

# The Lange Group

Software Systems Analysis & Telecommunications Consulting

HF

June 27, 2003

Mr. Lester M. Nakamura  
Administrator  
Information & Communication Services Division  
Department of Accounting & General Services  
1151 Punchbowl Street  
Honolulu, Hawaii 96813

Re: ICS-FY-99-052 Supplemental Agreement #6

Dear Mr. Nakamura,

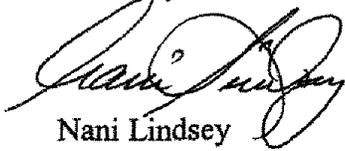
Please find enclosed the following regarding the above captioned contract executed in response to Part 1 of ICS-FY-99-052 Services to Develop and Implement a Replacement Land Court and Regular Automated Tracking System for the State of Hawaii.

1. Original and one copy – signed and sealed, including all other applicable sections
2. Certification of Corporate Resolution – signed and sealed, confirming that the representative is authorized to sign the contract

Upon completion, kindly return a fully executed copy of the Supplemental Agreement #6 to us for our files.

Should there be any questions, please feel free to call the undersigned at 545-1822.

Sincerely,



Nani Lindsey  
Manager

enclosures

RECEIVED  
JUL 1 2003  
HONOLULU  
DEPARTMENT OF ACCOUNTING & GENERAL SERVICES

100293

# The Lange Group

Software Systems Analysis & Telecommunications Consulting

December 17, 2002

Mr. Lester M. Nakamura  
Administrator  
Information & Communication Services Division  
Department of Accounting & General Services  
1151 Punchbowl Street  
Honolulu, Hawaii 96813

ICS DIVISION  
DARS

RECEIVED  
DEC 18 3 29 PM '02

Re: ICS-FY-99-052 Supplemental Agreement #5

Dear Mr. Nakamura,

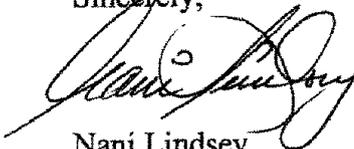
Please find enclosed the following regarding the above captioned contract executed in response to Part 1 of ICS-FY-99-052 Services to Develop and Implement a Replacement Land Court and Regular Automated Tracking System for the State of Hawaii.

1. Original and one copy – signed and sealed, including all other applicable sections
2. Certification of Corporate Resolution – signed and sealed, confirming that the representative is authorized to sign the contract

Upon completion, kindly return a fully executed copy of the Supplemental Agreement #5 to us for our files.

Should there be any questions, please feel free to call the undersigned at 545-1822.

Sincerely,



Nani Lindsey  
Manager

enclosures

100294

# The Lange Group

Software Systems Analysis & Telecommunications Consulting

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May 29, 2002

Mr. Lester M. Nakamura  
Administrator  
Information & Communication Services Division  
Department of Accounting & General Services  
1151 Punchbowl Street  
Honolulu, Hawaii 96813

Re: ICS-FY-99-052 Supplemental Agreement #4

Dear Mr. Nakamura,

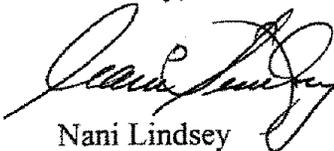
Please find enclosed the following regarding the above captioned contract executed in response to Part 1 of ICS-FY-99-052 Services to Develop and Implement a Replacement Land Court and Regular Automated Tracking System for the State of Hawaii.

1. Original and one copy – signed and sealed, including all other applicable sections
2. Two Certification of Corporate Resolution – signed and sealed, confirming that the representative is authorized to sign the contract

Upon completion, kindly return a fully executed copy of the Supplemental Agreement #4 to us for our files.

Should there be any questions, please feel free to call the undersigned at 545-1822.

Sincerely,



Nani Lindsey  
Manager

enclosures

100295

STATE OF HAWAII — DEPARTMENT OF TAXATION  
**TAX CLEARANCE APPLICATION**  
PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION: (PLEASE PRINT CLEARLY)

Applicant Title Guaranty of Hawaii, Inc.  
Address 235 Queen Street  
City/State/  
Zip Code Honolulu, Hawaii 96813  
DBA/  
Trade Name \_\_\_\_\_

2. TAX IDENTIFICATION NUMBER(S):

HAWAII GENERAL EXCISE ID # 1 0 0 0 5 6 6 3  
FEDERAL EMPLOYER ID # 9 9 - 0 1 0 5 0 3 1  
SOCIAL SECURITY # \_\_\_\_\_

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> CORPORATION               | <input checked="" type="checkbox"/> S CORPORATION      | <input type="checkbox"/> TAX EXEMPT ORGANIZATION               |
| <input type="checkbox"/> INDIVIDUAL                | <input type="checkbox"/> PARTNERSHIP                   | <input type="checkbox"/> ESTATE <input type="checkbox"/> TRUST |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> LIMITED LIABILITY PARTNERSHIP |  |

4. THE TAX CLEARANCE IS REQUIRED FOR:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII * | <input type="checkbox"/> LIQUOR LICENSE *   |
| <input type="checkbox"/> REAL ESTATE LICENSE   | <input type="checkbox"/> CONTRACTOR LICENSE |
| <input type="checkbox"/> FINANCIAL CLOSING   | <input type="checkbox"/> BULK SALES         |
| <input type="checkbox"/> HAWAII STATE RESIDENCY  | <input type="checkbox"/> PROGRESS PAYMENT   |
| <input type="checkbox"/> SUBCONTRACT   | <input type="checkbox"/> FEDERAL CONTRACT   |
|  | <input type="checkbox"/> PERSONAL           |
|  | <input type="checkbox"/> LOAN               |
|  | <input type="checkbox"/> OTHER _____        |

\* IRS APPROVAL STAMP IS FOR PURPOSES INDICATED BY ASTERISK.

5. NO. OF CERTIFIED COPIES REQUESTED:

2

6. SIGNATURE:

Lois C. Kawano  
PRINT NAME  
[Signature]  
SIGNATURE

Chief Financial Officer / Asst. Treasurer  
PRINT SPECIFIC TITLE: Corporate Officer, General Partner, Individual (Sole Proprietor)  
1/31/00 (808) 539-7762 (808) 532-3141  
DATE TELEPHONE FAX

FOR OFFICE USE ONLY
BUSINESS START DATE IN HAWAII IF APPLICABLE <u>10/04/60</u>
HAWAII RETURNS FILED IF APPLICABLE 19____ 19____ 19____
STATE APPROVAL STAMP State of Hawaii APPROVED <u>[Signature]</u> JAN 31 2000 per <u>[Signature]</u> Department of Taxation
IRS APPROVAL STAMP INTERNAL REVENUE SERVICE APPROVED <u>99-00379</u> JAN 31 2000 per <u>[Signature]</u> Pacific-Northwest District
CERTIFIED COPY STAMP

POWER OF ATTORNEY. If submitted by someone other than a Corporate Officer, General Partner, or Individual (Sole Proprietor), a power of attorney (State of Hawaii Department of Taxation Form N848) must be submitted with this application. If a Tax Clearance is required from the Internal Revenue Service, IRS Form 8821, or IRS Form 2848 is also required. Applications submitted without proper authorization will be sent to the address of record with the taxing authority. UNSIGNED APPLICATIONS WILL NOT BE PROCESSED.

PLEASE TYPE OR PRINT CLEARLY — THE FRONT PAGE OF THIS APPLICATION BECOMES THE CERTIFICATE UPON APPROVAL.

SEE PAGE 2 ON REVERSE & INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.

STATE OF HAWAII — DEPARTMENT OF TAXATION  
**TAX CLEARANCE APPLICATION**  
PLEASE TYPE OR PRINT CLEARLY

1. APPLICANT INFORMATION: (PLEASE PRINT CLEARLY)

Applicant Title Guaranty of Hawaii, Inc.  
Address 235 Queen Street  
City/State/  
Zip Code Honolulu, Hawaii 96813  
DBA/  
Trade Name \_\_\_\_\_

2. TAX IDENTIFICATION NUMBER(S):

HAWAII GENERAL EXCISE ID # 1 0 0 0 5 6 4 3  
FEDERAL EMPLOYER ID # 9 9 . 0 1 0 5 0 3 1  
SOCIAL SECURITY # \_\_\_\_\_

3. APPLICANT IS A/AN: (CHECK ONLY ONE BOX)

- CORPORATION
- S CORPORATION
- TAX EXEMPT ORGANIZATION
- INDIVIDUAL
- PARTNERSHIP
- ESTATE
- TRUST
- LIMITED LIABILITY COMPANY
- LIMITED LIABILITY PARTNERSHIP

4. THE TAX CLEARANCE IS REQUIRED FOR:

- CITY, COUNTY, OR STATE GOVERNMENT CONTRACT IN HAWAII \*
- LIQUOR LICENSE \*
- REAL ESTATE LICENSE
- CONTRACTOR LI
- BULK SALES
- FINANCIAL CLOSING
- PROGRESS
- PERSONAL
- HAWAII STATE RESIDENCY
- FEDERAL CA
- LOAN
- SUBCONTRACT
- OTHER \_\_\_\_\_

\* IRS APPROVAL STAMP IS FOR PURPOSES INDICATED BY ASTERISK.

5. NO. OF CERTIFIED COPIES REQUESTED:

2

6. SIGNATURE:

Lois C. Kawano  
PRINT NAME  
[Signature]  
SIGNATURE

Chief Financial Officer / Asst. Treasurer  
PRINT SPECIFIC TITLE: Corporate Officer, General Partner, Individual (Sole Proprietor)  
1/31/00 (808) 539-7762 (808) 532-3141  
DATE TELEPHONE FAX

FOR OFFICE USE ONLY	
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CERTIFIED COPY STAMP	

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SEE PAGE 2 ON REVERSE & INSTRUCTIONS. Failure to provide required information on page 2 of this application or as required in the separate instructions to this application will result in a denial of the Tax Clearance request.



11363 San Jose Blvd, Suite 301  
Jacksonville, FL 32223

Teleph  
FAX

1/6/00 sent to AG for review  
1/16/00 Wayne submitted new Sublicense agreement. Basically the same - will wait for Diane's comments

**AUTHORIZED SUBLICENSE AGREEMENT**

2/11/00 per Wayne, Pat Ohara reviewed - she made a few comments. Wayne will address her comments.

VAR NAME AND ADDRESS	CUSTOMER NAME

Effective this \_\_\_\_\_ day of \_\_\_\_\_ (the "Sublicense Date"), VAR has agreed, subject to the following terms and conditions, to sublicense to Customer certain computer software products licensed to VAR by APPX Software, Inc., a Virginia corporation ("APPX"). For purposes of this Sublicense, the term "Authorized Software" includes certain computer software plus related documentation furnished by APPX, including but not limited to user manuals, technical manuals, system manuals, and keyboard function strips AS FOLLOWS:

PRODUCT CODE	SOFTWARE PRODUCT	RELEASE NUMBER	MAX USERS

THIS SUBLICENSE SHALL NOT BECOME EFFECTIVE UNLESS, WITHIN THIRTY (30) DAYS OF THE SUBLICENSE DATE, VAR HAS SUBMITTED THIS SUBLICENSE AGREEMENT TO APPX FOR ITS ACCEPTANCE TOGETHER WITH A COMPLETED SUBLICENSE REPORT AND THE REQUIRED SUBLICENSE FEE. FAILURE BY APPX TO REJECT WITHIN TEN (10) DAYS A SUBLICENSE THAT WAS TIMELY AND PROPERLY SUBMITTED SHALL BE DEEMED ACCEPTANCE.

**Check One**

ACCEPTED: \_\_\_\_\_  
REJECTED: \_\_\_\_\_

APPX:  
BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
PRINT TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

For purposes of this Sublicense, the term "Specified CPU" means the following computer hardware:			
Manufacturer	_____	Model:	_____
CPU Location	_____	CPU Serial #	_____
Registration #	_____	Network ID:	_____

1. **REGISTRATION.** VAR is obligated to install a permanent registration for Customer. Installation of the registration information is required in order to enable operation of the Authorized Software. Thereafter, each time the Authorized Software is operated, the screen will display the registered Customer's name. If Customer's name does not appear as the registered Customer, Customer should immediately notify VAR and APPX. If Customer has not received a permanent registration within 60 days of installation, Customer should immediately notify APPX.

CUSTOMER UNDERSTANDS THAT WHEN APPX HAS RECEIVED PAYMENT FROM VAR FOR CUSTOMER'S SUBLICENSE, ONLY THEN IS CUSTOMER ENTITLED TO A PERMANENT REGISTRATION ENABLING THE LICENSED SOFTWARE AND SHOWING CUSTOMER'S NAME ON THE SCREEN. (Initials) \_\_\_\_\_

2. **OWNERSHIP OF AUTHORIZED SOFTWARE.** CUSTOMER DOES NOT OWN THE AUTHORIZED SOFTWARE, AND NOTHING IN THIS SUBLICENSE TRANSFERS TO CUSTOMER TITLE TO ANY PORTION OF THE AUTHORIZED SOFTWARE. LICENSORS OWN ALL COPYRIGHTS AND TRADE SECRETS COMPRISING THE AUTHORIZED SOFTWARE. CUSTOMER MAY COPY, MODIFY, DISTRIBUTE, OR OTHERWISE USE THE AUTHORIZED SOFTWARE ONLY AS EXPRESSLY AUTHORIZED BY THIS SUBLICENSE AND ONLY WHILE THIS SUBLICENSE IS IN EFFECT. ANY COPYING, REPRODUCTION, MODIFICATION OR OTHER USE OF THE AUTHORIZED SOFTWARE NOT AUTHORIZED BY THIS SUBLICENSE CONSTITUTES A BREACH OF THIS SUBLICENSE AND UNLAWFUL INFRINGEMENT OF LICENSORS' PROPRIETARY RIGHTS. CUSTOMER MUST SURRENDER ALL COPIES OF THE AUTHORIZED SOFTWARE WHEN THIS SUBLICENSE CEASES TO BE IN EFFECT.
  - a) **Trade Secrets.** The Authorized Software remains the valuable trade secret property of APPX or its Licensor. Aspects of the Authorized Software that are trade secrets include without limitation, the series of instructions or statements which comprise the computer programs, the systems design, modular program structure, system logic flow, file content, video and report formats, coding technique and routines, file handling and special search techniques, implementation of function keys, video screen and data entry handling, and report generation. Customer shall not disclose or transfer any copy of any portion of any Authorized Software to any person, except as specifically permitted in this agreement. Customer shall not copy, disclose, or transfer the design of nor the trade secrets embodied in any portion of Authorized Software. Customer shall not transfer or disclose any portion of Authorized Software to any person if Customer has reason to believe that such person may attempt to learn, use or disclose the trade secrets embodied in the Authorized Software. The foregoing shall not restrict the rights of Customer if and only to the extent that the European Community's Software Directive as implemented and applicable from time to time provides that the authorization of APPX is not required to reproduce the Authorized Software or translate their form under certain limited conditions and for certain limited purposes. Nothing in the agreement shall expand such rights of reproduction or translation beyond those rights that can be exercised without APPX's permission strictly in accordance with the laws governing this Agreement.
  - b) **Copyright.** Each Software Product, regardless of whether it bears notice of copyright, is a copyrighted work owned by APPX or its licensor and is subject to the copyright laws of the United States and of those countries that have ratified the Universal Copyright Convention or the Berne Convention.
3. **LICENSE: USE OF AUTHORIZED SOFTWARE; SPECIFIED CPU(S).** Subject to the terms and conditions of this Sublicense, Customer is granted a non-exclusive and non-transferable sublicense to use the Authorized Software only by the Maximum Number of Simultaneous Users on the Specified CPU, or temporary substitute CPU, and only for preparation of data and reports for Customer, provided that the processing is done by Customer's personnel on Customer's computers or temporary substitute computers. The Authorized Software may not be used by third parties, nor may Customer use the Authorized Software to process data for third parties.
  - a) **Copies and disclosures.** Customer may copy Authorized Software for use as backup copies, at its own expense; provided that Customer (i) includes in and on each partial or complete copy all notices of copyright and proprietary rights appearing in and on the Authorized Software; (ii) makes only that number of copies reasonably required; (iii) establishes a procedure for accounting for each copy at all times; and (iv) destroys or returns to VAR each such copy when it is no longer required. Customer shall ensure that Customer and its employees do not make unauthorized copies, disclosures or transfers of the Authorized Software and to prevent any person from possessing, using, or copying any portion of the Authorized Software except as expressly authorized by this Sublicense. Customer shall periodically inform its employees of Customer's obligations regarding the Authorized Software. Customer agrees to the necessity for and reasonableness of APPX security measures and further agrees not to circumvent any security measures used or instituted by APPX to protect its proprietary rights in the Authorized Software. Customer shall not decode, disassemble, decompile, or in any manner reverse engineer the Authorized software, under any circumstances whatever.
  - b) **Access restrictions.** Customer shall keep the Authorized Software in a secure place, under access and use restrictions acceptable to APPX and in no event any less strict than those applied to Customer's most valuable computer programs or other proprietary information.
  - c) **Notification of Unauthorized Possession or Use.** Customer shall notify VAR and APPX immediately of any unauthorized possession, use, or copying, by any person, of any portion of the Authorized Software. In each case in which such unauthorized activity is related to the activities of Customer, Customer shall take all reasonable steps to terminate such unauthorized activity and to retrieve any unauthorized copies of the Authorized Software. In any legal proceeding initiated by Customer pursuant to this paragraph, APPX may assume the prosecution of such proceeding if APPX, in its sole discretion, deems that its interests so require. Customer will cooperate with APPX in any proceeding prosecuted by APPX in protection of APPX's interests under this Section.

100299

4. **MODIFICATION.** Customer may modify the Authorized Software for its own internal use only, but may not, even for its own use, modify the Authorized Software or any portion thereof supplied to Customer in object code or in scrambled form. Every modified version of the Authorized Software shall continue to be subject to all of the provisions of this Sublicense. Upon termination of this Sublicense, Customer shall completely remove all portions of the Authorized Software from every modified version of the Authorized Software. Customer acknowledges and accepts that its modifications may have little or no utility without the Authorized Software. In no event shall any modification, correction, enhancement, or any other alteration of the Authorized Software reduce or diminish in any way APPX's title to the Authorized Software or APPX's proprietary, trade secret, or copyright rights.
5. **CORRECTIONS, ENHANCEMENTS AND NEW VERSIONS.** From time to time, corrections and minor enhancements to the Authorized Software may be provided. Corrections and minor enhancements will be provided free of charge during the Warranty Period, but Customer will bear the cost of installing them, of the media used to transmit them, of new documentation, and of any software conversion work required. From time to time, enhancements of Authorized Software may become available as new versions. Additional license fees may be imposed for new versions, and additional or different license terms may be required for enhancements and new versions. APPX will determine whether an enhancement shall be considered a new version and whether additional fees will be charged, which determination shall be final and completely binding on Customer. New versions may not be compatible with the prior versions. All corrections, enhancements, and new versions will be supplied to Customer through VAR.

THE PROVISION TO CUSTOMER OF ANY SOFTWARE PRODUCT NOT LISTED IN THE SCHEDULE AT THE BEGINNING OF THIS SUBLICENSE (WHETHER BY REASON OF INADVERTENCE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO ANY CORRECTION, ENHANCEMENT OR NEW VERSION, SHALL NOT CONSTITUTE A WAIVER OR ABANDONMENT OF APPX'S COPYRIGHTS, TRADE SECRETS OR OTHER PROPRIETARY RIGHTS THEREIN, AND SHALL NOT AUTHORIZE OR CONSTITUTE ACQUIESCENCE TO CUSTOMER'S ONGOING ACCESS TO OR USE OF ANY SUCH PRODUCT.

6. **ESCROW OF SOURCE CODE.** The source code for Authorized Software has been deposited with a qualified third party subject to an escrow agreement for the benefit of end users. A copy of the escrow agreement and the identity and location of the escrow agent will be available from VAR upon Customer request and for purposes expressly authorized by this Sublicense.
7. **REPRESENTATION AS TO TITLE.** APPX represents that it has no reason to believe that the Authorized Software infringes upon any copyright or violates the trade secret rights of any third party. In the event of a claim that any Authorized Software product infringes upon or violates copyright or trade secret rights, APPX may, at its sole option, either defend or settle such claim, or terminate this Sublicense and refund an equitable portion of the Sublicense Fee paid for Customer's use of the Authorized Software. APPX shall be subject to the foregoing obligations only if:
- a) Customer notifies APPX promptly in writing of any suit or claim, whether in the form of a lawsuit or otherwise, against Customer;
  - b) Customer permits APPX to defend, compromise, or settle such claim and gives APPX all available information, assistance, and authority to enable APPX to do so; and
  - c) Customer is not in default under this Sublicense.

APPX shall not be responsible for any compromise or settlement made without its consent. This warranty shall not apply to any infringement arising out of use of the Authorized Software in any manner not authorized by this Sublicense or in combination with other software or articles where such infringement would not have occurred but for the use of the Authorized Software in combination with such other software or articles.

8. **PERFORMANCE WARRANTY.** Customer acknowledges that the Authorized Software is of such complexity that it may have inherent defects. APPX stands ready to correct defects that are uncovered during operation of the Authorized Software, as set forth in the following limited warranty. For a period of ninety (90) days from the Installation Date (the "Warranty Period"), APPX warrants that each Authorized Software product will perform substantially in the manner specified in its system specifications provided by APPX only if:
- a) the Authorized Software is used solely on the specified CPU and in conjunction with the computer equipment, operating system, and other system software specified in the product documentation provided by APPX;
  - b) all fees and other charges due from Customer to VAR have been paid in full;
  - c) Customer advises VAR in writing of any and all claims and nonconformities;
  - d) Customer has installed all corrections and enhancements for the Authorized Software product; and
  - e) APPX is able to reproduce any claimed nonconformity in the Authorized Software.

APPX does not warrant modifications of Authorized Software made or added by parties other than APPX, including VAR. Correct operation of the Authorized Software with all such modifications removed shall constitute proof that the Authorized Software operates in conformity with APPX's warranty. All obligations to Customer under APPX's warranty are owed by VAR, not APPX.

100300

9. **LIMITATION OF LIABILITY UNDER PERFORMANCE WARRANTY.** APPX's sole obligation under this warranty shall be to provide VAR, for forwarding to Customer, corrections (whether in the form of a new release or otherwise) to the Authorized Software via written or magnetic media or Internet, so that the Authorized Software will perform as warranted, or, at APPX's option, to refund the Sublicense Fee paid to APPX by VAR for Customer's use of the defective Authorized Software. Warranty coverage does not include the cost of restoring any destroyed or defective data, media used to transmit corrections, copies of documentation incorporating corrections, installation of corrections, or software conversion work made necessary by corrections.
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  - b) Any implied warranty arising from course of performance, course of dealing, or usage of trade; and
  - c) Any obligation, liability, right, claim, or remedy, whether in tort, contract, or otherwise, and whether for incidental, indirect, special, or consequential damages (including, but not limited to, loss of use, revenue, profit, or data).
11. **RELATIONSHIP OF VAR.** Customer acknowledges that VAR is the re-licensor of APPX Software, Inc. and that VAR is not the agent of APPX Software, Inc. APPX Software, Inc. is not in privity with Customer, and Customer's purchase is directly from VAR who is responsible for providing the product, support, and other contractual fulfillment.
12. **TERMINATION.** This Sublicense may be terminated by APPX or VAR for breach. In the event of termination, the sublicense rights granted to Customer shall immediately terminate, and Customer shall immediately return all existing copies of the Authorized Software to VAR (or such substitute Person as APPX may designate) and certify in writing that all copies or partial copies of the Authorized Software have been returned or destroyed. The obligations and remedies of the parties regarding confidentiality of Authorized Software shall survive termination of this Sublicense.
13. **ASSIGNMENT.** Customer may not assign, sell, mortgage, pledge, or in any manner transfer any or all of its interest in this Sublicense or in the Authorized Software Product, without APPX's prior written consent. This Sublicense shall automatically and immediately terminate in the event that this Sublicense or any interests hereunder are assigned or in any manner transferred to any third party, whether voluntarily or by operation of law, without APPX's prior written consent.
14. **CHOICE OF LAW AND FORUM; ATTORNEYS' FEES; WAIVER OF JURY TRIAL.** This Agreement shall be governed by, and construed in accordance with the substantive laws of the State of Florida. Any dispute arising under this Agreement which cannot be resolved by private agreement shall, at the option of APPX, be submitted to the Fourth Judicial Circuit of Duval County, Florida, and the parties consent and submit to the personal jurisdiction of such court. The United Nations Convention on the International Sale of Goods and the United Nations Convention on the Formation of Contracts for the translation of this Agreement may be made for convenience, but the English language version shall govern in the event of any conflict. The prevailing party in any litigation, arbitration, or other proceedings arising out of this Sublicense shall be reimbursed for all reasonable costs and expenses incurred in such proceedings, including reasonable actual attorneys' fees. APPX, VAR, AND CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS SUBLICENSE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (ORAL OR WRITTEN), OR ACTIONS OR OMISSIONS OF APPX, VAR, OR CUSTOMER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR APPX AND VAR ENTERING INTO THIS AGREEMENT.
15. **EQUITABLE RELIEF.** If Customer attempts to use, copy, disclose, or transfer any portion of the Authorized Software or any modification thereof in a manner contrary to the terms of this Sublicense or in derogation of APPX's rights, whether those rights are explicitly stated, determined by law, or otherwise, APPX shall have the right, in addition to any other legal remedies available, to injunctive relief enjoining such acts, it being acknowledged that other remedies are inadequate.
16. **ENTIRE AGREEMENT.** This Sublicense constitutes the entire agreement between the parties relating to the Authorized Software.
17. **SEVERABILITY.** If any term, covenant, condition, or provision, or portion thereof, of this Sublicense is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Sublicense shall be in full force and effect and shall in no way be affected, impaired or invalidated.
18. **NONWAIVER.** Waiver by one party of any breach of any provision of this Sublicense shall not operate or be construed as a waiver by that party of any subsequent breach.

100301

19. **EFFECT OF HEADINGS; CASES AND GENDER.** The headings used in this Agreement are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provisions of this Agreement. For all purposes of this Agreement, any reference to the singular shall include the plural and any reference to one gender shall include the other.

20. **SIGNATORY AUTHORITY.** Each individual who executes this Agreement on behalf of a party hereto hereby certifies that he has been duly authorized to execute this Sublicense by and on behalf of such party.

IN WITNESS WHEREOF, Customer and VAR have executed this Sublicense on the dates indicated below.

**VAR:**

**CUSTOMER:**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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

100302

**APPX SOFTWARE, INC.  
AUTHORIZED SUBLICICENSE**

VAR: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

CUSTOMER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

Effective this \_\_\_\_ day of \_\_\_\_\_, 19\_\_ (the "Sublicense Date"), VAR has agreed, subject to the following terms and conditions, to sublicense to Customer certain computer software products licensed to VAR by APPX Software, Inc., a Virginia corporation ("APPX"). For purposes of this Sublicense, the term "Authorized Software" includes certain computer software installed on \_\_\_\_\_, 19\_\_ (the "Installation Date"), plus related documentation furnished by APPX, including but not limited to user manuals, technical manuals, system manuals, and keyboard function strips AS FOLLOWS:

<u>PRODUCT CODE</u>	<u>SOFTWARE PRODUCT</u>	<u>RELEASE NO.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

THIS SUBLICENSE SHALL NOT BECOME EFFECTIVE UNLESS, WITHIN THIRTY (30) DAYS OF THE INSTALLATION DATE, VAR HAS SUBMITTED THIS SUBLICENSE TO APPX FOR ITS ACCEPTANCE TOGETHER WITH A COMPLETED SUBLICENSE REPORT AND THE REQUIRED SUBLICENSE FEE. FAILURE BY APPX TO REJECT WITHIN TEN (10) DAYS A SUBLICENSE THAT WAS TIMELY AND PROPERLY SUBMITTED SHALL BE DEEMED ACCEPTANCE.

(Check One):  
 ACCEPTED       REJECTED

APPX  
 BY: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 PRINT TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

For purposes of this Sublicense, the term "Specified CPU" means the following computer hardware:

Manufacturer \_\_\_\_\_ Model \_\_\_\_\_  
 CPU Location \_\_\_\_\_  
 Site # (1,2,3) \_\_\_\_\_ CPU Serial No. \_\_\_\_\_ Network I.D. \_\_\_\_\_ Previous Registration # \_\_\_\_\_

1. **Registration.** VAR is obligated to install permanent registrations for Customers. Thereafter, each time the Authorized Software is operated, the screen will display he registered Customer's name. If Customer's name does not appear as the registered Customer, Customer should immediately notify VAR and APPX. If Customer has not received a permanent registration within 60 days of installation, Customer should immediately notify APPX.

CUSTOMER UNDERSTANDS THAT WHEN APPX HAS RECEIVED PAYMENT FROM VAR FOR CUSTOMER'S SUBLICENSE, THEN CUSTOMER IS ENTITLED TO A PERMANENT REGISTRATION SHOWING CUSTOMER'S NAME ON THE SCREEN. (Initials) \_\_\_\_\_

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b. **Access Restrictions.** Customer shall keep the Authorized Software in a secure place, under access and use restrictions acceptable to APPX and in no event less strict than those applied to Customer's most valuable computer programs or other proprietary information.

c. **Notification of Unauthorized Possession or Use.** Customer shall notify VAR and APPX immediately of any unauthorized possession, use, or copying, by any person, of any portion of the Authorized Software. In each case in which such unauthorized activity is related to the activities of Customer, Customer shall take all reasonable steps to terminate such unauthorized activity and to retrieve any unauthorized copies of the Authorized Software. In any legal proceeding initiated by Customer pursuant to this paragraph, APPX may assume the prosecution of such proceeding if APPX, in its sole discretion, deems that its interests so require. Customer will cooperate with APPX in any proceeding prosecuted by APPX in protection of APPX's interests under this Section.

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- Customer permits APPX to defend, compromise, or settle such claim and gives APPX all available information, assistance, and authority to enable APPX to do so; and
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- all fees and other charges due from Customer to VAR have been paid in full;
- Customer advises VAR in writing of any and all claims and nonconformities;
- Customer has installed all corrections and enhancements for the Authorized Software product; and
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12. **Assignment.** Customer may not assign, sell, mortgage, pledge, or in any manner transfer any or all of its interest in this Sublicense or in the Authorized Software Product, without APPX's prior written consent. This Sublicense shall automatically and immediately terminate in the event that this Sublicense or any interests hereunder are assigned or in any manner transferred to any third party, whether voluntarily or by operation of law, without APPX's prior written consent.

13. **Choice of Law and Forum; Arbitration; Waiver of Jury Trial.** This Sublicense shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia (excluding choice-of-law rules). Any dispute arising under this Sublicense which cannot be resolved by agreement shall, whenever diversity or subject matter jurisdiction exists, be submitted to the United States District Court for the Eastern District of Virginia, Richmond Division, and the parties consent and submit to the personal jurisdiction of such court. The prevailing party in any litigation, arbitration, or other proceedings arising out of this Sublicense shall be reimbursed for all reasonable costs and expenses incurred in such proceedings, including reasonable attorneys' fees. APPX, VAR, AND CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS SUBLICENSER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (ORAL OR WRITTEN), OR ACTIONS OR OMISSIONS OF APPX, VAR, OR CUSTOMER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR APPX AND VAR ENTERING INTO THIS AGREEMENT.

14. **Equitable Relief.** If Customer attempts to use, copy, disclose, or transfer any portion of the Authorized Software or any modification thereof in a manner contrary to the terms of this Sublicense or in derogation of APPX's rights, whether those rights are explicitly stated, determined by law, or otherwise, APPX shall have the right, in addition to any other legal remedies available, to injunctive relief enjoining such acts, it being acknowledged that other remedies are inadequate.

15. **Entire Agreement.** This Sublicense constitutes the entire agreement between the parties relating to the Authorized Software.

16. **Severability.** If any term, covenant, condition, or provision, or portion thereof, of this Sublicense is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Sublicense shall be in full force and effect and shall in no way be affected, impaired or invalidated.

17. **Nonwaiver.** Waiver by one party of any breach of any provision of this Sublicense shall not operate or be construed as a waiver by that party of any subsequent breach.

18. **Effect of Headings; Cases and Gender.** The headings used in this Agreement are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provisions of this Agreement. For all purposes of this Agreement, any reference to the singular shall include the plural and any reference to one gender shall include the other.

19. **Signatory Authority.** Each individual who executes this Agreement on behalf of a party hereto hereby certifies that he has been duly authorized to execute this Sublicense by and on behalf of such party.

I WITNESS WHEREOF, Customer and VAR have executed this Sublicense on the dates indicated below.

AR:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CUSTOMER:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

100304

ADDENDUM NO. 1 TO APPX SOFTWARE, INC.  
AUTHORIZED SUBLICENSE

This ADDENDUM NO. 1, made this 12<sup>th</sup>, day of July, 1994, by and between the State of Hawaii, hereinafter referred to as "Customer", acting by and through its Director of Finance, and THE LANGE GROUP, and APPX SOFTWARE INC., hereinafter referred to as "APPX".

1. Paragraph 2.a., third sentence is modified to read as follows: "Customer shall not disclose or transfer any copy of any portion of any authorized software to any person, except as specifically authorized by law."

2. Paragraph 3.c., third sentence is modified to read as follows: "In any legal proceeding initiated by Customer pursuant to this paragraph, APPX may assume the prosecution of such proceeding if APPX and Customer deems that its interest so require. Customer will cooperate with APPX in any proceeding prosecuted by APPX in protection of APPX's interest under this Section, at APPX's expense."

3. Paragraph 7., second bullet is modified to read as follows:

- o Customer permits APPX to defend, compromise, or settle such claim and gives APPX all available information, assistance, and authority to enable APPX to do so, at APPX's expense.

4. Paragraph 13., sentences 1, 2 and 3 are modified to read as follows: "This Sublicense shall be governed by, and construed in accordance with, the laws of the State of Hawaii (excluding choice-of-law rules). Any dispute arising under this Sublicense which cannot be resolved by agreement shall, whenever diversity of subject matter jurisdiction exists, be submitted to the United States District Court for the State of Hawaii, located in Honolulu, Hawaii. The prevailing party in any litigation, arbitration, or other proceedings arising out of this Sublicense shall be reimbursed for all reasonable costs and expenses incurred in such proceedings, excluding attorneys' fees."

5. No other terms and conditions of the APPX Software, Inc. Authorized Sublicense are amended or altered in any respect, and all terms, conditions and provisions of the APPX Software, Inc. Authorized Sublicense, unless specifically modified, altered or changed herein, shall remain in full force and effect.

APPX SOFTWARE, INC.

STATE OF HAWAII

By *Joann B. Jambor*  
Its DIRECTOR OF FINANCE & ADMINISTRATION

By *Brandon C. Kent*  
Its Deputy Director

THE LANGE GROUP

APPROVAL AS TO FORM:

By *Janis Ludwig*  
Its Manager

By *Kathleen C. Summers*  
Its Deputy Attorney General

1-8-00

Wayne -

Per your request -  
APPX Contract.

*[Handwritten Signature]*

CUSTOMER: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

agreed, subject to the following terms and conditions, to sublicense to Customer certain  
corporation ("APPX"). For purposes of this Sublicense, the term "Authorized Software"  
Date", plus related documentation furnished by APPX, including but not limited to user  
HOWS:

SOFTWARE PRODUCT	RELEASE NO.

THIRTY (30) DAYS OF THE INSTALLATION DATE, VAR HAS SUBMITTED THIS  
ATED SUBLICENSER REPORT AND THE REQUIRED SUBLICENSER FEE. FAILURE  
TIMELY AND PROPERLY SUBMITTED SHALL BE DEEMED ACCEPTANCE.

(Check One):

ACCEPTED  REJECTED

APPX  
BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
PRINT TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

For purposes of this Sublicense, the term "Specified CPU" means the following computer hardware:				
Manufacturer	Model			
CPU Location				
Site # (1,2,3,)	CPU Serial No.	Network I.D.	Previous Registration #	

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- ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, AND WHETHER FOR INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFIT, OR DATA).

11. **Termination.** This Sublicense may be terminated by APPX or VAR for breach. In the event of termination, the sublicense rights granted to Customer shall immediately terminate, and Customer shall immediately return all existing copies of the Authorized Software to VAR (or such substitute Person as APPX may designate) and certify in writing that all copies or partial copies of the Authorized Software have been returned or destroyed. The obligations and remedies of the parties regarding confidentiality of Authorized Software shall survive termination of this Sublicense.

12. **Assignment.** Customer may not assign, sell, mortgage, pledge, or in any manner transfer any or all of its interest in this Sublicense or in the Authorized Software Product, without APPX's prior written consent. This Sublicense shall automatically and immediately terminate in the event that this Sublicense or any interests hereunder are assigned or in any manner transferred to any third party, whether voluntarily or by operation of law, without APPX's prior written consent.

13. **Choice of Law and Forum; Attorneys' Fees; Waiver of Jury Trial.** This Sublicense shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia (excluding choice-of-law rules). Any dispute arising under this Sublicense which cannot be resolved by agreement shall, whenever diversity or subject matter jurisdiction exists, be submitted to the United States District Court for the Eastern District of Virginia, Richmond Division, and the parties consent and submit to the personal jurisdiction of such court. The prevailing party in any litigation, arbitration, or other proceedings arising out of this Sublicense shall be reimbursed for all reasonable costs and expenses incurred in such proceedings, including reasonable attorneys' fees. APPX, VAR, AND CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS SUBLICENSER OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (ORAL OR WRITTEN), OR ACTIONS OR OMISSIONS OF APPX, VAR, OR CUSTOMER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR APPX AND VAR ENTERING INTO THIS AGREEMENT.

14. **Equitable Relief.** If Customer attempts to use, copy, disclose, or transfer any portion of the Authorized Software or any modification thereof in a manner contrary to the terms of this Sublicense or in derogation of APPX's rights, whether those rights are explicitly stated, determined by law, or otherwise, APPX shall have the right, in addition to any other legal remedies available, to injunctive relief enjoining such acts, it being acknowledged that other remedies are inadequate.

15. **Entire Agreement.** This Sublicense constitutes the entire agreement between the parties relating to the Authorized Software.

16. **Severability.** If any term, covenant, condition, or provision, or portion thereof, of this Sublicense is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Sublicense shall be in full force and effect and shall in no way be affected, impaired or invalidated.

17. **Nonwaiver.** Waiver by one party of any breach of any provision of this Sublicense shall not operate or be construed as a waiver by that party of any subsequent breach.

18. **Effect of Headings; Cases and Gender.** The headings used in this Agreement are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provisions of this Agreement. For all purposes of this Agreement, any reference to the singular shall include the plural and any reference to one gender shall include the other.

19. **Signatory Authority.** Each individual who executes this Agreement on behalf of a party hereto hereby certifies that he has been duly authorized to execute this Sublicense by and on behalf of such party.

IN WITNESS WHEREOF, Customer and VAR have executed this Sublicense on the dates indicated below.

VAR:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CUSTOMER:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

From: Wayne T Sasaki on 01/18/2000 02:53 PM  
To: Karen M Higa/DAGS/StateHiUS@StateHiUS  
cc:

Subject: Re: APPX agreement 

Karen,

Okay  
Thanks  
wts

Karen M Higa

---

Karen M Higa

---

01/18/2000 12:56 PM

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To: Wayne T Sasaki/DAGS/StateHiUS@StateHiUS  
cc:

Subject: APPX agreement

Hi Wayne,

I compared the new APPX agreement to the old one, and they are basically the same. I think it's better to get AG's comments on the old one and apply it to the new agreement - I'd hate to confuse the issue and have the review take even longer.....

Thanks. Karen

100308

# Bureau of Conveyances

## Project Status Meeting

September 11, 2001

### Overview and Quarterly Accomplishments (June 1, 2001 – August 31, 2001)

Contract "A" was awarded on May 30, 2000, #46621 which covers Task 1-5 (and a subset of Task 3). Supplemental Agreement Number 1 to ICS-FY-99-52, Contract "B", was awarded on December 27, 2000, which covers a subset of Task 3 and Task 6, 7, 10, and Contract "C" was submitted on June 7, 2001, which covers a subset of Task 3 and Task 8, 9, 11. ~~Contract "C" is still pending final signatures.~~

The balance of the Task 1 PC's were procured which included the Cashier's PC's with Flat Panel displays to fit in the new counter space. During this period, orientation was started with Frank and Andy from DPO, who will now be taking Sam's critical place in the project. The Data Storage components (DASD & Optical Storage) was purchased and installed to prepare for the migration of the Backfile images from Task 12 Vendor, Title Guaranty. More testing and rotational training took place on the BCIS in the applications, K03 LCATS, K06 Receiving, and K08 Abstracting, where each test, resulted in changes to the application that were deemed of great time savings without losing the benefit of familiarity. As BOC users became more familiar with the new GUI features, they began to "think out of the box", resulting in many new suggestions to change the fundamental ways work is being done at the BOC. Because of this, more time is being spent up front in re-designing, and re-testing these new changes. Global efforts to synchronize all historic data from the three disparate systems (LCATS, Receiving and Unisys) on the new BCIS is being done. Although the Imaging import and scan tasks were delayed, pending clarifications and public meetings, it has resumed this month with all personnel working hard to keep on schedule.

- ❖ A Quarterly Status Report is being presented for review

### Activities for the Next Quarter (September 1 – November 30)

This next quarter will be at a much faster pace with different aspects of the project coming together and final cut-over from the Wang to the BCIS planned before the end of the year. Document imaging and backfile migration will be underway this quarter and will entail a new bar-coded, smaller labels look. All systems will be tightly integrated with the goal of utilizing a "one-time-entry" scheme and enhanced system design to provide a higher degree of data integrity. A VPN will be established for secure Title Company access. The VPN is a replacement of the existing Hawaii FYI modem pool, which provides a level of modernization over and above the original design. An ftp server, running Linux will be explored as suggested by the Title Plant & Board of Realtors for downloading General Indexes and Images. The Neighbor Island sites will communicate with the BCIS utilizing the Statewide NGN vs DLNR's more costly T1 as originally planned. The network will be redesigned to allow for a DMZ, and will be well positioned for secure Internet access.

### Follow-up Items

~~Finalization of Contract "C"~~ and start of the maintenance contracts (known as column "D") with vendors following the warranty period. Review additional hardware items purchased under Attachment H for reallocation of Task funds. Insure that Neighbor Island sites are ready for business.

### Topics of Interest

Talks continue with State Parks regarding sharing of the BCIS resources. The BOC lost Mason Young, a talented visionary who will be known as haven gotten the funds to make the BCIS a reality. ICSD switched the SP-BOC1 node over to new UPS on Labor Day weekend. A major document number new scheme is being explored for greater flexibility and handling of advance bulk recordings.

The Lange Group

100309

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State of Hawaii  
Department of Land & Natural Resources

**Bureau of Conveyance**  
ICS-FY-99-52

**Quarterly Status Report**

**06/01/2001 – 08/31/2001**

September 11, 2001

The Lange Group  
1100 Ward Avenue, Suite 1050  
Honolulu, Hawaii

100310

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## ***Activity for this Quarterly Period (June 1, 2001 – August 31, 2001)***

The following project tasks are in progress or have been completed during this reporting period:

### **Task 1: Implement a Basic BOC Network**

- Procured the balance of the PC Workstations & installation
- Conducted initiation meetings with new DPO assigned staff Frank & Andy
- Conducted network reviews & planning for additional hardware
- Upgraded Win2000 Server software drivers to accommodate TG's DLT tape formats
- Revised Network Design Document

### **Task 2: BCIS Requirements Verification**

- Conducted various meetings with BOC – Receiving, Review, Abstracting

### **Task 3: Replacement of R/S and L/C**

- Procured & installed the balance of the data storage components – Optical Library & Disks
- Continued the Migration Prototype Test (Wang Replacement) of (K03) LCATS & (K06) Receiving
- Conducted various integration specification meetings regarding K06, K08, K03 applications
- Conducted Workflow reviews & statistics to validate Integration specifications
- Attended meetings w/BOR, DataTrace & ICSD re GI Daily Tape from UNISYS
- Conducted various hardware installation & Network Planning meetings – VPN (HI FYI repl)
- Designed and Development of R/S and GI Index programs
- Revised System Requirements Specifications Document

### **Task 4: Imaging on BOC**

- Continued the Testing of the new (K08) Abstracting Application
- Conducted Workflow reviews & statistics to validate new design
- Revised System Requirements Specifications Document

### **Task 5: Image Integration on BCIS**

- Conducted various requirements and technical detail design meetings
- Designed and began development of K03, K06, K08 image integration programs

### **Task 6: Remote Access to Text Data**

- Conducted various requirements and technical detail design meetings
- Conducted various configuration & network planning meetings – NGN to NI

### **Task 7, 7b: Remote Access to Images & Backfile Migration**

- Conducted various requirements meetings and developed plan for Backfile image migration
- Tested TG Tape Transfers to Win2000 Server and posting to BCIS
- Design and Development of Backfile Import Programs using Kofax

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**Task 10: Data Remediation**

- Conducted various meetings regarding logistics / data paths / connectivity and developed plan to standardize historical data
- Researched ftp services w/ICSD and designed file layouts for Main Frame transfers
- Conducted various meetings to re-vamp and standardize Class Codes & Firm Names across LCATS & General Indexes

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## ***Deliverables and Milestones***

### **Task 1: Implement a Basic BOC Network**

- Delivery & Installation of Attachment H Components
- Revised Network Design Document

### **Task 2: BCIS Requirements Verification**

- None

### **Task 3: Replacement of R/S and L/C**

- Delivery & Installation of Attachment H Components
- Revised Title Company Remote Access via Internet Connection Diagram
- Delivery of Content Manager & TSM Installation Guide
- Delivery of DB2 Universal Database (UDB) Enterprise Edition (EE) System Review Document

### **Task 4: Imaging on BOC**

- None

### **Task 5: Image Integration on BCIS**

- None

### **Task 6: Remote Access to Text Data**

- Revised BOC Neighbor Island Connections Diagram

### **Task 7, 7b: Remote Access to Images & Backfile Migration**

- Revised Image Data Field Requirements & Media Transfer Specification

### **Task 10: Data Remediation**

- Requirements Documentation (Doc Class Codes, Firm Names)

## ***Change Authorizations***

There are no change authorizations at this time.

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## ***Planned Activities for the Next Quarter (September 1, 2001 – November 30, 2001)***

### **Task 1: Implement a Basic BOC Network**

- Procure the balance of the hardware, install and configure
- Revise Network Design Document

### **Task 2: BCIS Requirements Verification**

- Complete the Requirements Documentation

### **Task 3: Replacement of R/S and L/C**

- Configure balance of the BCIS data storage components
- Perform Parallel Test of the prototype BCIS to validate Workflow assumptions
- Procure, install and configure the Bar Code Printers
- Procure, install and configure the Hawaii FYI replacement VPN components
- Plan Migration of Mainframe Data to BCIS
- Test R/S & GI Index programs
- Begin Acceptance System Tests
- Update documentation of the RS/6000 installation
- Complete training of all staff on K03 LCATS & K06 Cash Register
- Define & develop Enhancements

### **Task 4: Imaging on BOC**

- Review other ways to share Map Scanning responsibilities with DAGS
- Procure the Map Scanner, install and configure
- Complete customization of Kofax and Content Manager (Visual Info)
- Develop System Test Cases and the Acceptance Plan
- Begin Acceptance Test
- Complete training of all staff on Scanning

### **Task 5: Image Integration on BCIS**

- Complete customization to Kofax and VisualInfo
- Complete integration to K03 LCATS and K06 Receiving software customizations
- Test integration of K08 Abstracting with Content Manager (Visual Info)
- Begin System Acceptance Tests
- Schedule T3 training with BOC

### **Task 6: Remote Access to Text Data**

- Procure, Install and Configure Remote Node(s) Hardware
- Conduct requirements and detail design specifications for Remote Text data access programs
- Develop and Implement Remote Access programs on BCIS
- Schedule T3 training to BOC

**Task 7, 7b: Remote Access to Images & Backfile Migration**

- Develop, Install and Configure software
- Conduct T3 Training
- Begin Imports of Backfile Images

**Task 8: Enable Public Access to Text Data**

- Procure, Install and Configure hardware
- Complete Requirements Verification & Specifications
- Design, Develop & Install Access Software
- Begin Acceptance System Test
- Complete training

**Task 9: Enable Public Access to Image Data**

- Complete Requirements Verification & Specifications
- Design, Develop & Install Access Software
- Begin Acceptance System Test
- Complete all training

**Task 10: Data Remediation**

- Finalize Class & Firm Name tables
- Plan Migration of Mainframe Data to BCIS
- Develop Update programs for K03 LCATS for data remediation
- Perform Data Remediation of Mainframe Data and LCATS Data
- 

**Task 11: GIS Requirements Study**

- Determine Resource to be Utilized & Verify Requirements
- Perform Study
- Complete Study Documentation

## Project Schedule – Planned Activities

The estimated schedule below represents task planned for the next 12 weeks from September 01, 2001 through November 30, 2001, including the last four weeks through December 31st, of the project.

Task Description	SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
<b>Task 1 Implement a BOC Network</b>																
Procure/Install balance of Hardware																
Update Network Documentation																
<b>Task 2 BCIS Requirements Verify</b>																
Complete Requirements Document																
<b>Task 3 Replacement of R/S &amp; L/C</b>																
Procure & Configure balance of h/w																
Procure & Configure VPN																
Continue Validation Test																
Begin Acceptance System Test																
Complete training of all Staff																
Convert Wang Data & Cutover to BCIS																
Update RS/6000 Install Document																
Define/Install Enhancements																
<b>Task 4 Implement Imaging</b>																
Procure, Install Map Scanner																
Customize Kofax & CM/Visual Info																
Conduct T3 Training																
Begin Acceptance System Test																
<b>Task 5 Imaging on BCIS</b>																
Customize K03 & K06 for Images																
Conduct T3 Training																
Complete Acceptance Testing																
<b>Task 6 Remote Access to Text Data</b>																
Procure/Install remote node hardware																
Design/Develop Access Programs																
Conduct T3 Training																
<b>Task 7 Remote Access to Images</b>																
<b>Task 7b Backfile Migration of Images</b>																
Develop/Install/configure software																
Conduct T3 Training																
Begin Imports of Backfile Images																
<b>Task 8 Public Access to Text Data</b>																
Requirements Specifications																
Procure/Install/Configure h/w																
Conduct T3 Training																
<b>Task 9 Public Access to Images</b>																
Requirements Specifications																
Conduct T3 Training																
Begin Acceptance System Test																

**Project Schedule – Planned Activities  
continuation**

Task Description	SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
<b>Task 10 Data Remediation</b>																
Finalize Class & Firm Name tables	■	■														
Plan Migration of Data to BCIS			■	■												
Develop/Install/Test Update programs				■	■	■	■	■								
Perform Data Remediation					■	■	■	■	■	■	■	■				
<b>Task 11 GIS Requirements Study</b>																
Requirements Verification													■	■	■	■
Perform Study																■

**Overall Project Financials**

<b>PAYMENT MILESTONE SCHEDULE</b> Award: ICS-FY-99-52 Contract #46621 Initial Contract (Task 1-5) (4/5/00) Sup Agr #1 (Task 3*,6,7,10) (1/4/01) Sup Agr #2 (Task 3^,8,9,11) (PEN 6/7) As of 09/11/2001	Labor + GET incl. Sub Contractors	Attachment H	Total	% Completed	Total Payments Made To Date
<b>Task 1 Implement a Basic BOC Network</b>					
Deliver Network Design Document	23,051.93		23,051.93	100%	
Delivery of Attachment H Components-partial		128,794.18	128,794.18	100%	
Delivery of Attachment H Components-balance		6521.00	6521.00	0%	
Installation of Cabling (Boss Electric)	40,837.24		40,837.24	100%	
Installation of Hardware	41,577.86		41,577.86	90%	
<b>Task 1 Totals</b>	<b>105,467.03</b>	<b>135,315.18</b>	<b>240,782.21</b>		<b>215,101.07</b>
<b>Task 2 BCIS Requirements Verification</b>					
Deliver Requirements Document	48,458.02		48,458.02	80%	
<b>Task 2 Totals:</b>	<b>48,458.02</b>		<b>48,458.02</b>		<b>0.00</b>
<b>Task 3 Replacement of R/S &amp; L/C</b>					
Delivery of Attachment H Components-partial		175,848.38	175,848.38	100%	
Delivery of Attachment H Components-partial		136,052.24	136,052.24	100%	
Delivery of Attachment H Components-balance		14,322.66	14,322.66	0%	
Installation of Hardware	38,339.34		38,339.34	100%	
Migration Prototype Test (Wang Replacement)	43,541.39		43,541.39	100%	
*Migration Acceptance Test (Production)	21,979.02		21,979.03	50%	
*New R/S and GI's Completion	45,833.04		45,833.04	50%	
^Enhancements	27,603.99		27,603.99	0%	
<b>Task 3 Totals:</b>	<b>177,296.78</b>	<b>326,223.28</b>	<b>503,520.06</b>		<b>337,943.22</b>
<b>Task 4 Imaging on BOC</b>					
Delivery of Attachment H Components		285,034.44	285,034.44	95%	
System Requirements Document	44,458.06		44,458.06	100%	
Installation of Imaging Hardware	38,299.79		38,299.79	100%	
Installation of Imaging Software	70,653.73		70,653.73	50%	
Completion of Training	80,784.93		80,784.93	0%	
<b>Task 4 Totals:</b>	<b>234,196.51</b>	<b>285,034.44</b>	<b>519,230.95</b>		<b>369,188.52</b>
<b>Task 5 Imaging on BCIS</b>					
Completion of Acceptance Test (Production)	44,739.33		44,739.33	0%	
Completion of Training	36,353.93		36,353.93	0%	
<b>Task 5 Totals:</b>	<b>81,093.26</b>		<b>81,093.26</b>		<b>0.00</b>

**Overall Project Financials - continued**

PAYMENT MILESTONE SCHEDULE Award: ICS-FY-99-52 Contract #46621 Initial Contract (Task 1-5) (4/5/00) Sup Agr #1 (Task 3*,6,7,10) (1/4/01) Sup Agr #2 (Task 3^,8,9,11) (PEN 6/7) As of 09/11/2001					
	Labor + GET Incl. Sub Contractors	Attachment H	Total	% Completed	Total Payments Made To Date
<b>Task 6 Enable Remote Access to Text Data</b>					
Delivery of Attachment H Components		59,524.24	59,524.24	0%	
Completion of Training	17,869.68		17,869.68	0%	
<b>Task 6 Totals:</b>	<b>17,869.68</b>	<b>59,524.24</b>	<b>77,393.92</b>		<b>0.00</b>
<b>Task 7 Enable Remote Access to Images</b>					
<b>Task 7b Backfile Migration</b>					
Delivery of Requirements Document (TG Import)	17,945.73		17,945.73	100%	
Completion of Programs & Training (TG Import)	14,449.91		14,449.91	80%	
Completion of Programs & Training (NI Remotes)	14,771.80		14,771.80	50%	
<b>Task 7 &amp; 7b Totals:</b>	<b>47,167.44</b>		<b>47,167.44</b>		<b>0.00</b>
<b>Task 8 Enable Public Access to Text Data</b>					
Delivery of Attachment H Components		33,121.12	33,121.12	0%	
Delivery of System Specifications	53,175.71		53,175.71	0%	
Completion of Training	53,175.72		53,175.72	0%	
<b>Task 8 Totals:</b>	<b>106,351.43</b>	<b>33,121.12</b>	<b>139,472.55</b>		<b>0.00</b>
<b>Task 9 Enable Public Access to Image Data</b>					
Delivery of System Specifications	20,675.92		20,675.92	0%	
Completion of Acceptance Test	20,675.92		20,675.92	0%	
Completion of Training	20,675.92		20,675.92	0%	
<b>Task 9 Totals:</b>	<b>62,027.76</b>		<b>62,027.76</b>		<b>0.00</b>
<b>Task 10 Data Remediation</b>					
Delivery of Requirements Documentation	3,999.97		3,999.97	100%	
Completion of Programs & Review	10,583.27		10,583.27	90%	
Migration of Mainframe Data to BCIS	7,083.29		7,083.29	0%	
<b>Task 10 Totals:</b>	<b>21,666.53</b>		<b>21,666.53</b>		<b>3,999.97</b>
<b>Task 11 GIS Requirements Study</b>					
Delivery of Study Results	33,749.78		33,749.78	0%	0.00
<b>Task 11 Totals:</b>					
<b>Initial Contract Totals:</b>	<b>551,095.55</b>	<b>746,572.90</b>	<b>1,297,668.45</b>		<b>922,232.81</b>
<b>Supplemental #1 Contract Totals:</b>	<b>154,515.72</b>	<b>59,524.23</b>	<b>214,039.95</b>		<b>3,999.97</b>
<b>Supplemental #2 Contract Totals:</b>	<b>229,732.96</b>	<b>33,121.12</b>	<b>262,854.08</b>		<b>0.00</b>
<b>GRAND TOTALS:</b>	<b>935,344.23</b>	<b>839,218.25</b>	<b>1,774,562.48</b>		<b>926,232.78</b>