

PSSI CAD SYSTEM UPGRADE AGREEMENT
Public Safety Systems Inc. and City of Lincoln, Nebraska

THIS AGREEMENT is made and entered into as of the date executed by the City of Lincoln, Nebraska, between PUBLIC SAFETY SYSTEMS INCORPORATED, (PSSI), a corporation, with a place of business at 10001 Derekwood Lane, Lanham, Maryland 20706, hereinafter referred to as "CONTRACTOR", and the City of Lincoln hereinafter referred to as the "the City".

1. **SCOPE OF CONTRACT.** This contract specifies the contractual terms and conditions by which the City will procure services from the Contractor including but not limited to: Installing a "PSSI Software Upgrade" System, procuring and installing the computers/servers and associated equipment, provide technical resources to prepare custom programs and provide training and consulting services in implementing the upgraded CAD system. This document shall be the first document in the order of precedence to be used in the event of any technical conflict requiring interpretation. An itemization of all software and services to be provided under the scope of this agreement is set forth in "PSSI Pricing - EXHIBIT B" and "EXHIBIT C" and "EXHIBIT E".

2. **TERM OF AGREEMENT.** The term of this Agreement shall begin upon the execution hereof by the City and shall continue through the upgrade of the City's System, but in no event longer than one year after the date of execution by the City.

3. **CHANGES.** City may require changes in the scope of the services to be performed by Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Agreement. All such amendments shall state any increase or decrease in the amount of the compensation due Contractor for change in scope.

4. **ACCEPTANCE.** Upon the City's acknowledgment that successful completion of the installation has occurred, and the completion of the Acceptance Test Plan set for in "Exhibit D" has occurred, the system shall be deemed accepted and the software warranty period begins.

5. **CLARIFICATION PROCEDURES.** The City shall have a maximum of fifteen (15) calendar days from the receipt of written correspondence from the Contractor in which to respond in writing to the clarification, proposed solution or any other situation requiring a written response from the City. If the City believes the contents of such correspondence do not conform to the requirements of this agreement or otherwise disagrees with such correspondence, it shall so notify Contractor in writing within the above-stated fifteen (15) days, defining in detail such non-acceptance. In the event the City finds the content of the correspondence conforming to the requirements of this Agreement, it shall within the above-stated (15) days, notify Contractor in writing of this fact, and such notification

shall constitute final acceptance of the content of the correspondence delivered. Should the City fail to respond within fifteen (15) days, the content of the correspondence shall be deemed accepted.

6. FACILITIES. During the course of this Agreement, City shall provide Contractor's personnel with adequate work space for consultants and such other related facilities as may be required by Contractor to carry out its obligations enumerated herein.

7. CONTRACT AMOUNT AND PAYMENT SCHEDULE. City shall pay to Contractor for the successful completion of services performed by Contractor in the amounts and at the times set forth on the Payment Schedule, "EXHIBIT A".

8. TERMINATION FOR BREACH. Either party has the right to terminate this Agreement if the other party fails to perform as required in this agreement. Termination rights under this section may be exercised only after the non-breaching party notifies the breaching party of the failure to perform in writing upon giving the other party ten (10) day's written notice. Upon termination, the City shall pay Contractor for any approved and satisfactory, documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the agreement. Any pre-payments for goods or services shall be returned to the City within 30 days.

9. TERMINATION FOR CONVENIENCE. City has the right to terminate this Agreement for any reason for its own convenience. If the City terminates this Agreement for convenience, City shall provide the Contractor with ten (10) days written notice of the termination. Any pre-payments for goods or services shall be returned to the City within 30 days.

10. TERMINATION FOR LACK OF FUNDING. The City may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the City. In the event of unavailability of funds to pay any amounts due under this Agreement, the City shall provide the Contractor with ten (10) days written notice of the termination. Upon termination, the City shall pay Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement. Any pre-payments for good or services shall be returned to the City within thirty (30) days.

11. ASSIGNMENT OR SUBCONTRACTING. Neither this Agreement nor any portion thereof may be assigned by Contractor without the written consent of the City. Any attempt by Contractor to assign or subcontract any performance of this Agreement without the written consent of the City shall be null and void and shall constitute a breach of this Agreement.

12. PATENTS. Contractor shall indemnify, defend, and hold free and harmless the City, its officers and employees from all liabilities, claims, damages, costs, or expenses,

including but not limited to attorney's fees, imposed upon them or any of them, for any alleged infringement of patent rights or copyrights of any person or persons in consequence of the use by City, its officers, employees, agents, and other duly authorized representatives of articles or processes supplied to City by Contractor under this Agreement.

13. SECURITY AND PRIVACY. Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The City shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

14. COVENANT AGAINST CONTINGENT FEES. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, City shall have the right to terminate this Agreement in accordance with the termination clause and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

15. LICENSE. Contractor grants to the City a nonassignable, nontransferable and nonexclusive license to use the proprietary computer programs provided under this Agreement. The City understands and acknowledges that the software is and shall remain proprietary in nature and constitutes confidential trade secrets. The City agrees that it shall not knowingly, without the prior written consent of Contractor directly or indirectly disclose, proliferate, provide or otherwise make available, or permit, any disclosure, proliferation, provision of or making available of, the software in any form, in whole or in part, to any other person, firm, corporation, government agency, association or other entity. Further, the City agrees that it shall not, without the prior written consent of Contractor copy or reproduce (except as necessary for archive diagnostic, backup, emergency restart purposes or any other solely by the City), the software, in whole or in part. Neither the license granted to the City by Contractor nor the software may be, in whole or in part, assigned, sublicensed or otherwise transferred by the City without the prior written consent of Contractor nor may the City knowingly, directly, or indirectly permit any use of the software, in whole or in part, by any other person, firm, corporation, government agency, association or other entity, without the prior written consent of Contractor. Further, the City agrees to comply with such other terms and conditions applicable to any software or hardware furnished by the hardware provider to Contractor and provided to the City under this Agreement, which are imposed by the hardware provider.

16. WARRANTY; REMEDIES

a. **Warranty.** For all computer hardware being installed, for a period commencing on the date of Final Acceptance of hardware and one year thereafter, unless covered by an existing service and support Agreement in which case the greater term will apply. Contractor warrants that (i) the hardware provided under this Agreement shall perform in accordance with the intended use, equal but not limited to the usage and performance of current industry standards; and (ii) the services performed by it under this Agreement shall be performed in accordance with the ordinary skill and care which would be executed by those who are knowledgeable, trained, and experienced in rendering these types of services at the time such services are performed. The warranty for equipment provided by Contractor under this Agreement shall be in accordance with the warranty indicated above or greater as detailed in "Exhibit B".

b. Remedies

- (1) If, during the warranty period specified in Section a. above, the City (a) discovers that the equipment provided by Contractor under this Agreement is not in accordance with the provisions of this agreement and (b) notifies the Contractor in writing of such, then Contractor shall, without charge to the City and on behalf of the City, be responsible for the enforcement of, or will perform without charge, the applicable obligations which the supplier of such equipment may have with respect to repairing or replacing such equipment to the extent necessary to correct such defects.
- (2) If, during the 90 days after the installation is complete, the City (a) discovers defects in the software provided by Contractor under this Agreement such that the software will not perform in accordance with the provisions of this agreement and (b) notifies Contractor in writing of such defects, then Contractor shall, without charge to City, correct such defects.
- (3) If, during the warranty period specified in Section a., the City (a) discovers that the services performed by Contractor under this Agreement have not been performed in accordance with the provisions of this agreement and (b) notifies Contractor in writing of such faulty services, then Contractor shall, without charge to the City, re-perform such services to the extent necessary to correct the fault therein.

17. **INDEMNIFICATION** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of this Agreement, that results in any claim of damage whatsoever, including without limitation, any bodily injury sickness, disease, or any injury to or destruction of tangible or intangible property, including any

loss or use resulting therefrom that is caused in whole or in part by the intentional or negligent act or omission of Contractor, or anyone for whose acts any of them may be liable. This section will not require Contractor to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses by law. This section survives any termination of this Agreement.

18. CONSEQUENTIAL DAMAGES. In no event shall Contractor be liable for special, indirect or consequential damages of any nature (regardless of whether such damages are alleged to have arisen from the negligence of Contractor, its subcontractors, agents or employees or others; breach of warranty; breach of contract; other act, error or omission; or from strict or absolute liability in tort; or from any other cause whatsoever; or any combination of the foregoing) including, but not limited to: damages arising from the use or loss of use of any facility; loss of anticipated profits or revenues; costs of replacement services and goods; damages arising from delay; claims of customers; or interest.

19. CONTRACT REPRESENTATIVES. Any changes in the method or nature of work to be performed under this Agreement must be processed by the City through the Contractor's Contracts Manager. Upon the execution of this Agreement, the City will name its representative who will act as the City project manager.

20. NOTICES. Any notice required to be given by the terms of this agreement shall be deemed to have been given when the same is sent by certified mail, postage prepaid, addressed to the respective parties as follows:

"City"
City of Lincoln
Finance Director
555 S. 10th Street
Lincoln, NE 68508

"Contractor"
Public Safety Systems, Inc.
10001 Derekwood Lane, Ste#204
Lanham, Maryland 20706

21. VALIDITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

22. GOVERNING LAW. This Agreement shall be governed according to the laws of the State of Nebraska

23. INSURANCE. Contractor shall purchase and maintain in place insurance naming and protecting Contractor and City against all liabilities and hazards throughout the duration of the Contract. Contractor shall not commence work under this contract until

the Contractor has obtained insurance and such insurance provisions and amounts have been approved by the City Attorney for the City of Lincoln.

24. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, representations, understandings and agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by the parties hereto. If there are any conflicts between Contractor's documents or proposed terms and conditions and the City's documents, the terms and conditions of the City's documents shall control.

25. CAPACITY. The undersigned person representing the Contractor does hereby agree and represent that he or she is legally capable to sign the Agreement and to lawfully bind the Contractor to this Agreement.

26. LIVING WAGE, AUDIT & E-VERIFY

a. The Contractor agrees to pay all employees in the performance of this contract, a base wage not less than the City Living Wage per Chapter 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

b. Contractor agrees that if asked, Consultant shall make available to the City's contract auditor copies of all financial and performance related records and materials in compliance with Chapter 4.66 of the Lincoln Municipal Code.

c. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The Contractor shall require any subcontractor to comply with the provisions of this section.

IN WITNESS WHEREOF, the Contractor and City do hereby execute this agreement.



Public Safety Systems Inc.
Mr. Lou Henneke, President
10001 Derekwood Lane
Lanham, MD 20706

Mayor Chris Beutler
City of Lincoln
555 S. 10th Street
Lincoln, NE 68508

6/22/2010

Date of Signature

Date of Execution

EXHIBIT A Contract Amount and Payment Schedule

I. Payment Schedule/Milestone

UPGRADED SYSTEMS

◇ Upon purchase and delivery of Software	<u>40%</u>	<u>\$ 101,400.00</u>
◇ Successful Completion of Installation of Software/and Administrative training	<u>40%</u>	<u>\$ 101,400.00</u>
◇ Live Operations complete (Cut over plan has been completed)	10%	\$ 25,350.00
◇ Final Upon Acceptance	<u>10%</u>	<u>\$ 25,350.00</u>

Total Software/Services **\$ 253,500.00**

II SOFTWARE/HARDWARE SUBTOTALS

A. **Total Software** **\$ 253,500.00**

B. **Total Hardware** **\$ 121,800.00**
Invoiced upon delivery

III The total contract amount is:

C. **Total** **\$ 375,300.00.00**
excluding sales tax if applicable

EXHIBIT B



Public Safety Systems Incorporated

Prepared for: **City of Lincoln, NE**

Prepared by: **ELK**

Quote #: **LINC-08-001**

Date: **May 14, 2010**

Total Integrated System Cost

Quotation is valid for 120 days

Total Base System Price \$ 220,000.00

Hardware/Server Configuration Subtotal \$ 121,800.00

Interfaces Subtotal \$ 28,700.00

RESPONSE Geo-Server Total \$

Training Services Subtotal \$ 4,800.00

System Quotation Total \$ 375,300.00



Public Safety Systems Incorporated

City of Lincoln, NE

RESPONSE™ CAD System

RESPONSE™ CAD Software

Quantity	Description	Each	Total Price
1	RESPONSE™ CAD Base Application (Application License)	\$ 150,000.00	\$ 150,000.00
1	RESPONSE™ CAD Base Application (Backup License)	\$ 75,000.00	\$ 75,000.00
0	RESPONSE™ Mapping Client Software- <i>per position</i>	\$ 1,850.00	\$ -
0	RESPONSE™ CAD WKS/PSM/FSM Client Software- <i>per position</i>	\$ 1,650.00	\$ -
	<i>User Discount</i>		\$ (67,500.00)
1	Project Management/Integration	\$ 32,500.00	\$ 32,500.00
2	RESPONSE™ Application Server Software Set-up/Configuration	\$ 10,000.00	\$ 20,000.00
2	PSSI Set-up/Configuration/Hardware for Stratus™	\$ 5,000.00	\$ 10,000.00
Total Base System Price			\$ 220,000.00



Public Safety Systems Incorporated

RESPONSE™ CAD System Interfaces

Public Safety Systems, Inc. Interface Applications

Quantity	Description	Each	Total Price	
1	E911 Controller <-> NT CAD Migration	\$	5,000.00	\$ 5,000.00
1	Fire BioKey PIC <-> NT CAD Migration	\$	5,000.00	\$ 5,000.00
1	Police BioKey PIC <-> NT CAD Migration	\$	5,000.00	\$ 5,000.00
1	Orion Mapstar PIC <-> NT CAD Migration	\$	5,000.00	\$ 5,000.00
0	Netclock <-> NT CAD Migration	\$	5,000.00	\$ -
1	Fire Records PIC <-> NT CAD Migration	\$	5,000.00	\$ 5,000.00
1	Police Records FTP Transfer <-> NT CAD Migration	\$	5,000.00	\$ 5,000.00
1	ProQA EMD Interface	\$	-	included
1	CAD <-> ICIS Interface Upgrade (ODBC Version)	\$	2,500.00	\$ 2,500.00
1	CAD <-> EMBRS Interface Upgrade (ODBC Version)	\$	2,500.00	\$ 2,500.00
	Custom Reports			
1	EMS special report -> NT Migration	\$	6,000.00	\$ 6,000.00
	<i>User Discount</i>			\$ (12,300.00)
0	RESPONSE™ Interface Server Software Set-up/Configuration	\$	10,000.00	\$ -
	Interfaces Subtotal			\$ 28,700.00



Public Safety Systems Incorporated

RESPONSE Geo-Server™ Sub-System Software

RESPONSE Geo-Server™ Sub-System

Quantity	Description	Each	Total Price	
0	RESPONSE Geo-Server™ Software	\$ 50,000.00	\$	-
	Tier 1 - Address Verification Open API, ICIS V2.3* integration			
0	- Backup application license	\$ 25,000.00	\$	-
0	Tier 2 - Verification time resolution of Reporting Districts via Active Mapping layers	\$ 25,000.00	\$	-
0	- Backup application license	\$ 12,500.00	\$	-
0	Tier 3 - Mapping Maintenance Software	\$ 27,500.00	\$	-
	Geographic Maintenance of Street Centerline, Intersections, Landmarks (commonplace), and Reporting District (Police & Fire) layers			
		User Discount	\$	-
Geo-Server Sub-System Subtotal			\$	-

RESPONSE Geo-Server™ Services

Quantity	Description	Each	Total Price	
0	Project Management/Installation/Training	\$ 14,000.00	\$	-
0	Existing GIS Data Conversion	\$ 12,000.00	\$	-
0	RESPONSE GeoServer™ Application Server Software Set-up/Configuration	\$ 7,500.00	\$	-
GIS Services Subtotal			\$	-
RESPONSE GeoServer™ Geo-Server Total			\$	-



Public Safety Systems Incorporated

PSSI Training Services

Quantity	Description	Each	Total Price
1	RESPONSE™ CAD Administrative Training- <i>per session</i>	\$ 4,800.00	\$ 4,800.00
0	RESPONSE™ CAD Geo-Server/Maintenance Training- <i>per session</i>	\$ 3,600.00	\$ -
Training Services Subtotal			\$ 4,800.00



Public Safety Systems Incorporated

System Hardware

RESPONSE CAD/GEO Server Options

Quantity	Description	Each	Total Price
1	Stratus™ ftServer 4500 (Primary Site CAD server) <i>Includes 2-way Quad core 2.0GHz, MS-Windows 2008 Enterprise, Windows 2003 Server downgrade capable, 16GB RAM, 6x146GB HDD, MS-SQL, Active Upgrade, Tape Drive, Jumpstart "Plus" Install Service, 90 days warranty-PSSI proposes first year of maintenance included</i>	\$ 60,900.00	\$ 60,900.00
1	Stratus™ ftServer 4500 (Backup Site CAD server) <i>Includes 2-way Quad core 2.0GHz, MS-Windows 2008 Enterprise, Windows 2003 Server downgrade capable, 16GB RAM, 6x146GB HDD, MS-SQL, Active Upgrade, Tape Drive, Jumpstart "Plus" Install Service, 90 days warranty-PSSI proposes first year of maintenance included</i>	\$ 60,900.00	\$ 60,900.00
RESPONSE Server Subtotal			\$ 121,800.00
Server Hardware Subtotal			\$ 121,800.00

EXHIBIT C: Scope Addendum

1.0 Cut-over Migration Plan

1.1) Coordinate with the City 911 Center CAD Administrative-Technical Support Dispatcher and devise a migration cut-over plan that minimizes downtime.

2.0 Hardware Installation

2.1) Replace the existing Hewlett Packard "A Machine" located at the primary 911 Center with a new complete "turn-key" Stratus Server as detailed in EXHIBIT B.

2.2) This installation will utilize the existing City of Lincoln Layer3 Ethernet LAN

2.3) Installation will utilize a City provided APC NetShelter SX 42U Rack

2.4) Replace the existing Hewlett Packard "B Machine" located at the backup 911 Center with a new complete "turn-key" Stratus Server as detailed in EXHIBIT B.

2.5) This installation will utilize the existing City of Lincoln Layer3 Ethernet LAN

2.6) Installation will utilize a City provided APC NetShelter SX 24U Rack.

2.7) The City shall be responsible for the disposal of the Hewlett Packard A and B Machines.

3.0 Software Installation

3.1) Latest revisions of PSSI Response Fire and Police CAD installed on the new Stratus Servers and existing CAD Client PCs.

3.2) Import, integrate, and configuration of all necessary databases, tables, data elements, and settings necessary for successful operation and replication of the previous system.

3.3) Migrate and install all necessary data and configurations from the existing ICIS/EMBRs/IIS Dell server to a new City provided Dell server to be co-located with the primary Stratus server. It is the City's responsibility to provide the necessary hardware and software for the new Dell server.

4.0 External Interfaces

4.1) Upgrade all existing interfaces to the latest TCP/IP versions utilizing the existing interface hardware including existing "PIC" installations.

4.2) Replicate all existing external interfaces maintaining all existing functionality, methods of data transfer, data formats and syntax.

5.0 Historical Database Migration

5.1) A minimum of one (1) year of all historical data will be imported and integrated into the upgraded CAD system on both the primary and backup servers.

Exhibit D: Acceptance Test Plan

In order for the system to be considered as "Accepted" the following minimum performance benchmarks must be achieved and documented.

1.0 Core System

1.1) System shall operate for 30 consecutive days with no failure, impairment, degradation, or system downtime, with the exception of planned routine maintenance, or as the result of external failure of network or power systems beyond the control of the Contractor.

1.2) All routine commands and functions depended upon by the 911 Center for operation of the CAD system will be tested and verified by the CAD Administrative-Technical Support Dispatcher.

1.3) System must operate for 24 consecutive hours with no impairment or degradation with the exception of planned routine maintenance (including the re-synchronization of the servers upon switching back to the primary server), or as the result of external failure of network or power systems beyond the control of the Contractor, utilizing the backup server with the Primary 911 Center and clients in operation. It is understood, with the exception of the Police FTP and Fire PIC records transfer interfaces, there will be no other functionality relative to any external interfaces when operational in this configuration.

1.4) System must operate for 48 consecutive hours with no impairment or degradation with the exception of planned routine maintenance, or as the result of external failure of network or power systems beyond the control of the Contractor, utilizing the primary server with the Backup 911 Center and clients in operation.

2.0 External Interfaces

2.1) All external interfaces as detailed in "EXHIBIT B" shall be tested and verified that all functionality is replicated in the upgraded system and subject to the same 30 day standard in 1.1.

2.2) Data transfers to the Police and Fire records systems shall be verified as operating as before the upgrade with no changes in format or syntax.

2.3) Interfaces to the Police and Fire Mobile Data systems shall be tested and verified as operating as before the upgrade with all existing functionality preserved.

3.0 Historical Data

3.1) Twenty (20) random samples of each of the following data elements will be collected by the 911 Center CAD Administrative-Technical Support Dispatcher from both the Fire and Police CAD systems to be used to verify the integrity of the upgraded system.

- 20- Police Calls
- 20- Fire Calls

20- Directions/Hazards/Premise History/Temp File Entries (20 samples each)

3.2) Utilizing the data collected in 3.1, equivalent queries shall be run in the upgraded system producing identical results as compared to the results prior to the upgrade.



Master Services Agreement (General Terms and Conditions)

This Master Services Agreement (the "Agreement") is made between Stratus Technologies Ireland Limited, with offices at Unit 275, Block F, Blanchardstown Corporate Park 2, Ballycoolin, Dublin 15, Ireland ("Stratus") and City of Lincoln, NE ("Customer" or "you"). Stratus agrees to provide the services, as defined in the applicable Service Addenda (the "Services"), subject to the terms and conditions contained in this Agreement, for the supported hardware ("Supported Hardware" or "Hardware") and supported software products ("Supported Software" or "Software") comprising the system(s) listed in your Service Schedule(s) (each a "System" or "Covered System"). Stratus' obligations to provide Services are subject to your compliance with all of your obligations under this Agreement.

Eligibility: Systems first placed under Service within ninety (90) days from the System shipment date are automatically deemed Service Ready and eligible for coverage under this Agreement. Systems first placed under Service more than ninety (90) days from the System shipment date must first be inspected and certified by Stratus or its authorized service representative as Service Ready. Additionally, Systems, Service coverage for which has lapsed for a period of ninety (90) days or more, will be subject to inspection and certification, at your expense, before Service coverage will be reinstated. Such inspection and certification will be at Customer's expense based on Stratus' then prevailing rates. Any work required to bring the System up to a Service Ready condition will also be at Customer's expense.

Stratus Affiliates: The Services shall be provided by Stratus or its affiliates. As used herein affiliates means, legal entities that are owned by Stratus or which are under common ownership with Stratus. In providing such Services Stratus and its affiliates may engage the services of sub-contractors. The foregoing however shall not relieve Stratus of its primary obligations under this Agreement.

Service Hours: Except as otherwise specified in this Agreement, a Service Schedule, Service Level Addendum, or an Optional Service Addendum, all Services required of Stratus under this Agreement shall be provided only during the hours of 9:00 A.M. to 5:00 P.M., Monday through Friday, excluding locally observed holidays.

1. TERM AND TERMINATION

1.1. Term. Unless otherwise agreed, the initial term for Services shall commence on the Effective Date of this Agreement and shall continue for a period of one (1) year. Thereafter, the term for Services may be renewed by mutual agreement for successive terms of one (1) year each; provided, however, Customer may terminate this Agreement at any time after the first year by giving sixty (60) days prior written notice of termination to Stratus.

1.2. Termination for Breach. Either party (the "Non-breaching Party") may terminate this Agreement in the event the other party (the "Breaching Party") breaches any of its material obligations (each a "Material Breach") under this Agreement and fails to cure said Material Breach within thirty (30) days of Breaching Party's receipt of written notice of the Material Breach from the Non-breaching Party. Material Breach" shall also be deemed to include any instance in which the Breaching Party files a voluntary petition in bankruptcy or under any similar insolvency law, makes an assignment for the benefit of its creditors, has filed against it any involuntary petition in bankruptcy or under any similar insolvency law, or a receiver is appointed for, or a levy or attachment is made against, substantially all of its assets, if any such petition is not dismissed or such receiver or levy or attachment is not discharged within sixty (60) days after the filing or appointment.

2. PRICING, INVOICING AND TAXES

2.1. Service Charges: The service charges that will apply to the Products supported under this Agreement are as set forth in the applicable Service Schedule. Updates to the Service Schedule may be provided by contacting your local service representative. Unless otherwise specified in a particular Service Schedule, your service charges will be billed annually and are payable as set forth in Section 3 below. Any prepaid service charges shall be non-refundable upon termination of the Agreement, unless termination is due to Stratus' breach. Stratus' obligation to provide these services is contingent upon your prompt payment of the invoice and any other applicable charges. Payment of any amount invoiced under this Agreement constitutes your agreement to all of the terms and conditions contained herein, to the exclusion of all others. Notwithstanding the foregoing, at any time, during a service term, if the Operating System of a Covered System is upgraded to a new release, you may be charged additional Service Fees in which Stratus may incur by a third party.

2.2. Price Changes: At any time, and from time to time after expiration of a Service Schedule, Stratus may increase the service charges by giving you ninety (90) days advance written notice. The price change will apply on the first day of the applicable invoice period on or after the effective date specified in the Stratus price change notice. Hourly rates, travel charges and one-time charges are subject to change without notice.

2.3. Additional Charges: You may incur additional charges for any Services provided by Stratus for the following reasons: (i) because of fire, natural disaster, neglect, misuse, abuse and war or other events or causes of force majeure; and (ii) unauthorized modifications; use of non-Stratus supplied equipment or software; damage resulting from environmental considerations such as electrical power, heat, cold, or humidity outside the published product specifications; or operating the System in other than the fully redundant mode of operation; and (iii) if we are required to travel beyond fifty (50) miles or eighty (80) kilometers of the nearest Stratus service location or use other than private automobile or scheduled local public transportation to provide Services to you.

3. PAYMENT

3.1. Customer shall pay all amounts within thirty (30) days of receipt of an invoice. Except in the case of termination for Stratus' material breach, any and all payments of amounts due under this Agreement are non-refundable. Customer also agrees to pay amounts equal to any applicable taxes resulting from any transaction under this Agreement that Stratus is obligated to pay upon Customer's behalf, except that Customer shall not be liable for taxes based on Stratus' net income.

3.2. Suspension of Service If Customer's account is ten (10) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Stratus reserves the right to suspend Services until such amounts are paid in full; provided however that no suspension shall take effect until and unless Stratus has provided Customer at least five (5) business days prior written notice that Customer's account is overdue.

3.3. Customer agrees to pay Stratus, on demand, interest at the maximum rate permitted by applicable law for any late payments, together with any collection and attorney's fees and expenses Stratus incurs in the collection of such overdue amounts.

- 4. CUSTOMER'S OBLIGATIONS** Customer agrees to ensure that, at all times during the term of this Agreement Customer shall:
- For each installation site or System, assign and maintain, a technically skilled employee or agent who will serve as your primary contact with Stratus for each Covered System; and
 - Provide the names and phone numbers of up to four (4) individuals who are authorized to submit calls under this Agreement; and
 - Maintain the Covered System(s) in a manner consistent with all applicable product specifications provided by Stratus or the manufacturer; and
 - Provide at no charge to Stratus access to and use of suitable telecommunications equipment needed to establish data communication over the Stratus Service Network; and
 - Execute diagnostic routines and provide the results to Stratus; and
 - Access and make appropriate use of Stratus' Internet home page for technical support information; and
 - Notify Stratus of any configuration changes to the original Covered System configuration; and
 - Where appropriate, use the provided Stratus hardened drivers; and
 - Replace customer replaceable units under the remote direction of the Stratus CAC, Customer Engineer or Stratus Authorized Service Representative; and
 - Perform housekeeping services, such as, cleaning, replacing expendable parts (e.g.: batteries, printer ribbons), performing regular operating checks and providing necessary supplies pertaining to these services; and
 - Ensure that all of the data stored on the Covered System(s) is adequately duplicated, documented and protected. Stratus is not responsible for failure to do so, or for the cost of reconstructing data stored on disks, tapes, or other media that are lost or damaged during the performance of Services; and
 - Ensure that (1) all software installed on the Covered System(s) is properly licensed for use; (2) all non-supported hardware and software products are fully-compatible with the Stratus-supported hardware and software installed on each Covered System and are fully year-2000 compliant; (3) all Covered System(s) are adequately protected against computer viruses; and
 - Install Software product updates and upgrades as made available; and
 - Maintain and operate at all times all Covered Systems in a fully redundant mode of operation.

5. WARRANTIES

5.1. WE WARRANT THAT WE WILL PROVIDE, IN A GOOD AND WORKMAN LIKE MANNER, THE SERVICES DESCRIBED IN THIS AGREEMENT AND IN EACH SERVICE SCHEDULE AND ANY ADDENDA ATTACHED THERETO.

5.2. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF A SYSTEM OR THAT ALL PRODUCT ERRORS OR DEFECTS WILL BE CORRECTED.

6. LIMITATION OF LIABILITY IN NO EVENT SHALL STRATUS, ITS AFFILIATES OR THEIR RESPECTIVE SUB-CONTRACTORS BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, PROFIT OR BUSINESS, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN AN ACTION OF CONTRACT, TORT OR OTHER LEGAL THEORY. EXCEPT WITH RESPECT TO LOSSES OR DAMAGES ARISING FROM BODILY INJURY (UP TO AND INCLUDING DEATH), BREACH OF CONFIDENTIALITY OBLIGATIONS, GROSS NEGLIGENCE AND WILFULL MISCONDUCT, THE LIABILITY OF STRATUS', ITS AFFILIATES, AND THEIR RESPECTIVE SUB-CONTRACTORS FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT), SHALL BE LIMITED TO THE AMOUNT THAT CUSTOMER WOULD HAVE PAID TO STRATUS FOR THE PREVIOUS TWELVE (12) MONTHS OF SERVICE FOR THE PRODUCT (S) THAT IS THE SUBJECT OF THE CLAIM.

7. STRATUS PROPERTY Support software, including diagnostic routines, Active Service Network or Remote Service Network Agents and SNMP Agents, as well as support tools, and documentation ("Property"), which we supply under this Agreement, are and shall at all times remain Stratus' exclusive property. Except where required by law, you agree not to make such Property available or disclose the contents thereof to any third parties other than your employees and contractors who are performing services for you and have a need to access such Property in relation to the Systems covered under this Agreement. You agree to take appropriate action, by instruction or agreement with your employees and contractors who are permitted access, to satisfy your obligations under this Agreement. Further, you agree to immediately return all such Property to us upon the expiration or termination of this Agreement and or applicable Service Schedule.

8. CHANGES TO THE AGREEMENT TERMS In order to maintain flexibility in the manner, in which we provide service, we may, after the initial term of a Service Schedule, change the terms and conditions under which the Products listed on that Service Schedule are serviced under this Agreement, including any Addenda, by giving you not less than ninety (90) days prior written notice. These will only apply as of the effective date we specify in the notice. You have thirty (30) days from receipt of a change notice in which to reject, in writing the change, and thereby terminate this Agreement and all affected Service Schedules. Failure to reject the change indicates your conclusive acceptance of the change. Except as stated above, for a change to be valid it must be in writing and signed by both of us. Additional or different terms in any order or written communication from you are void.

9. CONFIDENTIALITY

9.1. "Confidential Information" shall mean any information held disclosed in confidence by one party (the "Discloser") to the other party ("Recipient") in connection with this Agreement. Confidential Information shall be so designated by Discloser in writing at the time of disclosure and if disclosed orally or in any form other than documentation marked with a legend designating it as such, shall be identified by Discloser as confidential or proprietary and reduced to writing and provided to the Recipient within fifteen (15) days of the date of the oral disclosure.

9.2. Recipient shall not disclose to any third party the other party's Confidential Information and shall limit access and use to those of its employees and agents who require such access and use in connection with its rights and obligations under this Agreement. Recipient shall take appropriate action with its employees and agents to satisfy its obligations hereunder and shall protect Discloser's Confidential Information as it protects its own Confidential Information of like significance, but in any event with not less than a reasonable degree of care.

9.3. Exceptions. The obligations set forth in this Section shall not apply to information (a) known to Recipient prior to disclosure; or (b) which

is or becomes publicly known through no wrongful act of Recipient; or (c) received from a third party under no confidentiality obligation with respect to the Confidential Information; or (d) required to be disclosed under administrative or court order, or in an arbitration or litigation arising out of a dispute between the parties or their successors or assigns. If Recipient is legally required to disclose any Confidential Information, it shall, to the extent allowed and practicable, provide Discloser prompt notice of such requirement so that Discloser may seek a protective order or other appropriate remedy or waive compliance with respect to that disclosure.

9.4. Remedies. Each party agrees that, in addition to any other remedies available, the other shall be entitled to injunctive relief to enforce the terms of this Section 9.

10. GENERAL

10.1. We will provide Service only at the location(s) specified in the Service Schedule unless we agree otherwise, in writing.

10.2. Neither party may assign or transfer any of its rights or obligations under this Agreement without the other party's express written consent. Any attempt to make any such assignment or transfer without the express written consent of the other party will be deemed void. Notwithstanding the foregoing, either party shall have the right to assign this Agreement to any of its affiliates or in connection with the sale or transfer of all or substantially all of its assets.

10.3. The waiver or failure of either Party to exercise in any respects any right provided for herein shall not be deemed a waiver of that or any other right hereunder.

10.4. This Agreement as supplemented by the specific Service Schedule and any associated Addendum thereto as executed by the Parties, constitutes the entire agreement between the Parties for the subject matter hereof and supersedes all prior and contemporaneous written and oral representations, proposals, negotiations and communications. In the event of any inconsistency or conflict between this Agreement and a Service Schedule, the Service Schedule shall prevail.

10.5. This Agreement, the transactions occurring and services provided hereunder shall in all respects be governed by and enforced in accordance with the laws of the jurisdiction where our affiliate delivering the Services is organized. If Services are delivered by our affiliate in the United States, the laws of the Commonwealth of Massachusetts (except for the conflict of law principles thereof) shall govern and control.

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Agreement as indicated below.

City of Lincoln, NE

Customer

By: _____
Name: _____
Title: _____
Date: _____

Stratus Technologies Ireland Limited

By: _____
Name: _____
Title: _____
Date: _____

Stratus Master Services Agreement

SERVICE SCHEDULE

This Service Schedule is subject to and made a part of the Master Services Agreement between Stratus Technologies Ireland Limited and _____ . The Effective Date of this Service Schedule shall be the date of initial installation of the following System(s) unless a different Effective Date has been agreed and listed below. Stratus agrees to provide and you agree to pay for the Services selected and described in the Agreement and any Optional Services selected below for the System (Hardware and Software) listed below.

1. **Effective Date:** [Date of installation or other date agreed date] _____ .

2. Customer Contacts:

Please provide full details for the Primary Contact and up to four Named Contacts. Any subsequent changes to the Named Contacts should be submitted to your local Stratus Representative.

Primary Contact Name:
Address: _____ _____ _____
Phone: ()
Email:
Facsimile: ()

Named Contact Name (1):	Named Contact Name (2):
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()
Named Contact Name (3):	Named Contact Name (4):
Address: _____ _____ _____	Address: _____ _____ _____
Phone: ()	Phone: ()
Email:	Email:
Facsimile: ()	Facsimile: ()

3. Selected Service Levels for the Microsoft Windows Operating System

DESCRIPTION OF SERVICES	OPTION SELECTED	SYSTEM(s)			System Location	Service Charges
		Model #	Qty	Site ID		
SERVICE LEVEL:						
Assured Availability Plus						
<i>*Assured Availability Guarantee</i>						
Assured Availability						
<i>*Assured Availability Guarantee</i>						
System Availability						
OPTIONAL SERVICES:						
Extended Business Hours Field Service FRU Replacement (12x5)						
Extended Business Hours Field Service FRU Replacement (24x5)						
Saturday Field Service FRU Replacement (8x6)						
Weekend/Holiday Field Service FRU Replacement (8x7)						
Weekend/Holiday Field Service FRU Replacement (24x7)						
Full CRU/FRU Onsite Replacement, Normal Service Levels (8x5)						
Full CRU/FRU Onsite Replacement, Normal Service Levels (24x5)						
Full CRU/FRU Onsite Replacement, Normal Service Levels (24x7)						
Technical Account Management Services (NTAM)						
Expedited Parts Delivery (Same Day)						

*The Assured Availability Program Guarantee (the "Guarantee") is subject to the following additional terms and restrictions: (1) only Systems covered under Assured Availability Plus or Assured Availability Service Level coverage qualify for the Guarantee; and (2) the Guarantee must be selected at time of initial System purchase; and (3) if the qualifying System is covered under the Assured Availability service level, then coverage under the Guarantee is limited to outages caused solely by the Stratus Software, the Stratus Hardware or both; coverage under the Guarantee excludes outages caused in whole or in part by the Microsoft operating system; and (4) the Guarantee is subject to the terms and conditions set forth in the Assured Availability Program Guarantee Addendum.

OPTIONAL SERVICES

Selected Optional Services (if applicable). You may supplement your selected Service Level coverage by purchasing additional on-site and technical support services offered by Stratus as described above. These services are provided as part of a Service Level and may not be purchased on a standalone basis.

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Service Schedule as indicated below.

Customer

By: _____

Name: _____

Title: _____

Date: _____

Stratus Technologies Ireland Limited

By: _____

Name: _____

Title: _____

Date: _____

SERVICE ADDENDUM

Assured Availability Plus Service Level for Stratus Systems Running the Microsoft Windows Operating System

All definitions and terms contained in the Master Service Agreement and the Service Schedule apply to this Addendum. The terms of this Addendum shall control in the event of inconsistencies.

1. Severity Level Definitions

- 1.1. **Critical:** A problem that causes your System to become completely unavailable to users.
- 1.2. **Serious:** A problem that substantially impairs System operation.
- 1.3. **Moderate:** A problem that does not substantially impair System operation.
- 1.4. **Minor:** A problem that does not impair the operation of your System. It is non-conforming behavior that can be avoided or ignored.

2. **Customer Assistance Centers (CAC) Services:** Stratus will use best commercial efforts to provide remote and telephone Hardware and Software support within the times described below, depending on the severity of the problem, for problems reported by you via telephone or e-mail.

- 2.1. **Critical:** Stratus will acknowledge receipt of the problem within thirty (30) minutes. Stratus will provide CAC services (i) on a continuous basis until the System is restored to service; and (ii) on a priority basis until a suitable workaround is provided or until all material aspects of the System's functionality are restored.
- 2.2. **Serious:** Stratus will acknowledge receipt of the problem within two (2) hours. Stratus will provide CAC services on a priority basis until the System's functionality is restored or a suitable workaround is found.
- 2.3. **Moderate:** CAC services will be provided during local business hours only. Stratus will acknowledge receipt of the problem within four (4) hours. Stratus will use reasonable efforts to resolve the problem or provide a work around within seven (7) calendar days.
- 2.4. **Minor:** CAC services will be provided during local business hours only. Stratus will acknowledge receipt of the problem within four (4) hours. Minor problems will be corrected in a manner and within a time frame as determined by Stratus in its sole discretion.

3. **Remote System Support and Monitoring:** Stratus will provide 7x24 remote system support and monitoring of Covered Systems through an electronic connection between each such Covered System and the Stratus CAC, using the Active Service Network. Remote System Support, if applicable, may include one or more of the following:

- 3.1. Hardware problem auto notification. The System will automatically generate a call to Stratus CAC notifying us of a Hardware failure; and
- 3.2. Automatic parts replacement: Stratus' CAC will disburse a part replacement based on the System's automatically generated calls;
- 3.3. Access to Software downloads, uploads and on-line diagnostic routines; and
- 3.4. System report auto notification initiated by and relating to Software installations and system reboots.

4. **Software Support:** Stratus will provide 7 x 24, unlimited access to the Stratus CAC for assistance with software problems related to the currently supported version of the Stratus Software, Operating System and supported non-Stratus Software identified in your Service Schedule (individually and/or collectively hereinafter referred to as "Supported Software"). Stratus technical support engineers will provide root cause problem determination and relief, available Software updates and bug fixes as well as information and assistance related to Software features. Telephone Software Support applies to the following:

- 4.1. Stratus Software: Stratus will maintain Supported Stratus Software such that it will inter operate with the then Stratus-supported release of the Windows operating system.
- 4.2. Microsoft Windows Support: For Critical and Serious problems related to the Microsoft Windows operating system kernel, Stratus will provide priority access to Windows certified Stratus engineers, who will work collaboratively with Microsoft support personnel to address problems traced to a Microsoft product.

5. **Active Service Manager Services:** Stratus will provide user-authenticated access to the following Stratus 7x24 electronic support services:

- 5.1. Service event call logging and monitoring;
- 5.2. Stratus' technical Knowledgebase;
- 5.3. Software downloads; and
- 5.4. Product and service notifications

6. **Hardware Remedial Services:** Stratus will provide Hardware Remedial Services, which may include one or more of the following:

6.1. **Advanced Parts Exchange – Next Business Day:** Stratus will use commercially reasonable efforts to ship Hardware replacement parts within the same business day of receiving an automatically-generated call through Remote System Support or by way of a Telephone request that is received prior to 5:00 P.M. local time. Restrictions may apply in certain countries. Stratus will pre-pay the cost of shipping the replacement part to the requested location. A next-business-day delivery carrier chosen by Stratus will make shipments. Each replacement part shipment will also include shipping material and a pre-paid freight bill for return of the defective part. The defective part must be returned to Stratus within fourteen (14) calendar days from the date of reported failure. If you fail to do so, Stratus will bill and you will pay the list price of the replacement part shipped. Stratus assumes all risk of loss or damage to parts that are in transit to and from the location.

6.2. **On-Site Hardware Support:** If Stratus determines that it is necessary to do so, Stratus will provide on-site Hardware support Services at its cost and expense including labor, parts and material necessary to repair the System, which may include one or more of the following:

- (1) **Same Day Emergency On-Site Services:** Stratus will provide same day emergency on-site service if the System experiences a Critical problem and it cannot be recovered through remote support means.
- (2) **Next Business Day On-Site Services:** Stratus will provide next business day on-site service if the System experiences a Serious problem and cannot be recovered through remote service means.

6.3. **Hardware On-Site Support Services Conditions:**

- (1) You agree to render all reasonable assistance and to cooperate fully with Stratus' service representative or agent. Additionally, you agree to ensure his/her ability to work without interruption or interference.
- (2) Upon arrival at the site, subject to Stratus' reasonable judgment, on-site Services will be provided until the System is operational or as long as reasonable progress is being made. Work may be temporarily suspended if additional parts or resources are required, but will resume when they become available.
- (3) Travel expenses incurred in traveling to and from a System site located more than fifty (50) miles [eighty (80) kilometers] from the nearest Stratus service center will be charged to and paid by you.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2010

PRODUCER Willis of Maryland, Inc. 12505 Park Potomac Avenue #300 Potomac, MD 20854 301 530-5050	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Public Safety Systems Inc. - PSSI 10001 Derekwood Lane Suite 204 Lanham, MD 20706	INSURER A: Hartford Insurance Company	914
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	42SBAVK9253	02/01/10	02/01/11	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$300,000	
	MED EXP (Any one person)				\$10,000	
	PERSONAL & ADV INJURY				\$1,000,000	
	GENERAL AGGREGATE				\$2,000,000	
	PRODUCTS - COMP/OP AGG				\$2,000,000	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS _____ _____	42UECTB0786	02/01/10	02/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	BODILY INJURY (Per person)				\$	
	BODILY INJURY (Per accident)				\$	
	PROPERTY DAMAGE (Per accident)				\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____ _____				AUTO ONLY - EA ACCIDENT	\$
	OTHER THAN AUTO ONLY:				EA ACC \$	
					AGG \$	
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ _____ <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	42SBAVK9253	02/01/10	02/01/11	EACH OCCURRENCE	\$2,000,000
	AGGREGATE				\$2,000,000	
					\$	
					\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	42WECRJ5417	02/01/10	02/01/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	E.L. EACH ACCIDENT				\$1,000,000	
	E.L. DISEASE - EA EMPLOYEE				\$1,000,000	
	E.L. DISEASE - POLICY LIMIT				\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is listed as an Additional Insured under General Liability as required by written contract under Form SS 00 08 04 05 attached to Insured policy

CERTIFICATE HOLDER City of Lincoln 555 S. 10th Street Lincoln, NE 68508	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.