

CONTRACT

This contract (the "Contract") made and entered into this 24 day of October, 2016 by and between SOUTHERN SOFTWARE, a North Carolina Based Corporation with its principal place of business at 150 Perry Drive, Southern Pines, North Carolina 28387 (the "Seller"), and **Wise County Sheriff's Office**, 200 Rook Ramsey Dr, Decatur, TX 76234 (the "Buyer").

WITNESSETH

WHEREAS, the Seller is in the business of producing computer software and providing the hardware and installation incident to the use of such software;

AND WHEREAS, the Buyer has contracted to buy and the Seller has agreed to sell software licenses together with the hardware and installation hereinafter described.

NOW THEREFORE, in consideration of the terms and conditions hereinafter provided the parties hereto, intending to be legally bound, agree as follows:

1. **DESCRIPTION OF GOODS AND SERVICES.** The Buyer has contracted to purchase from the Seller and the Seller has agreed to sell, and does hereby sell to the Buyer a non-exclusive, perpetual license, with installation, for the computer software more particularly described in Schedule 1 attached hereto and herein incorporated by reference
2. **PURCHASE PRICE.** The purchase price of the computer software licenses, hardware (if any) and related installation being acquired as described in Section 1 above is attached hereto on Schedule 2. Terms of payment are set forth on Schedule 6 also attached hereto. Schedule 2 and Schedule 6 are herein incorporated by reference.
3. **INSTALLATION.** The commencement and completion date for the installation of the software licenses, hardware and related installation described in Section 1 above is more particularly described on Schedule 3 attached hereto and herein incorporated by reference.
4. **WARRANTIES.** The warranties being provided to Buyer by Seller or by third parties through the Seller regarding the software licenses, hardware and related installation are more particularly described on Schedule 4 attached hereto and herein incorporated by reference. Buyer acknowledges that except for the warranties set forth on Schedule 4, the Seller makes no warranties expressed or implied regarding the computer hardware or software licenses described herein as same relates to its fitness for the intended uses or for the intended service. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT (INCLUDING, BUT NOT LIMITED TO THE INDEMNITIES SET FORTH IN THIS CONTRACT), Seller's liability to Buyer or any party claiming damages or losses through Buyer, to the extent that Seller shall be liable to Buyer for damages or losses pursuant to this Contract, such damages or losses shall be the aggregate amount of fees and charges actually collected and received by Southern Software for services provided in the twelve-(12)-month period immediately preceding the date on which Southern Software is notified of any claim of liability. Seller, however, agrees to maintain general liability insurance with limits of not less than \$1,000,000.00 and to take action to notify buyer of change in said coverage and to provide proof of said coverage upon renewal of each policy term.

5. **TRAINING SESSIONS.** The Seller's obligation, if any, to provide training to the Buyer's designated personnel and the times for such training sessions, if any, are set forth on Schedule 5 attached hereto and herein incorporated by reference.
6. **SUPPORT.** Attached hereto and made a part hereof is Schedule 7, Commencement of Support (please review support agreements for information regarding support coverage)
7. **FORCE MAJEURE.** The Seller shall not be required to perform any term, condition or covenant of this Contract so long as such performance is delayed or prevented by force majeure, which shall mean act of God, strikes, lockouts, material or labor restrictions by any government authority, civil riot or floods.
8. **CAPTIONS.** The underscored captions to the sections contained in this Contract are in no way to be used in construing, interpreting, expanding or limiting any provisions contained herein.
9. **NOTICES AND ADDRESSES.** Any notice, approval or other communication required or permitted hereunder shall be in writing and (1) delivered personally with receipt acknowledged, or (2) sent by certified mail or overnight delivery, return receipt requested, postage prepaid and addressed as shown below.

All notices personally delivered shall be deemed delivered on the date of delivery. All notices forwarded by mail or overnight delivery shall be deemed received on a date seven (7) days (excluding Sundays and holidays) immediately following the date of deposit in the U.S. Mail or delivery to the overnight courier with receipt acknowledged provided, however, the return receipt, indicating the date upon which all notices were received, shall be prima facie evidence that such notices were received on the date on the return receipt.

If to Seller:	Southern Software, Inc 150 Perry Drive Southern Pines, NC 28387
If to Buyer: Attn:	Wise County Sheriff's Office J D Clark, County Judge 200 Rook Ramsey Dr Decatur, TX 76234
Project Contact:	Lt. Heinrich Downes
Phone:	(940) 627-5971
Fax:	(940) 627-1333
E-mail:	downesh@sheriff.co.wise.tx.us

The addresses may be changed by giving notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and the last addressee given shall be deemed to continue in effect for all purposes.

- 10. MISCELLANEOUS.** Words of gender or singular/plural shall be construed to fit the context. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Contract shall be construed under and in accordance with the laws of the State of Texas. In case any one or more of the provisions contained in this Contract shall be held to be illegal, such illegality shall not effect any other provisions thereof and this Contract shall be construed as if such illegal provision had never been contained herein. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, or written or oral contracts between the parties regarding the subject matter. This Contract may not be amended except in writing executed by all parties.
- 11. THIRD PARTY ACQUISITION OF SOFTWARE.** The Seller shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Seller further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition.
- 12. LIMITATION OF LIABILITY.** Buyer agrees and acknowledges that, under no circumstances, shall Seller or its subcontractors be liable for (a) third party claims against Buyer for damages, (b) special, punitive, indirect, lost profits or savings, lost or corrupted data or software, incidental or consequential damages of any type including, but not limited to, products or systems being unavailable for use, whether direct, indirect or otherwise, arising out of or in connection with this Agreement, the Licensed Products, the Purchased Hardware or the Technical Supported Service or arising out of the results or operation of any system resulting from implementation of any recommended plan or design, even if Seller or its subcontractors have been advised of the possibility of the damage and even if Buyer asserts or establishes a failure of essential purpose of any limited remedy provided in this Agreement. Further, under no circumstances, will Seller be liable to Buyer for any amount in excess of the fees and charges actually collected and received by Seller for services provided in the twelve-(12)-month period immediately preceding the date on which Seller is notified of any claim of liability. This limitation of liability applies to all types of legal theories including, but not limited to, contract, tort (including negligence), professional liability, product liability, and warranty.
- 13. INDEMNIFICATION.** Seller shall indemnify, defend and hold Buyer harmless from and against all damages and costs finally awarded for any infringement of a valid United States patent, trademark, trade secret, copyright or other intellectual property right of a third party in any suit based upon the proper use by Buyer of the System under the license by Seller granted hereunder. In such event, Buyer shall promptly notify Seller of any alleged infringement of which Buyer becomes aware and shall provide to Seller reasonable assistance in the defense of such any alleged infringement.

In the event of an infringement claim against Buyer with respect to the System or in the event Seller believes such claim is likely, Seller shall have the option at its expense to (i) modify or replace the System so that it is non-infringing or (ii) obtain for Buyer a right to continue accessing the System at no additional cost to Buyer. If neither of the foregoing

alternatives is commercially practicable, Seller shall have the right to require the Buyer to return the System and any portions thereof that are the subject of the alleged infringement and the license granted to Buyer shall terminate with no continuing obligation or liability of Seller except that Buyer shall be entitled to a prompt refund of any fees paid to Seller for any such System or parts thereof including hardware and software licenses.

IN WITNESS WHEREOF, the parties have executed this contract in their appropriate capacities the day and year first above written.

(COMPANY SEAL)

SOUTHERN SOFTWARE, INC

By: John J. Magg
CEO

ATTEST:

John Roscoe
President

NORTH CAROLINA
MOORE COUNTY

I, a Notary Public of the County and State aforesaid, certify that John Roscoe, personally came before me this day and acknowledged that he is President of **SOUTHERN SOFTWARE**, a North Carolina, Based Corporation and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name and sealed with its company seal by its CEO and attested by John Roscoe as its President.

Witness my hand and official stamp or seal, this 21 day of October, 2016.

Alice E. Winchester
Notary Public

Alice E. Winchester

My Commission Expires:

7-27-2018

WISE COUNTY SHERIFF'S OFFICE

By: [Signature]

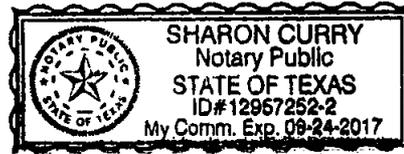
Title: County Judge

TEXAS
Wise COUNTY

The foregoing instrument was acknowledged before me this 24th day of October, 2016, by J. D. Clark, as Wise County Judge, on behalf of the Wise County.

[Signature]
Notary Public
Sharon Curry

My Commission Expires: 9/24/2017



**SCHEDULE 1
DESCRIPTION OF GOODS AND SERVICES**

- MDIS Server Software 1
- MDIS Interface for NCIC 1
- Mobile Data Information System 20
 - Concurrent Licenses
 - Access to NCIC/State Database
 - Chat
 - Administrative Capability to Review Chat Messages
- Mobile Data Information System without NCIC Interface 7
 - Concurrent Licenses
 - Chat
 - Administrative Capability to Review Chat Messages
- Mobile Data Information System (In House) 1 Concurrent License
- Project management and Training
 - Installation of Software
 - Manage all aspects of project
 - Administrative training sessions for all applications
 - User training
 - Onsite management at go live
- Support, Maintenance & Subscriptions 1 Year
 - MDIS Support 24/7
 - MDIS Interface for NCIC Support 24/7

**SCHEDULE 2
PURCHASE PRICE**

Total Mobile Data Information System (MDIS)	\$7,600.00
TOTAL	\$7,600.00

MOBILE DATA INFORMATION SYSTEM (MDIS)		Qty	
MDIS Server Software		1	
MDIS Interface for NCIC		1	
MDIS License (with NCIC/State Database Query)		20	
MDIS License (without NCIC/State Database Query)		7	
<i>(Concurrent Licenses; Assumes 80 Total Installed)</i>			
MDIS License (in house)	<i>Concurrent</i>	1	FREE
Total Software:			\$49,945.00
<i>Discount:</i>			<i>\$49,945.00</i>
Total Software After Discount:			\$0.00

PROJECT MANAGEMENT	
Project Management Fee - including Installation, Training and Project Management	
**Total Project Management:	
\$0.00	

YEARLY SUPPORT			
MDIS Support	<i>24/7</i>	1	
		YEAR	
MDIS Interface for NCIC Support	<i>24/7</i>	1	
		YEAR	
Total Support:			\$7,600.00

TOTAL INVESTMENT (STATE TAX AND SHIPPING NOT INCLUDED)	\$7,600.00
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****PROPOSAL IS VALID IF PURCHASED AT SAME TIME AS CAD (ASSUMES COMBINED IMPLEMENTATION)**

SQL Server 2008 R2 and a backup system will be required.

Wireless modems ("Air Cards") are required for each mobile unit (providers include Southern Linc, Sprint, Nextel, Verizon, Alltel, US Cellular, etc.). Wireless service plans are required for each wireless modem and are provided by Agency. (\$35-75/month/user typical)

Cisco ASA 5505 Router may be required the State. (Approximate cost - \$ 500 - to be provided and configured by the Agency)

A VPN Router in addition to the Cisco ASA 5505 Router is required to secure access to the mobile units if RMS is being run in addition to MDIS (NetMotion preferred). (All connections and fees to Agency LAN including hardware provided by Agency. 100MB Ethernet LAN Required.)

Agency must configure all networking for mobile and CAD workstations to ping servers before installation begins. Use a static IP for private address.

Secure High Speed Internet Access (VPN, Remote Desktop, etc) to servers for support provided by Agency.

All connections and fees to State NCIC including hardware provided by Agency. TCP/IP Interface Required.

Hardware Specifications are located at www.southernsoftware.com

Management fees include training, installation, and project management.

**SCHEDULE 3
SCHEDULE OF INSTALLATION/TERMS AND CONDITIONS**

- On-site project kickoff meeting will be scheduled upon receipt of initial payment.
- Installation dates will be set during the on-site project kickoff meeting. (Installation to commence on or about when both parties mutually agree on a date.)

Southern Software Responsibilities:

1. Load, configure and test all products on the appropriate machines
2. Train appropriate administrative staff in the entry of agency specific information and codes necessary to begin implementation of all software products
3. Provide qualified training personnel for applicable software

SCHEDULE 4 WARRANTIES

Southern Software warrants all software products delivered and installed to function as demonstrated and publicized in Schedule 1, Description of Goods and Services, attached hereto. Southern Software warrants the system free of defects in materials and workmanship for a period of 1-year commencing on the date of acceptance or the date the system is put into operation. Southern Software only warrants the product written by Southern Software, Inc.

Platforms on which MDIS and associated programs are written and warranted by their respective manufacturers and thereby any manufacturer's "Standard Commercial Warranty" shall apply. Southern Software does not warranty that the operation of a product will be uninterrupted or error free or that each defect in a product program be corrected, unless it affects the operation or proper functioning of the system.

This warranty is voided if customer alters or misuses product in any way or in any way modifies the original software provided. Customer understands and acknowledges that the MDIS associated products are mission critical, networked systems and are to be operated on exclusive network without any other customer installed applications. Any malfunction caused by customer-loaded applications within this network shall be the responsibility of the customer.

Operation and functionality, delivery and installation on all described software products in Schedule 1, Description of Goods and Services, attached hereto is dependent solely upon information and specifications furnished to Southern Software by customer. Any exceptions or modifications to this information may affect the terms and conditions of this Contract.

SCHEDULE 5 TRAINING SESSIONS

Dates for training to be determined.

- For a more effective training session, we recommend that the training site have a classroom with computers available. For example, a community college computer lab or university. The site is to be agreed upon before training begins. The success of this project depends on how well this phase of the contract is implemented. Every effort should be made to locate an adequate training site.

* Southern Software may supply training computers if necessary. Please inquire with Project Manager.

**SCHEDULE 6
PAYMENT SCHEDULE**

100% OF SUPPORT DUE 30 DAYS AFTER COMPLETION OF INSTALLATION AND TRAINING
= \$ 7,600.00

**SCHEDULE 7
COMMENCEMENT OF SUPPORT**

- Support period will begin after the Go Live.
- The anniversary date for payment of the support fees will be one month from date of Go Live. Support fees are billed and due at the beginning of the support period.
- Copies of Support Agreements are attached.

FIRST YEAR OF SUPPORT (INCLUDED IN CONTRACT)

Support	Type	First Year
MDIS	24/7 SUPPORT	\$6,350.00
MDIS Interface for NCIC	24/7 SUPPORT	\$ 1,250.00
TOTAL FIRST YEAR SUPPORT (INCLUDED IN THIS CONTRACT):		\$7,600.00

**SOUTHERN SOFTWARE'S
ANNUAL SOFTWARE SUPPORT AGREEMENT
MOBILE DATA INFORMATION SYSTEM (MDIS) and
MDIS INTERFACE FOR NCIC
24/7**

Southern Software's MDIS and MDIS Interface for NCIC. This Software Support Agreement covers 24 hours a day, seven days a week support.

Problem Resolution

Southern Software will provide customer software support for mission critical operation of MDIS and MDIS Interface for NCIC 24 hours a day, seven days a week. This period includes holidays and weekends. This Agreement does not constitute a warranty but provides for mission critical problem resolutions at any time and non-mission critical problem resolutions of repeatable errors during normal business hours, EST. Southern Software cannot warrant the product will operate free of problems in perpetuity. Southern Software does not warrant third party software applications used in programs provided to customers, i.e., Microsoft® Word. The purpose of this Agreement is to provide the necessary technical assistance to ensure a timely problem resolution and to minimize down time. This Agreement is not intended to provide around-the-clock assistance for problems not deemed to be operation critical. Mission critical is defined as "any problem that renders the entire system unstable or inoperable".

For problems covered under this Agreement, Southern Software will provide the following:

- Telephone response within three hours of notification of the problem from 8:30 a.m. to 5:00 p.m., EST, Monday thru Friday. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer. Any problem deemed mission critical will take top priority over all other calls.
- Telephone response within one hour of notification of the problem after 5:00 p.m., EST and during holidays that fall on a normal work day. During this initial response, support personnel will determine the nature of the problem and severity. An attempt to resolve the problem will be made by giving instructions to the customer.
- If this is unsuccessful or the severity too great, then Southern Software will escalate to a Level 2 response. A Level 2 response involves a support technician connecting remotely to the customer's network using industry standard secure remote diagnostic methods to attempt to resolve the problem.
- If the problem is unable to be detected or resolved with a Level 2 response then a technician will be scheduled for an on site visit. There is no cost to the customer for the on site visit as long as the problem is with a Southern Software product or equipment covered by a Southern Software support contract and as long as the problem is not due to a virus or negligent actions/treatment

The user understands support staff may provide a temporary fix. A permanent fix will be provided at a later date.

Program Updates

Southern Software will provide program updates to support customers as new updates, fixes and features are added. Updates will be made universally to all supported customers at one time. No custom programming will be performed.

Third Party

If, at any time, an update of a third party's software is required, Southern Software will not incur the cost of such upgrade.

System Administrator

The customer agrees to have a designated administrator (primary contact for support and update issues). It is highly desirable that the administrator be knowledgeable in networking and Windows® operating systems.

Virus Statement

The customer agrees to have virus protection software loaded on each machine and agrees to update it weekly. (Southern Software recommends updating your virus protection software on each machine daily.) This support contract does not cover assistance in the recovery of damage caused by viruses. **Southern Software will charge an hourly fee for virus recovery assistance.**

Items not covered under this annual support agreement -

- Installation and setup of new equipment.
- Transferring of data.
- Moving equipment from one site to another.
- On-site installation/reinstallation of Southern Software products or installation/reinstallation of third party software/products.
- Virus damage/recovery repair work.
- Recovery/repair work related to natural disasters such as lightning, floods, etc..
- Replacement of equipment that is out of warranty.
- Cost of upgrades to third party software including but not limited to Microsoft™ products (ie. Office, SQL, etc.), Anti-virus software, PcAnywhere™, etc. or cost of updates to operating systems.
- Data Conversions.
- On-site Training.
- Interfaces with third party products.
- Data loss due to drive crashes, machine failures, etc.

Benefits

- The Software Support Agreement only covers software developed by Southern Software and pcAnywhere™.
- Toll-free telephone support, seven days a week, 24 hours a day including holidays.
- 24-hour fax availability
- Software Updates
- Remote System Support

(Benefits continued)

- Annual User's Conference
- Free hardware/network assessments for upgrades.
- Free follow-up/new employee training at Southern Software's office.

System Access/Customer Responsibility

The customer agrees to provide a dedicated computer capable of remote access for support purposes. The computer designated for remote connectivity shall allow access to all computers on the network requiring support. The customer understands that it is the customer's responsibility to ensure data backups are being made daily and verified for accuracy.

Important- Support Renewal Clause

A lapse in support renewal will require that all outstanding support balances be paid in full prior to reinstatement of support. Support fees are non-refundable.

This Annual Software Support Agreement provides coverage beginning thirty days after the "go live" date. Support coverage is free during the first thirty days beginning on the "go live" date.

First Year Annual Support for MDIS \$6,350.00 (INCLUDED IN THIS CONTRACT)

First Year Annual Support for MDIS Interface for NCIC \$1,250.00 (INCLUDED IN THIS CONTRACT)

WISE COUNTY SHERIFF'S OFFICE, TX
Name of Department

Southern Software's Data Sharing Network Security Addendum

I hereby agree and acknowledge that:

Any information transmitted or received ("Criminal History") via Southern Software's Data Sharing Network (a) is confidential and for official use only by authorized personnel and (b) shall be used solely for the purpose(s) for which it was requested and shall not be reproduced for secondary dissemination to any other entity or agency;

Data Sharing Network is to be used for authorized law enforcement and criminal justice purposes only;

All Data Sharing Network users are, as agency head, under my direct management control and are subject to all applicable laws and regulations regarding dissemination of Criminal History;

Criminal History, by its very nature, is sensitive and has potential for great harm if misused;

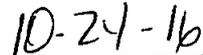
Access to Criminal History via Data Sharing Network is therefore limited to the stated purpose(s) for which the government agency in which I serve entered into the contract incorporating this Security Addendum;

Misuse of Data Sharing Network—by, among other things, accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received therefrom for a purpose other than that anticipated by the contract incorporating this Security Addendum—may subject me to administrative, employment, civil, and criminal penalties;

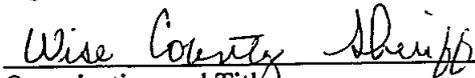
Accessing Data Sharing Network for an appropriate purpose and then using, disseminating or re-disseminating Criminal History for unauthorized purpose(s) also constitutes misuse that may subject me to administrative, employment, civil, and criminal penalties; and



Signature of Law Enforcement Agency Head



Date



Organization and Title

Data Sharing Network Field Exclusions

The following fields are listed for your exclusion from the Data Sharing Network. Please be aware that this is not a complete list of all fields that are shared but rather a list of fields that are questionable. The vast majority of participants chose to exclude nothing. Any field that you circle below will NOT be visible to any users on the system searching your data. Please circle any field you do NOT want to display to other agencies.

Incident Details

<u>Offender</u>	<u>Victim</u>	<u>Others Involved</u>	<u>Officer</u>	<u>Misc.</u>
Home Address	Home Address	Home Address	Rank	Narrative (Notes)
Home Phone #	Home Phone #	Home Phone #	Division	
Date of Birth	Date of Birth	Date of Birth	Email	
Drivers License #			Cell	
			Pager	

Name Details

<u>Employment</u>	<u>Residence</u>	<u>Person</u>
Employer Address	Home Address	Drivers License #
Employer Phone #	Home Phone #	

Citation Details

<u>Person</u>	<u>Vehicle</u>	<u>Misc.</u>
Home Address	VIN	Narrative (Notes)
Date of Birth	License Plate #	
Drivers License #		

Arrest Details

<u>Arrestee</u>	<u>Offense</u>	<u>Misc.</u>
Home Address	Trial Date	Narrative (Notes)
Home Phone #		
Date of Birth		
Drivers License #		

Vehicle Details

<u>Vehicle</u>	<u>Owner</u>
VIN	Home Address
License Plate #	Date of Birth

Pawn Details

<u>Person</u>	<u>Misc.</u>
Home Address	Notes
Date of Birth	
Drivers License #	

Criminal Paper Details

<u>Offender</u>	<u>Misc.</u>
Home Address	Notes
Home Phone	
Date of Birth	



SOUTHERN SOFTWARE, INC.
an employee-owned company

Agency: Wise County S.O.
 # Full-time sworn officers: 62
 Name: N. LAUE AKIN
 Title: Sheriff
 Signed: N. Laue Akin
 Date: 10-24-16

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Southern Software, Inc.
Southern Pines, NC United States

Certificate Number:
2016-127024

Date Filed:
10/21/2016

Date Acknowledged:
10-25-16

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Wise County Sheriff's Office

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
10-24-16
MDIS Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

John Roscoe
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said John Roscoe, this the 21 day of October, 2016, to certify which, witness my hand and seal of office.

Alice E Winchester Alice E Winchester Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

**VERIFICATION OF
SOLE SOURCE SUPPLIER**

STATE OF TEXAS

COUNTY OF WISE

This signed statement is accordance with Local Government Code Section 262.024(c).

Under Local Government Code Section 262.024(a)(7), items granted sole source exemptions by the Wise County Commissioner Court are not required to follow the Competitive Bidding Requirements found within Local Government Code section 262.023. This statement will confirm the validity of the sole source exemption request and shall be relied upon by the members of the Wise County Commissioner's Court to consider an order granting said exemption. The statement is as follows:

Southern Software's MDIS (Mobile Data Information System) application is an extension of their existing software suite of public safety products, making it impossible for any other vendor's MDIS product to interface with their CAD (Computer Aided Dispatch).



Lane Akin

Wise County Sheriff

Title

10-21-16

Date



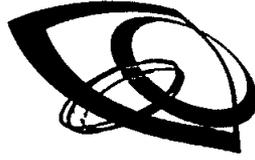
Steven Melton

Systems Administrator

Title

10-21-2016

Date



SOUTHERN SOFTWARE, INC.
an employee-owned company

October 19, 2016

Wise County Sheriff's Office
Attn: Lt. Downes
200 Rook Ramsey Dr,
Decatur, TX 76234

Dear Lt. Downes,

We are offering the below Statement of Sole Source regarding our RMS (Records Management System), CAD (Computer Aided Dispatch) and MDIS (Mobile Data Information System). We look forward to working with you and the Wise County Sheriff's Office during this process.

Southern Software's RMS is an extension of our existing suite of public safety products, therefore it is impossible for any other vendor's RMS product to interface with our CAD and MDIS products.

Sincerely,

Jennifer J. Meggs
CEO
Southern Software, Inc.
◇