

CODY Systems Proposal for:  
 Licensed Software and/or Professional Services

Willoughby Hills, OH Police Department ("Licensee")  
 35405 Chardon Rd., Willoughby Hills, OH 44094  
 July 6, 2018



Class	Licensed Software and/or Professional Services	Total
LSE	<b>CODY Third Party CAD-to-NIEM Interface (the "Interface")</b> Configured to receive NIEM conformant CAD data from the Lake County, OH Hexagon CAD (Version 9.2 MR-3) and import the fields necessary to create an incident record in the CODY RMS; Assumes Hexagon CAD Version 9.2 MR-3.	\$15,000.00
INCV	<b>Customer Loyalty Incentive:</b> CODY and Licensee agree that CODY will license and configure the Interface at no charge, in exchange for Licensee agreeing to a 3-year ASM rate-lock agreement, as detailed in this Proposal. Licensee's current LSSM amount, as noted in the LSSM Section below, will not change as the result of this Proposal, except for the 3% annual increase which is part of the 3-year ASM agreement.	-\$15,000.00
<b>Total Project Costs</b>		<b>\$0.00</b>

Class	Annual Licensed Software Support and Maintenance Services (ASM)	Amount
ASM	<b>ASM Services:</b> The Licensee shall pay a pro-rated portion of the annual fee, which will be 1/12th of the annual fee times the number of months remaining in the current ASM Services Term, at the time of software installation or activation. The monthly amount is noted on this line.	WAIVED
ASM	<b>ASM Services:</b> Following the initial purchase and payment of the pro-rated amount noted above, this entire annual fee shall then be added to the then existing annual fee upon renewal. This additional ASM amount related to the Interface will be included at no charge under the Customer Loyalty Incentive defined above.	INCLUDED

Class	Licensed Software Support and Maintenance Services (LSSM)	Amount
LSSM	<b>3 Year LSSM Term</b> - For the Period of February 1, 2019 through January 31, 2022 (For CODY and Oracle Licensed Software) - <u>Shown in three INSTALLMENTS at RIGHT*</u>	\$28,786.78
		\$29,650.38
		\$30,539.89

**Payment and Other Terms and/or Conditions**

Prices valid for 180 days from the date of Proposal

The Licensee agrees to pay CODY according to the following terms:

For each Line-item marked as Class SW (Software) or Class LSE (Licensed Software Enhancement), the Licensee will pay CODY in full at the time of Delivery of the SW or LSE, which occurs when CODY provides the SW or LSE on optical media (CD or DVD), when the SW or LSE is made available to the Licensee via digital download, when CODY provides the Licensee with the unique license keys for the SW or LSE or via remote install of the SW or LSE, whichever occurs first.

LSSM Installment #1 in the amount of \$28,786.78 on or before February 1, 2019

LSSM Installment #2 in the amount of \$29,650.38 on or before February 1, 2020

LSSM Installment #3 in the amount of \$30,539.89 on or before February 1, 2021

*\*The Licensee understands and agrees that it is purchasing a 3-year LSSM Term for the Licensed Software authorized by CODY to be used by the Licensee and as such, is obligated to pay the entire aggregate amount (in accordance with the 3-Installment payment plan set forth above) as set forth in this Proposal/Agreement. Licensee is expressly doing so to avoid any potential higher rate increases that CODY may apply in a given year generally to its customers, and specifically to avoid the license and configuration costs associated with the Interface. Along with any other terms and conditions concerning lack of or late payment found in any prior Proposal/Agreement or on any invoice, should Licensee not pay any installment as set forth herein within thirty (30) days of the date set forth above for such installment payment, Licensee may, at CODY's discretion, be required to immediately pay CODY in full for all installments (including the at-issue Installment) at a price reflecting the then current ASM rate increase in effect generally by CODY to its customers, as well as any overage for any previous installments where CODY's rate increase for that respective year exceeded the agreed upon amount listed herein, and for the license fee noted on the Interface line-item on this Proposal.*

**Auto-Renewal:** *At the conclusion of the 3-year LSSM Term, the LSSM Term will auto-renew for another 3-year term at CODY's then-current lowest published available annual support and maintenance (ASM) percentage increase, and shall do so again at the conclusion of each subsequent 3-year term. Should Licensee wish to not continue with such an auto-renewal, Licensee must notify CODY in writing of its intent to discontinue the LSSM Term no fewer than 90 days prior to the conclusion of the then-current active 3-year LSSM Term.*

*Unless and until this Proposal is accepted and executed, the information contained in this document is proprietary and confidential. It is intended for use only by the recipient, in connection with evaluation of the proposal, and shall not be disclosed to third parties, without the prior written consent of CODY, except where such disclosure is required by law or by procurement regulations. This Proposal, once executed, will become the principal part of a legal Agreement between CODY and Licensee, together with any and all supporting documents that may be attached, as well as CODY's Standard Terms and Conditions (the "Standard Terms"). Unless otherwise set forth herein, all software licenses and services are covered by CODY's Standard Terms, available upon request. Continued use of CODY's Licensed Software means that the Licensee accepts any and all Oracle software terms and conditions, which can be found in CODY's standard software license terms, available upon request. All capitalized terms in this Proposal are defined in the Standard Terms. In the event that Licensed Software Enhancements (LSE) are included in this Proposal, the features, functionality, specifications and/or terms of such software are described either in the Line-item setting forth such LSE herein, or, if applicable, in an Enhancement Package document available upon request. In the event that Data Conversion Services are included in this Proposal, such services shall be performed in accordance with the Analysis Report. In the event that an Annual Subscription License (SUB) is included in this Proposal, such License is a time-based Term License, notwithstanding any and all provisions to the contrary contained in CODY's standard software license terms. CODY has made every effort to ensure that the content herein is accurate. If an error is found, CODY reserves the right to correct it without prejudice, and will not be bound to or liable in any way for such error. This Agreement can be executed by way of a scanned version of a mutually signed hard copy original, provided that such scanned version retains substantially and materially the same quality of the original.*

*By signing below, I accept and agree to this Proposal offered by CODY, as authorized agent for the Licensee.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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