TIBURON

July 16, 2013

Felipe Othick
City of Bryan
201 East 29th Street
Bryan, TX 77803

Dear Mr. Othick,

The agreement for on-going software support expires on September 30, 2013. To be sure that the renewal process is completed prior to the expiration date, I have enclosed the new exhibit that will replace the current exhibit and become part of the agreement effective October 1, 2013.

If you require any changes to the covered software or service options on the enclosed exhibit, please contact me at your earliest convenience. I can be reached at 925-621-2708.

Also enclosed is the invoice for annual support.

Sincerely,

Kelley Chavez

Kelley Chavez
Contracts Administrator

Enclosures

EXHIBIT 2
To
Master Support Agreement

COVERED APPLICATIONS

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

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

CLIENT # M1255-13

Covered Application	Make, Model, Serial Number of Authorized Server	Maintenance Period			Annual Fee
			Start	End	
CommandCAD	IBM xSeries 345 KPYHMG9	12 mo.	10/1/13	9/30/14	$20,192.00
CARS	IBM xSeries 335 KPMKAR5	12 mo.	10/1/13	9/30/14	$1,126.00
AVL		12 mo.	10/1/13	9/30/14	$3,658.00
E911 IF		12 mo.	10/1/13	9/30/14	$774.00
State IF		12 mo.	10/1/13	9/30/14	$2,673.00
Fire Station Alerting IF		12 mo.	10/1/13	9/30/14	$1,829.00
GCT		12 mo.	10/1/13	9/30/14	$985.00
MobileCOM		12 mo.	10/1/13	9/30/14	$24,475.00
Reformatter		12 mo.	10/1/13	9/30/14	$1,266.00
LawRECORDS	IBM xSeries 335 KPMKAP6	12 mo.	10/1/13	9/30/14	$28,589.00
ARS LAN		12 mo.	10/1/13	9/30/14	$3,350.00
ARS Mobile		12 mo.	10/1/13	9/30/14	$4,690.00
FireRECORDS	IBM xSeries 335 KPMKAP6	12 mo.	10/1/13	9/30/14	$11,994.00
911 Mapping/LVS	IBM xSeries 345 KPYHMG9	12 mo.	10/1/13	9/30/14	$17,817.00
Mobile Mapping		12 mo.	10/1/13	9/30/14	$7,147.00
ProQA IF		12 mo.	10/1/13	9/30/14	$1,206.00
			Total		**$131,771.00**

Authorized Site for CAD System: 101 Regent, Bryan, Texas 77803
Authorized Site for remaining systems: 201 E. 29th Street, Bryan, Texas 77803

TIBURON®

A CompuDyne Company

(925) 621-2700 Fax (925) 621-2796

Invoice No. 5800

Attention	Accounts Payable		
Name	City of Bryan		
Address	PO Box 1000		
City	Bryan	State TX	ZIP 77805
Phone			

Date	1-Oct-13
P.O. No.	
Payment due by	Upon Receipt
Authorized by:	
Project Code	M125513

Reference: **Software Support & Maintenance: 10/01/13 - 09/30/14.**

Qty	Description	Unit Price	TOTAL
1	CommandCAD	$20,192.00	$20,192.00
1	CARS	$1,126.00	$1,126.00
1	AVL	$3,658.00	$3,658.00
1	E911 Interface	$774.00	$774.00
1	State Interface	$2,673.00	$2,673.00
1	Fire Station Alerting Interface	$1,829.00	$1,829.00
1	GCT	$985.00	$985.00
1	MobileCOM	$24,475.00	$24,475.00
1	Reformatter	$1,266.00	$1,266.00
1	PRMS	$28,589.00	$28,589.00
1	ARS LAN	$3,350.00	$3,350.00
1	ARS Mobile	$4,690.00	$4,690.00
1	FRMS	$11,994.00	$11,994.00
1	911 Mapping/LVS	$17,817.00	$17,817.00
1	Mobile Mapping	$7,147.00	$7,147.00
1	ProQA Interface	$1,206.00	$1,206.00
	Sales Tax if Applicable		
		TOTAL	**$131,771.00**

Client shall be responsible for all collection and/or attorney fees associated with the collection efforts associated with this invoice.

Remit To:

Tiburon, Inc.
3000 Executive Pkwy., Ste. 500
San Ramon, CA 94583

CompuDyne
Public Safety
& Justice

CompuDyne - Public Safety & Justice, Inc.
39350 Civic Center Drive
Fremont, CA 94538
Tel: 510-792-2108
Fax: 510-792-2897
www.compudyne.com

13 February 2006

City of Bryan, Texas
Attention: Cory Bluhm
201 East 29th Street
Bryan, Texas 77803

Subject: CompuDyne Master Support Agreement

Dear Mr. Bluhm:

Enclosed are two (2) copies of the subject Agreement that have been signed on behalf of CompuDyne. The documents reflect all changes agreed to between Ms. Janis Hampton of the City Attorney's office and me.

Please have both copies fully executed on behalf of the City (including filling in the date on page 1/15 of the Agreement and on first page of each exhibit in the Agreement). Once fully executed, please return one (1) copy of the Agreement to CompuDyne, addressed as follows:

CompuDyne – Public Safety & Justice, Inc.
Attention: Loren Hopper, Contracts
39350 Civic Center Drive
Fremont, California 94538
(510) 792-2108

Please don't hesitate to contact me if you have any questions. I can be reached by telephone at (510) 792-2108 extension 2468, by email at Randy.Brine@CompuDyne.com, and by U.S. mail at the address above.

Regards,

Randy Brine
Contracts Management

Enclosures

MASTER SUPPORT AGREEMENT

This Master Support Agreement (this "Agreement") is entered into this 14th day of Feb, 2006 (the "Effective Date"), by and between City of Bryan, Texas (the "Client") and CompuDyne – Public Safety & Justice, Inc., a Virginia corporation having its primary place of business at 39350 Civic Center Drive, Fremont, California 94538 ("CompuDyne").

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

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

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

1. Definitions

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

2. Scope of Work

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

(a) Application Errors. CompuDyne will correct any Error in any of the Covered Applications discovered by the Client during the term of this Agreement, provided (a) the Client provides all information regarding such Error that may be requested by CompuDyne in accordance with Section 5.1 hereof [Technical Service Requests], (b) such Error is reproduced by the Client in accordance with Section 5.4 hereof [Error Reproduction], and (c) the Client has provided CompuDyne with remote access to the System as required under Section 5.2 hereof [Remote Access].

(b) Customer Support Center. CompuDyne will provide toll-free telephone support for routine operational and technical assistance. Support for Priority One Calls relating to CompuDyne's Computer Aided Dispatching (CAD) software application, Correctional Management Systems (CMS) software application and Message Switch System (MSS) software application shall be available twenty four hours a day, seven days a week. Support for all other calls will be available during CompuDyne's normal support hours of 8:00 a.m. to 5:30 p.m. local time (not including weekends and CompuDyne holidays). CompuDyne reserves the right to charge reasonable call-out fees for any call received other than during CompuDyne's normal support hours.

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

(d) Status Reports. CompuDyne will provide the Client with a monthly status report (a "Monthly Status Report"). Each Monthly Status Report will include a summary of site activity and a summary of requests by the Client for technical services delivered in accordance with Section 5.1 hereof [Technical Service Requests]. Each Monthly Status Report will be delivered to the Client in accordance with the notice provisions set forth in Section 24 hereof [Notices].

(e) Back-Ups. Subject to the Client's obligations under Section 5.5 hereof [Maintenance and Back-Ups], CompuDyne will (a) provide and maintain automated back-up scripts, (b) review on a monthly basis back-up logs to insure required back-ups are being successfully completed; and (c) subject to the Client's obligations under Section 5.5 hereof [Maintenance and Back-Ups], test the back-up procedure on a monthly basis by mounting back-up tapes of a specific date for examination.

(f) Interface Updates. CompuDyne will provide updates to the National Crime Information Center interface and related Documentation, including all existing screen formats developed and currently supported by CompuDyne, for all legal requirements or modifications mandated by the National Crime Information Center, when such requirements or modifications require a modification to the Source Code relating to any Covered Application and are necessary for the proper performance of the Covered Applications. Changes mandated or offered by any state, county, city or municipal governmental entity as well as changes to the National Crime Information Center protocols are outside the scope of this section.

2.2. Additional Support Options. In addition to Basic Support, the Client may purchase additional support options, such as Advanced Database Support, Advanced System Support, Advanced Network Support and other services that may, from time to time, be offered by CompuDyne (each, an "Additional Support Option"). The Client may request information regarding the Additional Support Options currently available from the CompuDyne Account Manager. The terms and conditions for each Additional Support Option shall be set forth in a separate exhibit which, upon payment of the required annual fee for such Additional Support Option, shall automatically become part of this Agreement and shall be subject to the terms hereof. The Client may discontinue any Additional Support Option by providing CompuDyne at least ninety (90) calendar days prior written notice identifying the Additional Support Option to be discontinued; provided, however, that such discontinuance shall not be effective until the next occurring Payment Date.

2.3. Enhancements. From time to time, the Client may request CompuDyne to provide under this Agreement services and materials to furnish, install and implement an Enhancement. The installation and implementation of such Enhancement shall be provided, at CompuDyne's option, on a fixed-quote basis with payment milestones or on a time and material basis at CompuDyne's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred. No Enhancement shall be provided under this Agreement unless (a) this Agreement is amended as necessary or appropriate to include the Enhancement Terms relating to the Enhancement; (b) the Enhancement Terms are attached to this Agreement as a new exhibit and, except as specifically set forth therein, are subject to the terms hereof; (c) the Enhancement Terms include terms regarding final acceptance of the Enhancement; (d) the Enhancement Terms provide that, upon final acceptance of the Enhancement, Exhibit 2 to this Agreement shall be amended to include the Enhancement as a Covered Application subject to the Client's payment of any necessary additional support fees relating to the Enhancement; and (e) the Enhancement Terms provide that, upon final acceptance of such Enhancement, the Software License Agreement shall be amended as necessary or appropriate to grant to the Client the appropriate rights to use the Enhancement, subject to payment in full of all amounts due under the Enhancement Terms.

2.4. Out of Scope Services. From time to time, the Client may request CompuDyne to provide under this Agreement certain Out of Scope Services. CompuDyne shall be under no firm obligation to perform any Out of Scope Services, but shall undertake to make a good faith effort to perform such services to the extent that it is capable of doing so without substantially interfering with its other obligations under this Agreement or with its obligations to its other customers. Any Out of Scope Services shall be provided, at

CompuDyne's option, on a fixed-quote basis with payment milestones or on a time and material basis at CompuDyne's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred.

3. Term

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

3.1 Fiscal Funding. The Client, as a Texas home rule municipal corporation, operates and is funded on a fiscal year basis; accordingly, renewal of this Agreement shall be in accordance with Texas Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Client reserves the right to rescind this Agreement at the end of each fiscal year, without liability, if the Client determines that funds are not available to extend this Agreement.

4. Fees and Payment

4.1. Annual Support Fees

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

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

4.2. Annual Adjustments. The fees payable pursuant to Section 4.1 hereof [Annual Support Fees] will be increased on an annual basis by no more than five percent (5%) upon at least sixty (60) days prior written notice to the Client. Any such increase shall become effective on the next occurring Payment Date.

4.3. Invoices. Invoices for the annual fees required pursuant to Section 4.1 hereof [Annual Support Fees] shall be payable on or prior to each Payment Date during the term of this Agreement. All other invoices issued hereunder shall be payable within thirty (30) days of receipt unless otherwise specifically provided therein.

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

5. Client Responsibilities

5.1. Technical Service Requests. The Client shall provide all information requested by CompuDyne necessary to complete its Technical Service Request Form for each request for technical services, whether under this Agreement or otherwise.

5.2. Remote Access. The Client shall install and monitor during the term of this Agreement a dial-up modem, telephone termination, communication ports and any other networking equipment specified by

CompuDyne to provide CompuDyne remote access to the System. CompuDyne shall not be responsible for any costs relating to the installation, maintenance and use of such equipment and all associated telephone use charges. CompuDyne shall use the data connection solely in connection with the provision of its services hereunder. The Client shall run appropriate tests following each remote access as requested by CompuDyne. If the Client fails to run necessary tests as required in this Section 5.2, CompuDyne will provide such services and will charge the Client for such services at CompuDyne's then current technical service rates plus all related travel, per diem and other expenses.

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

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

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

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

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

5.8. System Security. The Client shall ensure that the security of the System conforms in all respects to the state-mandated law enforcement telecommunications requirements. The Client shall ensure that no workstations have access to the Covered Applications other than those licensed by CompuDyne to access the Covered Applications and that such access is limited to only those TCP/IP addresses and TCP/IP service ports identified by CompuDyne required to support such workstations.

5.9. System Modifications. The Client shall ensure that, with respect to each Covered Application, such Covered Application is installed only on the Authorized Server and only at the Authorized Site. The Client shall ensure that each Authorized Site conforms in all respects to the Site Specifications set forth on Exhibit 5 attached hereto and incorporated herein by this reference (the "Site Specifications"). The Client shall ensure that no changes or other alterations or modifications are made to the System Configuration without the express prior written consent of CompuDyne; provided, however, that this requirement is not intended to constitute in any manner CompuDyne's approval, certification, endorsement or warranty of the System Configuration.

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

CompuDyne's services under this Agreement. The Client may change the individual designated hereunder by providing CompuDyne advance written notice delivered in accordance with Section 24 hereof [Notices] designating the new individual authorized to act as the Client Representative.

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

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

5.13. Operations Review. The Client shall meet with CompuDyne as may be reasonably requested to discuss operational issues and the status of the Covered Applications and the other components of the System, and as required to provide timely responses to issues identified by CompuDyne related to maintenance of the Covered Applications or the other components of the System. The Client shall ensure that key personnel designated by CompuDyne participate in the operations review process.

6. Exclusions

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

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

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

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

and will charge the Client for such services at CompuDyne's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred.

6.5. Unauthorized Use. CompuDyne is under no obligation to correct any Error in any of the Covered Applications or any problems with any other component of the System if such Error or other problem is caused by (a) accident, neglect, misuse or abuse on the part of any party other than CompuDyne; (b) is due to exposure to conditions outside the range of the environmental, power and operating specifications provided by CompuDyne in the Site Specifications delivered pursuant to Section 5.9 hereof [System Modifications]; or (c) use of any of the Covered Applications or any other component of the System for any purpose other than that for which it was originally acquired. If requested by the Client, CompuDyne will provide technical support services to resolve such problems pursuant to Section 2.4 hereof [Out of Scope Services] and will charge the Client for such services at CompuDyne's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred.

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

6.7. Third-Party Product Compatibility. CompuDyne shall have no responsibility for any Third-Party Product provided and installed on or integrated into the System by any other party without CompuDyne's prior written authorization, including but not limited to responsibility for the installation and integration of any such Third-Party Products, the condition, operation and performance of any such Third-Party Products, the compatibility of any such Third-Party Products with the Covered Applications, and any impact any such Third-Party Products have on the overall operation or performance of any of the Covered Applications or any other component of the System. If requested by the Client, CompuDyne will provide technical support services pursuant to Section 2.4 hereof [Out of Scope Services] to resolve any operation or performance problems relating to any of the Covered Applications or any other component of the System caused by any such Third-Party Products or to assist with the integration of any such Third-Party Products with or into any of the Covered Applications or any other component of the System. CompuDyne will charge the Client for any such services at CompuDyne's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred.

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

7. Protection of Confidential and Proprietary Information

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

7.2. All CompuDyne Confidential Information shall be held in strict confidence by the Client, and the Client shall not, without CompuDyne's prior written consent, disclose such information to any person or

entity other than to the Client's employees or consultants legally bound to abide by the terms hereof and having a need to know such information in connection with the Client's performance of its obligations hereunder, or use such information other than in connection with the performance of its obligations hereunder. The term "CompuDyne Confidential Information" shall include the Covered Applications and all other CompuDyne software applications, whether or not licensed to the Client, as well as any written information disclosed by CompuDyne to the Client under this Agreement, including, but not limited to, any trade secrets, confidential knowledge, data, information relating to CompuDyne products, processes, know-how, designs, formulas, methods, developmental or experimental work, improvements, discoveries, plans for research, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, information obtained through contact with CompuDyne's customers, proprietary information of CompuDyne's customers, and information regarding the skills and compensation of CompuDyne's employees or other consultants. The Client understands and agrees that the CompuDyne Confidential Information constitutes a valuable business asset of CompuDyne, the unauthorized use or disclosure of which may irreparably damage CompuDyne. In the event of the Client's breach or threatened breach of any of the provisions in this Section 7.2, CompuDyne shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the Client from any unauthorized use or disclosure of any CompuDyne Confidential Information.

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

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

(a) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the recipient of such confidential information shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued; or in the event of a request for information under the Texas Open Records Act, the Client shall notify CompuDyne of its receipt of a request for information and provide CompuDyne with a copy of the request. CompuDyne shall immediately notify Client if it wishes the Client to assert any exception to the release of the information under the Texas Open Records Act. It shall be CompuDyne's responsibility to write the Texas Attorney General for a ruling.

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

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

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

8. Insurance

CompuDyne shall procure at its own expense and maintain at all times while CompuDyne is performing services under this Agreement at the Client's facilities, the insurance coverages and limits as described below.

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & $500,000/$500,000/$500,000 CompuDyne agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, CompuDyne shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence CompuDyne agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Should CompuDyne not own any automobiles, the business auto liability requirement shall be amended to allow CompuDyne to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence CompuDyne agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors.

UMBRELLA or EXCESS LIABILITY CompuDyne may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. CompuDyne agrees to endorse Client as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

ADDITIONAL INSURED ENDORSEMENTS CompuDyne agrees to endorse the Client as an Additional Insured on each insurance policy required to be maintained, with the exception of the worker's compensation and employers' liability policy

WAIVER OF SUBROGATION Waiver of subrogation in favor of the Client for each required policy. When required by the insurer or should a policy condition not permit CompuDyne to enter into a pre-loss agreement to waive subrogation without an endorsement, then CompuDyne agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should CompuDyne enter into such an agreement on a pre-loss basis.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION CompuDyne shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

SUBCONTRACTOR'S INSURANCE CompuDyne shall agree to cause each subcontractor employed by CompuDyne to purchase and maintain insurance of the type specified, provided CompuDyne's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE CompuDyne shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-" or better and/or otherwise acceptable to the Client. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice is given the Client.

If the event the Client is notified that a required insurance coverage will cancel or non-renew during the contract period, CompuDyne shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect.

Certificates and notices should be given to the Client at the following address:

City of Bryan
Attn: Purchasing Department
1309 E. MLK Street
Bryan, TX 77808

9. Limitation of Liability

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

10. Informal Dispute Resolution

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

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

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

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

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

Escalation Timetable (Business Days)	CompuDyne Representative	Client Representative
0 to 5th	Account Manager	Client Representative
6th to 10th	Division Manager	Client Representative
11th to 15th	Executive Officer	City Manager or designee

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

10.3. RESERVED

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

11. Termination

11.1. Termination if Funding Not Available. At the end of each fiscal year, the Client may terminate this Agreement immediately, and without liability, upon written notice to CompuDyne, delivered in accordance with Section 24 hereof [Notices], should the Client determine funds are not available to extend this Agreement.

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

11.3. Termination for Payment Defaults. In the event that the Client fails to pay when due all or any portion of the annual fees required under Section 4.1 hereof [Annual Support Fees], CompuDyne may, with written notice to the Client delivered in accordance with Section 24 hereof [Notices], suspend all or any portion of the services hereunder for all or any portion of the Covered Applications until the Client's account is brought current. If the Client fails to bring the account current within ten (10) days of the date the notice is given, CompuDyne may terminate this Agreement for nonpayment of fees. If, prior to the expiration of the ten (10) day notice period, the Client brings the account current, termination shall not take place.

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

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

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

12. Independent Contractor Status

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

13. Assignment

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

14. No Third Party Beneficiaries

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

15. Governing Law

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

16. Reserved

17. Venue

All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in the County of Brazos, in the State of Texas. Each party hereby agrees to submit to the

personal jurisdiction of those courts for any lawsuits filed there against such party arising under or in connection with this Agreement.

18. Advice of Counsel

Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Agreement. The parties to this Agreement hereby agree that any ambiguity in this Agreement may not be construed against either party in the event that a dispute arises where one party disagrees with the other party's interpretation of any term or condition of this Agreement.

19. Amendment

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

20. Waiver

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

21. Force Majeure

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

22. Severability

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

23. Entire Agreement

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

24. Notices

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

If to CompuDyne:

CompuDyne, Inc.
39350 Civic Center Drive
Fremont, CA 94538
Attention: Contracts Administrator
Phone: 510-792-2108
Fax: 510-742-1057

If to the Client:
City of Bryan
Attention: Cory Bluhm
201 East 29th Street
PO Box 1000
Bryan, TX 77803
(979) 209-5481 Office
(979) 209-5489 Fax

25. Construction

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

26. Counterparts

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

SIGNATURE PAGE

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

City of Bryan, Texas

By: Cory Bluhm
Name: Cory Bluhm
Title: System Administrator

CompuDyne – Public Safety & Justice, Inc.

By: _____
Name: Kenneth E. Elmer
Title: Sr. VP – Finance & Administration

EXHIBIT 1
To
Master Support Agreement

DEFINITIONS

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

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

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

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

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

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

6. **"Basic Support"** is defined in Section 2.1 [Basic Support] of the Agreement.

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

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

9. **"Client Representative"** is defined in Section 5.10 [Authorized Client Representative] of the Agreement.

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

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

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

13. "Dispute Notice" is defined in Section 10.1 [Informal Dispute Resolution] of the Agreement.

14. "Disputing Party" is defined in Section 10.1 [Informal Dispute Resolution] of the Agreement.

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

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

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

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

19. "Erroneous Reported Problem" shall mean the report of a problem with a Covered Application that is groundless.

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

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

22. "Monthly Status Report" is defined in Section 2.1(d) [Status Reports] of the Agreement.

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

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

25. "Payment Date" shall mean November 1 of each year during the term of this Agreement.

26. "Priority One Call" shall mean a call requesting technical support for an Error in any Covered Application or a failure of the Authorized Server on which such Covered Application is installed that prevents continued use or operation of the System, impacts all or substantially all operators using the System, halts or severely impacts critical System operations or endangers the integrity of any database on any of the Authorized Servers. The term Priority One Call shall not include calls requesting technical support relating to a problem encountered with substantially less than all functions of a Covered Application or all records of a database on any of the Authorized Servers, or to a failure in individual components of the network communications equipment, communications lines, terminals, workstations, printers, terminal servers or modems. CompuDyne shall have exclusive authority for determining whether a technical service request constitutes a Priority One Call.

27. "Site Specifications" is defined in Section 5.9 [System Modifications] of the Agreement.

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

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

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

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

32. "Technical Support Coordinator" is defined in Section 5.11 [Technical Support Coordinators] of the Agreement.

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

34. "CompuDyne" is defined in the preamble to the Agreement.

35. "CompuDyne Confidential Information" is defined in Section 7.2 [Protection of Confidential and Proprietary Information] of the Agreement.

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

EXHIBIT 2
To
Master Support Agreement

COVERED APPLICATIONS

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

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

Covered Application	Make, Model, Serial Number of Authorized Server	Warranty Period	Annual Fee
CARS	IBM xSeries 335 KPMKAR5	12 mon. 9/28/05 to 09/27/06	N/A
CAD	IBM xSeries 345 KPYHMG9	12 mon 9/28/05 to 10/27/06	N/A
Web	IBM xSeries 335 KPMKBK9	12 mon. 10/11/05 to 10/10/06	N/A
PRMS	IBM xSeries 335 KPMKAP6	12 mon. 10/11/05 to 10/10/06	N/A
FRMS	IBM xSeries 335 KPMKAP6	TBD	

Authorized Site for CAD System: 101 Regent, Bryan, Texas 77803
Authorized Site for remaining systems: 201 E. 29th Street, Bryan, Texas 77803

EXHIBIT 3
To
Master Support Agreement

TRAINING

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

CAD File and Table Maintenance
CAD Dispatch Functions/Call Taker/CAD Mapping
MDS System Administrator
MDS End User
CAD Supervisor
CAD System Administrator
CARS Data Warehouse
Reformatter

RMS Code Table Training
WebQuery
RMS Modules for Train the Trainer
ARS
Mobile ARS
RMS System Administrator

FRMS Code Table Training
WebQuery
FRMS Modules for Train the Trainer

GCT Training

Crystal Reports Training

EXHIBIT 4
To
Master Support Agreement

THIRD-PARTY SUPPORT CONTRACTS

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

The Client is responsible for maintenance cost directly with the vendor of the following Third Party Product(s): Crystal Reports

EXHIBIT 5
To
Master Support Agreement

SITE, SYSTEM AND NETWORK SPECIFICATIONS

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

All hardware was provided by the client and will remain the responsibility of the client to support.

EXHIBIT 6
To
Master Support Agreement

BACK UP SCHEDULE AND PROCEDURES

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

CAD Backups

Introduction

Regular backups are a must, to preserve the CAD system data in the unlikely event of a catastrophic hardware failure or other major problem. While the server is a fault-tolerant system, serious hardware failure is still a possible circumstance. In addition, fire, flood, or other general disasters can destroy equipment.

It may be desirable to store a copy of backups on-site so that they are easily available; however, it is recommended that an off-site copy be maintained for those circumstances where the center, and its contents, is damaged or destroyed.

How and when the database is backed up will depend on the database used (Oracle or SQL Server) as well as the needs of the individual client site.

CAD System Backups

A backup of the functioning CAD system is not necessary. Current "static" data (i.e., data maintained in the File Maintenance tables/database including geo data), and "dynamic" data (i.e, calls, units, assignments, current sequence values, histories, etc.) are present on each active workstation, and on the server; static data and histories are in the database as well (provided there have not been major changes without a synchronize, in the case of static data; and that it has been up as a functioning CAD file server, in the case of histories). Only a total loss of all computers participating in the CAD system will cause this data to be lost; and backups of the data can quickly become out of date, as new calls will be entered, units assigned, etc.

When backing up CAD workstations or the CAD server's hard drive, do **not** use software which "locks" files to writing - or if you must, exclude the CAD directory (which contains the "Startup.exe" and other programs) as well as all the directories inside it from the backup. The CAD files must be updated in real-time based on the activity of the system; locking these files so that they cannot be written will prevent the workstation from keeping up with the CAD system, which will cause the CAD to fatally exit on that workstation (to preserve data integrity).

If this does occur, the workstation may be restarted once the backup has completed (or at least passed the CAD directory). Until the backup is done with the CAD files, the CAD system will simply crash itself again when it realizes it cannot write something that it needs to.

Note: If the workstation.ini file is customized on some machines, it may be worthwhile to back it up. A backup of any non-distributed ini files that are present is also recommended. Reinstalling and

connecting to the CAD system will restore everything else.

The one thing besides the Oracle or SQL database that definitely needs to be backed up is the distribution directory (see the Software Distribution section for further information). If the current distribution is lost, CompuDyne can replace it; however, we cannot replace your site-customized ini and hlp files that were set for distribution.

CAD Operations During A Backup

The CAD system should not be shut down to perform backups. The individual CAD workstations continue operating as a system while the backup is being performed. The database server also remains active and the database is available for queries and other transactions through the backup process.
Note: While the backups are being performed, it may produce a slight slowing of the CAD server. This may cause a longer response time to history inquiries and synchronize operations. No additional adverse effects should be seen on the CAD system.

Database Backups - Oracle

An Oracle database is backed up using a script, which CompuDyne will provide. Do not perform a disk backup and assume that you have the data: this is not guaranteed to be successful, as the database is constantly being written to and checked with. If you wish to perform backups without the script, put the Oracle database in backup mode, which will cause changes to the database to be journalled without being applied, and will permit backup of the database itself.

The Database backup files are normally located in the Backup Volume (example f:\ORABACKUP).

CompuDyne provides monthly, weekly, and daily scripts. The monthly script performs a full backup of the database; the weekly performs a backup of trace files; and the daily copies off the trace files to a secondary disk. When restoring the system, the backups would permit the database to be restored, followed by "playing forward" any trace files from the last backup, to bring the data up to the last point in time a backup was performed. Agencies with a great deal of data, may prefer to run the "monthly" backup weekly and the "weekly" backup daily, ignoring the "daily" backup script entirely. This will take more time to complete (as a full backup will be running once a week) but will allow for a quicker restore and more certainty of complete data preservation.

Database Backups – SQL Server

The SQL Server program has methods for handling backups using its Enterprise Manager, a backup wizard, and via T-SQL commands. However it is chosen to implement the backups, CompuDyne recommends that each database (including the master database) within the server receive a full backup each month, a differential backup each week, and a transaction-log backup at least every day.

The Database backup files are normally located in the Backup Volume (example f:\SQLBACKUP).

For those sites concerned with restoration time (differential and transaction-log backups can take longer to restore), a full backup can be performed each week, with transaction-log backups performed each day. The backups will take longer; the restore will be faster. The client site must determine the precise importance of this trade-off. The impact will be more noticeable at sites with more data.

Scheduled backups may also be set up. This is especially useful for transaction-log data being backed up to another disk. Scheduled backups can also be useful for backups to tape drives. If a tape drive is used, the client should first determine that there is always a tape in the drive with sufficient room.

Note that transaction-log backups need to occur. If the transaction log is not backed up, it is not truncated and can grow to fill the disk. Transaction-log backups should be done at least once a week (if not more often), which removes inactive entries in the transaction log.

The transaction log does not have to be truncated each time it is backed up. For example, the default scheme calls for backing it up once a day; but it might be desirable to back it up to a disk on the network every four hours. Only when the daily tape backup was performed would it (in this example case) be truncated as well.

If a site wishes to rely on full and differential backups, without using transaction-log backups, this needs to be discussed with CompuDyne and the database set up correctly. CompuDyne does not recommend this.

It is a good idea to verify the backup upon completion. This option does not make sure the data was saved properly - but it does make sure the tape or disk is readable after the backup is complete. Tapes can eventually degrade with repeated use, so it's a good idea to check this periodically.

Other Considerations

We also recommend against reusing the same tape each month (week, etc.). We recommend that the tapes be rotated through so that data can be stored for at least six months or longer. This allows a greater chance of partial recovery in the event of several problems causing loss of the server as well as backup; it also allows for the possibility of retrieving data that was deleted (through user error or for other reasons) but not detected as missing immediately.

Note that if some (especially File Maintenance/geo) data was lost due to user error, it is not desirable to restore from backup into the actual live database! Histories are stored *in the same database* which the file maintenance tables exist in, and as such, an attempt to restore from backups will also "restore" the history tables, possibly losing more-recent (and accurate) data.

Instead, create a new database called CAD_TI_RESTORE, and restore the data to that database. From there you can extract only that data which needs to be moved into the live database. If an entire table was dropped or cleared, this is trivial, as SQL Server can copy it over. For more precise/individual data loss, it may be desirable to interact with this new database using the file maintenance tools, then hand-copy over elements from it. If this is the case, contact CompuDyne for a version of File Maintenance which will permit interaction with this database. There is no way to copy individual elements of data from this space to the live (or test) databases, except manually, however it will be accessible for viewing.

RMS Backups

System BackUp Requirements for RMS\Ti

There has been some discussion with regard to the procedure and requirements for the system backup in the Ti environment. In an attempt to share any knowledge I have with regard to this process, this e-mail hopefully will provide you what you need if you are responsible for the backup. These procedures will not address the requirements for backing up an Oracle or Sql Server database as the procedures and requirements for that process is already in place.

On the RMS\Ti server there should be an "RMS_Ti" folder, within this folder are additional folders for the production (prd) and training (trn) systems. What is required to be backed up from these directories is what I will address.

Firstly under the production folder there should be at minimum three additional directories:

Bin
Datrms
Dmp

Bin Directory

From the Bin Directory "RmsTiSystem.ini" and any other configuration files are all that should be backed up. Other configuration files would include batch files used in place of the script files used in the unix environment. These usually are files called from within applications for FTPing or uploading either from or into the system. Some examples of these are "Autocite.bat", "btpawn.parm" and "btcite.parm". It may in fact be easier to determine what can be ignored by the backup in this directory. All executables (.exe), dynamic link libraries (.dll), cobol generated files (.gnt) and system tables (.tab) may be ignored. There are currently 8 additional shared memory files which should also be ignored, these files have names associated with the site and system settings outlined in the "RmsTiSystem.ini" configuration file. They will have names beginning similar to the following for Nashua and Porter:

{sitename}.Prd.commands	{sitename}.Prd.commands
{sitename}.Prd.fields	{sitename}.Prd.fields
{sitename}.Prd.master	{sitename}.Prd.master
{sitename}.Prd.MessageQueues.dat	{sitename}.Prd.MessageQueues.dat
{sitename}.MessageCount.dat	{sitename}.Prd.MessageCount.dat
{sitename}.system	{sitename}.Prd.system
{sitename}.Prd.uxappl1	{sitename}.Prd.uxappl1
{sitename}.Prd.uxiob	{sitename}.Prd.uxiob

Datrms Directory

From the Datrms directory all files except SSF1.xfl should be backed up. However these files should not be locked by the backup process.

Dmp Directory

From the Dmp directory as far as the operation of the system is concerned nothing here should be backed up.

Next under the training folder there should be at minimum five additional directories:

Bin
Batch
Datrms
Dmp
Tables

Bin, Datrms and Dmp Directories

From the Bin, Datrms and Dmp directories the process should be the same as production above.

Batch Directory

From the Batch directory everything should be backed up.

Tables Directory

From the Tables directory everything should be backed up.

In our current installations "Veritas backup exec" is the software used for the backup, it has an option whether to backup with or without a lock on the files. Select the option "WITHOUT A LOCK".

Finally, this only addresses RMS\Ti server software, it does not address the GUI distribution or its associated directories, and it does not address CAD\Ti or any of its software. The directory structure on the unix platform is different with "def" and "com" directories among others this is **NOT** an outline for backing up a unix RMS system.

As mentioned earlier, these procedures assume the person responsible for setting up the backup already knows what is required for backing up the database whether it is Oracle or Sql Server.

CARS BACKUPs

The Data Base management utilities are used to produce a "HOT" backup of the Production Databases on a nightly basis. The HOT backup produced database files are extracted onto the BACKUP Volume for retrieval by the Tape Backup Utility. Additionally several other directories should be backup on a daily biases.

SQL Databases

The Directories paths may differ slightly by name however the targeted files should not. Look for a Volume named Backup or has backup in its name. Under that Volume (example F:) look for the COMPUDYNE folder, then the SQLBACKUP folder, you can backup that whole folder. The SQLBACKUP folder should contain folders: MSDB, Model, Master, CART, CARP.

Oracle Databases

The Directories paths may differ slightly by name however the targeted files should not. Look for a Volume named OraBackup or has backup in its name. Under that Volume (example F:) look for the OraBackup folder, you can backup this whole folder. The ORabackup folder should contain the Database subfolders ie.. PRD, Live

CompuDyne CARS Directories

The Directories paths may differ slightly by name however the targeted files should not. Look for a Volume named "Programs" this is normally the D: Volume. There are two directories that we want to backup, TibCars, & TibCars Base.

GUI Distribution

Some times the CARS Server is used as the GUI Distribution for RMS, CAD workstations distribution. If your CARS server also is the GUI Distribution server, please include these distribution folders in the Daily Backups. These can normally be found under the D: (Program) Volume. These folder names should be RMS_Distrib, RMT_TI. If your CARs Server is also your CompuDyne WEB Application server please backup the RMS_WEB Directory which normally is found under the D: Volume.

SOFTWARE LICENSE AGREEMENT

This Software License Agreement is made and entered into as of the 14th day of Dec, 2005 (the "Effective Date"), by and between City of Bryan, with its principal place of business at City of Bryan, Texas (the "Licensee"), and CompuDyne – Public Safety & Justice, Inc., a Virginia corporation, with its principal place of business at 39350 Civic Center Drive, Fremont, California, 94538 ("CompuDyne").

RECITALS

WHEREAS, CompuDyne has developed certain software applications that have been installed on the Licensee's automated computer system and the Licensee desires to obtain a license and right to use such software applications on such system in accordance with the terms, and subject to the conditions, set forth below; and

WHEREAS, CompuDyne has the right to sublicense certain software applications developed by third parties that have been installed on the Licensee's automated computer system and the Licensee desires to obtain a sublicense and right to use such third party software applications on such system in accordance with the terms, and subject to the conditions, set forth below;

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

AGREEMENT

1. Definitions

The following definitions apply to the terms used within this Agreement:

1.1. "Agreement" shall mean this Software License Agreement and its exhibits, as the same may from time to time be amended in accordance with the terms hereof.

1.2. "As-Built Specification Document" shall mean, with respect to any Licensed Application, the document setting forth the specifications for such Licensed Application delivered upon acceptance of the Licensed Application in accordance with the applicable implementation agreement, as such specifications may thereafter be modified or supplemented from time to time to reflect Enhancements subsequently provided by CompuDyne.

1.3. "Authorized Server" shall mean, with respect to any Licensed Application, the server identified as corresponding to such Licensed Application on Exhibit 1 attached hereto and incorporated herein by this reference.

1.4. "Authorized Site" shall mean, with respect to any Authorized Server, the address and room number identified as corresponding to such Authorized Server on Exhibit 1 attached hereto and incorporated herein by this reference.

1.5. "Derivative Works" shall mean, with respect to any Licensed Application, any translation, abridgement, revision, modification, or other form in which such Licensed Application may be recast, transformed, modified, adapted or approved after acceptance of the As-Built Specifications for such Licensed Application in accordance with the applicable implementation agreement.

1.6. "Documentation" shall mean any written, electronic, or recorded work that describes the use, functions, features, or purpose of the System, or any component or subsystem thereof, and that is published or provided to the Licensee by CompuDyne, CompuDyne's subcontractors or the original manufacturers or developers of third party products provided to the Licensee by CompuDyne, including, without limitation, all end user manuals, training manuals, guides, program listings, data models, flow

charts, logic diagrams, and other materials related to or for use with the System.

1.7. **"Effective Date"** is defined in the preamble hereof.

1.8. **"Enhancement"** shall mean, with respect to any Licensed Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Licensed Application and that is integrated with such Licensed Application after acceptance of the As-Built Specifications for such Licensed Application in accordance with the applicable implementation agreement, or that is related to a given Licensed Application but offered separately by CompuDyne after acceptance of the As-Built Specifications for such Licensed Application in accordance with the applicable implementation agreement.

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

1.10. **"Licensed Application"** shall mean each of the software applications set forth on Exhibit 1 attached hereto and incorporated herein by this reference, which software applications were developed by CompuDyne and furnished to the Licensee in conformity with the As-Built Specifications with respect thereto, together with all Derivative Works, all Maintenance Modifications and all Documentation with respect thereto; provided, however, that Licensed Applications shall consist of Object Code only and shall not include any Enhancements.

1.11. **"Licensee"** is defined in the preamble hereof.

1.12. **"Maintenance Modifications"** shall mean, with respect to any Licensed Application, a computer software change to correct an Error in, and integrated into, such Licensed Application, but that does not alter the functionality of such Licensed Application and that is provided to the Licensee by CompuDyne after acceptance of the As-Built Specifications for such Licensed Application in accordance with the applicable implementation agreement.

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

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

1.15. **"Sublicensed Applications"** shall mean the software application specified on Exhibit 1 attached hereto developed by any source external to CompuDyne, such as a subcontractor, distributor, re-seller, personal computer software supplier or system software supplier, and furnished to the Licensee by CompuDyne for integration into the System.

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

1.17. **"CompuDyne"** is defined in the preamble hereof.

1.18. "CompuDyne Confidential Information" is defined in Section 6.1 hereof.

2. Licenses and Restrictions

2.1. Grant of Licenses. Subject to the conditions set forth in Section 2.2 hereof, CompuDyne hereby grants to the Licensee, pursuant to the terms and conditions hereof, a perpetual, nonexclusive, nontransferable license:

(a) to use each Licensed Application and each Sublicensed Application, in Object Code only, on the Authorized Server with respect thereto and at the Authorized Sites with respect thereto;

(b) to conduct internal training and testing on each Licensed Application and each Sublicensed Application;

(c) to perform disaster recovery, backup, archive and restoration testing, and implementation with respect to each Licensed Application and each Sublicensed Application;

(d) to make no more than two (2) archival copies of any Licensed Application or Sublicensed Application, provided that each copy of any Licensed Application shall include CompuDyne's copyright and other proprietary notices and each copy of any Sublicensed Application shall include the copyright and other proprietary notices required by the developer of such Sublicensed Application.

2.2. Conditions to Grant of Licenses. No grant of any license or right pursuant to Section 2.1 hereof with respect to any Licensed Application or any Sublicensed Application shall be effective, and the Licensee shall have no license or right to use such Licensed Application or such Sublicensed Application, until such Licensed Application or such Sublicensed Application has been accepted by the Licensee in accordance with the acceptance terms set forth in the applicable implementation agreement and all license fees, sublicense fees or royalties with respect to such Licensed Application or such Sublicensed Application have been paid in full in accordance with the payment terms set forth in the applicable implementation agreement.

2.3. Restrictions on Use

(a) The Licensee agrees to use the Licensed Applications and the Sublicensed Applications only for the Licensee's own use. The Licensee shall not allow use of any Licensed Application or any Sublicensed Application by any parent, subsidiaries, affiliated entities, or other third parties, or allow any Licensed Application or any Sublicensed Application to be used on other than on the Authorized Server at the Authorized Site with respect thereto.

(b) Except as otherwise specifically set forth in Section 2.1 hereof, the Licensee shall have no right to copy any Licensed Application or any Sublicensed Application. Any copy of any Licensed Application (whether or not such copy is permitted) shall be the exclusive property of CompuDyne. Any copy of any Sublicensed Application (whether or not such copy is permitted) shall be the exclusive property of the developer of such Sublicensed Application. The Licensee shall not distribute or allow distribution of any Licensed Application or any Sublicensed Application or any Documentation or other materials relating thereto without CompuDyne's prior written consent.

(c) The Licensee's licenses and rights to use the Licensed Applications and the Sublicensed Applications is limited to a license and right to use only the Object Code relating thereto. The Licensee shall have no license or right with respect to the Source Code for any Licensed Application or any Sublicensed Application.

(d) The Licensee shall not, and shall not permit any other party to, make any alteration, modification or enhancement to any Licensed Application or any Sublicensed Application unless, and only to the extent, specifically authorized by CompuDyne. The Licensee shall not, and shall not permit any other party to, disassemble, de-compile or reverse-engineer any Licensed Application or any

Sublicensed Application.

(e) The Licensee shall not use any Licensed Application or any Sublicensed Application, and shall not permit any third party to use any Licensed Application or any Sublicensed Application, for processing data of any entity other than the Licensee.

3. Ownership. Except for the rights expressly granted therein pursuant to Section 2 hereof, CompuDyne shall at all times retain all right, title and interest in and to each Licensed Application and all copies thereof (whether or not permitted), including all Derivative Works, Maintenance Modifications, Enhancements and Documentation with respect thereto (whether or not developed by CompuDyne). By this Agreement, the Licensee hereby assigns to CompuDyne any and all rights it may have or later acquire to any and all Derivative Works (whether or not developed by CompuDyne).

4. Term and Termination

4.1. Effective Date. This Agreement shall take effect on the Effective Date after (i) it has been fully executed by duly authorized representatives of both parties, and (ii) CompuDyne's receipt of written notification from the Licensee that any certification or approval of this Agreement required by statute, ordinance, or established policy of the Licensee has been obtained.

4.2. Term. This Agreement shall continue in effect until terminated as set forth under Section 4.3 hereof.

4.3. Termination. The Licensee may terminate this Agreement by providing ninety (90) days prior written notice to CompuDyne of its intent to do so. CompuDyne may terminate this Agreement immediately if the Licensee breaches any material provision of this Agreement.

4.4. Effect of Termination. Upon termination of this Agreement, all licenses granted to the Licensee hereunder shall be revoked. Upon termination of this Agreement, (a) the Licensee shall return to CompuDyne, within ten (10) business days of such termination, all CompuDyne Confidential Information and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment other documents or property relating thereto and all copies of any of the foregoing (in whatever medium recorded); (b) the Licensee shall discontinue all use of the Licensed Applications and the Sublicensed Applications; and (c) the Licensee shall certify in a written document signed by an authorized representative that the material specified in the preceding clause (a) has been returned to CompuDyne, that all copies of the Licensed Applications and the Sublicensed Applications have been permanently deleted or destroyed, and that all use of the Licensed Applications and the Sublicensed Applications has been discontinued. The expiration or termination of this Agreement will not relieve the Licensee of its obligations under Section 6 hereof regarding CompuDyne Confidential Information.

5. Limited Warranties and Liability

5.1. Warranty. THE LICENSED APPLICATIONS ARE LICENSED "AS IS". NO EXPRESS OR IMPLIED WARRANTIES FOR THE LICENSED APPLICATIONS, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE CREATED BY THIS SOFTWARE LICENSE AGREEMENT.

5.2. Limitation of Liability. NEITHER COMPUDYNE NOR ANY PERSON ASSOCIATED WITH COMPUDYNE SHALL BE LIABLE TO ANY PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF COMPUDYNE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS RESULTING FROM THE OPERATION OR FAILURE TO OPERATE OF THE LICENSED PROGRAMS. THIS CLAUSE SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR ANY OTHER PROVISION OF THIS AGREEMENT.

6. Confidential Information

6.1. CompuDyne Confidential Information. The Licensee agrees to maintain the confidentiality of any CompuDyne Confidential Information (as defined below) and to treat such information with the same degree of care and security as it treats its own most confidential information. The Licensee shall not, without CompuDyne's prior written consent, disclose such information to any person or entity other than to the Licensee's employees or consultants legally bound to abide by the terms hereof and having a need to know such information, or sell, license, publish, display, distribute or otherwise use such information except as authorized by this Agreement. The term "CompuDyne Confidential Information" shall include all Licensed Applications and any other CompuDyne software applications (whether or not licensed to the Licensee) and all Derivative Works, Enhancements, Maintenance Modifications and Documentation with respect thereto as well as any written information of a confidential nature clearly labeled by CompuDyne as being confidential or otherwise indicated by CompuDyne in writing as being confidential. The Licensee understands and agrees that CompuDyne Confidential Information constitutes a valuable business asset of CompuDyne, the unauthorized use or disclosure of which may irreparably damage CompuDyne. In the event of the Licensee's breach or threatened breach of any of the provisions in this Agreement, CompuDyne shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the Licensee from any unauthorized use or disclosure of any CompuDyne Confidential Information.

6.2. Exclusions. Notwithstanding Section 6.1 hereof, CompuDyne Confidential Information shall not include information which the Licensee can demonstrate by competent written proof (a) is now, or hereafter becomes, through no act or failure to act on the part of the Licensee, generally known or available or otherwise part of the public domain; (b) is rightfully known by the Licensee without restriction on use prior to its first receipt of such information from CompuDyne as evidenced by its records; (c) is hereafter furnished to the Licensee by a third party authorized to furnish the information to the Licensee, as a matter of right and without restriction on disclosure; or (d) is the subject of a written permission by CompuDyne to disclose.

6.3. Exceptions. Notwithstanding Section 6.1 hereof, disclosure of CompuDyne Confidential Information shall not be precluded if:

- **a)** such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the Licensee shall first have given notice to CompuDyne and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued; or in the event of a request for information under the Texas Open Records Act, the Client shall notify CompuDyne of its receipt of a request for information and provide CompuDyne with a copy of the request. CompuDyne shall immediately notify Client if it wishes the Client to assert any exception to the release of the information under the Texas Open Records Act. It shall be CompuDyne's responsibility to write the Texas Attorney General for a ruling.
- **b)** such disclosure is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary for such purpose; or
- **c)** the Licensee received the prior written consent to such disclosure from CompuDyne, but only to the extent permitted in such consent.

6.4. Survival. Unless mutually agreed otherwise in writing, the obligations hereunder with respect to each item of CompuDyne Confidential Information shall survive the termination or expiration of this Agreement.

7. Miscellaneous

7.1. Relationship. The relationship created hereby is that of Licensor and Licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and

shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

7.2. No Rights in Third Parties. This Agreement is entered into for the sole benefit of the CompuDyne and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

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

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

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

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

7.7. Reserved

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

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

other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of this Agreement.

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

7.11. Survival of Provisions. All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement, including but not limited to Section 6.1, will survive the termination of this Agreement.

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

To CompuDyne:	To Licensee:
Attn: Contract Administrator CompuDyne, Inc. 39350 Civic Center Drive Fremont, CA 94538	Attn: Cory Bluhm City of Bryan PO Box 1000 201 E. 29th Street Bryan, TX 77803
Phone: 510-792-2108 Fax: 510-742-1057	Phone: (979) 209-5481 Fax: (979) 209-5489

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

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

SIGNATURE PAGE

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

City of Bryan, Texas

By: _____
Name:
Title:

CompuDyne – Public Safety & Justice Inc.

By: _____
Name: Ken Elmer
Title: SVP Finance & Administration

EXHIBIT 1
To
Software License Agreement

LICENSED APPLICATIONS AND AUTHORIZED ENVIRONMENTS

This Exhibit is attached to, incorporated into and forms part of the Software License Agreement, dated _____, 2005, between the Licensee and CompuDyne (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

LICENSED APPLICATIONS

The following software applications constitute Licensed Applications under the Agreement. The server and site locations corresponding to each Licensed Application shall constitute the Authorized Server and Authorized Site with respect to such Licensed Application for purposes of the Agreement.

Name of Application	Make, Model, Serial Number of Authorized Server	Address and Room Number of Authorized Site of Authorized Server
CARS	IBM xSeries 335 KPMKAR5	201 E. 29th Street, Bryan, TX 77803
CAD	IBM xSeries 345 KPYHMG9	101 Regent, Bryan, TX 77803
Web	IBM xSeries 335 KPMKBK9	201 E. 29th Street, Bryan, TX 77803
PRMS	IBM xSeries 335 KPMKAP6	201 E. 29th Street, Bryan, TX 77803
FRMS	IBM xSeries 335 KPMKAP6	201 E. 29th Street, Bryan, TX 77803

SUBLICENSED APPLICATIONS

The following software applications constitute Sublicensed Applications under the Agreement. The server and site locations corresponding to each Sublicensed Application shall constitute the Authorized Server and Authorized Site with respect to such Sublicensed Application for purposes of the Agreement.

Name of Application	Make, Model, Serial Number of Authorized Server	Address and Room Number of Authorized Site of Authorized Server
911 Mapping	IBM xSeries 345 KPYHMG9	101 Regent, Bryan, TX 77803