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CITY OF FRESNO
City Clerk's Office (Original)

Software Enhancement Services and MDS Extended Warranty Agreement

This Software Enhancements Services and MDS Extended Warranty Agreement ("Agreement") is made as of December 2, 2010, by and between the City of Fresno, a municipal corporation (hereinafter referred to as "City"), and Hubb Systems, LLC, a California limited liability company, dba Hub-Data911 (hereinafter referred to as "Contractor"). City and Contractor are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, City and Contractor entered into a contract on or about December 17, 1997, for the purchase by City of a turnkey Field Automation System ("FAS") for the Fresno Police Department (hereinafter referred to as the "project" or the "system"); and

WHEREAS, the Eighth Amendment to FAS contract, dated December 2, 2003, required the Parties to enter into a software enhancements services and MDS extended warranty agreement (all foregoing amendments and the FAS contract collectively, hereinafter referred to as "FAS Contract"); and

WHEREAS, as part of the Eighth Amendment to the FAS Contract, the Parties entered into a software enhancement services and MDS extended warranty agreement, which expired on September 2, 2009; and

WHEREAS, in fulfilling the requirements of the FAS Contract, the Parties desire to enter into this Agreement setting forth the terms and conditions for the providing of software enhancement services (excluding support and upgrades to any third party software including, but not limited to, Microsoft and Oracle) and extension of the equipment warranty contained in the Eighth Amendment of the FAS Contract by Contractor to City.

AGREEMENT

NOW THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree to as follows:

1. Term of Agreement and Time for Performance. This Agreement shall be effective from September 3, 2009 and shall continue in full force and effect through June 30, 2012, subject to earlier termination in accordance with Section 7 of this Agreement. City shall have the option to renew this Agreement for two consecutive 12-month periods. Each renewal period will be on the same terms and conditions set forth herein, except the annual compensation. Subject to the written mutual agreement as to the dollar amount for the respective renewal period in accordance with Section 6 below, City may exercise one or more of these renewal options by notifying Contractor at least 60 days prior to the end of the then current initial term or renewal period of its intent to renew the Agreement.

The services of Contractor, as described in this Agreement and the attached Exhibits, are to commence upon the date the Agreement is entered into (date first set forth above as the date the Parties made this Agreement) and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth within.

2. Software Enhancement Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide software identified in **Exhibit A** and those software enhancement and services described in **Exhibit B**, titled, "Software Enhancement Services Statement of Work."

(A) For the purposes of this Agreement, "software" shall mean any software products (including, without limitation, the Source Code) described, developed or provided under this Agreement and the software products to be provided as described in the Software and Mobile Data System Equipment List, attached hereto as **Exhibit A**.

(B) For the purposes of this Agreement, "enhancement" shall mean any addition of functionality to a software program that did not previously exist.

(C) For the Purpose of this Agreement, "upgrade" shall mean any software program that provides added enhancements, performance or stability improvements, and bug fixes over an earlier version. It is a routine or scheduled release provided to all customers with maintenance or support contracts at no additional cost.

3. MDS Extended Warranty Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide full service maintenance and repair for hardware submitted under this Agreement and specified in the equipment list in **Exhibit A, Schedule A**, and will include all parts and labor subject to the conditions contained herein. Contractor shall provide such services as described in **Exhibit C**, titled, "MDS Extended Warranty Statement of Work."

4. General Conditions for Services.

(A) Contractor shall, at its sole cost and expense, provide tools and equipment which may be required for furnishing services pursuant to this Agreement.

(B) Contractor services are for equipment and software enhancement services (excluding support and upgrades to any third party software including, but not limited to, Microsoft and Oracle) provided by Contractor.

(C) Prior to Contractor's access to any Fresno Police Department - Information Technology System including, without limitation, routers, switches, SANS, Servers, Workstations, or any computing device, for purposes of performing its obligations under this Agreement, Contractor shall provide the City notice via e-mail. This notice shall be to Lieutenant Brogdon (mike.brogdon@fresno.gov), Conrad Nerdahl (conrad.nerdahl@fresno.gov) and Tom Harris (tom.harris@fresno.gov). Contractor shall not be responsible for the application software deployed on computers returned for service; however, Contractor will protect and support City's obligation to any third party software licensors when so advised of any obligations City may have in this regard including, without limitation, execution of any confidentiality agreements required by such third party software licensors.

(D) City shall be responsible for determining that all of its files are adequately duplicated for reloading on a current basis ("backed up" as used in the trade) in accordance with the highest and most up-to-date standards of the computer industry.

(E) Custom hardware development and programming for City or special program modifications are not included under this Agreement, but may be requested and quoted for City's consideration. Any additional services shall be subject to a prior written amendment to this Agreement in accordance with Section 6(D) herein.

5. Additional Conditions.

(A) Deliverables Not Satisfied. Contractor shall provide City with all agreed upon deliverables covered by the FAS Contract and this Agreement, which have been fully paid for by the City. This includes all deliverables the City has paid for in full and has not yet received under the FAS Contract. City and Contractor shall agree upon a reasonable timeline for Contractor's delivery of all additional conditions. Such deliverables include, but are not limited to, the following:

(i) CAD/FSO Export Data Link – Priority Zero Calls and Messaging (as described in attached **Exhibit D**)
   (a) Communication Link to FSO for messaging
   RMS Master Name Search/Power Search;

(ii) Digital Media Attachment in RPW (as described in attached **Exhibit E**)
   (a) Resolution of security issue
   (b) Retrieval of media through RPW

(iii) Report Generation Engine (as described in attached **Exhibit F**)
   (a) Export Hub-Data911 Dynamic Reports in RPW to PDF via Batch Process; where, a list of cases can be entered and the RPW system will generate the dynamic reports in PDF format into a pre-designated network or FTP folder.

(iv) RMS/RPW GEO Files – Integrated and based on CAD GEO Files and standards. It must follow the proper structure of direction first (if any), street name second, and street type third. (Example: N Blackstone Av).

(B) Mandated additions for future.

(i) Planned semi-annual upgrade in March and October. City choice to defer;

(ii) HOH issues exceeding 6 months. Contractor will provide continuous action on prioritized HOH tickets and will mutually agree with City on the prioritization.

(iii) Record Sealing module issues. Correct problem with disappearing narratives;

(iv) Disassociated Alerts when names are matched;

(v) Auto Name Matching
   (a) Need to create a process where a composite set of attributes by individual (last, first, race, sex, dob, and either or addition to a CII, CDL, or PD#) can be used to force a HNI or MNI match to existing entries. Note also that this same process can be used to converge names for multiple entries (MNI's) that might exist for a single individual.

(vi) Application Compatibility; With the operating systems being upgraded, the City has set as a goal the policy to remain parallel with best practice standards. These standards are common to hardware upgrades and operating system upgrades to take advantage of newer processing power as well as newer security and more dependability. Such changes by the City of Fresno – Police Department will require Contractor to:

(a) Remain reasonably up-to-date in supporting Contractor software so that it may be used with the City's adopted operating system standard and versions at the time. Currently, this is Microsoft, Windows XP; but, has already started and will continue to migrate systems to the Windows 7 Professional platform.

(b) Ensure that Contractor's software releases are operationally compliant with the current operating system version used by the City of Fresno. Currently, this is Microsoft Windows XP.

(c) Ensure that Contractor's software uses the latest software development rendition to ensure operational compliance with City systems and with inter-agency interfaces (C#, .NET etc.) that will ensure an application that runs without error on desktop systems adopted by the City to use in the operational environment; where currently, this is Microsoft Windows XP and Windows 7 Pro.

(d) Ensure that software releases work on the average desktop currently in service (Dell 740's which have 2 gigs RAM, 85 gig hard drives, and 1.8 ghz CPU's); as well as, on mobile hardware platforms such as the Hub-Data911 DuoCore M6 version or later.

(e) Ensure that software implemented by Contractor will work cooperatively with other software in use by the City without creating any adverse conditions. Upon new releases, the City will test new versions on a generic desktop configuration before acceptance will be made. The nominal configuration will consist at a minimum with the Windows XP or Window 7 Pro operating system with MS Office 7 Professional and all included office applications as well as desktop security such as Symantec 360, McAfee, or Trend Micro.

(f) Ensure that the software delivered by Contractor undergoes adequate internal testing by Contractor to minimize any testing and resource labor needs on the part of the City.

(g) Ensure that the software delivered by Contractor can provide adequate dual level security standard such as strong end user password schemes; using server based encrypted storage of those passwords; tracking failed log in attempts; forcing periodic (administratively set) logon changes; and maintaining a record of all logins.

(h) Shall allow City no less than 30 days to test newly implemented applications against the City's operational size to assure that Contractor's software will scale to the size and complexity of the City's use of technology without adverse performance impact by the Contractor's software.

(C) Source Code. For purposes of this Agreement, "Source Code" shall mean the source code for all software covered by the FAS Contract and this Agreement.

(i) Contractor shall within 30 days of the date this Agreement is entered into (date first set forth above as the date the Parties made this Agreement) deliver the most complete and current version of the Source Code to City ("Initial Delivery"). The initial delivery will also include any third party controls which the Contractor has deemed necessary and properly licensed to rely on and add to the code to ensure proper operability.

(ii) Contractor shall provide proof or rights to utilize third party controls when Source Code is released. After the Initial Delivery, Contractor shall deliver a complete and current version of the Source Code for any software covered by the FAS Contract and this Agreement to City with each released build of any software immediately upon such release. The Source Code shall accompany the new software. Deliveries will include any third party controls which the Contractor has deemed necessary and properly licensed to rely on and add to the Source Code to ensure proper operability. Contractor warrants that Source Code delivery shall contain all code and components that would enable the City to compile the code to a working executable and install package.

(iii) City shall have the right to permanently retain and use each current version of the Source Code delivered by Contractor. The City will use all reasonable precautions and take all necessary steps to prevent the software from being acquired by unauthorized persons and City will take appropriate action by instruction, agreement or otherwise, with any persons permitted access to the software so as to enable City to satisfy its obligation hereunder.

(iv) City shall have the right to permanently retain, use and compile all Source Codes delivered by Contractor.

(v) Contractor warrants that Contractor either (1) owns the software, including all trademark, copyright and other proprietary rights, or (2) is authorized to grant the rights to City to permanently retain, use and compile all Source Code delivered by Contractor.

(vi) Contractor warrants that the software covered under the FAS Contract and this Agreement is free from trademark, copyright and patent infringements that may prevent the City from legally and permanently retaining, using and compiling all Source Codes delivered by Contractor to City.

(vii) Contractor shall provide City with a "Site License," of all Contractor software purchased by City for its sole use, which affords the City permanent, unlimited use of the software including, without limitation, an unlimited number of concurrent users of the software.

(viii) Portions of this section pertaining to the City's right to permanently retain, use and compile all Source Codes delivered by Contractor shall survive expiration or termination of the FAS Contract and this Agreement.

6. Compensation.

(A) Contractor's sole compensation for satisfactory performance of all services and licensing required or rendered pursuant to this Agreement shall be as follows:

(i) a total fee not to exceed $170,904 for the period of September 3, 2009 through June 30, 2010;
(ii) a total fee not to exceed $250,000 for the period of July 1, 2010 through June 30, 2011;
(iii) a total fee not to exceed $285,000 for the period of July 1, 2011 through June 30, 2012; and
(iv) a total fee not to exceed the dollar amount mutually agreed upon by the parties in writing prior to the end of the then current initial term or renewal period for any 12-month renewal period. Provided monies have been appropriated, the Chief of Police of the City of Fresno Police Department is authorized to negotiate and agree in writing upon the dollar amount for any 12-month renewal period hereunder on behalf of the City.

The total fees above shall be paid on the basis of $276 per MDS unit listed in the respective fiscal year (ending June 30) **Schedule A of Exhibit A**, for all hardware maintenance services required or rendered pursuant to this Agreement and the balance for all software services and licensing. Contractor shall provide City each respective revised fiscal year **Schedule A** to **Exhibit A** at least 60 days prior to July 1 each year of this Agreement and any extension.

(B) The first payment shall be payable 10 days after City and Contractor's entering into this Agreement (date first set forth above as the date the Parties made this Agreement), with each annual payment thereafter payable 30 days after July 1. All payments under this Agreement will be subject to City's receipt of an invoice. Contractor shall submit an invoice for services to City at address listed below:

City of Fresno Police Department
c/o Fiscal Affairs Bureau
Post Office Box 1271
Fresno, CA 93715

(C) Any and all applicable tax payments associated with goods or services provided pursuant to this Agreement are not included in the fees and will be charged at the prevailing rate upon payment becoming due and contained within Contractor's invoice.

(D) The Parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modifications shall include an agreed upon adjustment in Contractors compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. Contractor shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

(E) Any failure by Contractor in providing services as required by this Agreement and its Exhibits will result in the City withholding payment(s) until such services or deliverables are received.

(F) Fees hereunder do not include support, license renewals and upgrades to any third party software or hardware including, but not limited to, Microsoft and Oracle. Any additional services for support, license renewal or upgrade to third party software or hardware shall require an amendment to the Agreement in accordance with Section 6(D) above.

7. Termination, Remedies and Force Majeure.

(A) This Agreement may be terminated by City without any liability of City or breach of contract, default, detrimental reliance or any other basis in law or equity upon the earlier of: (i) Contractor's filing for protection under the federal bankruptcy laws, or any bankruptcy petition for receiver commenced by a third party against Contractor; (ii) 30 calendar days prior written notice with or without cause by City to Contractor; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(B) This Agreement may be terminated immediately by either party upon 30 calendar days prior written notice should the other party substantially fail to observe, fulfill or perform any obligation, covenant, term or condition in accordance with this Agreement. The party will have substantially failed to observe, fulfill or perform any obligation, covenant, term or condition of this Agreement, if such failure is not cured within such 30 calendar day's prior written notice or substantial steps are not taken toward diligently accomplishing such correction and continuing such diligence to fully correct this material breach after the other party's notification of same.

(C) In the event this Agreement terminates pursuant to this Section 7, Contractor shall immediately reimburse City on a prorated basis (i.e., based upon 365 calendar days) for any previous payment made for services that were to be performed following the date of termination. In the event of Contractor's material breach of the Agreement, City may terminate this Agreement and will not be obligated to pay Contractor's invoice for the particular service which is the immediate subject of the breach. Contractor shall immediately reimburse City for any payment for such services prior to termination. This paragraph shall survive termination of this Agreement.

(D) Upon any breach of this Agreement by Contractor, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(E) Contractor shall provide City with adequate written assurances of future performance, upon City's request, in the event Contractor fails to comply with any terms or conditions of this Agreement.

(F) Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of City in the contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Contractor shall notify the City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the City of the cessation of such occurrence.

8. Non Infringement Warranty and Indemnification.

(A) Contractor warrants that the software and equipment are free from trademark, copyright and patent infringements.

(B) Contractor shall indemnify, hold harmless and defend City, its officials, officers, agents, employees and volunteers from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the system), attorneys fees, and other costs,

including all costs of defense, arising from all suits of law or action of every nature for or on account of the infringement of any patents, trademarks, or copyrights by reason of City's use of any proprietary materials, equipment, software, or processes, support services, enhancements, or upgrades to any of same.

(C) This Section shall survive termination or expiration of this Agreement.

9. Indemnification. Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or authorized volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

10. Insurance.

(A) Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all insurance as required in **Exhibit G** or as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion.

(B) If at any time during the life of the Agreement or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Contractor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(C) The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, agents, employees, persons under the supervision of Contractor, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(D) Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all

endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(E) If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to provide insurance protection in favor of City and each of its officers, officials, employees, agents and authorized volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Contractor and City prior to the commencement of any services by the subcontractor.

11. Nondiscrimination. Contractor shall not employ discriminatory practices in the provisions of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. During the performance of this Agreement, Contractor agrees as follows:

(A) Contractor will comply with all laws and regulations, as applicable providing that no person in the United States shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(B) Contractor will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Contractor shall take affirmative action to ensure that the applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of in non discrimination clause.

(C) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(D) Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union of workers' representatives of Contractors commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12. Independent Contractor

(A) In the furnishing of the services provided for herein, Contractor is acting solely as an independent contractor. Neither Contractor, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or

method by which Contractor shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof.

(B) This Agreement does not evidence a partnership or joint venture between Contractor and City. Contractor shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Contractor shall bear its own costs and expenses in pursuant thereof.

(C) Because of its status as an independent contractor, Contractor and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Contractor shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to City or to this Agreement.

13. Maintenance of Records. Records of Contractor pertaining to the services hereunder shall be kept in accordance with generally recognized accounting principles and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for the period of time required by law. In addition, all books, documents, papers, and records of Contractor pertaining to this Agreement shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This section shall survive expiration or termination of this Agreement.

14. Conflict of Interest and Non Solicitation.

(A) Prior to City's execution of this Agreement, Contractor shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit H**. During the term of this Agreement, Contractor shall have the obligation and duty to immediately notify City in writing of any change to the information provided by Contractor in such statement.

(B) Contractor shall comply, and require any of its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code 1090 et. seq., the California Political Reform Act (Government Code section 87100 et. seq.), and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). At any time, upon written request of City, Contractor shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Contractor and the respective subcontractor(s) are in full compliance with all laws and regulations. Contractor shall take, and require any subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Contractor shall immediately notify City of these facts in writing.

(C) In performing the services to be provided hereunder, Contractor shall not employ or retain the services of any person while such person is either employed by the City or is a member of any City Council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(D) Contractor represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(E) Neither Contractor, nor any of Contractor's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Agreement for the FAS Contract. Contactor and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Agreement or FAS Contract unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing.

(F) If Contractor should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Contractor shall include the provisions of this Section 14 in each subcontract and require its subcontractors to comply therewith.

(G) This Section 14 shall survive expiration or termination of this Agreement.

15. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be dually given if delivered personally, transmitted by facsimile followed by a telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the part's addressed set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

16. Binding. Subject to Section 17, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties respective heirs, successors, assigns, transferee, agents, servants, employees and representatives.

17. Assignment. This Agreement is personal to Contractor and there shall be no assignment by the Contractor of its rights or obligation under this Agreement without the prior written approval of the City. Any attempted assignment by Contractor, its successors or assigns, shall be null and void unless approved in writing by the City.

18. Compliance with Law. In providing the services required under this Agreement, Contractor shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

This section includes, but is not limited to, the Contractor's responsibility to comply with all requirements imposed by the California Department of Justice. These requirements include, but are not limited to, the requirement for Contractor and/or Contractor's employees to enter into a Private Contractor Management Control Agreement. For Contractor's reference, a copy of the Private Contractor Management Control Agreement is attached hereto as **Exhibit I**.

19. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

20. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of defiling of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

21. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

22. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision, or part thereof, shall not affect the validity or invalidity of any other provision.

23. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

24. Attorneys fees. If either parties required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys fees and legal expenses.

25. Exhibits. Each exhibit, schedule and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

26. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit, schedule or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit, schedule or attachment. Furthermore, any terms or conditions contained within any exhibit, schedule or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

28. Time of the Essence. Time is of the essence in this Agreement and failure to comply with this provision shall constitute a material breach of this Agreement.

29. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

30. Extent of Agreement. Each party acknowledges that they have read and fully understood the contents of this Agreement. This Agreement and the FAS Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument dually authorized and executed by both City and Contractor.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

City of Fresno,
a municipal corporation

By: _____
Jerry Dyer, Chief of Police

ATTEST:
REBECCA E. KLISCH
City Clerk

By: Cindy Bruer 12/8/10
Deputy

APPROVED AS TO FORM:
JAMES SANCHEZ
City Attorney

By: _____ 11/22/10
Nancy A. Algier
Senior Deputy

Hubb Systems, LLC,
a California limited liability company,
dba Hub-Data911

By: _____

Name: Abbigail Baker

Title: Chief Operating Officer

By: _____

Name: Don Hubbard

Title: Chairman

Addresses:

City:

City of Fresno
Attention: Lt. Mike Brogdon
2323 Mariposa Mall
Fresno, CA 93721
Phone: (559) 621-2255
FAX: (559 457-1204

Contractor:

Hubb Systems, LLC
Attention: Mr. Donald Hubbard
2021 Challenger Drive
Alameda, CA 94501
Phone: (510) 865-9100
FAX: (510) 865-9090

Attachments:

1. Exhibit A - Software and Mobile Data System Equipment List
   Schedule A - All MDS
2. Exhibit B - Software Enhancement Services Statement of Work
3. Exhibit C - MDS Extended Warranty Statement of Work
   Attachment A - Parts Price List
4. Exhibit D – Communication Link Specification
5. Exhibit E – Digital Media Attachment
6. Exhibit F – Report Generation Specification
7. Exhibit G - Insurance Requirements
8. Exhibit H - Conflict of Interest Disclosure
9. Exhibit I - Private Contractor Management Control Agreement

Schedule A

MDS Unit Serial #	Extended Warranty Cost	Original Ship Date	Current Warranty End Date	Proposed Warranty End Date	Unit Type
13080	$207.00	02/20/04	09/02/09	06/30/10	Full M5 System
13081	$207.00	02/20/04	09/02/09	06/30/10	Full M5 System
13082	$207.00	02/20/04	09/02/09	06/30/10	Full M5 System
13205	$207.00	03/01/04	09/02/09	06/30/10	Full M5 System
13206	$207.00	03/01/04	09/02/09	06/30/10	Full M5 System
13207	$207.00	03/01/04	09/02/09	06/30/10	Full M5 System
14144	$207.00	05/05/04	09/02/09	06/30/10	Full M5 System
14145	$207.00	05/05/04	09/02/09	06/30/10	Full M5 System
14146	$207.00	05/05/04	09/02/09	06/30/10	Full M5 System
14147	$207.00	05/05/04	09/02/09	06/30/10	Full M5 System
14148	$207.00	05/05/04	09/02/09	06/30/10	Full M5 System
14149	$207.00	05/05/04	09/02/09	06/30/10	Full M5 System
14150	$207.00	05/05/04	09/02/09	06/30/10	Full M5 System
14151	$207.00	05/05/04	09/02/09	06/30/10	Full M5 System
15022	$207.00	07/13/04	09/02/09	06/30/10	Full M5 System
15023	$207.00	07/13/04	09/02/09	06/30/10	Full M5 System
15024	$207.00	07/13/04	09/02/09	06/30/10	Full M5 System
15025	$207.00	07/13/04	09/02/09	06/30/10	Full M5 System
15026	$207.00	07/13/04	09/02/09	06/30/10	Full M5 System
15027	$207.00	07/13/04	09/02/09	06/30/10	Full M5 System
15028	$207.00	07/13/04	09/02/09	06/30/10	Full M5 System
15029	$207.00	07/13/04	09/02/09	06/30/10	Full M5 System
15533	$207.00	09/08/04	09/02/09	06/30/10	Full M5 System
15534	$207.00	09/08/04	09/02/09	06/30/10	Full M5 System
15535	$207.00	09/08/04	09/02/09	06/30/10	Full M5 System
15536	$207.00	09/08/04	09/02/09	06/30/10	Full M5 System
15537	$207.00	09/08/04	09/02/09	06/30/10	Full M5 System
15538	$207.00	09/08/04	09/02/09	06/30/10	Full M5 System
15539	$207.00	09/08/04	09/02/09	06/30/10	Full M5 System
15540	$207.00	09/08/04	09/02/09	06/30/10	Full M5 System
15541	$207.00	09/08/04	09/02/09	06/30/10	Full M5 System
15542	$207.00	09/08/04	09/02/09	06/30/10	Full M5 System
15543	$207.00	09/08/04	09/02/09	06/30/10	Full M5 System
15544	$207.00	09/08/04	09/02/09	06/30/10	Full M5 System
15545	$207.00	09/08/04	09/02/09	06/30/10	Full M5 System
15546	$207.00	09/08/04	09/02/09	06/30/10	Full M5 System
15547	$207.00	09/08/04	09/02/09	06/30/10	Full M5 System
15646	$207.00	09/15/04	09/02/09	06/30/10	Full M5 System
15647	$207.00	09/15/04	09/02/09	06/30/10	Full M5 System
15648	$207.00	09/15/04	09/02/09	06/30/10	Full M5 System
15649	$207.00	09/15/04	09/02/09	06/30/10	Full M5 System
15650	$207.00	09/15/04	09/02/09	06/30/10	Full M5 System
15651	$207.00	09/15/04	09/02/09	06/30/10	Full M5 System
15652	$207.00	09/15/04	09/02/09	06/30/10	Full M5 System
15653	$207.00	09/15/04	09/02/09	06/30/10	Full M5 System
15654	$207.00	09/15/04	09/02/09	06/30/10	Full M5 System
15655	$207.00	09/15/04	09/02/09	06/30/10	Full M5 System
16211	$207.00	10/27/04	09/02/09	06/30/10	Full M5 System

Schedule A

16212	$207.00	10/27/04	09/02/09	06/30/10	Full M5 System
16213	$207.00	10/27/04	09/02/09	06/30/10	Full M5 System
18282	$207.00	05/18/05	09/02/09	06/30/10	Full M5 System
18466	$207.00	06/02/05	09/02/09	06/30/10	Full M5 System
18549	$207.00	06/08/05	09/02/09	06/30/10	Full M5 System
18550	$207.00	06/08/05	09/02/09	06/30/10	Full M5 System
18551	$207.00	06/08/05	09/02/09	06/30/10	Full M5 System
18552	$207.00	06/08/05	09/02/09	06/30/10	Full M5 System
18553	$207.00	06/08/05	09/02/09	06/30/10	Full M5 System
18554	$207.00	06/08/05	09/02/09	06/30/10	Full M5 System
18555	$207.00	06/08/05	09/02/09	06/30/10	Full M5 System
18556	$207.00	06/08/05	09/02/09	06/30/10	Full M5 System
18557	$207.00	06/08/05	09/02/09	06/30/10	Full M5 System
18558	$207.00	06/08/05	09/02/09	06/30/10	Full M5 System
18559	$207.00	06/08/05	09/02/09	06/30/10	Full M5 System
18560	$207.00	06/08/05	09/02/09	06/30/10	Full M5 System
18561	$207.00	06/08/05	09/02/09	06/30/10	Full M5 System
18562	$207.00	06/08/05	09/02/09	06/30/10	Full M5 System
18563	$207.00	06/08/05	09/02/09	06/30/10	Full M5 System
19113	$207.00	08/01/05	09/02/09	06/30/10	Full M5 System
19114	$207.00	08/01/05	09/02/09	06/30/10	Full M5 System
22391	$207.00	05/15/06	09/02/09	06/30/10	Full M52 System
22511	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22512	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22513	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22514	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22515	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22516	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22517	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22518	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22519	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22520	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22521	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22522	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22523	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22524	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22525	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22526	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22527	$207.00	05/26/06	09/02/09	06/30/10	Full M52 System
22554	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22555	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22556	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22557	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22558	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22559	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22560	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22561	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22562	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22563	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22564	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22565	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System

Schedule A

22566	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22567	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22568	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22569	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22570	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22571	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22572	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22573	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22574	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22575	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22576	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22577	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22578	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22579	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22580	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22581	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22582	$207.00	05/31/06	09/02/09	06/30/10	Full M52 System
22583	$207.00	06/05/06	09/02/09	06/30/10	Full M52 System
22606	$207.00	06/05/06	09/02/09	06/30/10	Full M52 System
22607	$207.00	06/05/06	09/02/09	06/30/10	Full M52 System
22608	$207.00	06/05/06	09/02/09	06/30/10	Full M52 System
22609	$207.00	06/05/06	09/02/09	06/30/10	Full M52 System
22610	$207.00	06/05/06	09/02/09	06/30/10	Full M52 System
22611 *	$207.00	06/05/06	09/02/09	06/30/10	Full M52 System
22612	$207.00	06/05/06	09/02/09	06/30/10	Full M52 System
22613	$207.00	06/05/06	09/02/09	06/30/10	Full M52 System
22614	$207.00	06/05/06	09/02/09	06/30/10	Full M52 System
22615	$207.00	06/05/06	09/02/09	06/30/10	Full M52 System
24858	$207.00	12/12/06	09/02/09	06/30/10	Full M52 System
25427	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25428	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25429	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25430	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25431	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25432	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25433	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25434	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25435	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25436	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25437	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25438	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25439	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25440	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25441	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25442	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25443	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25444	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25445	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25446	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25447	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25448	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System

Schedule A

25449	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25450	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25451	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25452	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25453	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25454	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25455	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25456	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25457	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25458	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25459	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25460	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25461	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25462	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25463	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25464	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25465	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25466	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25467	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25468	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25469	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25470	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25471	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25472	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25473	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25474	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25475	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25476	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25477	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25478	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25479	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25480	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25481	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25482	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25483	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25487	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25488	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
25489	$207.00	02/27/07	09/02/09	06/30/10	Full M52 System
26924	$0.00	11/28/07	02/28/11	02/28/11	Full M6 System
26925	$0.00	11/28/07	02/28/11	02/28/11	Full M6 System
26926	$0.00	11/28/07	02/28/11	02/28/11	Full M6 System
26927	$0.00	11/28/07	02/28/11	02/28/11	Full M6 System
26928	$0.00	11/28/07	02/28/11	02/28/11	Full M6 System
26929	$0.00	11/28/07	02/28/11	02/28/11	Full M6 System
26930	$0.00	11/28/07	02/28/11	02/28/11	Full M6 System
26931	$0.00	11/28/07	02/28/11	02/28/11	Full M6 System
26932	$0.00	11/28/07	02/28/11	02/28/11	Full M6 System
26933	$0.00	11/28/07	02/28/11	02/28/11	Full M6 System
26934	$0.00	11/28/07	02/28/11	02/28/11	Full M6 System
26935	$0.00	11/28/07	02/28/11	02/28/11	Full M6 System
27303	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System

Schedule A

27304	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27305	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27306	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27307	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27308	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27309	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27310	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27311	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27312	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27313	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27314	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27890	$0.00	12/28/07	03/28/11	03/28/11	Full M6 System
27891	$0.00	12/28/07	03/28/11	03/28/11	Full M6 System
27892	$0.00	12/28/07	03/28/11	03/28/11	Full M6 System
27893	$0.00	12/28/07	03/28/11	03/28/11	Full M6 System
27894	$0.00	12/28/07	03/28/11	03/28/11	Full M6 System
27895	$0.00	12/28/07	03/28/11	03/28/11	Full M6 System
27896	$0.00	12/28/07	03/28/11	03/28/11	Full M6 System
27897	$0.00	12/28/07	03/28/11	03/28/11	Full M6 System
27898	$0.00	12/28/07	03/28/11	03/28/11	Full M6 System
27899	$0.00	12/28/07	03/28/11	03/28/11	Full M6 System
27900	$0.00	12/28/07	03/28/11	03/28/11	Full M6 System
27901	$0.00	12/28/07	03/28/11	03/28/11	Full M6 System
28109	$0.00	02/21/08	05/21/11	05/21/11	Full M6 System
28110	$0.00	02/21/08	05/21/11	05/21/11	Full M6 System
28111	$0.00	02/21/08	05/21/11	05/21/11	Full M6 System
28112	$0.00	02/21/08	05/21/11	05/21/11	Full M6 System
28113	$0.00	02/21/08	05/21/11	05/21/11	Full M6 System
28114	$0.00	02/21/08	05/21/11	05/21/11	Full M6 System
28176	$0.00	02/13/08	05/13/11	05/13/11	Full M6 System
28177	$0.00	02/13/08	05/13/11	05/13/11	Full M6 System
28178	$0.00	02/13/08	05/13/11	05/13/11	Full M6 System
28179	$0.00	02/13/08	05/13/11	05/13/11	Full M6 System
28180	$0.00	02/13/08	05/13/11	05/13/11	Full M6 System
28181	$0.00	02/13/08	05/13/11	05/13/11	Full M6 System
28300	$0.00	03/17/08	06/17/11	06/17/11	Full M6 System
28301	$0.00	03/17/08	06/17/11	06/17/11	Full M6 System
28302	$0.00	03/17/08	06/17/11	06/17/11	Full M6 System
28303	$0.00	03/17/08	06/17/11	06/17/11	Full M6 System
28304	$0.00	03/17/08	06/17/11	06/17/11	Full M6 System
28305	$0.00	03/17/08	06/17/11	06/17/11	Full M6 System
28306	$0.00	03/17/08	06/17/11	06/17/11	Full M6 System
28307	$0.00	03/17/08	06/17/11	06/17/11	Full M6 System
29010	$0.00	05/23/08	08/23/11	08/23/11	Full M6 System
29011	$0.00	05/23/08	08/23/11	08/23/11	Full M6 System
30063	$0.00	09/11/08	12/11/11	12/11/11	Full M6 System
30064	$0.00	09/11/08	12/11/11	12/11/11	Full M6 System
30065	$0.00	09/11/08	12/11/11	12/11/11	Full M6 System
30066	$0.00	09/11/08	12/11/11	12/11/11	Full M6 System
01-1117	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1118	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*

Schedule A

01-1119	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1120	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1121	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1122	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1123	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1124	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1125	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1126	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1127	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1128	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1129	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1130	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1131	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1132	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1133	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1134	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1135	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1136	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1137	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*

Total quoted cost to cover 251 full Hub-Data911 systems and 21 Hybrid Systems* with the serial numbers listed above until the date as shown in 'Proposed Warranty End Date': $ 38,916.00

*NOTE: 21 individual CPU, Keyboards and Displays are paired together to make full systems.
The serial numbers for the CPU units are listed above and account for as full systems.
The serial numbers for the displays and keyboards are as follows:
Keyboards: SN 03-2943 thru 03-2963
Displays: SN 02-0636 thru 02-0656

Schedule A

MDS Unit Serial #	Extended Warranty Cost	Original Ship Date	Current Warranty End Date	Proposed Warranty End Date	Unit Type
13080	$276.00	02/20/04	06/30/10	06/30/11	Full M5 System
13081	$276.00	02/20/04	06/30/10	06/30/11	Full M5 System
13082	$276.00	02/20/04	06/30/10	06/30/11	Full M5 System
13205	$276.00	03/01/04	06/30/10	06/30/11	Full M5 System
13206	$276.00	03/01/04	06/30/10	06/30/11	Full M5 System
13207	$276.00	03/01/04	06/30/10	06/30/11	Full M5 System
14144	$276.00	05/05/04	06/30/10	06/30/11	Full M5 System
14145	$276.00	05/05/04	06/30/10	06/30/11	Full M5 System
14146	$276.00	05/05/04	06/30/10	06/30/11	Full M5 System
14147	$276.00	05/05/04	06/30/10	06/30/11	Full M5 System
14148	$276.00	05/05/04	06/30/10	06/30/11	Full M5 System
14149	$276.00	05/05/04	06/30/10	06/30/11	Full M5 System
14150	$276.00	05/05/04	06/30/10	06/30/11	Full M5 System
14151	$276.00	05/05/04	06/30/10	06/30/11	Full M5 System
15022	$276.00	07/13/04	06/30/10	06/30/11	Full M5 System
15023	$276.00	07/13/04	06/30/10	06/30/11	Full M5 System
15024	$276.00	07/13/04	06/30/10	06/30/11	Full M5 System
15025	$276.00	07/13/04	06/30/10	06/30/11	Full M5 System
15026	$276.00	07/13/04	06/30/10	06/30/11	Full M5 System
15027	$276.00	07/13/04	06/30/10	06/30/11	Full M5 System
15028	$276.00	07/13/04	06/30/10	06/30/11	Full M5 System
15029	$276.00	07/13/04	06/30/10	06/30/11	Full M5 System
15533	$276.00	09/08/04	06/30/10	06/30/11	Full M5 System
15534	$276.00	09/08/04	06/30/10	06/30/11	Full M5 System
15535	$276.00	09/08/04	06/30/10	06/30/11	Full M5 System
15536	$276.00	09/08/04	06/30/10	06/30/11	Full M5 System
15537	$276.00	09/08/04	06/30/10	06/30/11	Full M5 System
15538	$276.00	09/08/04	06/30/10	06/30/11	Full M5 System
15539	$276.00	09/08/04	06/30/10	06/30/11	Full M5 System
15540	$276.00	09/08/04	06/30/10	06/30/11	Full M5 System
15541	$276.00	09/08/04	06/30/10	06/30/11	Full M5 System
15542	$276.00	09/08/04	06/30/10	06/30/11	Full M5 System
15543	$276.00	09/08/04	06/30/10	06/30/11	Full M5 System
15544	$276.00	09/08/04	06/30/10	06/30/11	Full M5 System
15545	$276.00	09/08/04	06/30/10	06/30/11	Full M5 System
15546	$276.00	09/08/04	06/30/10	06/30/11	Full M5 System
15547	$276.00	09/08/04	06/30/10	06/30/11	Full M5 System
15646	$276.00	09/15/04	06/30/10	06/30/11	Full M5 System
15647	$276.00	09/15/04	06/30/10	06/30/11	Full M5 System
15648	$276.00	09/15/04	06/30/10	06/30/11	Full M5 System
15649	$276.00	09/15/04	06/30/10	06/30/11	Full M5 System
15650	$276.00	09/15/04	06/30/10	06/30/11	Full M5 System
15651	$276.00	09/15/04	06/30/10	06/30/11	Full M5 System
15652	$276.00	09/15/04	06/30/10	06/30/11	Full M5 System
15653	$276.00	09/15/04	06/30/10	06/30/11	Full M5 System
15654	$276.00	09/15/04	06/30/10	06/30/11	Full M5 System
15655	$276.00	09/15/04	06/30/10	06/30/11	Full M5 System
16211	$276.00	10/27/04	06/30/10	06/30/11	Full M5 System

Schedule A

16212	$276.00	10/27/04	06/30/10	06/30/11	Full M5 System
16213	$276.00	10/27/04	06/30/10	06/30/11	Full M5 System
18282	$276.00	05/18/05	06/30/10	06/30/11	Full M5 System
18466	$276.00	06/02/05	06/30/10	06/30/11	Full M5 System
18549	$276.00	06/08/05	06/30/10	06/30/11	Full M5 System
18550	$276.00	06/08/05	06/30/10	06/30/11	Full M5 System
18551	$276.00	06/08/05	06/30/10	06/30/11	Full M5 System
18552	$276.00	06/08/05	06/30/10	06/30/11	Full M5 System
18553	$276.00	06/08/05	06/30/10	06/30/11	Full M5 System
18554	$276.00	06/08/05	06/30/10	06/30/11	Full M5 System
18555	$276.00	06/08/05	06/30/10	06/30/11	Full M5 System
18556	$276.00	06/08/05	06/30/10	06/30/11	Full M5 System
18557	$276.00	06/08/05	06/30/10	06/30/11	Full M5 System
18558	$276.00	06/08/05	06/30/10	06/30/11	Full M5 System
18559	$276.00	06/08/05	06/30/10	06/30/11	Full M5 System
18560	$276.00	06/08/05	06/30/10	06/30/11	Full M5 System
18561	$276.00	06/08/05	06/30/10	06/30/11	Full M5 System
18562	$276.00	06/08/05	06/30/10	06/30/11	Full M5 System
18563	$276.00	06/08/05	06/30/10	06/30/11	Full M5 System
19113	$276.00	08/01/05	06/30/10	06/30/11	Full M5 System
19114	$276.00	08/01/05	06/30/10	06/30/11	Full M5 System
22391	$276.00	05/15/06	06/30/10	06/30/11	Full M52 System
22511	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22512	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22513	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22514	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22515	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22516	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22517	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22518	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22519	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22520	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22521	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22522	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22523	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22524	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22525	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22526	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22527	$276.00	05/26/06	06/30/10	06/30/11	Full M52 System
22554	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22555	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22556	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22557	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22558	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22559	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22560	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22561	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22562	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22563	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22564	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22565	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System

Schedule A

22566	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22567	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22568	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22569	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22570	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22571	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22572	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22573	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22574	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22575	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22576	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22577	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22578	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22579	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22580	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22581	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22582	$276.00	05/31/06	06/30/10	06/30/11	Full M52 System
22583	$276.00	06/05/06	06/30/10	06/30/11	Full M52 System
22606	$276.00	06/05/06	06/30/10	06/30/11	Full M52 System
22607	$276.00	06/05/06	06/30/10	06/30/11	Full M52 System
22608	$276.00	06/05/06	06/30/10	06/30/11	Full M52 System
22609	$276.00	06/05/06	06/30/10	06/30/11	Full M52 System
22610	$276.00	06/05/06	06/30/10	06/30/11	Full M52 System
22611 *	$276.00	06/05/06	06/30/10	06/30/11	Full M52 System
22612	$276.00	06/05/06	06/30/10	06/30/11	Full M52 System
22613	$276.00	06/05/06	06/30/10	06/30/11	Full M52 System
22614	$276.00	06/05/06	06/30/10	06/30/11	Full M52 System
22615	$276.00	06/05/06	06/30/10	06/30/11	Full M52 System
24858	$276.00	12/12/06	06/30/10	06/30/11	Full M52 System
25427	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25428	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25429	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25430	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25431	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25432	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25433	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25434	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25435	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25436	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25437	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25438	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25439	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25440	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25441	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25442	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25443	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25444	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25445	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25446	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25447	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25448	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System

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25449	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25450	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25451	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25452	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25453	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25454	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25455	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25456	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25457	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25458	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25459	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25460	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25461	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25462	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25463	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25464	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25465	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25466	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25467	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25468	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25469	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25470	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25471	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25472	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25473	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25474	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25475	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25476	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25477	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25478	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25479	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25480	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25481	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25482	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25483	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25487	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25488	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
25489	$276.00	02/27/07	06/30/10	06/30/11	Full M52 System
26924	$92.00	11/28/07	02/28/11	06/30/11	Full M6 System
26925	$92.00	11/28/07	02/28/11	06/30/11	Full M6 System
26926	$92.00	11/28/07	02/28/11	06/30/11	Full M6 System
26927	$92.00	11/28/07	02/28/11	06/30/11	Full M6 System
26928	$92.00	11/28/07	02/28/11	06/30/11	Full M6 System
26929	$92.00	11/28/07	02/28/11	06/30/11	Full M6 System
26930	$92.00	11/28/07	02/28/11	06/30/11	Full M6 System
26931	$92.00	11/28/07	02/28/11	06/30/11	Full M6 System
26932	$92.00	11/28/07	02/28/11	06/30/11	Full M6 System
26933	$92.00	11/28/07	02/28/11	06/30/11	Full M6 System
26934	$92.00	11/28/07	02/28/11	06/30/11	Full M6 System
26935	$92.00	11/28/07	02/28/11	06/30/11	Full M6 System
27303	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System

Schedule A

27304	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27305	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27306	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27307	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27308	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27309	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27310	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27311	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27312	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27313	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27314	$0.00	05/28/08	08/28/11	08/28/11	Full M6 System
27890	$69.00	12/28/07	03/28/11	06/30/11	Full M6 System
27891	$69.00	12/28/07	03/28/11	06/30/11	Full M6 System
27892	$69.00	12/28/07	03/28/11	06/30/11	Full M6 System
27893	$69.00	12/28/07	03/28/11	06/30/11	Full M6 System
27894	$69.00	12/28/07	03/28/11	06/30/11	Full M6 System
27895	$69.00	12/28/07	03/28/11	06/30/11	Full M6 System
27896	$69.00	12/28/07	03/28/11	06/30/11	Full M6 System
27897	$69.00	12/28/07	03/28/11	06/30/11	Full M6 System
27898	$69.00	12/28/07	03/28/11	06/30/11	Full M6 System
27899	$69.00	12/28/07	03/28/11	06/30/11	Full M6 System
27900	$69.00	12/28/07	03/28/11	06/30/11	Full M6 System
27901	$69.00	12/28/07	03/28/11	06/30/11	Full M6 System
28109	$23.00	02/21/08	05/21/11	06/30/11	Full M6 System
28110	$23.00	02/21/08	05/21/11	06/30/11	Full M6 System
28111	$23.00	02/21/08	05/21/11	06/30/11	Full M6 System
28112	$23.00	02/21/08	05/21/11	06/30/11	Full M6 System
28113	$23.00	02/21/08	05/21/11	06/30/11	Full M6 System
28114	$23.00	02/21/08	05/21/11	06/30/11	Full M6 System
28176	$23.00	02/13/08	05/13/11	06/30/11	Full M6 System
28177	$23.00	02/13/08	05/13/11	06/30/11	Full M6 System
28178	$23.00	02/13/08	05/13/11	06/30/11	Full M6 System
28179	$23.00	02/13/08	05/13/11	06/30/11	Full M6 System
28180	$23.00	02/13/08	05/13/11	06/30/11	Full M6 System
28181	$23.00	02/13/08	05/13/11	06/30/11	Full M6 System
28300	$0.00	03/17/08	06/17/11	06/30/11	Full M6 System
28301	$0.00	03/17/08	06/17/11	06/30/11	Full M6 System
28302	$0.00	03/17/08	06/17/11	06/30/11	Full M6 System
28303	$0.00	03/17/08	06/17/11	06/30/11	Full M6 System
28304	$0.00	03/17/08	06/17/11	06/30/11	Full M6 System
28305	$0.00	03/17/08	06/17/11	06/30/11	Full M6 System
28306	$0.00	03/17/08	06/17/11	06/30/11	Full M6 System
28307	$0.00	03/17/08	06/17/11	06/30/11	Full M6 System
29010	$0.00	05/23/08	08/23/11	08/22/11	Full M6 System
29011	$0.00	05/23/08	08/23/11	08/22/11	Full M6 System
30063	$0.00	09/11/08	12/11/11	12/11/11	Full M6 System
30064	$0.00	09/11/08	12/11/11	12/11/11	Full M6 System
30065	$0.00	09/11/08	12/11/11	12/11/11	Full M6 System
30066	$0.00	09/11/08	12/11/11	12/11/11	Full M6 System
01-1117	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1118	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*

Schedule A

01-1119	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1120	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1121	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1122	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1123	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1124	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1125	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1126	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1127	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1128	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1129	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1130	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1131	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1132	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1133	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1134	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1135	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1136	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*
01-1137	$0.00	10/21/08	11/21/11	11/21/11	Full M6 System*

Total quoted cost to cover 251full Hub-Data911 systems and 21 Hybrid Systems* with the serial numbers listed above until the date as shown in 'Proposed Warranty End Date':" $ 54,096.00

*NOTE: 21 individual CPU, Keyboards and Displays are paired together to make full systems.
The serial numbers for the CPU units are listed above and account for as full systems.
The serial numbers for the displays and keyboards are as follows:
Keyboards: SN 03-2943 thru 03-2963
Displays: SN 02-0636 thru 02-0656

Schedule A

MDS Unit Serial #	Extended Warranty Cost	Original Ship Date	Current Warranty End Date	Proposed Warranty End Date	Unit Type
13080	$276.00	02/20/04	06/30/11	06/30/12	Full M5 System
13081	$276.00	02/20/04	06/30/11	06/30/12	Full M5 System
13082	$276.00	02/20/04	06/30/11	06/30/12	Full M5 System
13205	$276.00	03/01/04	06/30/11	06/30/12	Full M5 System
13206	$276.00	03/01/04	06/30/11	06/30/12	Full M5 System
13207	$276.00	03/01/04	06/30/11	06/30/12	Full M5 System
14144	$276.00	05/05/04	06/30/11	06/30/12	Full M5 System
14145	$276.00	05/05/04	06/30/11	06/30/12	Full M5 System
14146	$276.00	05/05/04	06/30/11	06/30/12	Full M5 System
14147	$276.00	05/05/04	06/30/11	06/30/12	Full M5 System
14148	$276.00	05/05/04	06/30/11	06/30/12	Full M5 System
14149	$276.00	05/05/04	06/30/11	06/30/12	Full M5 System
14150	$276.00	05/05/04	06/30/11	06/30/12	Full M5 System
14151	$276.00	05/05/04	06/30/11	06/30/12	Full M5 System
15022	$276.00	07/13/04	06/30/11	06/30/12	Full M5 System
15023	$276.00	07/13/04	06/30/11	06/30/12	Full M5 System
15024	$276.00	07/13/04	06/30/11	06/30/12	Full M5 System
15025	$276.00	07/13/04	06/30/11	06/30/12	Full M5 System
15026	$276.00	07/13/04	06/30/11	06/30/12	Full M5 System
15027	$276.00	07/13/04	06/30/11	06/30/12	Full M5 System
15028	$276.00	07/13/04	06/30/11	06/30/12	Full M5 System
15029	$276.00	07/13/04	06/30/11	06/30/12	Full M5 System
15533	$276.00	09/08/04	06/30/11	06/30/12	Full M5 System
15534	$276.00	09/08/04	06/30/11	06/30/12	Full M5 System
15535	$276.00	09/08/04	06/30/11	06/30/12	Full M5 System
15536	$276.00	09/08/04	06/30/11	06/30/12	Full M5 System
15537	$276.00	09/08/04	06/30/11	06/30/12	Full M5 System
15538	$276.00	09/08/04	06/30/11	06/30/12	Full M5 System
15539	$276.00	09/08/04	06/30/11	06/30/12	Full M5 System
15540	$276.00	09/08/04	06/30/11	06/30/12	Full M5 System
15541	$276.00	09/08/04	06/30/11	06/30/12	Full M5 System
15542	$276.00	09/08/04	06/30/11	06/30/12	Full M5 System
15543	$276.00	09/08/04	06/30/11	06/30/12	Full M5 System
15544	$276.00	09/08/04	06/30/11	06/30/12	Full M5 System
15545	$276.00	09/08/04	06/30/11	06/30/12	Full M5 System
15546	$276.00	09/08/04	06/30/11	06/30/12	Full M5 System
15547	$276.00	09/08/04	06/30/11	06/30/12	Full M5 System
15646	$276.00	09/15/04	06/30/11	06/30/12	Full M5 System
15647	$276.00	09/15/04	06/30/11	06/30/12	Full M5 System
15648	$276.00	09/15/04	06/30/11	06/30/12	Full M5 System
15649	$276.00	09/15/04	06/30/11	06/30/12	Full M5 System
15650	$276.00	09/15/04	06/30/11	06/30/12	Full M5 System
15651	$276.00	09/15/04	06/30/11	06/30/12	Full M5 System
15652	$276.00	09/15/04	06/30/11	06/30/12	Full M5 System
15653	$276.00	09/15/04	06/30/11	06/30/12	Full M5 System
15654	$276.00	09/15/04	06/30/11	06/30/12	Full M5 System
15655	$276.00	09/15/04	06/30/11	06/30/12	Full M5 System
16211	$276.00	10/27/04	06/30/11	06/30/12	Full M5 System

Schedule A

16212	$276.00	10/27/04	06/30/11	06/30/12	Full M5 System
16213	$276.00	10/27/04	06/30/11	06/30/12	Full M5 System
18282	$276.00	05/18/05	06/30/11	06/30/12	Full M5 System
18466	$276.00	06/02/05	06/30/11	06/30/12	Full M5 System
18549	$276.00	06/08/05	06/30/11	06/30/12	Full M5 System
18550	$276.00	06/08/05	06/30/11	06/30/12	Full M5 System
18551	$276.00	06/08/05	06/30/11	06/30/12	Full M5 System
18552	$276.00	06/08/05	06/30/11	06/30/12	Full M5 System
18553	$276.00	06/08/05	06/30/11	06/30/12	Full M5 System
18554	$276.00	06/08/05	06/30/11	06/30/12	Full M5 System
18555	$276.00	06/08/05	06/30/11	06/30/12	Full M5 System
18556	$276.00	06/08/05	06/30/11	06/30/12	Full M5 System
18557	$276.00	06/08/05	06/30/11	06/30/12	Full M5 System
18558	$276.00	06/08/05	06/30/11	06/30/12	Full M5 System
18559	$276.00	06/08/05	06/30/11	06/30/12	Full M5 System
18560	$276.00	06/08/05	06/30/11	06/30/12	Full M5 System
18561	$276.00	06/08/05	06/30/11	06/30/12	Full M5 System
18562	$276.00	06/08/05	06/30/11	06/30/12	Full M5 System
18563	$276.00	06/08/05	06/30/11	06/30/12	Full M5 System
19113	$276.00	08/01/05	06/30/11	06/30/12	Full M5 System
19114	$276.00	08/01/05	06/30/11	06/30/12	Full M5 System
22391	$276.00	05/15/06	06/30/11	06/30/12	Full M52 System
22511	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22512	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22513	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22514	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22515	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22516	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22517	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22518	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22519	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22520	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22521	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22522	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22523	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22524	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22525	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22526	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22527	$276.00	05/26/06	06/30/11	06/30/12	Full M52 System
22554	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22555	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22556	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22557	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22558	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22559	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22560	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22561	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22562	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22563	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22564	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22565	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System

Schedule A

22566	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22567	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22568	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22569	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22570	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22571	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22572	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22573	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22574	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22575	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22576	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22577	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22578	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22579	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22580	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22581	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22582	$276.00	05/31/06	06/30/11	06/30/12	Full M52 System
22583	$276.00	06/05/06	06/30/11	06/30/12	Full M52 System
22606	$276.00	06/05/06	06/30/11	06/30/12	Full M52 System
22607	$276.00	06/05/06	06/30/11	06/30/12	Full M52 System
22608	$276.00	06/05/06	06/30/11	06/30/12	Full M52 System
22609	$276.00	06/05/06	06/30/11	06/30/12	Full M52 System
22610	$276.00	06/05/06	06/30/11	06/30/12	Full M52 System
22611 *	$276.00	06/05/06	06/30/11	06/30/12	Full M52 System
22612	$276.00	06/05/06	06/30/11	06/30/12	Full M52 System
22613	$276.00	06/05/06	06/30/11	06/30/12	Full M52 System
22614	$276.00	06/05/06	06/30/11	06/30/12	Full M52 System
22615	$276.00	06/05/06	06/30/11	06/30/12	Full M52 System
24858	$276.00	12/12/06	06/30/11	06/30/12	Full M52 System
25427	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25428	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25429	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25430	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25431	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25432	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25433	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25434	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25435	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25436	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25437	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25438	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25439	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25440	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25441	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25442	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25443	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25444	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25445	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25446	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25447	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25448	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System

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25449	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25450	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25451	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25452	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25453	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25454	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25455	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25456	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25457	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25458	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25459	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25460	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25461	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25462	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25463	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25464	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25465	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25466	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25467	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25468	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25469	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25470	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25471	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25472	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25473	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25474	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25475	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25476	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25477	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25478	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25479	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25480	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25481	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25482	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25483	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25487	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25488	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
25489	$276.00	02/27/07	06/30/11	06/30/12	Full M52 System
26924	$276.00	11/28/07	06/30/11	06/30/12	Full M6 System
26925	$276.00	11/28/07	06/30/11	06/30/12	Full M6 System
26926	$276.00	11/28/07	06/30/11	06/30/12	Full M6 System
26927	$276.00	11/28/07	06/30/11	06/30/12	Full M6 System
26928	$276.00	11/28/07	06/30/11	06/30/12	Full M6 System
26929	$276.00	11/28/07	06/30/11	06/30/12	Full M6 System
26930	$276.00	11/28/07	06/30/11	06/30/12	Full M6 System
26931	$276.00	11/28/07	06/30/11	06/30/12	Full M6 System
26932	$276.00	11/28/07	06/30/11	06/30/12	Full M6 System
26933	$276.00	11/28/07	06/30/11	06/30/12	Full M6 System
26934	$276.00	11/28/07	06/30/11	06/30/12	Full M6 System
26935	$276.00	11/28/07	06/30/11	06/30/12	Full M6 System
27303	$230.00	05/28/08	08/28/11	06/30/12	Full M6 System

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27304	$230.00	05/28/08	08/28/11	06/30/12	Full M6 System
27305	$230.00	05/28/08	08/28/11	06/30/12	Full M6 System
27306	$230.00	05/28/08	08/28/11	06/30/12	Full M6 System
27307	$230.00	05/28/08	08/28/11	06/30/12	Full M6 System
27308	$230.00	05/28/08	08/28/11	06/30/12	Full M6 System
27309	$230.00	05/28/08	08/28/11	06/30/12	Full M6 System
27310	$230.00	05/28/08	08/28/11	06/30/12	Full M6 System
27311	$230.00	05/28/08	08/28/11	06/30/12	Full M6 System
27312	$230.00	05/28/08	08/28/11	06/30/12	Full M6 System
27313	$230.00	05/28/08	08/28/11	06/30/12	Full M6 System
27314	$230.00	10/31/07	08/28/11	06/30/12	Full M6 System
27890	$276.00	12/28/07	06/30/11	06/30/12	Full M6 System
27891	$276.00	12/28/07	06/30/11	06/30/12	Full M6 System
27892	$276.00	12/28/07	06/30/11	06/30/12	Full M6 System
27893	$276.00	12/28/07	06/30/11	06/30/12	Full M6 System
27894	$276.00	12/28/07	06/30/11	06/30/12	Full M6 System
27895	$276.00	12/28/07	06/30/11	06/30/12	Full M6 System
27896	$276.00	12/28/07	06/30/11	06/30/12	Full M6 System
27897	$276.00	12/28/07	06/30/11	06/30/12	Full M6 System
27898	$276.00	12/28/07	06/30/11	06/30/12	Full M6 System
27899	$276.00	12/28/07	06/30/11	06/30/12	Full M6 System
27900	$276.00	12/28/07	06/30/11	06/30/12	Full M6 System
27901	$276.00	12/28/07	06/30/11	06/30/12	Full M6 System
28109	$276.00	02/21/08	06/30/11	06/30/12	Full M6 System
28110	$276.00	02/21/08	06/30/11	06/30/12	Full M6 System
28111	$276.00	02/21/08	06/30/11	06/30/12	Full M6 System
28112	$276.00	02/21/08	06/30/11	06/30/12	Full M6 System
28113	$276.00	02/21/08	06/30/11	06/30/12	Full M6 System
28114	$276.00	02/21/08	06/30/11	06/30/12	Full M6 System
28176	$276.00	02/13/08	06/30/11	06/30/12	Full M6 System
28177	$276.00	02/13/08	06/30/11	06/30/12	Full M6 System
28178	$276.00	02/13/08	06/30/11	06/30/12	Full M6 System
28179	$276.00	02/13/08	06/30/11	06/30/12	Full M6 System
28180	$276.00	02/13/08	06/30/11	06/30/12	Full M6 System
28181	$276.00	02/13/08	06/30/11	06/30/12	Full M6 System
28300	$276.00	03/17/08	06/30/11	06/30/12	Full M6 System
28301	$276.00	03/17/08	06/30/11	06/30/12	Full M6 System
28302	$276.00	03/17/08	06/30/11	06/30/12	Full M6 System
28303	$276.00	03/17/08	06/30/11	06/30/12	Full M6 System
28304	$276.00	03/17/08	06/30/11	06/30/12	Full M6 System
28305	$276.00	03/17/08	06/30/11	06/30/12	Full M6 System
28306	$276.00	03/17/08	06/30/11	06/30/12	Full M6 System
28307	$276.00	03/17/08	06/30/11	06/30/12	Full M6 System
29010	$276.00	05/23/08	06/30/11	06/30/12	Full M6 System
29011	$276.00	05/23/08	06/30/11	06/30/12	Full M6 System
30063	$138.00	09/11/08	12/11/11	06/30/12	Full M6 System
30064	$138.00	09/11/08	12/11/11	06/30/12	Full M6 System
30065	$138.00	09/11/08	12/11/11	06/30/12	Full M6 System
30066	$138.00	09/11/08	12/11/11	06/30/12	Full M6 System
01-1117	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1118	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*

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01-1119	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1120	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1121	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1122	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1123	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1124	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1125	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1126	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1127	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1128	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1129	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1130	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1131	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1132	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1133	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1134	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1135	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1136	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*
01-1137	$161.00	10/21/08	11/21/11	06/30/12	Full M6 System*

Total quoted cost to cover 251full Hub-Data911 systems and 21 Hybrid Systems* with the serial numbers listed above until the date as shown in 'Proposed Warranty End Date': $ 71,277.00

*NOTE: 21 individual CPU, Keyboards and Displays are paired together to make full systems.
The serial numbers for the CPU units are listed above and account for as full systems.
The serial numbers for the displays and keyboards are as follows:
Keyboards: SN 03-2943 thru 03-2963
Displays: SN 02-0636 thru 02-0656

EXHIBIT B
SOFTWARE ENHANCEMENT SERVICES STATEMENT OF WORK

Software Enhancement Services and MDS Extended Warranty Agreement between City of Fresno ("Client") and Hubb Systems, LLC ("Hub-Data911")

Hub-Data911 agrees to provide Client the services hereinafter described with respect to application software, in accordance with the fee schedule herein and the subject to the provisions set forth below.

1. For Hub-Data911 software products, Hub-Data911 will provide a fifteen minute response time during normal business hours (Monday to Friday, 0900 to 1700) and sixty minute response time during holidays and outside normal business hours (Monday to Sunday, 1700 to 0900) for emergency support request. An emergency is defined as an application failure of the software defined in Exhibit A to the Agreement. Response is defined as the point in time when the Contractor begins diagnosis of the reported problems. Client shall use the method of communication that is identified by Hub-Data911 for emergency service request. Modem online software technical support service shall be used when applicable. Hub-Data911 shall provide 24-hour response time for on-site software emergency service, when required.

2. Hub-Data911 will provide media for all new releases, modifications and enhancements to the software modules listed in Exhibit A to the Agreement, at no additional cost to the Client.

3. Hub-Data911 will provide telephone consultation regarding:

   (a) Questions related to public safety data practices and procedures;
   (b) System administration consultation and assistance; e.g. paper flow and retention;
   (c) Exceptions to Standard Procedures;
   (d) Modification of Client's computer software or purchase of additional hardware.

I. NON CHARGEABLE SERVICES

In addition to the above releases or enhancements to the software, there shall be NO CHARGE for any new releases or enhancements to Hub-Data911 software as provided to all its Clients under enhancement and service agreements.

II. CHARGEABLE SERVICES

Items listed below are not under Hub-Data911 control, and are therefore chargeable. Client will be billed at Hub-Data911 then current rate or a fixed charge to be agreed upon.

Examples:

(a) Recovery of lost data caused by hardware (other than MDS hardware) or operator error of the Client.

(b) Assistance with word processing and/or other software, including operating system software not written by Hub-Data911.

(c) Assistance due to user failure to follow prescribed procedures or exercise normal care in data processing.

(d) Research, review, and revision of operational work.

(e) Upgrade of Client hardware system (other than MDS hardware), new operating system and data conversion.

(f) Retraining on modules already operational.

(g) Additional copies of software documentation.

(h) Installation of interfacing of additional hardware (other than MDS hardware).

(i) Cabling.

(j) Software changes mandated by local, county, state, or federal authorities.

Hub-Data911 time is chargeable in 15 minute increments for chargeable services requested and completed during normal business hours.

A minimum charge of one hour applies to all chargeable services requested and completed during non business hours.

EXHIBIT C
MDS EXTENDED WARRANTY STATEMENT OF WORK

Software Enhancement Services and MDS Extended Warranty Agreement between City of Fresno ("Client") and Hubb Systems, LLC ("Hub-Data911")

I. Services

Services provided are limited to Hub-Data911 repair or replacement, at Hub-Data911 election, or any part of the component which prohibits the proper and normal operation of the Hub-Data911 Equipment specification in Schedule A of Exhibit A to the Agreement. Maintenance services include, but are not limited to, all parts and labor required to identify the failure and to repair the Equipment to guarantee proper working condition of the product return. No on-site contractor or representative will be included as part of these services.

II. Return Material Authorization Procedure

Upon determination that a hardware failure has occurred, Client will contact Hub-Data911 by telephone at (510) 865-9100 ext. 125 to obtain a Return Material Authorization (RMA) number. A qualified Hub-Data911 technician will provide initial telephone conversation to assist Client in problem analysis and determination, as some problems may be in other layers of the system and therefore will not require the return of a unit. Equipment is to be removed and returned to the factory, shipping prepaid by the Client. Prior to equipment shipment, Client is to call Hub-Data911 for a RMA number. The RMA number is to be clearly marked on shipping label or shipping container. The unit will be repaired and shipped by Hub-Data911 back to Client via ground shipping service within 10 business days of receipt. Client is to pay for any expedited return shipping services.

III. Parts and Labor Availability

Hub-Data911 will guarantee availability of parts and labor for a period of 10 years from the time of purchase of the new equipment. If parts become unavailable within a 10 year period, Hub-Data911 will replace the obsolete equipment to equivalent functionality at no additional charge. This paragraph shall survive expiration or termination of the Agreement.

IV. Compensation

Any MDS (as defined in Schedule A of Exhibit A to the Agreement) outside of warranty will be added to this Agreement at a rate of $276 per year per unit.

Any non-warranty covered repair (i.e., damage caused by Client other than ordinary use of MDS unit) of an MDS unit in Schedule A of Exhibit A to the Agreement will be charged to Client based on the rates contained in **Attachment A**, attached hereto and incorporated by reference herein.

Attachment A
Parts Price List 686 and 786

P/N	Description	Unit Price
BA-01-0000	PCBA, POWER DIST. PCBA, REV. D CHASSIS	$ 50.31
BA-01-0002	PCBA, TRANSMITTER, VNS-686	$ 62.91
BA-01-0003	PCBA, KEYBOARD / MOUSE, VNS-686	$ 40.68
BA-01-0004	PCBA, POWER DISTRIBUTION	$ 35.79
BA-01-0006	PCBA, FLOPPY DRIVE ADAPTER	$ 26.61
BA-01-0007	PCBA, 800-504, VNS-686-P166C-35	SPECIAL*
BA-01-0008	PCBA, 800-345, VNS-686-P233MMX-35	SPECIAL*
BA-01-0009	PCBA, 800-492 PCC-104 PCMCIA	$ 312.50
BA-01-0010	PCBA, 32MB 168P EDO 3.3V GLD UB DIMM	SPECIAL*
BA-01-0011	PCBA, 64MB 168P EDO 3.3V GLD UB DIMM	SPECIAL*
BA-01-0012	PCBA, 128MB 168P EDO 3.3V GLD UB DIMM	SPECIAL*
BA-01-0015	PCBA, SND-104 AUDIO PERIPHERAL (DAB), VNS-686	$ 375.00
BA-01-0016	DVA-104+A WITH VIDEO VOLTAGE REG, VNS-686	$ 550.00
BA-01-0021	PCBA, 800-372 VNS-686-P233MMX-5, ETHERNET	SPECIAL*
BA-01-0022	PCBA, 800-584 VNS-786-T266MMX, ETHERNET	SPECIAL*
BA-01-0025	PCBA, SDRAM PC66 64MB 168P 3.3V DIMM	SPECIAL*
BA-01-0026	PCBA, SDRAM PC66 128MB 168P 3.3V DIMM	SPECIAL*
BA-01-0027	PCBA, KB / MOUSE / USB, VNS 786	$ 34.11
BA-01-0028	PCBA, TRANSMITTER, VNS 786	$ 57.30
BA-01-0029	PCBA, 800-585 VNS-786-P233MMX, ETHERNET	SPECIAL*
BA-01-0030	PCBA, 800-563 DV-104 DIGITAL VIDEO PERIPHERAL, VNS-786	$ 275.00
BA-01-0033	PCBA, SDRAM PC66 256MB 168P 3.3V DIMM	SPECIAL*
BA-01-0034	PCBA, 800-559 VNS-786-K6-III+ 400, ETHERNET	SPECIAL*
BA-01-0035	PCBA, 12 VOLT FAN CONTROLLER, VNS-786	$ 36.78
BA-02-0001	PCBA, ADAPTER, HOSIDEN	$ 29.22
BA-02-0005	PCBA, RECEIVER, NEC	$ 85.77
BA-02-0013	PCBA, 64-68 TOUCH CONTROLLER, HOSIDEN LCD	$ 246.00
BA-02-0014	PCBA, BI35000-01 BACKLIGHT INVERTER FOR 10.4" DISPLAY	$ 204.00
BA-02-0019	64-6800-00-03 TOUCH CONTROLLER	$ 210.00
BA-02-0020	PCBA, BI-200A BACKLIGHT INVERTER FOR 12.1" DISPLAY	$ 198.00
BA-02-1200	PCBA, RECEIVER, HITACHI	$ 109.77
BA-02-1201	PCBA, DAUGHTER CARD INTERFACE	$ 50.22
BA-04-0024	PCBA, TRANSMITTER, LAPTOP INTERFACE	$ 109.65
BA-04-0031	PCBA, AC-0800 ARGB CONTROLLER	$ 575.00
BA-04-0032	KIT, 60106 OSD	$ 42.00
CA-01-1015	CHASSIS POWER CABLE, VNS-686	$ 17.22
CA-01-1016	FLAT PANEL 1, VNS-686	$ 9.09
CA-01-1017	FLAT PANEL 2, VNS-686	$ 8.19
CA-01-1018	DRIVE CABLE	$ 9.03
CA-01-1019	PARALLEL CABLE	$ 6.63
CA-01-1020	DISPLAY POWER	$ 5.13
CA-01-1021	KEYBOARD / MOUSE, VNS-686	$ 7.71
CA-01-1022	CABLE ASSY., VGA	$ 44.37
CA-01-1023	CPU POWER , REV. B	$ 5.52
CA-01-1024	SERIAL X 4	$ 15.60
CA-01-1026	DVA, AUDIO IN	$ 8.43
CA-01-1027	DVA, LINE OUT	$ 5.22
CA-01-1028	DVA / DV-104, VIDEO IN	$ 11.58
CA-01-1029	CABLE ASSY., 25-PIN / 17-PIN, USB	$ 26.15
CA-01-1033	CABLE ASSY., FLOPPY ADAPTER, 34-PIN RIBBON, CPU	$ 4.17
CA-01-1034	CABLE ASSY., FLOPPY ADAPTER POWER, CPU	$ 3.78
CA-01-1040	DVA-104A+, AY CABLE 34 COND, VIDEO OUT	$ 33.00

Attachment A
Parts Price List 686 and 786

CA-01-1044	CABLE ASSY., KEYBOARD / MOUSE, VNS 786	$	15.84
CA-01-1045	CABLE ASSY., FLAT PANEL, VNS 786	$	8.52
CA-01-1046	CABLE ASSY., INTERNAL USB, VNS 786	$	105.00
CA-01-1047	620-113 CABLE ASSY., VNS ETHERNET 8 TO RJ45	$	24.00
CA-01-1048	CABLE ASSY., AUDIO INPUT, VNS 786	$	17.91
CA-01-1049	CABLE ASSY., AUDIO OUT, VNS 786	$	11.43
CA-01-1051	CABLE ASSY., 620-247 DV-104 40 COND. 2mm	$	24.00
CA-02-1000	LED HARNESS	$	4.44
CA-02-1001	POTENTIOMETER HARNESS, REV. B	$	17.82
CA-02-1002	MICROTOUCH CABLE	$	4.65
CA-02-1003	LCD INTERFACE, HOSIDEN LCD	$	23.25
CA-02-1004	INVERTER CABLE	$	6.96
CA-02-1025	SPEAKER / SWITCH CABLE	$	28.62
CA-02-1039	3- POS MINI-PULSE PANEL MOUNT RECEPTACLE W/JST CONNECTOR	$	29.58
CA-02-1042	GROUND CABLE ASSY.	$	0.93
CA-02-1200	CABLE ASSY., DISPLAY, 12.1"	$	41.49
CA-02-1201	CABLE ASSY., INVERTER, 12.1"	$	7.56
CA-02-1202	CABLE ASSY., MICROTOUCH, 12.1"	$	6.57
CA-02-1203	CABLE ASSY., POT(ENTIOMETER) INTERFACE A, 12.1"	$	9.66
CA-02-1204	CABLE ASSY., SPEAKER / SWITCH, 12.1"	$	3.12
CA-02-1206	CABLE ASSY., POTENTIOMETER, 12.1" DISPLAY	$	44.49
CA-02-1300	DISPLAY INTERFACE CABLE, NEC 10.4"	$	27.96
CA-04-1031	CABLE ASSY., EXTERNAL FLOPPY POWER, CASE	$	3.39
CA-04-1032	CABLE ASSY., EXTERNAL FLOPPY, 34-PIN RIBBON, CASE	$	4.11
CA-04-1100	CABLE ASSY., SERIAL, LAPTOP INTERFACE	$	11.61
CA-04-1101	CABLE ASSY., CHASSIS POWER, LAPTOP INTERFACE	$	32.58
CA-04-1102	CABLE ASSY., VIDEO, LAPTOP INTERFACE	$	47.94
CA-05-1006	FUSE ASSEMBLY	$	94.50
CA-05-1007	CABLE ASSY., POWER EXTENSION, 17 ft.	$	116.40
CA-05-1007-6	CABLE ASSY., POWER EXTENSION, 6 ft.	$	85.50
CA-05-1008-15	CABLE ASSY., SCSI, HD68C-HD68C, 1.5m	$	118.65
CA-05-1008-20	CABLE ASSY., SCSI, HD68C-HD68C, 2.0m	$	123.15
CA-05-1008-25	CABLE ASSY., SCSI, HD68C-HD68C, 2.5m	$	127.65
CA-05-1008-40	CABLE ASSY., SCSI, HD68C-HD68C, 4.0m	$	141.15
CA-05-1008-50	CABLE ASSY., SCSI, HD68C-HD68C, 5.0m	$	150.15
CA-05-1030	CABLE ASSY., SCSI, HD26-HD26, 18 in.	$	78.30
CA-05-1035-06	CABLE ASSY., SERIAL EXT., DB-9, M-F, M / S 6 ft.	$	19.35
CA-05-1035-10	CABLE ASSY., SERIAL EXT., DB-9, M-F, M / S 10 ft.	$	22.50
CA-05-1035-20	CABLE ASSY., SERIAL EXT., DB-9, M-F, M / S 20 ft.	$	21.75
CA-05-1041	BATTERY INPUT / OUT CABLE	$	23.55
CA-05-1052-06	CABLE ASSY., VGA, M/M, 6 ft., off white	$	42.00
CA-05-1052-10	CABLE ASSY., VGA, M/M, 10 ft., off white	$	55.95
CA-05-1052-25	CABLE ASSY., PREMIUM VGA, M/M, 25 ft.	$	102.00
CA-05-1053-06	CABLE ASSY., KEYBOARD EXT., PS/2, M/F, 6 ft., black	$	24.75
CA-05-1053-12	CABLE ASSY., KEYBOARD EXT., PS/2, M/F, 12 ft., black	$	30.66
CA-05-1053-20	CABLE ASSY., KEYBOARD EXT., PS/2, M/F, 20 ft.	$	59.94
CA-05-1053-25	CABLE ASSY., KEYBOARD EXT., PS/2, M/F, 25 ft., black	$	40.20
CA-05-1054-08	CABLE ASSY., USB EXT., A/A, M/F, 8 ft., black	$	66.00
CA-05-1054-16	CABLE ASSY., USB EXT., A/A, M/F, 16 ft., black	$	78.30
CA-05-1055	CABLE ASSY., Y-MOUSE KEYBOARD & MOUSE ADAPTER FOR USB	$	119.85
CA-05-1056	CABLE ASSY., Y-MOUSE KEYBOARD & MOUSE ADAPTER FOR PS/2	$	135.00
D9-02-0010	Final Assy., Color Display Head Model M2C-640M3.1N - 10.4"	$	1,795.00
D9-02-0011	Final Assy., Color Display Head Model M2C-1210H - 12.1"	$	1,995.00

Attachment A
Parts Price List 686 and 786

D9-03-0001	FINAL ASSY., KEYBOARD, DATA911, M2C-BRxa	$	195.00
D9-03-0003	FINAL ASSY., KEYBOARD, TIP, SL-86-911	$	349.00
D9-03-0004	FINAL ASSY., KEYBOARD, TG3, KBA-BL82A-5RBIVS (NO TOUCHPAD)	$	249.00
D9-03-0005	FINAL ASSY., KEYBOARD, TG3, KBA-BLTB-D3337A (WITH TOUCHPAD)	$	295.00
D9-03-0006	FINAL ASSY., KEYBOARD, TIP, SL-75 (MINI)	$	449.00
D9-04-0001	EXTERNAL FLOPPY DRIVE WITH 18 INCH CABLE	$	149.00
D9-04-0006	Touch pad, black, with black cable	$	45.00
D9-04-0007	Addonics AECD9824 24X CD-ROM (PCMCIA)	$	199.95
D9-04-0009	TOUCH PEN ASSY. WITH 3 POSITION MINI-PULSE PLUG	$	95.00
DI-02-0005	DIALIGHT 515-0006 3mm LED SNAP-IN MOUNTING CLIP	$	0.90
DI-03-0006	227X7MM COB ARRY 660NM S-RD, CLR LENS, 60 CH	$	46.62
DS-00-0004	LCD, NEC, 10.4 in., P/N NL6448CC33-30	$	1,237.50
DS-00-0005	LCD, HITACHI SVGA, 12.1 in., P/N TX31D27VC1CAB / CBB	$	1,037.50
DS-02-0002	63-4411-02-04 TOUCH SENSOR, 9.2 X 7.10	$	267.00
DS-02-0006	63-5391-02-01 12.1" CAPACITIVE SENSOR	$	272.50
FD-04-0001	TEAC P/N FD235HFA429 3.5 in. floppy drive, black / amber, single	$	51.78
FN-01-0001	FAN, ELINA, 12 VOLT DC, 60mm X 26mm	$	22.14
FN-01-0002	FAN GUARD, 60mm X 60mm	$	2.88
FN-01-0003	FAN GUARD, 92mm X 92mm	$	3.60
FN-01-0004	FAN ASSY. WITH PENTIUM HEATSINK & LIF CLIP	$	48.00
FN-04-0005	FAN, 12 VOLT DC, 40mm X 10mm	$	48.60
FN-04-0006	FAN GUARD, 40mm, METAL	$	1.44
FS-07-0001	FUSE, 8.0 AMP, AGC	$	1.35
FS-07-0002	FUSE, 0.5 AMP, AGC	$	0.75
FS-07-0003	FUSE, 10.0 AMP, AGC	$	0.66
FS-07-0005	FUSE, 20.0 AMP, ATC	$	2.28
HD-01-0000	HARD DISK DRIVE, TOSHIBA HDD2718, 2.1 GB	SPECIAL*	
HD-01-0001	HARD DISK DRIVE, TOSHIBA HDD2141, 4.3 GB	SPECIAL*	
HD-01-0002	HARD DISK DRIVE, TOSHIBA HDD2136, 6.4 GB	SPECIAL*	
HD-01-0003	HARD DISK DRIVE, TOSHIBA HDD2144, 6.0 GB	SPECIAL*	
HD-01-0005	HARD DISK DRIVE, TOSHIBA HDD2149, 12.0 GB	SPECIAL*	
HD-01-0006	HARD DISK DRIVE, TOSHIBA HDD2154, 20.0 GB	SPECIAL*	
HD-01-0007	HARD DISK DRIVE, TOSHIBA HDD2152, 10.0 GB	SPECIAL*	
HD-01-0008	HARD DISK DRIVE, TOSHIBA HDD2146, 6.0 GB	SPECIAL*	
HD-01-0009	HARD DISK DRIVE, TOSHIBA HDD2151, 10.0 GB	SPECIAL*	
HD-01-0010	HARD DISK DRIVE, TOSHIBA HDD2159, 30.0 GB	SPECIAL*	
HD-01-0011	HARD DISK DRIVE, TOSHIBA HDD2166, 40.0 GB	SPECIAL*	
HD-01-0012	HARD DISK DRIVE, TOSHIBA HDD2164, 20.0 GB	SPECIAL*	
HD-01-0013	HARD DISK DRIVE, TOSHIBA HDD2171, 40.0 GB	SPECIAL*	
HD-01-0014	HARD DISK DRIVE, TOSHIBA HDD2168, 20.0 GB	SPECIAL*	
KB-03-0001	KEYBOARD, 5100C MINI W / PS2 CABLE, BLACK	$	42.50
KB-03-0002	KEYBOARD, 5100C MINI W / PS2 CABLE, WHITE	$	42.50
ME-01-0001	CPU CHASSIS	$	103.08
ME-01-0002	OPTION PANEL, BLANK	$	7.95
ME-01-0003	CPU COVER	$	47.22
ME-01-0004	PC CARD TRIM	$	15.60
ME-01-0016	OPTION PANEL, DVA 104	$	10.68
ME-01-0019	USB / MULTIMEDIA PANEL ASSY.	$	50.46
ME-01-0031	CPU CHASSIS, VNS 786	$	100.02
ME-01-0032	CPU COVER, VNS 786	$	40.59
ME-01-0041	980-244 ETHERNET BRACKET	$	6.00
ME-01-0055	CPU CHASSIS, VNS 786, WITH RJ45 ADAPTER HOLE	$	122.52
ME-02-0021	NAMEPLATE, "DATA 911", BLACK / SILVER	$	5.79

Attachment A
Parts Price List 686 and 786

ME-02-0030	INVERTER / TOUCH BRACKET	$	19.74
ME-02-0031	SCSI BOX	$	22.56
ME-02-0032	DISPLAY BEZEL, 12.1"	$	142.89
ME-02-0035	ZERO ASSEMBLY, HITACHI	$	86.31
ME-02-0037	GAP FILLER	$	16.89
ME-02-0038	LCD LEFT / RIGHT BRACKET	$	10.71
ME-02-0042	NAMEPLATE, "ELECTROCOM"	$	5.79
ME-02-0043	NAMEPLATE, "SUNVIEW", BLACK / SILVER	$	5.79
ME-02-4001	INVERTER CARRIER, NEC	$	20.40
ME-02-4003	BEZEL, 10.4"	$	201.12
ME-02-4004	RIGHT BRACKET, NEC	$	20.49
ME-02-4005	LEFT BRACKET, NEC	$	16.98
ME-02-4008	THERMAL FLANGE / ZERO ASSY., NEC	$	181.50
ME-03-0024	KEYBOARD TRAY / LIGHT BAR KIT, WITH POWDER COAT	$	90.00
ME-04-0020	EXTERNAL FLOPPY DRIVE CASE / COVER	$	66.72
ME-04-0044	LAPTOP INTERFACE CHASSIS, REV. D, WITH POWDER COAT	$	97.50
ME-04-0045	LAPTOP INTERFACE COVER, WITH POWDER COAT	$	25.50
ME-08-0014	GLOVE BOX MOUNT, 16GAUGE	$	17.28
PL-02-0005	MOUNTING CLIP / RING FOR T1-3/4 LED	$	0.08
PL-03-0001	POLARIZED LENS	$	24.75
PL-03-0002	POLARIZING FILM, 450mm x 1000mm x 0.215mm	$	0.96
PL-03-0003	KEYBOARD CAP, BTC 5100, RED, NO TEXT	$	3.00
PL-03-0004	KEYBOARD CAP, BTC 5100, RED, WITH TEXT "EMER"	$	4.20
PL-03-0006	KEYBOARD CAP, TG3, RED, WITH WHITE TEXT "EMER"	$	2.70
PS-06-0001	POWER SUPPLY, MODEL 7647	$	301.70
PT-00-0001	POTENTIOMETER, 50k Ohm, Bourns P/N 3852A-282-503A	$	15.48
PT-00-0002	POTENTIOMETER, 10k Ohm, CTS P/N 270-XS8755	$	4.62
PT-00-0003	POTENTIOMETER, 1k Ohm, CTS P/N 270T220A102A3A1	$	4.64
RS-02-0010	RESISTOR, 1.0 meg OHM, 1/4 WATT, 5%, CARBON FILM	$	0.06
RS-02-0019	RESISTOR, 910K OHM, 1/8 WATT, 5%, CARBON FILM	$	0.07
RS-03-0008	RESISTOR, 8.2 OHM 1/2 WATT, 5%, CARBON FILM	$	0.04
SA-02-0000	BACKLIGHT / LCD / TOUCHSCREEN ASSEMBLY (FOR HOSIDEN 10.4")	SPECIAL*	
SA-02-0002	BACKLIGHT / LCD / TOUCHSCREEN ASSEMBLY (FOR NEC 10.4")	SPECIAL*	
SA-02-0005	BACKLIGHT / LCD / TOUCHSCREEN ASSEMBLY (FOR HITACHI 12.1")	SPECIAL*	
SP-02-0001	SPEAKER, 8 OHM, .2WATT, 32mm SQUARE, MYLAR	$	5.70
SW-00-0002	SWITCH, CK7101J52ZBE22 ROCKER DPST W/LED MT.	$	13.32
SW-02-0006	SWITCH, C&K 7101MDZQE, TOGGLE, SOLDER MOUNT	$	6.60
SW-02-0001	APEM 41013-2B 1/4 PHENOLIC KNOB	$	2.19
SW-02-0005	APEM 42004-1B1/8 PHENOLIC KNOB	$	4.17
SW-03-0003	SWITCH, APEM AS36S0100 MINIATURE SNAP-IN ROCKER	$	3.45
TA-07-0001	TAPE, 3M 4052, DOUBLE-SIDED, 3/8" X 72 YDS X 1/32" TH.	$	0.05
TA-07-0004	TAPE, 3M 4950, DOUBLE-SIDED, VHB, 1/4" X 36 YDS.	$	0.09
TA-07-0005	TAPE, 3M 4950, DOUBLE-SIDED, VHB, 1" X 36 YDS.	$	0.18
TA-07-0006	TAPE, 3M 4718, VINYL FOAM, SINGLE-SIDED, 1/4" X 36 YDS. X 1/8" TH.	$	0.05
TA-07-0007	TAPE, 3M 850, MYLAR, BLACK, 1/2" X 72 YDS.	$	0.03
TA-07-0008	TAPE, 3M 5430, SQUEAK REDUCTION, 1" X 36 YDS.	$	0.31
TF-02-0001	T-FORM 440-A1 6.5" X 9"	$	42.75
TF-02-0002	T-FORM 440-A1 7.45" X 10" IRREG.	$	63.48
WI-07-0001	SHRINK TUBE, 1/8 IN X 4 FT, CLEAR	$	6.00
WI-07-0002	SHRINK TUBE, 3/32 IN X 4 FT, BLACK	$	4.80

SPECIAL* = Price based on availablity of part. Please call for availablity and pricing.

Attachment A
Parts Price List M5, M52 and M6

PartNumber	PartName	CustomerPrice
BA-02-0024	Backlight Inverter	$198.00
BA-02-0025	Touch Controller (1210AU and TG)	$156.00
BA-02-2001	M5 RECEIVER PCB	$120.84
BA-02-2100	M5 RECEIVER PCB (12.1T)	$97.00
BA-02-2501	M5II Receiver PCB (1210AU & 1210TG)	$105.00
CA-01-2017	Hard Drive Ribbon Cable	$7.41
CA-02-2020	M5 POTENTIOMETER	$23.24
CA-02-2504	Display Power Switch Assembly - 16" Cable	$7.00
FN-02-0008	Fan - 12.1" display (M5, M5II, M6)	$22.05

Baseboards, Hard Drives and RAM modules are based on availability and market value
Please call for pricing and availablity

Attachment A
Parts Price Cables and Mounting

P/N	Description		Unit Price
CA-05-2009	CABLE ASSY., POWER INPUT (for M5, M5-II and M6 CPU)	$	37.00
CA-05-2011-02	CABLE ASSY., POWER EXTENSION, 2m	$	199.00
CA-05-2011-55	CABLE ASSY., POWER EXTENSION, 5.5m	$	249.00
CA-05-2011-75	CABLE ASSY., POWER EXTENSION, 0.75m	$	139.00
CA-05-2012-02	CABLE ASSY., DISPLAY POWER, 2m	$	28.00
CA-05-2012-06	CABLE ASSY., DISPLAY POWER, 6m	$	39.00
CA-05-2013-02	CABLE ASSY., LVDS, 2m	$	134.00
CA-05-2013-06	CABLE ASSY., LVDS, 6m	$	270.00
CA-05-2014-02	CABLE ASSY., AUDIO PATCH, MOLDED, BLACK, 2m	$	4.00
CA-05-2014-07	CABLE ASSY., AUDIO PATCH, MOLDED, BLACK, 7m	$	9.00
CA-05-2026	PCM Cable (for M5 CPU)	$	17.07
CA-05-2037	PCM-II Cable (For M5-II)	$	8.46
CA-09-6002	PCM-III (aka GPIO) Cable (for M6)	$	30.48
CA-05-6003	Blower/Fan Cable (for M6 CPU/Mount)	$	7.59
D9-08-0016	M5/M5-II CPU Glove Box Mount	$	62.16
D9-08-0017	M5/M5-II CPU Universal Mount	$	58.60
D9-08-0018	M5/M5-II Power Supply Mount	$	74.52
D9-08-6003	M6 CPU Glove Box Mount	$	110.00
D9-08-6004	M6 CPU Universal Mount	$	110.00

EXHIBIT D
COMMUNICATION LINK SPECIFICATION

Software Enhancement Services and MDS Extended Warranty Agreement between City of Fresno ("Fresno") and Hubb Systems, LLC ("Hub-Data911")

Description: Admin messaging link from Fresno CAD and mobiles to FSO system for all positions served by the FSO messaging system, including agencies such as Clovis PD which may be connected to FSO.

A specification will be created by Hub-Data911 and approved by the Fresno Police Department before the programming begins.

Mutually agreed to specifications must be supported by FSO Messaging System.

EXHIBIT E
DIGITAL MEDIA ATTACHMENT SPECIFICATION

Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno ("Fresno")
and Hubb Systems, LLC ("Hub-Data911")

Description: Part of in-kind trade for removal of Admin Reporting. The solution that Hub-Data911 delivered in December of 2008 requires additional work to address security and access gaps and for which Fresno has developed a workaround.

Instead of limiting access to attached files in RPW based on the current custom setting by file type, and requiring that privileged users access these files through the Fresno workaround, the access to files of a certain defined or configurable type would be controlled by staff class permissions. This would make RPW the sole end-user medium for accessing these files and provide the level of accessibility and security that Fresno requires.

The final technical specification will be developed and agreed to prior to programming.

EXHIBIT F
REPORT GENERATION SPECIFICATION

Software Enhancement Services and MDS Extended Warranty Agreement between City of Fresno ("Fresno") and Hubb Systems, LLC ("Hub-Data911")

Description: Part of in-kind trade for removal of Admin Reporting. The current design for Dynamic Report Export/Print in RPW does not allow for batch processing beyond printing/exporting all the supplements associated with a specific Case.

Fresno is requesting that Hub-Data911 develop a process whereby any single Dynamic Report or multiple Dynamic Reports can be exported/printed from a print/export dialogue. This new print interface would provide the user the ability to set criteria for the generation of their batch print/export.

The final technical specification will be developed and agreed to prior to programming.

Exhibit G
INSURANCE REQUIREMENTS

Software Enhancement Services and MDS Extended Warranty Agreement between City of Fresno ("CITY") and Hubb Systems, LLC ("CONTRACTOR")

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.

2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 - Any Auto).

3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

4. Professional Liability (Errors and Omissions) insurance appropriate to CONTRACTOR'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

CONTRACTOR shall maintain limits of liability of not less than:

1. General Liability:

   $1,000,000 per occurrence for bodily injury and property damage
   $1,000,000 per occurrence for personal and advertising injury
   $2,000,000 aggregate for products and completed operations
   $2,000,000 general aggregate applying separately to the work performed under the Agreement

2. Automobile Liability:

   $1,000,000 per accident for bodily injury and property damage

3. Employer's Liability:

   $1,000,000 each accident for bodily injury
   $1,000,000 disease each employee
   $1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions)

   $1,000,000 per claim/occurrence
   $2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance polices required hereunder and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or (ii) CONTRACTOR shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers.

3. CONTRACTOR'S insurance coverage shall be primary and no contribution shall be required of CITY.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONTRACTOR and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Ommisions) insurance policy is written on a claims-made form:

1. The "Retro Date" must be shown, and must be before the effective date of the Agreement or the commencement of work by CONTRACTOR.

2. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 5-year discovery period. This requirement shall survive expiration or termination of the Agreement.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of the Agreement, CONTRACTOR must purchase "extended reporting" coverage for a minimum of 5 years following the expiration or termination of the Agreement.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by CITY'S Risk Manager.

Verification of Coverage

CONTRACTOR shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.

EXHIBIT H
DISCLOSURE OF CONFLICT OF INTEREST

Software Enhancement Services and MDS Extended Warranty Agreement between City of Fresno and Hubb Systems, LLC

Question	YES*	NO
1. Are you currently in litigation with the City of Fresno or any of its agents?		X
2. Do you represent any firm, organization or person who is in litigation with the City of Fresno?		X
3. Do you currently represent or perform work for any clients who do business with the City of Fresno?		X
4. Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?		X
5. Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?		X
6. Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with the subject matter of this service?		X
If the answer to any question is yes, please explain in full below. Attach additional pages, if necessary.		
Item # ___		
Item # ___		
Item # ___		

Abigail Baker
Signature

Abigail Baker
(name)

Hubb Systems, LLC dba ~~Hubb~~ Hub-Data911
(company)

2021 Challenger Drive
(address)

Alameda, CA 94501
(city, state, zip)

PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Agreement to allow the California Law Enforcement Telecommunications System (CLETS) access by

City of Fresno - Police Department (Public law enforcement/criminal justice agency) 0100-500 (ORI)

to Hubb Systems LLC (Hub-Data911) (Private Contractor)

to perform CLETS Communication Interface (Type of service) services on its behalf.

Access to the CLETS is authorized to public law enforcement and criminal justice agencies only (hereinafter referred to as the *CLETS subscribing agency*), which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This Agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, nor automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices and Procedures (PPP)* and the FBI's *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain and enforce:

1. Standards for the selection, supervision and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant the CLETS systems access to personnel who meet these standards and deny it to those who do not; and
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store or transmit criminal justice information, guaranteeing the priority, integrity and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming and operating procedures associated with the development, implementation and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminals, access devices or stored/printed data.

(continued)

Additionally, it is the responsibility of the CLETS subscribing agency to ensure all private contractors receiving information from the CLETS meet the minimum training, certification and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test and affirm the proficiency of the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide retesting and reaffirm the proficiency of all the CLETS operators, if applicable;
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment or information. If the results of criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted; and
3. Each individual must sign an Employee/Volunteer Statement Form prior to operating or having access to the CLETS computers, equipment or information.

In accordance with the CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The Management Control Agreement shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the FBI's CJIS Security Policy; (4) Title 28, Code of Federal Regulations, Part 20; and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

_____	Abigail Baker
Signature (CLETS Subscribing Agency)	Signature (private contractor)
_____	Abigail Baker, COO
Print Name and Title	Print Name and Title
_____	12/2/10
Date	Date

City of FRESNO **REPORT TO THE CITY COUNCIL**

AGENDA ITEM NO. 1 G
COUNCIL MEETING 12/02/10
APPROVED BY
DEPARTMENT DIRECTOR
CITY MANAGER

December 2, 2010

FROM: JERRY P. DYER, Chief of Police
Police Department

BY: CONRAD NERDAHL, IS Manager
Records and Information Services Bureau - Support Division

SUBJECT: APPROVE AGREEMENT WITH HUBB SYSTEMS, LLC (DBA HUB-DATA911) IN THE AMOUNT OF APPROXIMATELY $705,904 FOR MAINTENANCE OF POLICE COMPUTER AIDED DISPATCH (CAD), MOBILE REPORT ENTRY SYSTEM (RPW/RX), AUTO VEHICLE LOCATION (AVL) SYSTEM, MOBILE DATA SYSTEMS (MDS) AND ADDITIONAL SUPPORTING PERIPHERAL HARDWARE AND SOFTWARE SYSTEMS

RECOMMENDATIONS

Following negotiation with Hubb Systems LLC (Hub-Data911) representatives, both Hub-Data911 and the City of Fresno have mutually agreed upon a contract which will assure the ongoing operational continuity of the Police Department to meet ongoing needs of public safety. The costs presented are reasonable and reflect adjustments indicative of the current economic challenges faced by the City of Fresno; while, also ensuring that the ongoing information processing needs of the Police Department continue to be met. Such needs are and not limited to ensuring the 1) ability to record calls from citizens; 2) dispatch officers in a timely manner; 3) enable the officers the ability to record information electronically; and 4) the ability to feed tertiary systems to efficiently predict movement and 5) enable the timely adjudication of crime in Fresno. All of which leverage existing technology that has been used over the past six years successfully. A technology that mitigates information processing needs that are otherwise experienced in legacy paper based systems that not only increase costs; but also, inhibit timely and accurate information processing.

For these basic reasons, the contract being presented for approval does represent the best interests for the City of Fresno, the Community, and the Citizens being served. It is recommended that the City Council approve the agreement subject to approval as to form by the City Attorney's Office.

EXECUTIVE SUMMARY

Council approval is being sought to authorize the City of Fresno to enter into a contract with Hubb Systems LLC that will cover the periods of FY10 (arrears), FY11, and FY12. The terms of the contract will cover from September 3, 2009 and end June 30, 2012; after which, the City retains the option to renew for two 12-month periods on the same terms and conditions except annual fee which will be subject to the mutual agreement of the parties. Also, that upon acceptance, the Chief of Police is authorized under the agreement to negotiate and agree to the amount of this annual fee on behalf of the City, provided monies have been appropriated.

BACKGROUND

The City and Contractor entered into a contract on or about December 17, 1997, for the purchase by City of a turnkey Field Automation System ("FAS") for the Fresno Police Department. On December 2, 2003, additional changes required the Parties to enter into a software enhancements services and MDS extended warranty

Presented to City Council
Date 12-2-10
Disposition Rec. approval

agreements as part of the FAS Contract, the Parties entered into a software enhancement services and MDS extended warranty agreement, which expired on September 2, 2009.

Historically, part of the 2003 agreement included annual payments over five years averaging $450,000 per year. A major portion of these payments reimbursed Hub-Data911 for the acquisition of MDS (mobile data systems) for all patrol vehicles. At the end of the 2003 agreement (September 2, 2009), an analysis was completed of the 2003 agreement which identified that the cost for Maintenance and Software Licensing should average approximately $268,000 per year. This average of $268,000 will provide software licensing, software updates, and MDS hardware coverage to both 1) our patrol fleet using the MDS units and 2) investigative desktop computers; where, Hub-Data911 software is used extensively.

Given this historical perspective and the City of Fresno in fulfilling the requirements of the FAS Contract, the Parties desire to enter into this Agreement setting forth the terms and conditions for the providing of software enhancement services (excluding support and upgrades to any third party software including, but not limited to, Microsoft and Oracle) and extension of the MDS equipment warranty contained in previous contracts. Also note that during the contract negotiation period from September 1, 2009 through October 1, 2010, that amidst adjustments to budget contractions, Hub-Data911 did, in good faith, extend their support despite the absence of a binding agreement. This commitment to service provides assurances that it is in the City's long-term interest to continue this business relationship in support of police public safety information capture and data processing operations.

FISCAL IMPACT

Funds for FY10 and FY11 have already been encumbered and appropriated within the current budget to cover the anticipated expenses so that fiscal impact is not extraneous to current budgetary contraction targets. No increase to the existing General Fund is anticipated through FY11. In FY12, a projected increase to the contract will increase anticipated appropriations by $35,000; however, a portion of this amount may be reduced through the attrition of other minor systems within the Police Department. Here are the expense periods and respective amounts:

Fiscal Year	Period Covered	Amount
FY10	September 3, 2009 through June 30, 2010	$ 170,904
FY11	July 1, 2010 through June 30, 2011	$ 250,000
FY12	July 1, 2011 through June 30, 2012	$ 285,000
Total		**$ 705,904**

Provided monies have been appropriated, the Chief of Police of the City of Fresno Police Department is authorized to negotiate and agree in writing upon the dollar amount for any 12-month renewal period beyond FY12 hereunder on behalf of the City.

CAN/ map
11/16/10

1. Software Enhancement Services and MDS Extended Warranty AGT with Data911 Final100810 rev111610
2. Exhibit A - Software and Mobile Data System Equipment List Schedule A – All MDS
    a. Exhibit A Schedule A_1ALL MDS 090309 thru 063010 R1 pages 1-6 Data911 Final 100810
    b. Exhibit A Schedule A_2ALL MDS 070110 thru 063011 R1 pages 7-12 Data911 Final 100810
    c. Exhibit A Schedule A_3ALL MDS 070111 thru 063012 R1 pages 13-18 Data911 Final 100810

2. Exhibit B – Software Enhancement Services Statement of Work
3. Exhibit C – MDS Extended Warranty Statement of Work - Attachment A - Parts Price List
4. Exhibit D – Communication Link Specification
5. Exhibit E – Digital Media Attachment
6. Exhibit F – Report Generation Specification
7. Exhibit G – Insurance Requirements
8. Exhibit H – Conflict of Interest Disclosure
9. Exhibit I – Private Contractor Management Control Agreement