

DealPoint ID #

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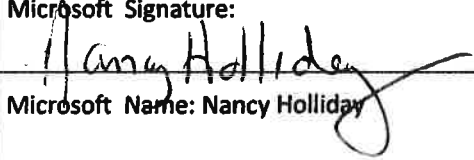

Statement of Work ("SOW")

Addresses and contacts for notices

"Microsoft"	"Vendor"
Company Name: Microsoft Services	Company Name: Hillard Heintze LLC
Primary Contact: Tim Galante	Primary Contact: Kenneth Bouche
Address: 12012 Sunset Hills Road Reston VA, 20190	Address: 30 South Wacker Drive, Suite 1730 Chicago, IL 60606
Phone number: 616.780.1285	Phone number: 312.869.8500
Fax number:	Fax number:
Email (if applicable): tigalant@microsoft.com	Email (if applicable): Kenneth.bouche@hillardheintze.com
Secondary Contact: Jay Toth	Secondary Contact:
jay.toth@microsoft.com	Microsoft Vendor Number: NVJ1010126255

SOW Effective Date:	July 1, 2014
SOW Expiration Date:	June 30, 2015
DealPoint and/or iRims # for Master Agreement	

Agreed and accepted

Microsoft	Vendor
Microsoft Signature: 	Vendor Signature: 
Microsoft Name: Nancy Holliday	Vendor Name: Arnette Heintze
Microsoft Title: Vice President, US Services Sales	Vendor Title: Chief Executive Officer
Microsoft Date: 07/02/2014	Vendor Date: 7/2/14

X This SOW pursuant to the Microsoft Purchase Order Terms and Conditions is entered into by the parties and effective as of the SOW Effective Date above.

1. Description of Services

Pursuant to and in conformance with any standards, guidelines and/or specifications which may be provided by Microsoft to Vendor from time to time, Vendor shall deliver to and/or perform for Microsoft the following goods, services and/or other items or materials as a work made for hire (collectively, the "Services").

CONSULTING AND ADVISORY SERVICES

Vendor will provide professional services to Microsoft and its wholly owned subsidiary Vexcel through advisory services that will be performed by the Company's senior management team and leading subject-matter experts, including the Senior Leadership Council.

Specifically, Vendor will:

- Serve as strategic advisors and brand stewards responsible for networking, leveraging key relationships and marketing activities associated with Microsoft solutions and services, including the promotion of Microsoft to current and potential customers as well as current and potential business partners;
- Provide strategic, tactical and fundamental support, advice and counsel to help Microsoft identify opportunities in the government and private sector verticals;
- Provide information sharing and liaison on behalf of Microsoft with federal, state and local law enforcement agencies, as well as corporations and their security teams;
- Deliver mutually agreed-upon services, which may include:
 - Assistance with business development and strategy
 - Briefings with key decision-makers and representatives of prospective customers
 - Promotion and advocacy of Microsoft's solutions
 - Establishment and enhancement of a positive, sustained awareness of Microsoft solutions and services among potential customers, supporting leadership organizations and the government and private sector verticals as a whole
 - Identification of new opportunities
 - Solution and target market consulting support, which may include
 - Support in capturing, analyzing and communicating law enforcement relevant data from NYPD, DC Metro and others to demonstrate and communicate ROI for an investment in Microsoft Aware.

- Leverage of the Company's expertise in social media outreach to assist in communicating messages about Microsoft solutions – including Aware and Connect – to key stakeholders in federal, state and local law enforcement as well as corporations and their security teams.

Categories of work, specific deliverables and expected timeframes are:

Lead Generation

- Discuss and agree on top law enforcement and public safety targets in federal, state and local government
- Discuss and agree on top corporate targets in law, corporate security, corporate investigations or homeland security.
- Discuss and agree on regional, national and worldwide initiatives that merit pursuit
- Focus on identification of most attractive opportunities, agencies that
 - Are in distress (leadership issues)
 - Are at a tipping point in their relationships with their community
 - Have a demonstrated desire to be a leader in law enforcement technology and intelligence
 - Have procurement vehicles that could support acquisitions of Aware and Connect
 - Are mid-sized agencies that have the capacity to regionalize a solution
- Analysis of each top target (when information is available)
 - Priority issues and challenges
 - Organizational chart
 - Key decision-makers
 - Current systems and capabilities provided by Key Competitors
 - Customer's satisfaction with current systems and Key Competitors
 - Budget Analysis and procurement vehicles preferred by customer
 - Action plan to engage key decision-makers
- Identify "one-to-many" opportunities at industry events or web events / meetings to drive awareness with law enforcement leadership and generate additional leads
- Provide support at national conferences and meetings such as:
 - The International Associations of Chiefs of Police (IACP) meetings and conferences
 - The Major City Chiefs (MCC) winter, summer and autumn meetings
 - The Major County Sheriff's Association meetings to focus on both Law Enforcement and Corrections opportunities

- Timeframe: Target discussion to be completed based upon the timing of each conference or event.

Sales Support

- Directly facilitate meetings with the top targets as mutually agreed upon.
- Assist in follow-up discussions with top target stakeholders to gauge customer interest, concerns, etc.
- Facilitate meetings with additional customer targets when new opportunities arise
- Timeframe: top target meetings from July 1, 2014 and continuing through June 30, 2015
- Create a "Customer Council" of key stakeholders/managers of current Aware and Connect clients to assist in growing an effective Users' Group.

Communication and Oversight

The Vendor will:

- Provide a monthly report to include measurable components to Microsoft detailing activities, priorities, and status of deliverables.
- Conduct a quarterly management review against those measurable components with Microsoft in regards to activities, priorities and status of deliverables.

Term of Agreement

The term of this agreement provides for work and services to be delivered to Microsoft from July 1, 2014 until June 30, 2015 as outlined in the agreement.

All Services shall be treated as Microsoft Confidential Information unless otherwise designated by Microsoft.

2. Deliverables/Delivery Schedule

Vendor shall complete and deliver all Services to Microsoft on or before **June 30, 2015**. Microsoft and Vendor agree to weekly and monthly check in's and coordination in lieu of a specific milestone delivery schedule for the Services.

3. Payment

3.1 Services Fees

Fees, Billing Rates and Engagement Structure

Microsoft agrees to pay Vendor a monthly retainer of \$37,500.00 USD, as compensation for the support outlined above.

The maximum value of this contract is \$450,000.

Vendor will invoice Microsoft on a monthly basis. Microsoft agrees to remit payment to Vendor within 30 days from the date of each invoice.

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Appendix A: Deliverables to be Achieved by June 30, 2015

1. State and Local Government

- a. Opportunities in Procurement: 5

2. Federal Government

- a. Opportunities in Procurement: 3

Definitions:

Opportunities in Procurement is defined as: Microsoft has submitted a draft Statement of Work for an Aware / Connect solution as a result of Vendor's consulting and advisory services, and that document is under review by the Customer or is in the contract negotiation / approval process.