

## EXHIBIT B

### STATEMENT OF WORK 02: PROVISION OF A DATA WAREHOUSE SERVICE

**1. Basic Overview.** Subject to this SOW 02 and this Agreement, Numerica shall: (a) provide the Data Warehouse as a service and provide the API, any other related software or software services as a service, and all related documentation necessary to use the Data Warehouse as a service (collectively, the “Data Warehouse Service”) to the CISC and to the Member Agencies; (b) maintain and operate the Data Warehouse Service; (c) update and refresh the Data in the Data Warehouse via a Data Source refresh process; and (d) provide reasonable technical support services for the Data Warehouse Service.

**2. Provision of Data Warehouse as a Service.**

**a.** Subject to this SOW 02 and this Agreement, Numerica shall use reasonable efforts consistent with prevailing industry standards to provide the Data Warehouse Service during the Term (and as required thereafter) as a service to each Member Agency.

**b.** Subject to this SOW 02 and this Agreement, Numerica hereby grants a non-transferable, non-exclusive, limited right and license during the Term (and as required thereafter) to use the Data Warehouse Service to each Member Agency.

**3. Application Programming Interface.**

**a. API.** Numerica shall provide to the CISC and to each Member Agency an application programming interface and any related documentation (the “API”) for the Data Warehouse that permits the search of and access to the Data in the Data Warehouse.

**b. License to API.** Subject to the limitations and restrictions herein, Numerica grants to the CISC and to each Member Agency a fully-paid up, royalty free, non-exclusive, non-transferrable, sublicenseable, worldwide right and license to use and make calls to and to permit others to use and make calls to the API to search and access the Data in the Data Warehouse on behalf of the Member Agencies (the “API License”). Nothing in this Agreement shall limit Numerica’s right to use or to permit third parties to use the API, provided that no access to the Data is allowed by such use. The API License shall terminate 30 days after this SOW 02 terminates.

**c. API Support.** Numerica shall provide general technical support and documentation to the CISC, Member Agencies, and Authorized Third Parties to enable the use of the API and the Data Warehouse Service. Numerica’s support under this SOW 02 is not intended to provide software engineering or software design services.

**d. Limitation on API Usage.** If an entity’s use of the API is unreasonably excessive or causes a significant degradation in performance of the Data Warehouse Service, Numerica may temporarily limit the use of the API by that entity. If Numerica temporarily limits API use, Numerica shall notify the entity’s whose use was limited and the CISC. Numerica, the CISC, and the impacted entities shall work with Numerica to resolve the issue.

**4. Data Refresh.**

a. Under SOW 01, Numerica integrated Records from certain Data Sources controlled by the Member Agencies. Numerica shall ensure that the Records integrated into the Data Warehouse are updated and refreshed on a regular basis, but not less than once every other day. Numerica shall monitor the Data Source refresh cycle and notify the CISC and the affected Member Agencies of any significant delays or interruptions in the Data Source refresh process.

b. For Member Agencies utilizing the Pull Mechanism, Numerica shall use reasonable efforts consistent with prevailing industry standards to ensure the uninterrupted, continuous operation of the Pull Mechanism. If a Member Agency elected to use the Pull Mechanism, the Member Agency authorizes Numerica to access the Member Agency's Systems solely for the purpose of performing the services described herein.

c. For Member Agencies utilizing the Push Mechanism, Numerica shall provide commercially reasonable technical support to ensure that the Push Mechanism is operating properly.

d. Only Data not more than 10 years old shall be stored in the Data Warehouse, although Numerica, in its discretion, may incorporate more Data. As Numerica refreshes the Data, Numerica will delete Data in the Data Warehouse that is older than 10 years and will replace it with current Data. A Member Agency may elect to have Data more than 10 years old stored in the Data Warehouse at additional cost to that Member Agency.

**5. Update Data Access Rules.** Numerica shall in a timely manner implement new Data Access Rules and changes to existing Data Access Rules requested by a Member Agency for the Data that the requesting Member Agency originated, provided that the request complies with this Agreement. Numerica shall in a timely manner implement any new Data Access Rules or changes to existing Data Access Rules requested by the CISC that complies with this Agreement.

**6. Third Parties Access to Data and the API.**

a. **Authorization of Third Parties.** The CISC and each Member may authorize third parties (each, an "Authorized Third Party") to access the Data and use of the API; *provided, however*, that before a Member Agency grants any such authorization, the Member Agency shall first obtain the written approval of the CISC (which approval shall not be unreasonably withheld). Numerica may not unilaterally permit any third party to access the Data without the written approval of the CISC (except as otherwise authorized in this Agreement).

b. **CJIS Security Policy.** Before accessing the Data or using the API, an Authorized Third Party shall: (i) agree to comply with the CJIS Security Policy; (ii) execute and deliver to the CISC a copy of the Security Addendum to the CJIS Security Policy; (iii) enroll in and maintain its participation in the CJIS Vendor Management Program operated by the CBI (and provide documentation verifying such enrollment and participation to the CISC when requested); and, (iv) upon the CISC's request, submit to an audit by CBI concerning the Authorized Third Party's compliance with the CJIS Security Policy.

**c. Notice to Numerica.** Prior to an Authorized Third Party accessing any Data or using the API, the CISC shall provide written notification to Numerica specifying: (i) the legal name and contact information of the Authorized Third Party; (ii) any restrictions on the Authorized Third Party's access to certain Data; (iii) any restrictions on the Authorized Third Party's use of the API; and (iv) any other restrictions on or relevant information concerning the Authorized Third Party.

**d. Revocation of Third Party Authorization.** Notwithstanding authorization granted by any Member Agency or the CISC, the CISC may revoke an Authorized Third Party's access to the Data or use the API for any reason or no reason, including non-compliance with this Agreement.

**e. Support.** Numerica will provide technical support of the Data Warehouse Services to Member Agencies, the CISC, and Authorized Third Parties via both telephone and email on weekdays during normal business hours, with the exclusion of federal holidays.

**7. Installation and Acceptance.** The Parties expect that Numerica will not need to install or configure the Data Warehouse Services under this SOW 02 because the Services performed under SOW 01 should enable Numerica to provide the Data Warehouse Services.

**8. Maintenance of Data Warehouse Service.** During the Term, Numerica shall use reasonable efforts consistent with prevailing industry standards: (a) to maintain the Data Warehouse Service in a manner which minimizes Errors; (b) to ensure the continuous availability of the Data Warehouse Service to Member Agencies and to Authorized Third Parties, including without limitation maintaining, upgrading, updating, and repairing all Numerica-owned or licensed hardware and software; and (c) to provide upgrades and updates to the Data Warehouse Service over the internet as applicable. All or any portion of the Data Warehouse Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance. Numerica shall use reasonable efforts to provide advance notice to the CISC and affected Member Agencies of any scheduled Data Warehouse Service disruptions.

**9. Software Error Reporting and Resolution.**

**a. Reporting Errors to Numerica.** If the CISC, a Member Agency, or any third party experiences an Error with the Data Warehouse Service, such entity may report the Error to Numerica using the support email address, support telephone number, or electronic support system provided by Numerica. The report should contain a description of the Error encountered and, where possible, a description of how to repeat the condition that gave rise to the Error and other diagnostic information as available.

**b. Error Severity Levels.** Numerica shall assign each reported Error with a "Severity Level" for tracking and response purposes. Severity Levels are described on Attachment B-1. Notwithstanding anything to the contrary, planned downtime pursuant to Section 8 of this SOW 02 will not constitute an Error.

**c. Error Resolution.** Numerica shall work to resolve the Error according to Attachment B-2. Successful resolution of an Error, particularly of a Level 1 or Level 2 Error, may require the input and participation of the CISC and the Member Agencies.

**d. List of Errors.** On a monthly basis, Numerica shall provide to the CISC (i) a list of each Error reported during that month or reported in a prior month and still unresolved, (ii) the specific Data Warehouse Service to which the Error applied, (iii) the Severity Level of the Error, and (iv) the resolution status of the Error.

**10. Remedy for Excessive Errors.**

**a. First Six Months.** In six-month period beginning on the later of (i) the effectiveness of this SOW 02 and (ii) the acceptance of the Services under SOW 01 (pursuant to the Completion Checklist), if there are four or more Level 1 Errors in any 60 day period, then the CISC will be entitled to terminate this Agreement and, upon such termination, Numerica shall refund to the CISC and to each Member Agency all Project Fees paid under SOW 01 and SOW 02.

**b. Second Six Months.** In the six month period beginning at the end of the six month period set forth in Section 10.a, if there are four or more Level 1 Errors in any 60 day period, then the CISC will be entitled to terminate this Agreement and, upon such termination, Numerica shall refund to the CISC and to each Member Agency 50% of all Project Fees paid under SOW 01 and SOW 02.

**11. Lumen Entitlement.** A Member Agency who receives the Data Warehouse Service under this SOW 02 is entitled to a limited number of Subscription Licenses to the Lumen Client Software Service as specified in SOW 03.

**12. Term.** This SOW 02 shall become effective on January 1, 2017, and shall expire on December 31, 2017 (along with any renewal terms, the "Term"). The Term shall automatically renew an unlimited number of times, with each renewal period lasting for one additional year, unless the CISC provides written notification that the then-current Term shall not renew on or before December 1 of the then-current Term. Beginning on April 1, 2019, and annually thereafter, Numerica may provide written notice to the CISC that the then-current Term will not renew, provided that Numerica gives the written notice on or before April 1 of the then-current Term.

**13. Effect of Termination.**

**a. Recovery of Data.** Notwithstanding the termination of the API License, the CISC is entitled download and recover the Data in the Data Warehouse, including by using the API solely for this purpose. Numerica shall provide reasonable help and assistance to the CISC to accomplish this download. Alternatively or additionally, the CISC may require Numerica to provide the Data on one or more physical storage drives. The CISC shall pay to Numerica the actual and reasonable cost of such physical storage drives and reasonable compensation to Numerica, at Numerica's then standard hourly rate, for Numerica's services in transferring the Data from the Data Warehouse onto physical storage drives. After the CISC has recovered the

Data, Numerica shall delete the Data from the Data Warehouse and certify in writing to the CISC of the Data's deletion.

**b. Cross Termination.** If this SOW 02 is terminated, then SOW 01 and SOW 03 shall also terminate unless the Parties (or some subset of Parties) otherwise agree in writing.

**14. Project Fee.**

**a.** The Project Fee for the Services to be provided under this SOW 02, on a per-Term basis, shall be calculated by multiplying \$20 by the number of FTE certified peace officers employed by the Member Agencies. The method for determining the Project Fee may not be modified until the Term beginning on January 1, 2020. Beginning on January 1, 2020, the Project Fee may be modified in a manner agreed to by the Parties.

**b.** The CISC shall use reasonable efforts to annually determine the number of FTE certified peace officers employed by the Member Agencies and the CISC shall notify Numerica in writing of the same before December 1 prior to each Term.

**15. Payment Terms.**

**a.** Numerica shall submit two invoices for the Project Fee to the CISC in each Term. Each invoice shall be for one half of the annual Project Fee. Numerica may submit the first invoice after January 1 of each Term. Numerica may submit the second invoice after July 1 of each Term.

**b.** As discussed in Section 2.b of this Agreement, the CISC will pass this Project Fee on to the Member Agencies proportionally based on the number of FTE certified peace officers employed by each Member Agency. The CISC shall remit the fees collected from the Member Agencies toward each invoice within 45 days after the CISC's receipt a proper invoice.

[end]

**ATTACHMENT B-1**

**ERROR SEVERITY LEVEL**

<b>Severity Level</b>	<b>Name</b>	<b>Description</b>
Level 1	Critical	(i) For a period of at least 24 continuous hours, the Data Warehouse Service is completely down or there is a major malfunction resulting in an inoperative condition; or (ii) A majority of Member Agency's Systems on which Numerica software is installed crashes or otherwise ceases to function in a reliable manner, in a situation caused by software installed by or on behalf of Numerica.
Level 2	Major	The Data Warehouse Service is substantially impaired and a substantial number of users are unable to perform their normal functions for sustained periods. Examples include major feature failure, major product failure, inconvenient or unavailable workaround, the Data Warehouse Service being usable but severely limited, and any Error which could threaten the use of the Data Warehouse Service.
Level 3	Minor	Errors in the Data Warehouse Service to which there may be a workaround and which do not currently threaten the use of the Data Warehouse Service. Use of the Data Warehouse Service is impaired, but not critically so and users can generally fully use the Data Warehouse Service for its intended function.
Level 4	Trivial	Typographical errors, inappropriate error messages, and other miscellaneous problems which have minimal impact on the use of the Data Warehouse Service.

[end]

**ATTACHMENT B-2**

**ERROR RESOLUTION**

Severity Level	Name	Resolution	
		Temporary	Permanent
Level 1	Critical	Numerica shall work continuously, devote significant resources, and around the clock (if necessary) until a temporary resolution is implemented.  Target for temporary resolution: 24 hours from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error.  Target for permanent resolution: five days from temporary resolution
Level 2	Major	Numerica shall work diligently and devote significant resources until a temporary resolution is implemented, but Numerica usually will not work on an around-the-clock basis.  Target for temporary resolution: five days from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error.  Target for permanent resolution: 30 days from temporary resolution
Level 3	Minor	Numerica shall devote reasonable efforts to implement a temporary resolution. The temporary resolution may not be available until the next regularly-scheduled software update cycle.	The next regularly-scheduled software update cycle.
Level 4	Trivial	n/a	The next regularly-scheduled software update cycle.

[end]