CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: INFORMATION TECHNOLOGY

AGENDA DATE: October 6, 2009

CONTACT PERSON/PHONE: JOHN NEAL (915) 541-4288
Terrence Freiburg, Purchasing Manager, 541-4313

DISTRICT(S) AFFECTED: ALL

SUBJECT:
Request that the Director of Purchasing be authorized to issue Purchase Orders to Tiburon, Inc. in the amount of $54,834.00 for the period from September 1, 2009 to August 31, 2010 for Fiscal Year 2010. Tiburon, Inc. will be purchased under a sole source affidavit and sole-source letter provided to the City of El Paso on April 22, 2009.

Further, that the City Manager be authorized and directed to execute any other required documentation. (All Districts) [Financial Services, Carmen Arrieta-Candelaria (915) 541-4293 and Information Technology, John Neal, (915) 541-4288]

BACKGROUND / DISCUSSION:
This request is for the annual maintenance contract for numerous Tiburon, Inc. software and software components used by the City of El Paso. These software components include: FireRECORDS, Equipment Maintenance, Hazardous Materials, Inspections, Inventory, Personal Training, and GCT.

The request is for approval for a 12 month period. This will be accomplished by the issuance of one purchase order to cover the period from September 2009 to August 2010 and will end at the end of the current fiscal year.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?
Yes, previously approved by City Council on January 10, 2006.

AMOUNT AND SOURCE OF FUNDING:
$54,834.00. Funding is available in FY2009 Information Technology General Fund:
502202-01101-39010351 (Data Processing Services Contracts).

BOARD / COMMISSION ACTION: Enter appropriate comments or N/A
NA/

****************************REQUIRED AUTHORIZATION***************************

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

PROJECT FORM

DATE: September 22, 2009

TO: Municipal Clerk

FROM: Terrence Freiburg
Purchasing Manager, ext. 4313

Deniese Baisley
Procurement Analyst, ext. 4263

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Please place the following item on the CONSENT agenda of October 6, 2009

Item should read as follows:

Request that the Purchasing Manager for Financial Services, Purchasing Division, be authorized to issue a purchase order to Tiburon, Inc. in the amount of $54,834.00. Tiburon Software is a proprietary product and Tiburon, Inc. is the sole source provider for the software and software components.

Department:	Information Technology
Amount:	$54,834.00
Funds Available in:	39010351-502202-01101
Funds Source:	Information Technology General Fund
District (s):	All

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COUNCIL APPROVED ☑ REJECTED ☐ MUNICIPAL CLERK _____

****

APPROVED:

COUNCIL MEETING DATE: October 6, 2009

Terrence Freiburg
Purchasing Manager
Financial Services, Purchasing Division

cc: Bid File

FINANCIAL SERVICES
PURCHASING

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared Maria Szymanek, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Maria Szymanek. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Tiburon, Inc.
3. The above named company or firm is the sole source of the following item(s), product(s) or service(s).

   Maintenance and Support For the Tiburon products.
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this bidder is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: **This bidder understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible bidder on this and future solicitations and may result in discontinuation of any/all business with the City of El Paso.**

Maria E Szymanek
Signature

SUBSCRIBED AND SWORN to before me on this 22 day of April 2009.

THERESA GUTIERREZ
COMM. #1788573
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
My Comm. Expires JAN. 10, 2012

NOTARY PUBLIC

THERESA GUTIERREZ
PRINT NAME

JAN 10, 2012
MY COMMISSION EXPIRES

COMPANY: Tiburon, Inc.
ADDRESS: 6200 Stoneridge Mall Road, Suite 400
CITY, STATE, ZIP CODE: Pleasanton, CA 94588
FAX NUMBER: 925-621-2791
CONTACT NAME: Kelley Chavez, Contracts Administrator
WEB ADDRESS: www.tiburoninc.com
EMAIL: Kelley.Chavez@tiburoninc.com
FEDERAL TAX ID NUMBER: _____
TEXAS SALES TAX NUMBER: _____

TIBURON®

Tiburon, Inc.
6200 Stoneridge Mall Road
Suite 400
Pleasanton, CA 94588
USA

T: 925.621.2700
F: 925.621.2799

www.tiburoninc.com

April 27, 2009

City of El Paso
Attention: Jose Aguirre
2 Civic Center Plaza
7th Floor
El Paso, Texas 79901

Re: Sole Source Letter – Maintenance and Support Services for the Tiburon Applications

To Whom It May Concern:

This letter is to confirm that Tiburon, Inc. doing business at 6200 Stoneridge Mall Road, Suite 400, Pleasanton, California 94588 is the only source for maintenance and support services of the Tiburon Applications currently installed at the City of El Paso, Texas.

If you have any questions, please feel free to contact us at 925.621.2700.

Sincerely,

Maria Szymanek
VP of Finance – Tiburon, Inc.

TIBURON®

Tiburon, Inc.
Human Resources Department
6200 Stoneridge Mall Road
Suite 400
Pleasanton, CA 94588
USA

T: 925.621.2700
F: 925.621.2798

www.tiburoninc.com

July 13, 2009

Lieutenant Michael Fogelman
El Paso Fire Department
8600 Montana Ave
El Paso, TX 79925

Dear Lieutenant Fogelman,

The agreement for on-going maintenance between the El Paso Fire Department and Tiburon, Inc. expires on August 31, 2009. To be sure that the renewal process is completed prior to this expiration date, I have enclosed the new Exhibit 2 that will replace the current exhibit and become part of the agreement

If you require any changes to the covered software or service options on the enclosed exhibit, please contact your account manager or me at your earliest convenience. My phone number is 925-621-2708.

Also enclosed is the invoice for annual support.

Sincerely,

Kelley Chavez

Kelley Chavez
Contract Administrator

Enclosures

EXHIBIT 2
To
Master Support Agreement

COVERED APPLICATIONS

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated December 19, 2006, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

Tiburon will provide the Basic Support described in Section 2.1 (Basic Support) of the Agreement for the software applications identified in the table below. The annual fee for such support shall be as set forth in the table below. Such support will commence upon the expiration of any applicable Warranty Period as set forth in the table below.

CLIENT # - M1286-09

Covered Application	Hours (24x7 or 8x5)	Make, Model, Serial Number of Authorized Server	Maintenance Period			Annual Fee
			Period	Start Date	Stop Date	
FireRECORDS	8x5	HP- 9000/800/rp3440 s/n USL 15045MA	12 mo	9/1/09	8/31/10	$ 52,849.00
Equipment Maintenance	8x5		12 mo	9/1/09	8/31/10	**
Hazardous Materials	8x5		12 mo	9/1/09	8/31/10	**
Inspections	8x5		12 mo	9/1/09	8/31/10	**
Inventory	8x5		12 mo	9/1/09	8/31/10	**
Personal Training	8x5		12 mo	9/1/09	8/31/10	**
GCT	8x5		12 mo	9/1/09	8/31/10	$ 662.00
Escrow Fee			12 mo	9/1/09	8/31/10	$ 1,323.00
					Total	$ 54,834.00

** Included

Authorized Site

El Paso Fire Department
8600 Montana Ave.
El Paso, TX 79925

2009
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CompuDyne™

LEADERS IN HOMELAND SECURITY

TIBURON

Be secure in your knowledge.

Contact Information

6200 Stoneridge Mall Road, Ste. 400
Pleasanton, CA 94588

Phone: (800) 428-5534
Fax: (925) 621-2799

Contact Tiburon:
info@tiburoninc.com

More Information

Tiburon Website

Tiburon's public safety and justice solution suite includes automation of information for dispatch operations, law enforcement and fire records management, investigative analysis, inmate and correctional facility management, court case tracking, and probation management. This integrated suite is designed to maximize operational efficiencies, facilitate critical information sharing, and provide an unmatched depth and breadth of capability in a reliable, integrated solution.

From the moment a 911 call is received until the case is deposed in court, Tiburon's integrated products enable state and local public safety and justice agencies to capture information and manage resources more efficiently to ensure that first responders and citizens are safe and secure. This level of automation is critical for effective public safety response.

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MASTER SUPPORT AGREEMENT

This Master Support Agreement (this "Agreement") is entered into this 19th day of DECEMBER 2006 (the "Effective Date"), by and between the El Paso Fire Department, an Agency of the City of El Paso, Texas, having its primary place of business at 8600 Montana Avenue, El Paso, Texas 79925 (the "Client") and CompuDyne - Public Safety & Justice, Inc., a Virginia corporation having its primary place of business at 6200 Stoneridge Mall Road, Suite 400, Pleasanton, California 94588 ("CompuDyne").

WHEREAS, the Client has determined that it desires to obtain from CompuDyne certain support services relating to a computer automated system previously implemented by CompuDyne for the Client; and

WHEREAS, CompuDyne is qualified to provide the support services specified in this Agreement and, subject to the terms and conditions set forth in this Agreement, CompuDyne desires to provide such support services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Client and CompuDyne hereby agree as follows:

1. Definitions

Capitalized terms used herein and in any exhibit hereto shall have the definitions set forth on Exhibit 1 attached hereto and incorporated herein by this reference, unless otherwise defined herein.

2. Scope of Work

2.1. Basic Support. Subject to the terms and conditions set forth in this Agreement, CompuDyne shall provide the following support for the Covered Applications ("Basic Support").

(a) Application Errors. CompuDyne will correct Errors in any of the Covered Applications discovered by the Client during the term of this Agreement, provided (a) the Client provides all information regarding such Error that may be requested by CompuDyne in accordance with Section 5.1 hereof (Technical Service Requests), (b) such Error is reproduced by the Client in accordance with Section 5.13 hereof (Error Reproduction), and (c) the Client has provided CompuDyne with remote access to the System as required under Section 5.2 hereof (Remote Access).

(b) Client Support Center. CompuDyne will provide toll-free telephone support for operational and technical assistance. Support for Priority 1 Calls relating to CompuDyne's Computer Aided Dispatch (CAD) software application, Corrections Management (CMS, IMS, JMS and CorrMedica) software applications, Mobile Dispatch System (MDS) software applications, Message Switch System (MSS) software applications and any critical interfaces to those systems shall be available twenty four hours a day, seven days a week (24x7). Support for all other calls and other CompuDyne applications will be available during CompuDyne's normal support hours of 8:00 a.m. to 5:30 p.m. local time in the Client's time zone (not including weekends and CompuDyne holidays). CompuDyne reserves the right to charge reasonable call-out fees for any call received other than during CompuDyne's normal support hours. Additional information regarding call-out fees is described in Exhibit 7 (Warranty & Maintenance Support – Guidelines & Options).

(c) Account Manager. CompuDyne will designate, in a written notice delivered in accordance with Section 24 hereof (Notices), a single individual to act as the account manager for purposes of coordinating technical support as set forth herein (the "Account Manager"). The Account Manager shall ensure CompuDyne's compliance with, and shall coordinate appropriate schedules in connection with, its obligations set forth herein. CompuDyne may change the individual designated hereunder by providing the Client with advance written notice delivered in accordance with Section 24

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hereof (Notices) designating the new individual authorized to act as the Account Manager.

(d) Status Reports. CompuDyne will provide the Client with a monthly status report (a "Monthly Status Report"). Each Status Report will include a summary of site activity and a summary of requests by the Client for technical services delivered in accordance with Section 5.1 hereof (Technical Service Requests). Additional information that may be contained in the monthly status report is described in Exhibit 7 (Warranty & Maintenance Support – Guidelines & Options). Each Monthly Status Report will be delivered to the Client in accordance with the notice provisions set forth in Section 24 hereof (Notices).

(e) Back-Ups. Subject to the Client's obligations under Section 5.4 hereof (Maintenance and Back-Ups), CompuDyne will support the Client in maintaining and/or updating the Back Up Schedule and Procedures, attached hereto as Exhibit 6, and as further defined in Exhibit 7 (Warranty & Maintenance Support – Guidelines & Options), the Systems Administration Support Services document (attached hereto as Exhibit 8), and the DBA Services document (attached hereto as Exhibit 9). .

(f) NCIC, NIBRS/UCR, and NFIRS Updates. CompuDyne will provide updates to the Covered Applications for Client use and installation in response to legal requirements mandated by the National Crime Information Center (NCIC), the National Incident Based Reporting System/Uniform Crime Reporting (NIBRS/UCR), and the National Fire Incident Reporting System (NFIRS) when such requirements necessitate modification(s) to the Source Code relating to any Covered Application and are necessary for the proper performance of the Covered Application. Any other changes, including but not limited to, those mandated or offered by any state, county, city or municipal governmental entity, as well as changes to any Protocols are outside the scope of this Agreement.

(g) Database Administration (DBA) Support. DBA support will be provided in the manner as set forth in Section 4.3, "Level 1 DBA Support", of Exhibit 7 (Warranty & Maintenance Support – Guidelines & Options), and as further described in the DBA Services document (attached hereto as Exhibit 9).

(h) System Administration (SA) Support. SA support will be provided in the manner as set forth in Section 4.4, "System Administration Support", of Exhibit 7 (Warranty & Maintenance Support – Guidelines & Options), and as further described in the Systems Administration Support Services document (attached hereto as Exhibit 8).

(i) Version Management Program. The Version Management Program (VMP) provides Clients with eligible products with ongoing product enhancements and new features. VMP will be provided in the manner as set forth in Section 4.5, "Version Management Program", of Exhibit 7 (Warranty & Maintenance Support – Guidelines & Options).

2.2. Support Options. In addition to Basic Support, the Client may purchase support options described in Exhibit 7 (Warranty & Maintenance Support –Guidelines & Options). The terms and conditions for each Support Option shall be set forth in a separate exhibit which, upon payment of the required annual fee for such Support Option, shall automatically become part of this Agreement and shall be subject to the terms hereof. The Client may discontinue any Support Option by providing CompuDyne at least ninety (90) calendar days prior written notice identifying the Support Option to be discontinued; provided, however, that such discontinuance shall not be effective until the next occurring Payment Date.

2.3. Enhancements. From time to time, the Client may request CompuDyne to provide under this Agreement services and materials to furnish, install and implement an Enhancement. The installation and implementation of such Enhancement shall be provided on a fixed-price basis. No Enhancement shall be provided under this Agreement unless (a) this Agreement is amended as necessary or appropriate to incorporate the Enhancement Terms relating to the Enhancement; (b) the Enhancement Terms are attached

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to this Agreement as a new exhibit and, except as specifically set forth therein, are subject to the terms of this Agreement; (c) the Enhancement Terms include terms regarding final acceptance of the Enhancement; (d) the Enhancement Terms provide that, upon final acceptance of the Enhancement, Exhibit 2 to this Agreement shall be amended to incorporate the Enhancement as a Covered Application subject to the Client's payment of any necessary additional support fees relating to the Enhancement; and (e) the Enhancement Terms provide that, upon final acceptance of such Enhancement, the Software License Agreement shall be considered amended as necessary or appropriate to grant to the Client the appropriate rights to use the Enhancement, subject to payment in full of all amounts due under the Enhancement Terms.

2.4. Out of Scope Services. From time to time, the Client may request CompuDyne to provide under this Agreement certain Out of Scope Services. CompuDyne shall be under no firm obligation to perform any Out of Scope Services, but shall undertake to make a good faith effort to perform such services to the extent that it is capable of doing so without substantially interfering with its other obligations under this Agreement or with its obligations to its other clients. Any Out of Scope Services shall be provided, at CompuDyne's option, on a fixed-quote basis with payment milestones or on a time and material basis at CompuDyne's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred. No Out of Scope Services shall be provided under this Agreement unless: (a) this Agreement is amended as necessary or appropriate to incorporate the terms relating to the Out of Scope Services; (b) those terms are attached to this Agreement as a new exhibit and, except as specifically set forth therein, are subject to the terms of this Agreement; and, (c) those terms include agreed-to criteria regarding completion of the work, if applicable.

3. Term

The term of this Agreement shall commence on the Effective Date and shall continue in effect until terminated in accordance with its terms.

4. Fees and Payment

4.1. Annual Support Fees

(a) Basic Support. The Client shall pay an annual fee for Basic Support for each of the Covered Applications. The amount of such annual fee shall be set forth on Exhibit 2 attached hereto and incorporated herein by this reference and shall be paid in advance on or prior to the expiration of any Warranty Period applicable to such Covered Application and, thereafter, on each Payment Date during the term of this Agreement.

(b) Support Options. The Client shall pay an annual fee for any requested Support Options. The amount of such annual fee shall be set forth on the exhibit pertaining to such Additional Support Option and shall be paid on or prior to the commencement of any services relating to such Additional Support Option and, thereafter, on each Payment Date during the term of this Agreement unless such Additional Support Option has been discontinued in accordance with Section 2.2 hereof (Support Options).

(c) Enhancements and Out of Scope Services. Payment shall be as stated in the applicable Enhancement/Out of Scope Services proposal.

4.2. Annual Adjustments. The fees payable pursuant to Section 4.1(a) and Section 4.1(b) hereof (Annual Support Fees) may be increased on an annual basis by five percent (5%) upon at least thirty (30) days prior written notice to the Client. Such increase shall become effective on the next occurring Payment Date.

4.3. Invoices. Invoices pursuant to Section 4.1 hereof shall be payable on or prior to each Payment Date during the term of this Agreement or shall be payable within thirty (30) days of receipt unless otherwise specifically provided.

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4.4. Consequences of Late Payment. Failure to pay any amount owing hereunder when such amount is due shall constitute a material default under this Agreement and would result in the termination of this Agreement in all or part. The Client shall reimburse CompuDyne for all collection fees, including reasonable attorneys' fees and expenses, incurred by CompuDyne in connection with the collection of any amount owing hereunder. CompuDyne reserves the right to charge the Client an administrative fee to reinstate any part of its support that has lapsed due to nonpayment. The administrative fee shall equal ten percent (10%) of the then-current annual support fee for the lapsed support.

5. Client Responsibilities

5.1. Technical Service Request. The Client shall provide all information requested by CompuDyne necessary to complete its Technical Service Request form for each request for technical services, Enhancements, and Out of Scope Services.

5.2. Remote Access. Client shall install and monitor during the term of this Agreement a dedicated high-speed data connection and any other networking equipment specified in the Site, System and Network Specifications document (Exhibit 5) to provide CompuDyne remote access to the System. CompuDyne shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated telephone use charges. CompuDyne shall use the data connection solely in connection with the provision of its services hereunder. The Client may be required to run tests deemed necessary by CompuDyne following each remote access as requested by CompuDyne.

5.3. Physical Access. The Client shall provide CompuDyne with physical access to the System at any time during normal business hours. After normal business hours, the Client shall ensure that one of the Technical Support Coordinators designated under Section 5.11 hereof (Technical Support Coordinators) can be reached by phone or pager to (a) provide physical access to the System within two (2) hours of CompuDyne's request for such access, and (b) remain on-site until CompuDyne determines that there is no longer a need for physical access.

5.4. Maintenance and Back-Ups. The Client shall ensure that maintenance and back-up activities relating to the Covered Applications and the System, including without limitation backing up databases and journal logs, purging out of date records and running reports and performing diagnostics carried out in accordance with the schedule and methodology specified in Exhibit 6 (Back Up Schedule and Procedures) attached hereto and incorporated herein by this reference.

5.5. Data Input. The Client shall enter, update and maintain the input data as required for satisfactory operation of the Covered Applications, and be responsible for the accuracy of all Client-provided data.

5.6. Third-Party Product Support. The Client shall obtain, pay for and maintain in effect during the term of this Agreement the technical support contracts for certain Third-Party Products as specified on Exhibit 4 attached hereto and incorporated herein by this reference, and shall ensure that, in addition to authorizing the Client to request support services there under, each such support contract also expressly authorizes CompuDyne to request support services there under on the Client's behalf.

5.7. System Security. The Client shall ensure that the security of the System conforms in all respects to the federal, state, and/or local mandated law enforcement telecommunications requirements.

5.8. System Change, Alteration, or Modification. The Client shall ensure that, with respect to each Covered Application, such Covered Application is installed only on the Authorized Server and only at the Authorized Site. The Client shall ensure that each Authorized Site conforms in all respects to the Site Specifications set forth on Exhibit 5 attached hereto and incorporated herein by this reference (the "Site, System and Network Specifications"). The Client shall ensure that no change, alteration or modification is made to the System Configuration without the express prior written consent of CompuDyne; provided, however, that said

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consent is not intended to constitute in any manner CompuDyne's approval, certification, endorsement, or warranty of the System Configuration or System performance.

5.9. Database Change Authorization. Client shall maintain a system to ensure that only authorized personnel have the ability to make changes to the Client's database and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the CompuDyne Client Support Center. Each request for any change to a Client's database shall be accompanied by a signed letter of authorization from the Client's Authorized Client Representative, and shall contain all details of the requested change. CompuDyne cannot assist Client personnel other than those on the most current authorization list.

5.10. Authorized Client Representative. The Client shall designate, in a written notice delivered in accordance with Section 24 hereof (Notices), a single individual to act as the Client's authorized representative for purposes of this Agreement (the "Client Representative"). Such individual (a) must be authorized to act on the Client's behalf with respect to all matters relating to this Agreement; (b) shall ensure the Client's compliance with its responsibilities under this Agreement; and (c) shall coordinate appropriate schedules in connection with CompuDyne's services under this Agreement. The Client may change the individual designated hereunder by providing CompuDyne advance written notice delivered in accordance with Section 24 hereof (Notices) designating the new individual authorized to act as the Client Representative.

5.11. Technical Support Coordinators. The Client shall designate, in a written notice delivered in accordance with Section 24 hereof (Notices), one or more individuals to act as the Client's technical support coordinator (a "Technical Support Coordinator"). The Client shall ensure that each Technical Support Coordinator designated hereunder shall have received the training required under Section 5.12 hereof (Training) and shall otherwise be familiar with the Covered Applications and the System. The Client shall ensure that, at all times, a Technical Support Coordinator is available (a) to screen operational assistance calls and handle operational problems, where appropriate; (b) to provide access to the System as required under Section 5.3 hereof (Physical Access); (c) to provide on-site technical assistance as required by CompuDyne to aid CompuDyne in performing its services hereunder; and (d) to review all Monthly Status Reports delivered hereunder. The Client may change any individual designated hereunder by providing CompuDyne with advance written notice delivered in accordance with Section 24 hereof (Notices) designating the new individual authorized to act as a Technical Support Coordinator.

5.12. Training. The Client shall ensure that all Technical Support Coordinators and other personnel have received the training specified on Exhibit 3 attached hereto and incorporated herein by this reference, and otherwise maintain sufficient personnel with sufficient training and experience to perform its obligations under this Agreement.

5.13. Error Reproduction. Upon detection of any Error in any of the Covered Applications, the Client shall provide CompuDyne a listing of command input, resulting output and any other data, including databases and back-up systems, that CompuDyne may reasonably request in order to reproduce operating conditions similar to those present when the Error occurred.

6. Exclusions

6.1 Failure to Observe Obligations. Basic Support provided hereunder is expressly conditioned on the observance of the responsibilities of the Client set forth in Section 5 hereof (Client Responsibilities) and in the Software License Agreement. Any Additional Support Option provided hereunder is expressly conditioned on the observance of the responsibilities of the Client set forth in Section 5 hereof (Client Responsibilities), in the Software License Agreement and in the exhibit pertaining to such Additional Support Option.

6.2 Erroneous Reported Problems. If CompuDyne performs diagnosis of erroneously reported problems, the Client may be charged for such services at CompuDyne's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred.

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6.3. Failure of Remote Access. If the Client fails for any reason to provide remote access to the System as required by Section 5.2 hereof (Remote Access), CompuDyne will, at the Client's request, provide on-site services to correct an Error to the extent otherwise required hereunder and will charge the Client for such services at CompuDyne's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred.

6.4. Unauthorized Modifications. CompuDyne is under no obligation to correct any Error in any of the Covered Applications if the Error is due to a modification or alteration to such Covered Application in violation of the terms of the Software License Agreement or relates to any portion of such Covered Application that has been affected by software not developed and/or installed by CompuDyne. CompuDyne is under no obligation to correct any problems caused by any modification or alteration to any component of the System or to the System Configuration in violation of the terms of this Agreement or caused by software or hardware not developed and/or installed by CompuDyne. If requested by the Client, CompuDyne will provide technical support services to resolve such problems pursuant to Section 2.4 hereof (Out of Scope Services).

6.5. Unauthorized Use. CompuDyne is under no obligation to correct any Error in any of the Covered Applications or any problems with any other component of the System if such Error or other problem is caused by (a) accident, neglect, misuse or abuse on the part of any party other than CompuDyne; (b) is due to exposure to conditions outside the range of the environmental, power and operating specifications provided by CompuDyne in the Site Specifications set forth in Exhibit 5; or (c) use of any of the Covered Applications or any other component of the System for any purpose other than that for which it was originally acquired. If requested by the Client, CompuDyne will provide technical support services to resolve such problems pursuant to Section 2.4 hereof (Out of Scope Services).

6.6. Third-Party Products. CompuDyne shall have no responsibility for correcting or resolving any errors, defects or failures in any Third-Party Products. CompuDyne's only obligation with respect to such Third-Party Products is to assist with the coordination of support services with the appropriate third-party vendor to the extent such support services are available to the Client.

6.7. Third-Party Product Compatibility. Unless specified on Exhibit 2, CompuDyne shall have no responsibility for any Third-Party Product provided and installed on or integrated into the System by any other party without CompuDyne's prior written authorization, including but not limited to responsibility for the installation and integration of any such Third-Party Products, the condition, operation and performance of any such Third-Party Products, the compatibility of any such Third-Party Products with the Covered Applications, and any impact any such Third-Party Products have on the overall operation or performance of any of the Covered Applications or any other component of the System. If requested by the Client, CompuDyne will provide technical support services pursuant to Section 2.4 hereof (Out of Scope Services) to resolve any operation or performance problems relating to any of the Covered Applications or any other component of the System caused by any such Third-Party Products or to assist with the integration of any such Third-Party Products with or into any of the Covered Applications or any other component of the System.

6.8. General Disclaimer. EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN, COMPUDYNE DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY OF THE COVERED APPLICATIONS OR ANY OTHER COMPONENT OF THE SYSTEM, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF SUITABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE.

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7. Protection of Confidential and Proprietary Information

7.1. All Client Confidential Information shall be held in strict confidence by CompuDyne, and CompuDyne shall not, without the Client's prior written consent, disclose such information to any person or entity other than to CompuDyne's employees or consultants legally bound to abide by the terms hereof and having a need to know such information in connection with CompuDyne's performance of the services hereunder, or use such information other than in connection with the performance of the services hereunder. The term "Client Confidential Information" shall include all Client data and other written information of a confidential nature clearly labeled by the Client as being confidential. CompuDyne understands and agrees that the unauthorized use or disclosure of Client Confidential Information may irreparably damage the Client. In the event of CompuDyne's breach or threatened breach of any of the provisions in this Section 7.1, the Client shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining CompuDyne from any unauthorized use or disclosure of any Client Confidential Information.

7.2. All CompuDyne Confidential Information shall be held in strict confidence by the Client, and the Client shall not, without CompuDyne's prior written consent, disclose such information to any person or entity other than to the Client's employees or consultants legally bound to abide by the terms hereof and having a need to know such information in connection with the Client's performance of its obligations hereunder, or use such information other than in connection with the performance of its obligations hereunder. The term "CompuDyne Confidential Information" shall include the Covered Applications and all other CompuDyne software applications, whether or not licensed to the Client, as well as any written information disclosed by CompuDyne to the Client under this Agreement, including, but not limited to, any trade secrets, confidential knowledge, data, information relating to CompuDyne products, processes, know-how, designs, formulas, methods, developmental or experimental work, improvements, discoveries, plans for research, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and clients, information obtained through contact with CompuDyne's clients, proprietary information of CompuDyne's clients, and information regarding the skills and compensation of CompuDyne's employees or other consultants. The Client understands and agrees that the CompuDyne Confidential Information constitutes a valuable business asset of CompuDyne, the unauthorized use or disclosure of which may irreparably damage CompuDyne. In the event of the Client's breach or threatened breach of any of the provisions in this Section 7.2, CompuDyne shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the Client from any unauthorized use or disclosure of any CompuDyne Confidential Information.

7.3. Notwithstanding Section 7.1 or Section 7.2 hereof, neither Client Confidential Information nor CompuDyne Confidential Information shall include information which the recipient can demonstrate by competent written proof (a) is now, or hereafter becomes, through no act or failure to act on the part of the recipient, generally known or available or otherwise part of the public domain; (b) is rightfully known by the recipient without restriction on use prior to its first receipt of such information from the disclosing party as evidenced by its records; (c) is hereafter furnished to the recipient by a third party authorized to furnish the information to the recipient, as a matter of right and without restriction on disclosure; or (d) is the subject of a written permission by the disclosing party to disclose.

7.4. Notwithstanding Section 7.1 or Section 7.2 hereof, or any other provision hereof, disclosure of Client Confidential Information or CompuDyne Confidential Information shall not be precluded if:

(a) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the recipient of such confidential information shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued;

(b) such disclosure is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary; or

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(c) the recipient of such confidential information received the prior written consent to such disclosure from the disclosing party, but only to the extent permitted in such consent.

7.5. The obligations hereunder with respect to each item of Client Confidential Information and CompuDyne Confidential Information shall survive the termination of this Agreement.

8. Insurance

CompuDyne shall procure at its own expense and maintain at all times while CompuDyne is performing services under this Agreement at the Client's facilities, (a) a comprehensive general liability insurance policy including coverage for contractual liability for obligations assumed under this Agreement, 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 shall be equal to or greater than the limits for claims made under the California Tort Claims Act with minimum coverage of $1,000,000 per occurrence (combined single limit for bodily injury and property damage claims) or $1,000,000 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. Upon the Client's written request, CompuDyne shall provide the Client with a certificate of insurance evidencing CompuDyne's compliance with the requirements of this section. Any such certificate shall provide that coverage under the policy cannot be canceled and restrictive modifications cannot be made until at least thirty (30) days prior written notice has been given to the Client.

9. Limitation of Liability

CompuDyne's liability to the Client for any claim, whether in tort, contract or otherwise, shall be limited to the annual maintenance fees paid hereunder for the period in which the cause of action occurred. IN NO EVENT SHALL CompuDyne BE LIABLE TO ANY PARTY FOR LOSS OR DAMAGES DUE TO ERRORS IN ANY OF THE COVERED APPLICATIONS, OPERATOR ERROR, OR DATA CORRUPTION OR INACCURACIES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF PROFIT OR BUSINESS, OR FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN AN ACTION OF CONTRACT, TORT OR OTHER LEGAL THEORY AND REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE LAWS IN SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THE ABOVE LIMITATION OR EXCLUSION SHALL BE CONSTRUED SO AS TO GIVE IT THE MAXIMUM PRACTICAL EFFECT WITHOUT VIOLATING SUCH LAWS.

10. Informal Dispute Resolution

10.1. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 10.1.

(a) If either party (the "Disputing Party") disputes any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreement, that party shall bring the matter to the attention of the other party at the earliest possible time in order to resolve such dispute.

(b) If such dispute is not resolved by the Account Manager and the Technical Coordinators responsible for the subject matter of the dispute within ten (10) business days, the Disputing Party shall deliver to the first level of representatives below a written statement (a "Dispute Notice") describing the dispute in detail, including any time commitment and any fees or other costs involved.

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(c) Receipt by the first level of representatives of a Dispute Notice shall commence a time period within which the respective representatives must exercise their best effort to resolve the dispute. If the respective representatives cannot resolve the dispute within the given time period, the dispute shall be escalated to the next higher level of representatives in the sequence as set forth below.

(d) If the parties are unable to resolve the dispute in accordance with the escalation procedures set forth below, the parties may assert their rights under this Agreement.

Escalation Timetable (Business Days)	CompuDyne Representative	Client Representative
0 to 5th	Director of Account Management	~~Stephen Surface~~ MICHAEL D. PRITCHARD
6th to 10th	Operations Manager	~~Stephen Surface~~ MICHAEL D. PRITCHARD
11th to 15th	Executive Officer	~~Stephen Surface~~ MICHAEL D. PRITCHARD

10.2. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with the informal dispute resolution procedures set forth in Section 10.1 hereof, the parties agree to continue without delay all their respective responsibilities under this Agreement that are not affected by the dispute.

10.3. In the event that the parties are unable to resolve a dispute by complying with the informal dispute resolutions procedures set forth in Section 10.1 hereof, the dispute shall be settled by arbitration in accordance with Section 16 hereof (Arbitration).

10.4. Notwithstanding the foregoing, either party may, before or during the exercise of the informal dispute resolution procedures set forth in Section 10.1, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of such informal dispute resolution procedures.

11. Termination

11.1. Termination for Failure of License. In the event that the license relating to any of the Covered Applications is terminated or becomes unenforceable for any reason, CompuDyne's obligation to provide any support hereunder for such Covered Application shall immediately and automatically terminate.

11.2. Termination for Payment Defaults. In the event that the Client fails to pay when due all or any portion of the annual fees required under Section 4.1 hereof (Annual Support Fees), CompuDyne may immediately, and without further notice to the Client, terminate this Agreement or suspend all or any portion of the services hereunder for all or any portion of the Covered Applications until the Client's account is brought current.

11.3. Termination for Other Defaults. Subject to completion of the dispute resolution procedures set forth in Section 10.1 hereof (Informal Dispute Resolution), in the event that either party hereto materially defaults in the performance of any of its obligations hereunder (other than payment defaults covered under Section 11.2 hereof), the other party may, at its option, terminate this Agreement, by providing the defaulting party thirty (30) days' prior written notice of termination delivered in accordance with Section 24 hereof (Notices), which notice shall identify and describe with specificity the basis for such termination. If, prior to the expiration of such notice period, the defaulting party cures such default to the satisfaction of the non-defaulting party (as evidenced by written notice delivered by the non-defaulting party in accordance with Section 24 hereof), termination shall not take place.

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11.4. Termination Without Cause. Either party hereto may terminate this Agreement without cause by providing the other party at least ninety (90) days' prior written notice of termination delivered in accordance with Section 24 hereof (Notices). The effective date for any termination pursuant to this Section 11.4 shall be the next occurring Payment Date.

11.5. Consequences of Termination. Upon termination of this Agreement for whatever reason, (a) CompuDyne shall be under no further obligation to provide support or any other services hereunder; (b) CompuDyne shall return to the Client all Client Confidential Information in CompuDyne's possession and shall certify in a written document signed by an officer of CompuDyne that all such information has been returned; (c) the Client shall return to CompuDyne all CompuDyne Confidential Information in the Client's possession (including, without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property relating to such CompuDyne Confidential Information and all copies of any of the foregoing (in whatever medium recorded) but not including any such information licensed to the Client under the Software License Agreement) and shall certify in a written document signed by the Client Representative identified in Section 5.10 hereof (Authorized Client Representative) that all such information has been returned. All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.

12. Independent Contractor Status

The Client and CompuDyne are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. 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. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

13. Assignment

Neither party hereto may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that CompuDyne may assign this Agreement to its successor in connection with a sale of its business without obtaining consent of any party. Subject to the foregoing, each and every covenant, term, provision and agreement contained in this Agreement shall be binding upon and inure to the benefit of the parties' permitted successors, executors, representatives, administrators and assigns.

14. No Third Party Beneficiaries

This Agreement is entered into for the sole benefit of the Client and CompuDyne and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

15. Governing Law

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement shall in all respects be governed by and determined in accordance with the laws of the State of Texas without giving effect to the choice of law principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to any transactions contemplated by this Agreement.

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16. Arbitration

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement, or the breach thereof, must be submitted to and resolved by final and binding arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect. The parties understand and agree that the arbitration will be instead of any civil litigation, except that either party may petition a court for a provisional remedy pursuant to Code of Civil Procedure Section 1281.8, and that the arbitrator's decision will be final and binding to the maximum extent permitted by law and enforceable by any court having jurisdiction thereof.

17. Venue

All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located the County of El Paso in the State of Texas. Each party hereby agrees to submit to the personal jurisdiction of those courts for any lawsuits filed there against such party arising under or in connection with this Agreement.

18. Advice of Counsel

Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Agreement.

19. Amendment

No amendment or other modification of this Agreement shall be valid unless pursuant to a written instrument referencing this Agreement signed by duly authorized representatives of each of the parties hereto.

20. Waiver

In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of this Agreement.

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21. Force Majeure

Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement (and the failure or delay will not be deemed a default of this Agreement or grounds for termination) if both of the following conditions are satisfied: (1) the failure or delay could not have been prevented by reasonable precautions, and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (2) the failure or delay is caused, directly or indirectly, by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure raw materials, equipment, power or supplies; war, terrorism or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency or intergovernmental body other than a party hereto; or any other act or condition beyond the reasonable control of the non-performing party. Upon the occurrence of an event which satisfies both of the above conditions (a "Force Majeure Event"), the non-performing party will be excused from any further performance of those obligations under this Agreement affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. Upon the occurrence of a Force Majeure Event, the non-performing party will immediately notify the other party by telephone (to be confirmed by written notice within two (2) business days of the failure or delay) of the occurrence of a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

22. Severability

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

23. Entire Agreement

This Agreement sets forth the final, complete and exclusive agreement and understanding between CompuDyne and the Client relating to the subject matter hereof and supersedes all quotes, proposals understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof. CompuDyne shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Client in connection with this Agreement and any such terms and conditions shall have no force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of CompuDyne shall bind CompuDyne or be enforceable by the Client unless specifically set forth in this Agreement.

24. Notices

All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

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If to CompuDyne:

CompuDyne - Public Safety & Justice, Inc.
6200 Stoneridge Mall Road
Pleasanton, CA 94588
Attention: Contracts Manager
Phone: 925-621-2700
Fax: 925-621-2799

If to the Client:

City of El Paso
Attention: Client Administrator
8600 Montana Avenue
El Paso, TX 79925
Phone: (915) 541-4466
Fax: (915) 541-4017

25. Construction

The paragraph and section headings used in this Agreement or in any exhibit hereto are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

26. Counterparts

This Agreement may be signed in two or more counterparts, each of which shall constitute an original, and both of which shall constitute one and the same document.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

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SIGNATURE PAGE

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

El Paso Fire Department

By: _____
Name: STEVEN SURFACE
Title: ASST. FIRE CHIEF

CompuDyne - Public Safety & Justice, Inc.

By: _____
Name: KEN ELMER
Title: SVP FINANCE & ADMINISTRATION

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EXHIBIT 1
To
Master Support Agreement

DEFINITIONS

This Exhibit is attached to, incorporated into, and forms a part of the Master Support Agreement, dated 12/19, 2006, between CompuDyne and the Client (herein referred to as the "Agreement"). Capitalized terms used in the Agreement or any exhibit thereto shall have the definitions set forth herein unless otherwise defined in the Agreement. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

1. **"Account Manager"** is defined in Section 2.1(c) (Account Manager) of the Agreement.

2. **"Additional Support Option"** is defined in Section 2.2 (Support Options) of the Agreement.

3. **"As-Built Specifications"** shall mean, with respect to any of the Covered Applications, the specifications for such Covered Application delivered to the Client upon the Client's acceptance of such Covered Application, as the same may be modified or supplemented from time to time to reflect Enhancements provided hereunder.

4. **"Authorized Server"** shall mean, with respect to any of the Covered Applications, the server identified as corresponding to such Covered Application on Exhibit 2 attached to the Agreement and incorporated therein by reference.

5. **"Authorized Site"** shall mean, with respect to any of the Authorized Servers, the address and room number identified as corresponding the such Authorized Server on Exhibit 2 attached to the Agreement and incorporated therein by reference.

6. **"Basic Support"** is defined in Section 2.1 (Basic Support) of the Agreement.

7. **"Client"** is defined in the preamble to the Agreement.

8. **"Client Confidential Information"** is defined in Section 7.1 (Protection of Confidential and Proprietary Information) of the Agreement.

9. **"Client Representative"** is defined in Section 5.10 (Authorized Client Representative) of the Agreement.

10. **"Communications Interfaces"** shall mean ethernet networking, serial connectivity to net clock and ANI/ALI, serial connectivity to HACMP, national, state and local governments, TCP/IP or other routing statements.

11. **"CompuDyne"** is defined in the preamble to the Agreement.

12. **"CompuDyne Confidential Information"** is defined in Section 7.2 (Protection of Confidential and Proprietary Information) of the Agreement.

13. **"Covered Application"** shall mean each software application developed by CompuDyne in accordance with the As-Built Specifications relating thereto which application is identified as a Covered Application on Exhibit 2 attached to the Agreement and incorporated therein by reference, including all Maintenance Modifications thereto, all Derivative Works thereof, and all related Documentation.

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14. Database Administration (DBA) Support shall mean services available to Clients to assist in the administration of the system database.

15. "Derivative Works" shall mean, with respect to any Covered Application, any translation, abridgement, revision, modification, or other form in which such Covered Application may be recast, transformed, modified, adapted or approved after the Effective Date.

16. "Dispute Notice" is defined in Section 10.1 (Informal Dispute Resolution) of the Agreement.

17. "Disputing Party" is defined in Section 10.1 (Informal Dispute Resolution) of the Agreement.

18. "Documentation" shall mean, with respect to any Covered Application, those printed instructions, manuals, and diagrams pertaining to and furnished with such Covered Applications.

19. "Effective Date" is defined in the preamble to the Agreement.

20. "Enhancement" shall mean, with respect to any Covered Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Covered Application and that is integrated with such Covered Application after the Effective Date, or that is related to a given Covered Application but offered separately by CompuDyne after the Effective Date.

21. "Enhancement Terms" shall mean, with respect to any Enhancement provided pursuant to the Agreement, the mutually negotiated terms and conditions specifically relating to an Enhancement and included as part of the Agreement in accordance with Section 2.3 (Enhancements) thereof.

22. "Error" shall mean, with respect to any Covered Application, a defect in the Source Code for such Covered Application that prevents such Covered Application from functioning in substantial conformity with the As-Built Specifications pertaining thereto.

23. "Maintenance Modification" shall mean, with respect to any Covered Application, a computer software change integrated with such Covered Application during the term of the Agreement to correct any Errors therein, but that does not alter the functionality of such Covered Application or add new functions thereto.

24. Status Report" is defined in Section 2.1(d) (Status Reports) of the Agreement.

25. "Object Code" shall mean computer programs assembled or compiled from Source Code in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

26. "Out of Scope Services" shall consist of any services provided under this Agreement that are outside the scope of those services specifically and expressly identified under, and provided pursuant to, Section 2,1 (Basic Support), Section 2.2 (Support Options) or Section 2.3 (Enhancements) of the Agreement.

27. "Payment Date" shall mean a specific annual date that is agreed to between the Client and CompuDyne.

28. "Priority 1 Call" shall mean a call requesting technical support for an Error in any Covered Application or a failure of the Authorized Server on which such Covered Application is installed that prevents continued use or operation of the System, impacts all or substantially all operators using the System, halts or severely impacts critical System operations or endangers the integrity of any database on any of the Authorized Servers. The term Priority 1 Call shall not include calls requesting technical support relating to a problem

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encountered with substantially less than all functions of a Covered Application or all records of a database on any of the Authorized Servers, or to a failure in individual components of the network communications equipment, communications lines, terminals, workstations, printers, terminal servers or modems. CompuDyne shall have exclusive authority for determining whether a Technical Service Request constitutes a Priority 1 Call.

29. "Protocol" shall mean the method governing exchange or transmission of data between devices. Examples include, but are not limited to TCP/IP, SNA, CDPD, RNC, RS232.

30. "Site Specifications" is defined in Section 5.9 (System Change, Alteration, or Modification) of the Agreement.

31. "Software License Agreement" shall mean any software license agreement between CompuDyne and the Client pursuant to which CompuDyne has granted a limited license to use the Covered Applications in accordance with the terms and conditions thereof, as the same may be amended or otherwise modified from time to time.

32. "Source Code" shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

33. "System" shall mean the Client's computer automated system consisting of the Covered Applications combined with any of the Authorized Servers, the operating systems installed on each of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Covered Applications, any Communications Interfaces installed on any of the Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Authorized Sites.

34. "System Configuration" shall mean the configuration for the System other than the Covered Applications existing as of the Effective Date together with any modifications or alterations thereto permitted hereunder, including without limitation the configuration of the Authorized Servers, any operating system installed on any of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Covered Applications, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Server, workstation or network communications equipment located at any of the Authorized Sites.

35. "Technical Support Coordinator" is defined in Section 5.11 (Technical Support Coordinators) of the Agreement.

36. "Third-Party Products" shall mean all software and hardware components of the System other than the Covered Applications.

37. "Warranty Period" shall mean, with respect to any Covered Application, the warranty period for such Covered Application set forth on Exhibit 2 attached to the Agreement and incorporated therein by reference.

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EXHIBIT 2
To
Master Support Agreement

COVERED APPLICATIONS

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated December 19, 2006, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

Tiburon will provide the Basic Support described in Section 2.1 (Basic Support) of the Agreement for the software applications identified in the table below. The annual fee for such support shall be as set forth in the table below. Such support will commence upon the expiration of any applicable Warranty Period as set forth in the table below.

CLIENT # - M1286-09

Covered Application	Hours (24x7 or 8x5)	Make, Model, Serial Number of Authorized Server	Maintenance Period			Annual Fee
			Period	Start Date	Stop Date	
FireRECORDS	8x5	HP- 9000/800/rp3440 s/n USL 15045MA	12 mo	9/1/09	8/31/10	$ 52,849.00
Equipment Maintenance	8x5		12 mo	9/1/09	8/31/10	**
Hazardous Materials	8x5		12 mo	9/1/09	8/31/10	**
Inspections	8x5		12 mo	9/1/09	8/31/10	**
Inventory	8x5		12 mo	9/1/09	8/31/10	**
Personal Training	8x5		12 mo	9/1/09	8/31/10	**
GCT	8x5		12 mo	9/1/09	8/31/10	$ 662.00
Escrow Fee			12 mo	9/1/09	8/31/10	$ 1,323.00
					Total	**$ 54,834.00**

** Included

Authorized Site

El Paso Fire Department
8600 Montana Ave.
El Paso, TX 79925

2009
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EXHIBIT 3
To
Master Support Agreement

TRAINING

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated 12/18, 2006, between the Client and CompuDyne (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement; the terms and conditions set forth in the Agreement shall prevail.

The following training was offered to El Paso.
Fire RMS Training:

FRMS TRAINING OUTLINE			
Session	*Duration*	*Maximum Number of Participants*	*Number of Sessions*
System Set-Up	*8 hours - Phase 1*	*10*	*1*
Location System	*4 hours – Phase 1*	*10*	*1*
Incident Tracking (NFIRS 5.0)	*4 hours - Phase 1*	*10*	*6*
EMS Reporting	*8 hours*	*10*	*1*
Equipment Maintenance	*8 hours*	*10*	*1*
Hazmat Program Management	*4 hours*	*10*	*1*
Inspection System	*6 hours*	*10*	*1*
Inventory	*6 hours*	*10*	*1*
Personnel/Training System	*8 hours*	*10*	*1*
WebQuery	*4 hours*	*10*	*1*

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EXHIBIT 4
To
Master Support Agreement

THIRD-PARTY SUPPORT CONTRACTS

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated 12/14, 2006, between the Client and CompuDyne (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

HP 9000 s/n USL 15045MA
HP UX 11.11 Operating System
Dell Server
Windows 2000 Server
Oracle Database

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EXHIBIT 5
To
Master Support Agreement

SITE, SYSTEM AND NETWORK SPECIFICATIONS

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated 12/19, 2006, between the Client and CompuDyne (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

The servers, workstations and network were provide by the client and are maintained by client. The servers are located at 8600 Montana Ave, El Paso, TX 79925.

HP-UX server
Serial Number USL 15045MA

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EXHIBIT 6
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BACK UP SCHEDULE AND PROCEDURES

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated 12/19, 2006, between the Client and CompuDyne (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

The El Paso Fire Department runs a daily system backup tape. Additionally, a full system backup is scheduled on a monthly basis.

EXHIBIT 7
To
Master Support Agreement

WARRANTY & MAINTENANCE SUPPORT – GUIDELINES & OPTIONS

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated 12/19, 2006, between the Client and CompuDyne (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

– The Exhibit follows this cover page –

©2005 CompuDyne – Public Safety & Justice, Inc. All rights reserved. Exhibit 7, Warranty & Maintenance Support–Guidelines & Options

EXHIBIT 8
To
Master Support Agreement

Systems Administration Support Services

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated 12/14, 2006, between the Client and CompuDyne (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

-- The Exhibit follows this cover page --

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EXHIBIT 9
To
Master Support Agreement

DBA SERVICES

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated 12/19, 2006, between the Client and CompuDyne (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

-- The Exhibit follows this cover page --

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