

ARTICLE 20 - NOTICES

Any notice or other communication required or permitted hereunder shall be in writing and may be delivered personally or by commercial overnight carrier or certified mail with return receipt requested (postage prepaid via the US postal service) to the applicable party at the following address (or at such other address as the party may designate in writing from time to time); however, any such notice or communication shall be deemed to be delivered only when actually received by the party to whom it is addressed:

Vendor:

DirectApps, Inc.
1430 Blue Oaks Blvd., Suite 270
Roseville, CA 95747
Attention: President and Chief Executive Officer
Fax: (916) 916-787-2210

Client

David Lucas
Lexington-Fayette Urban County Government
200 E Main Street, Room 313
Lexington, KY 40507
Tel: 859-258-3380
Fax: _____

ARTICLE 21 - PUBLICITY

Neither party shall issue or sponsor any public statement, advertising or announcement concerning the other party without such party's prior written approval. Notwithstanding the foregoing, Vendor may, at its own discretion, publish and issue press releases regarding Project solely for marketing purposes and in the ordinary course of business, and provided Vendor only uses a high-level description of the Project and does not provide any confidential information regarding the Project.

ARTICLE 22 - INSURANCE

Each party shall maintain appropriate insurance or self insurance consistent with a company or entity of similar size that performs similar services for the Term. Upon request by the other party, a party shall provide a certificate of insurance to the other party executed by an authorized insurer that such insurance is in full force and effect within ten (10) days of execution of this Agreement. Each party shall ensure that the other party is notified at least thirty days prior to the modification or cancellation of such insurance.

ARTICLE 23-FORCE MAJEURE

Neither party shall be liable for any delays or failures in performance, losses or damage due to circumstances beyond its reasonable control, such as acts of God, disease, war, terrorism or the public enemy; riot, civil commotion or sabotage; expropriation, condemnation of facilities, changes in law, national or state emergencies or other governmental action; strikes, lockouts, work stoppages or other such labor difficulties; floods, droughts or other severe weather; fires, explosions or other catastrophes; or accidents causing damage to or destruction, in whole or in part, of the equipment or property necessary to perform the Services, provided that such party has taken reasonable precautions to limit the scope and impact of such events.

ARTICLE 24 - SURVIVAL

Any provision of this Agreement that imposes an obligation following the termination or expiration of this Agreement will survive the termination or expiration and will continue to be binding upon the parties to this Agreement. Without limiting the foregoing, the following Articles shall survive the termination or expiration of this Agreement and any Work Order: Articles 5, 8, 9, 13, 14, 15, 17, 18 and 19.

EXHIBIT A- PROJECT DESCRIPTION

Vendor will implement its ECaTS Product at two of Client’s PSAPs as a proof of concept for a wider implementation that is to incorporate all current partnering PSAPs within the Central Kentucky 9-1-1 Network (CKY911 Network).

The project will start with two PSAPs as defined in Exhibit B. This implementation will provide Client with the current version of the ECaTS product and will follow the implementation guidelines described in Exhibit C. A full product description is incorporated into Exhibit F – ECaTS Product Description.

Implementation of the additional sites in Client’s CKY911 Network will be solely at the discretion of the Client.

Special Client Exception

Should Client decide to implement the remaining 10 PSAPs in their CKY911 Network, Direct Technology will grant a special discounted price of \$350 per PSAP, per month as long as those PSAPs are requested before August 2013

Pricing

Non-Recurring Fees. Client will incur the following Non-Recurring (one time) Fees for hardware, installation, configuration, deployment and training Services as described in this Agreement:

Item	Quantity	Description	Unit Cost	Extended
1	2	RDDM (on-site) Installation, Configuration and Testing	\$4000	\$8,000
Total		Non-Recurring Fees		\$8,000

Monthly Recurring Service Fees. Client will incur the following Monthly Recurring Fees for Services described in this Agreement:

Item	Quantity	Description	Unit Cost	Extended
1	2	Monthly ECaTS Data Collection and Hosting Services	\$400	\$800
Total		Monthly Recurring Fee		\$800

Notes:

- Invoicing for Non-Recurring Charges will be invoiced as follows:
 - a) 25% - Upon execution of this Agreement
 - b) 50% - Balance to be spread out equally throughout the number of months required for deployment and implementation of the Project. The monthly amount shall be paid at the end of each month. In smaller deployments of one month or less, this portion will be billed at the end of the deployment month.
 - c) 25% - Upon receipt of signed Client acceptance of the ECaTS System

- Invoices for Monthly Recurring Services will be invoiced in arrears at the end of every month of Service starting with the first month after execution of this Agreement.
- A reconnection fee of \$4000 (per occurrence) will be assessed to re-activate any Service disconnected due to lack of payment.

EXHIBIT C – Implementation Plan

1) Vendor will prepare a detailed Implementation Plan as part of the Analysis Phase of the Project. Acceptance of this Implementation Plan is required prior to initiating work pursuant to this Implementation Plan.

2) The Implementation Plan will, at a minimum, contain the following phases:

a) Business Analysis (i.e. Planning & Design) Phase

Vendor will utilize its Business Analysis and Network Engineering Group(s) to establish a detailed Project plan that will be used to identify and track all tasks, responsible parties and progress related to the implementation of this Project.

b) Portal Customization Studies (to be completed in conjunction with Planning & Design)

The Project Manager will coordinate one or more Joint Application Design (JAD) sessions with the Client's POC or assigned Project Manager. The purpose of this JAD session will be to identify Client's 9-1-1 specific functional requirements for the ECaTS Portal.

These JAD sessions will include identification of Portal modules, sections, an explanation of how data is presented, how reports are being accessed and presented, etc. Major emphasis will be placed on the design of new or consolidated reports in addition to the Standard Reports identified in Exhibit E.

The results of these meetings will be a Detailed Design Document that will be provided to the Client for approval. Upon approval from the Client, Vendor will initiate the Software Configuration phase of the Project.

c) Network Analysis and Design Phase

In parallel with the Business Analysis (Planning and Design) JAD sessions, Vendor will conduct in-depth network and RDDM integration analysis studies with the LECs and CPE Support Vendors.

Vendor will utilize Senior Network Engineers and Field Engineer Managers to work closely with the LECs and CPE Support vendors in the assessment and preliminary data collection portions of the Project. The number of sites to be installed in the same day will be decided in collaboration with the Client during the design phase.

Specifically, Vendor will coordinate the collection of key data elements required for the successful field deployment of the RDDM box technology including:

- Collect the most recent information regarding the type of equipment;
- Establish the number of positions;
- Inventory the circuits and trunks groups with identifying tandems;
- Identify networking opportunities;
- Identify final equipment requirements (cables, networking equipment, environmentals, etc.).

d) Provisioning Phase

The Network Engineering Manager and Field Engineering Manager will work closely with the LECs to procure the necessary networking, hardware and cabling components, including:

- RDDM Boxes (both in-service and spare inventory);
- "Y" or straight serial cables in accordance with equipment requirements (as needed);
- Internet access accounts for local login and transmission of the data to the Data Center (where required).

PSAPs without Internet connectivity will be responsible for providing Vendor with Internet access (either dedicated or share with sufficient bandwidth to support data transmission).

e) Software Configuration Phase

In parallel with the Provisioning Phase, the Project Manager will take the approved Configuration Design Document and allocate necessary Software Engineering Resources to implement the newly identified custom software functionality.

The Project Manager will be responsible for managing the successful completion of each deliverable in the design document throughout all phases of Software Engineering including development, quality assurance, integration testing and change management.

f) Network Preparation Phase (will be completed prior to provisioning)

As the newly provisioned equipment and phone lines/network connections are implemented, Vendor's Network Engineering and Field Engineering Groups will prepare for the deployment phase of the Project by performing the following tasks:

- Test each buffer box;
- Configure the RDDM unit specifically to each PSAP's CPE type;
- Validate each PSAP's configuration in the lab;
- Prepare boxes for shipping to target PSAPs in groups of 15 or more.

g) Network Deployment Phase

The Project Manager will work closely with all the required parties to ensure appropriate support from LECs, CPE Support Vendors, Client and the PSAPs in the scheduling and installation of each visit.

Vendor will be responsible for scheduling and deploying a team of Field Engineers using a multi-site deployment technique. Field Engineers will arrive at each site on the pre-determined date as agreed by each affected PSAP and will perform, at a minimum, the following tasks:

- Install the RDDM buffer box in brackets for rack mount or in brackets for wall mount;
- Install power cord to buffer box;
- Validate circuit, CPE inventory and trunk grouping information with preliminary data;
- Connect laptop to the buffer box and validate configuration of circuits, CPE and trunk group information;
- Install new or remove existing "Y" or straight serial cable from the router and connect to buffer box;
- Begin CDR capturing test – using local laptop connected to the RDDM box:
 - o Analyze incoming data stream for validity (baud rate, parity bit, etc.)
 - Validate expected parsing format
 - Validate circuit display information
 - Validate compression utility
 - Validate encryption utility
- Install network connection or dial-up line to the RDDM buffer box:
 - If network connection, then validate IP address and ability to get to the Internet using the laptop connected to the RDDM buffer box
 - If a non-network connection then:
 - Validate connectivity from the PSAP to the Data Center
 - Validate Access to Data Center Regional Collectors
- Network Access Test
- Response Times
- Network Routing Tests
- Hang up
- Configure Automated Dial-up Routines
- Test connection and data delivery to communications server in coordination with the Help Desk.
 - Force a data buffer and forward from the RDDM
 - Force a data pull from the Help Desk
 - Validate Data Injection into ECaTS
 - Validate CDR output in ECaTS
 - Validate ad-hoc report access to newly injected data in ECaTS
 - Validate remote maintenance access
- If supported by Telecommunication Company then perform test calls across all inventoried circuits – at least one call per circuit to perform final data collection validation and injection across 9-1-1 and funded 10-digit administrative lines.

Client help may be necessary to ensure the appropriate and timely implementation of this plan. One specific example includes the need for escalation to LECs or PSAPs to ensure timely collaboration from all parties during the deployment. Another example may include escalation to the LECs during the Network Deployment Phase to ensure that all necessary data is provided correctly and in a timely fashion (in order to support the Project Plan provided by Vendor).

h) PSAP Acceptance Phase

The Project Manager will coordinate the Acceptance testing, exceptions and corrective actions for the Client in accordance to the User Acceptance requirements.

i) Software Acceptance Phase

The Project Manager will coordinate a meeting with the Client to obtain User Acceptance on the software configuration effort. Each functional requirement will be validated against the design document and additional feedback/modifications may be obtained from the Client. Once approved, the production system will be placed on the production web servers and a set of user accounts for the Client and Vendor will be created.

j) Training Preparation Phase

Once the Software configuration has been finalized, the final training materials can be developed. The Project Manager will work with our Training Staff to develop materials and a curriculum for online and face-to-face training.

The Project Manager will then coordinate training events for the Client, County Coordinators and PSAP Managers in accordance with the Project schedule and Scope, using a regional approach. Online training materials will also be posted on the Portal including a full tutorial of how to use the new ECaTS Reporting System.

k) Training Phase

Training events in the field will be coordinated with the PSAP Managers and the Client using a regional approach to maximize efficiency and minimize impact on the community.

Since a set of materials will also be posted on the Portal's main home page, users will have the flexibility to view online materials first or in place of attending face-to-face training events. The final training strategy will be established in collaboration with the Client during the design phases of implementation. Once training is completed, access will be provided to the ECaTS Portal.

At a minimum, training will support the following objectives:

- i. Ensure the understanding of basic product navigation (login, user ID, menus, submenus, standard and ad-hoc reports, etc.)
- ii. Ensure the working understanding of standard report generation
- iii. Instruct on the usage of simple and advanced ad-hoc report generation
- iv. Instruct on the usage and review of CDR record output
- v. (Advanced) Instruct on the usage of Health Page
- vi. (Advanced) Instruct on the usage of Management Reports
- vii. (Advanced) Instruct on the usage of Trouble Ticket Management database

EXHIBIT D - CERTIFICATE OF ACCEPTANCE

Client will be asked to sign the attached Certificate of Acceptance document upon completion of deployment of the System as validation that Client has accepted the final product and considers it Production Ready.



Certificate of
Acceptance.docx

EXHIBIT E - Standard Reports

The following standard reports are available to client as of March 30, 2012:

- Call Summary Report
- Call Summary Monthly Report
- Calls per Hour Report
- Top 20 Busiest Hours Report
- Average Call Duration Report
- Calls by Circuit Report
- Circuit Utilization Report
- PSAP Answer Time (Speed of Answer) Report
- Last 12 Months Answer Time Report
- Class of Service Report
- Call Transfer Report
- Initial Station Total Calls Report

The following standard Management reports are available to ECaTS clients as of March 30, 2012:

- Trunk Group Utilization Report
- Answer Time Exception Report
- Daily Outage Report
- Monthly Outage Report
- Wireless Call Sector Report
- 10-Digit Emergency Call Report
- Class of Service Summary Report

EXHIBIT F – EcaTS Product Description

The attached file provides a detailed description of the ECaTS Product and associated services together with a Business Driver Analysis. For more information, please contact tchambers@ecats911.com.



ECaTS Whitepaper