STAFF REPORT

DATE: March 27, 2018

TO: City Council

FROM: Adam McGill, Chief of Police

SUBJECT: APPROVE CONTRACT WITH MARK43 FOR THE 5-YEAR LICENSE OF A COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT SYSTEM FOR THE NOVATO POLICE DEPARTMENT

REQUEST

Approve the contract with Mark43, Inc. for the 5-year license of the selected public safety software platform for the computer aided dispatch (CAD) and record management system (RMS) in the amount of $265,750 for the first-year implementation base price, and authorize the City Manager to sign the License and Services Agreement and other related documents associated with this license.

DISCUSSION

Background

The Novato Police Department has the need for a computer aided dispatch (CAD) and record management system (RMS) that is seamlessly integrated, end-user friendly, and maintained by City IT staff. Since the Marin County Sheriff’s Office migrated from the single Tiberon CAD/RMS solution to InterGraph for CAD and Tiberon for RMS in 2015, the PD has experienced increasing functionality issues related to the disparate CAD and RMS software. The lack of integration and functionality of the contracted software systems negatively impacts service to the community and officer safety.

On June 20, 2017 as part of the FY 2017/2018 Budget, the City Council approved the Department’s request to replace the currently contracted systems from the Sheriff’s Office to a new inhouse system fully operated by and maintained by the City.

Proposed Solution

After a detailed proposal process with eight respondents, three vendor demonstrations and an exhaustive reference check of the two finalists, Mark 43 was selected by the evaluation committee as the preferred vendor solution.

The implementation of Mark43 would provide the Police Department with a single, fully integrated, modern, and robust CAD/RMS solution. This seamlessly integrated and end-user friendly system will enhance service delivery to the community and improve officer safety. If approved, the anticipated “Go Live” date is expected to be sometime in the Fall of 2018.
The purchase of this new technology is consistent with and meets the City Council’s Strategic Plan Objective of: Implement mobile technology to increase efficiency of field staff.

**FISCAL IMPACT**

The first-year implementation base price for the proposed Mark43 software solution is $265,750. Associated year 2, 3, and 4 costs of $130,000 each year (year 5 costs are waived as part of the vendor’s proposal) -- that include software maintenance -- will be absorbed in the Department’s existing annual operating budget for RMS/CAD maintenance to Marin County. In addition, the cost of integrating third-party implementation and all taxes are to be borne by the City. These amounts are within the Council’s previously authorized project budget. Additional hardware and related materials/costs are anticipated to remain within budget as well.

This license agreement expires after 5 years, with one-year renewal options but subject to any increases in annual fees imposed by Mark43.

**RECOMMENDATION**

Approve the contract for the license of the selected public safety software platform for the computer aided dispatch (CAD) and record management system (RMS) to Mark43, and authorize the City Manager to sign the license agreement and other related documents associated with this license.

**ALTERNATIVES**

Do not approve and do not authorize the City Manager to sign the license agreement for the Mark43 public safety platform; City Council to provide further direction.

**ATTACHMENT**

1. Vendor Contract
SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (this “Agreement”) is effective as of March 31, 2018 (the “Effective Date”) by and between Mark43, Inc. (“Mark43”), with a place of business at 28 E. 28th 12th Floor, New York, NY 10016, and the City of Novato, California (“Subscriber”), with a place of business at 909 Machin Ave, Novato, CA 94945.

WHEREAS, the Novato Police Department desires to acquire a Records Management System, Computer-Aided Dispatch and Evidence Management Application;

WHEREAS, on August 16, 2017 the City of Novato issued Request for Proposal for an Integrated Computer Aided Dispatch and Records Management System #1081617-0048 (the “RFP”), to which Mark43 issued a response on October 5, 2017 (the “RFP Response”); and

WHEREAS, Mark43 Subscriber determined that Mark43 possesses the professional experience and qualifications to perform these services.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

1.1 Defined Terms. Defined terms have the meanings set forth in this Article 1 (Definitions) and elsewhere in this Agreement when capitalized, and may be read in singular, plural or an alternative tense as the context requires.

1.2 “Affiliate” means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

1.3 “Applicable Law” means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.

1.4 “Applications” means the Records Management System, Computer-Aided Dispatch and Evidence Management Applications, as described in Schedule A.

1.5 “Authorized User” means an Affiliate, employee or independent contractor of Subscriber (solely to the extent such contractor is providing services to Subscriber), who has been authorized by Subscriber to use the SaaS Services.

1.6 “Documentation” means the user guides and user manuals for the SaaS Services that Mark43 provides to Subscriber, as amended or supplemented from time to time to assist in Subscriber’s use of the SaaS Services.

1.7 “Go Live” means the date of cutover to each of the Mark43 Applications, respectively.

1.8 “Integration Control Document” means the agreement, if applicable, governing any integrations with Third Party Applications.

1.9 “Intelectual Property Rights” means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

1.10 “Professional Services” means the evaluation, consultation, implementation, customization, configuration and other services offered by Mark43 in connection with the SaaS Services.
“Regular Usage Period” for any Application commences upon the occurrence of Go Live for that Application.

“SaaS Services” means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Mark43 for remote access and use by Subscriber, including any Documentation thereto.

“Services” means the services provided or required to be provided by or through Mark43, including without limitation, SaaS Services and Professional Services.

“Software” means the object code version of Mark43’s computer software and all Updates and enhancements made available by Mark43 to Subscriber under this Agreement.

“Statement of Work” means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.

“Subscriber Data” means all data, information, content and other materials stored or transmitted by Subscriber and any Authorized User through the SaaS Services (i) in their user accounts; and (ii) on any Third Party Application, excluding any Third Party Data and any Mark43 Data.

“Term” means the Initial Term and any Renewal Term.

“Third Party Application” means a third-party service approved by Mark43 to which Subscriber and any Authorized User facilitates Mark43’s access to, and use, of the SaaS Services, via an application programming interface or other means.

“Third Party Components” means any components of the SaaS Service from time to time that are provided by third parties (e.g., Google Maps).

“Third Party Data” means any data owned by a third party that Mark43 provides to Subscriber via the SaaS Service.

“Third Party Provider” means third parties, including other vendors, state agencies and local agencies, that control products and/or databases with which Mark43 SaaS Services are to be interfaced.

“Updates” means any and all new releases, new versions, patches and other updates for the SaaS Services that Mark43 makes generally available without additional charge to its other subscribers of the SaaS Services.

“Vendors” means third parties with whom Mark43 contracts to provide components of the SaaS Services, and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).

“Website” means any Internet website through which Mark43 provides the SaaS Services under this Agreement.

2. SERVICES.

2.1 SaaS Services. Subject to the terms of this Agreement, and during the Term, Mark43 hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber’s internal purposes and in accordance with the terms and conditions of this Agreement. Mark43 will be responsible for hosting the Website, and Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Website through the Internet as set forth in Schedule C, “Technical Requirements.” Subscriber will be responsible to Mark43 for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.

2.2 Professional Services. Mark43 offers Professional Services in connection with the SaaS Services as further described in Schedule A. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by Mark43 and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.

2.3 Access to Documentation. Mark43 will provide Subscriber via the Website or other means with access to the Documentation, as may be updated or amended from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.
2.4 Support Services. Mark43 will provide a telephone-based help desk through which it will respond to inquiries about the SaaS Services from Subscriber via telephone from 7 AM to 7 PM (Eastern Time), Mondays through Fridays (excluding U.S. Federal holidays). Mark43 also provides a 24/7 email based help desk for the SaaS Services as set forth in Schedule A.

2.5 Restrictions on Use. Subscriber and its Authorized Users will not (and will not actively permit any third party to): (i) share Subscriber’s or any Authorized User’s login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third Party Data, or otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a “service bureau” basis or allow any third parties to use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third Party Data; (vii) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (x) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (xi) use the Services to post advertising or listings; (xii) use the Services to defame, abuse, harass, stalk, or threaten others; (xiii) permit access or use of the Services by any individual outside the United States; (xiv) hide or obscure any Authorized User’s location; (xv) permit access or use of the Services, for any activities other than to enhance Subscriber’s own services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with Mark 43, and will not allow access to the SaaS Services by any party who is in direct competition with Mark43, except with Mark43’s prior written consent. Subscriber shall comply with additional restrictions on use of the Services in Additional Terms, as defined in Section 2.10 below.

2.6 Security Obligations. Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Service. Subscriber agrees it shall notify Mark43 promptly in the event it becomes aware of any unauthorized access or use of the SaaS Service, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. [In addition, Authorized Users may log into the SaaS Service from only one location at any given time – concurrent usage (or sign in) under a single username is prohibited.] Subscriber is responsible for all activities conducted within User accounts in use of the SaaS Service. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Service, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Service, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.

2.7 Title. As between Mark43 and Subscriber, Mark43 retains title to and ownership of the SaaS Services, including all copyrights and other Intellectual Property Rights relating thereto. Mark43’s licensors retain title to and ownership of the Third Party Data and the Third Party Components, including all copyrights and other intellectual property rights relating thereto. Subscriber will have no rights with respect to the SaaS Services, the Third Party Data or the Third Party Components other than those expressly granted under this Agreement. Any suggestions for changes or improvements to Services that Subscriber provides to Mark43, whether solicited by Mark43 or not, shall be owned by Mark43 and Subscriber hereby irrevocably assigns, and shall assign, to Mark43 all right, title, and interest in and to such suggestions. Mark43 shall have no obligation to incorporate such suggestion into its products or Services.

2.8 Subscriber Data. As between Mark43 and Subscriber, Subscriber owns and shall retain all right, title, and interest, including, without limitation, all Intellectual Property Rights, in and to the Subscriber Data. Subscriber shall have the sole responsibility for the accuracy, quality, and legality of the Subscriber Data, including obtaining all rights and consents necessary to share the Subscriber Data with Mark43 as set forth in this Agreement. Notwithstanding anything to the contrary contained herein, Subscriber hereby grants to Mark43 an irrevocable, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the Subscriber Data to: provide the SaaS Services to Subscriber and other Mark43 subscribers; analyze the Subscriber Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the SaaS Services, create new...
products and services, and share and/or license this aggregate data to Affiliates, agents, business partners, and other third parties; for Mark43’s internal purposes to improve the Applications, Software, and related services, and any other uses disclosed in or related to performance under the Agreement or any statement of work.

2.9 Third Party Applications. If Subscriber installs or enables a Third Party Application for use with the SaaS Services, Subscriber grants (and will cause the applicable third party to grant) Mark43 permission to access Subscriber Data stored on that Third Party Application as required for the interoperability of the Third Party Application with the SaaS Services. In no event will Mark43 be responsible for any Third Party Application, or for any failure of a Third Party Application to properly interoperate with the SaaS Services. If Mark43 receives information that a Third Party Application may violate any Applicable Laws or Third Party rights, Subscriber will, promptly upon receiving notice of the foregoing from Mark43, disable any connection between such Third Party Application and the SaaS Services to resolve the potential violation (and if Subscriber fails to promptly disable such connection, Mark43 shall have the right to do so). In addition, in the event that Subscriber fails to properly obtain the grant of rights to Mark43 to access and use Third-Party Data as required for the interoperability of that Third-Party Application, Subscriber shall defend, indemnify, and hold harmless Mark43 from any and all claims based on Mark43’s use of such Third-Party Application.

2.10 Third Party Components.

(a) Use of Third-Party Components. Mark43 may use Vendors to subcontract the performance of its duties and obligations hereunder and to provide certain functions of the Services, including without limitation, hosting and data analysis. Certain Vendor policies and terms and conditions of service shall apply to the Services. Such terms, or URL locator addresses for such terms, will be provided on Schedule D or in writing from time to time, “Additional Terms.” If any of the Vendors and/or licensors of the Third-Party Components require Mark43 to flow down any Additional Terms Subscriber, Subscriber’s use of such Third-Party Components, as incorporated into the SaaS Service, shall be subject to such Additional Terms. In the event of any inconsistency or conflict between the Additional Terms and the terms of this Agreement, such Additional Terms shall govern with respect to Subscriber’s use of the applicable Third Party Component.

(b) DISCLAIMER REGARDING THIRD PARTY COMPONENTS. Mark43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY COMPONENTS, NOR THE PROVIDERS’ OR MANUFACTURERS’ AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.11 Third Party Data. Subscriber shall access and use the Third Party Data in accordance with the terms and conditions of the agreement between the Subscriber and the provider of such Third Party Data. Mark43, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD PARTY DATA, NOR THE PROVIDERS’ OR MANUFACTURERS’ AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

2.12 Agreements with Third Party Providers. Subscriber, and not Mark43, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third Party Providers.

2.13 Changes to Services. Mark43 may make changes and Updates to its Services, provided that it does not materially derogate the overall quality of the Services. Mark43 does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that Mark43 determines are incompatible with the operation of the Services.

3. FEES AND PAYMENT TERMS.

3.1 Fees for Mark43 Services. Subscriber will pay Mark43 fees as stated on Schedule A (the “Fees”) attached hereto in accordance with the payment schedule set forth on Schedule A. All payments of Fees are due within forty-five (45) days of receipt of an invoice. All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Unless prohibited by local law, overdue payments will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under Applicable Law, from due date until paid. Subscriber will pay any sales, use or other tax related
to the license and services provided hereunder, exclusive of income taxes and payroll taxes relating to Mark43's employees. Subscriber agrees that its use of and payment for Services constitutes its inspection and acceptance of such Service.

3.2 Third-Party Data and Third-Party Components. Additional fees may apply to the use of certain Third-Party Data and Third-Party Components, which if provided by Mark43, such fee may be included within the Fees. Mark43 may pass through any increase in such fees for Third Party Components or Third Party Data, relating to any existing Services, by giving Subscriber thirty (30) days' advance notice.

3.3 Taxes. Subscriber will be responsible, as required under applicable law, for paying all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Subscriber or Mark43 with respect to the transactions and payments under this Agreement (excluding taxes based on Mark43's income or employment) ("Indirect Taxes"). All Fees are exclusive of Indirect Taxes. If Subscriber is exempt from paying Indirect Taxes, it shall provide to Mark43 exemption certificates, or a direct payment permit certificate, or such information to Mark43 as reasonably required and requested to determine whether Mark43 is obligated to collect Indirect Taxes from Subscriber. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by Mark43 is equal to the amount then due and payable under this Agreement. Mark43 and Subscriber will cooperate to exchange information reasonably necessary to calculate Indirect Taxes, as applicable.

4. TERM AND TERMINATION.

4.1 Term.

(a) Initial Term. The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule A, unless and until terminated in accordance with Section 4.2 (the "Initial Term").

(b) Renewal Terms. Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on Schedule A (each, a "Renewal Term") at the rates set forth on Schedule A, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

(c) Termination due to Lack of Sufficient Funds; Subscriber may terminate this Agreement if the applicable legislative body fails to appropriate funds to pay for the Services provided hereunder.

4.2 Temporary Suspension and Termination.

(a) Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice, provided that if the breaching party has made reasonable progress toward cure, the parties may agree to extend the cure period to sixty (60) days.

(b) If Mark43 reasonably determines that Subscriber's use of the Services either: (i) fails to comply with the Restrictions on Use in Section 2.5; (ii) poses a security risk to the Services or any third party, (iii) creates or is likely to create an adverse impact on Mark43's systems, the Services, or the systems or content of any other subscriber; or (iv) subjects Mark43 or its Affiliates to possible liability; then Mark43 may immediately upon notice temporarily suspend Subscriber's and any Authorized User's right to access any portion or all of the Services, pending remedial action by Subscriber, or after a period of 30 days, terminate the Services.

(c) If Mark43's command line feature is not available in the CAD Application before September 30, 2018, Subscriber may terminate this Agreement and receive a refund of the Fees paid prior to such termination date as its sole, exclusive remedy. Availability of command line shall be determined in Mark43's reasonable discretion.

4.3 Effect of Termination. In the event of any termination or expiration of this Agreement,

(a) Subscriber will pay Mark43 all amounts payable hereunder as of the termination or expiration date;
(b) all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any
Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the
SaaS Services; and

(c) Mark43 will provide records to Subscriber in accordance with its transition assistance services
(“Transition Assistance”) as set forth in Schedule B.

(d) Subscriber will, upon written request of Mark43, either return to Mark43 or provide Mark43 with
written certification of the destruction of, all documents, computer files and other materials
containing any Confidential Information of Mark43 that are in Subscriber's possession or control.

4.4 Survival. The following provisions will survive any termination or expiration of this Agreement:
Section 2.7 (“Subscriber Data”), Section 2.9 (“Third Party Components”), Section 2.10 (“Third Party
Data”), Section 4.3 (“Effect of Termination”), Section 5 (“Confidentiality”), Section 6.2 (“Disclaimer”),
Section 7 (“Limitation of Liability”), Section 8 (“Indemnification”), Section 9 (“Miscellaneous
Provisions”), Schedule B (“Transition Assistance”) and this Section 4.4 (“Survival”).

5. CONFIDENTIALITY.

5.1 Definition of Confidential Information. For the purposes of this Agreement, “Confidential
Information” means: (a) with respect to Mark43, the SaaS Services, and any and all source code
relating thereto, as well as Documentation and non-public information or material regarding Mark43’s
legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber,
any non-public information or material regarding Subscriber's legal or business affairs, financing,
customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does
not include information which: (i) is or becomes public knowledge without any action by, or
involvement of, the party to which the Confidential Information is disclosed (the “Receiving Party”);
(ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the
“Disclosing Party”); (iii) is independently developed by the Receiving Party without reference or
access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is
obtained by the Receiving Party without restrictions on use or disclosure from a third person who did
not receive it, directly or indirectly, from the disclosing party.

5.2 Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any
Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use
such Confidential Information only in connection with the Receiving Party’s performance of this
Agreement; (ii) subject to Section 5.4 below, restrict disclosure of such Confidential Information within
the Receiving Party’s organization to only those of the Receiving Party’s employees and independent
contractors who have a need to know such Confidential Information in connection with the Receiving
Party’s performance of this Agreement and (iii) except as provided herein, not disclose such
Confidential Information to any third party unless authorized in writing by the Disclosing Party to do
so.

5.3 Protection of Confidential Information. The Receiving Party will protect the confidentiality of any
Confidential Information disclosed by the Disclosing Party using at least the degree of care that it
uses to protect its own confidential information (but no less than a reasonable degree of care).

5.4 Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing
any employee or independent contractor access to any Confidential Information of the Disclosing
Party, inform such employee or independent contractor of the confidential nature of such Confidential
Information and require such employee or independent contractor to comply with the Receiving
Party’s obligations hereunder with respect to such Confidential Information.

5.5 Required Disclosures. If a party is requested to disclose any of the other party’s Confidential
Information pursuant to any judicial or governmental order or pursuant to a public records request
under applicable law, that party will not disclose the Confidential Information without first giving the
other party written notice of the request and sufficient opportunity to contest the order, to the extent
such notice and opportunity to contest may be lawfully given. If one party is nonetheless legally
compelled to disclose Confidential Information, such party may, without liability hereunder, disclose
to such tribunal only that portion of the Confidential Information which such counsel advises it is
legally required to be disclosed, provided that such party shall use its best efforts to preserve the
confidentiality of the Confidential Information, including, without limitation, by cooperating with the
other party to obtain an appropriate protective order or other reliable assurance that confidential
treatment will be afforded the Confidential Information by such tribunal. Without limiting the foregoing,
Subscriber shall notify Mark43 of any requests for records relating to Mark43 (including, without
limitation, user guides or Documentation, or documents submitted by Mark43 in response to the RFP) within three (3) business days of receipt of the request and prior to disclosing any records relating to Mark43. Subscriber shall, prior to disclosing records relating to Mark43, give Mark43 prior written notice sufficient to allow Mark43 to seek a protective order or other remedy (but no less than twenty-one (21) day's notice, except to the extent that Subscriber's compliance would cause it to violate California public records laws), and disclose only such information as is required under California public records laws. If Mark43 receives a subpoena, or other judicial or governmental order, seeking Subscriber's Confidential Information, Mark43 shall notify Subscriber within three (3) business days of receipt, and tender defense to Subscriber. Without limiting the foregoing, and unless prohibited by law, Subscriber further agrees to indemnify and hold harmless Mark43, its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from all claims, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and expert and consulting fees), incurred or expended by Mark43 in connection with a request for the disclosure of Subscriber's Confidential Information including Subscriber Data.

5.6 **Information Collected Through SaaS Services.** Subscriber is solely responsible for compliance with applicable laws related to the manner in which Subscriber chooses to use the Services, including Subscriber's transfer and processing of Subscriber Data. Subscriber understands and agrees that when it uses certain features of the SaaS Services, certain information and data may be collected from Authorized Users, including monitoring and recording activity, and tracking physical location, which may include personal identifying information. Subscriber agrees that Mark43 may use such information to (i) provide more effective Services, (ii) to develop and test its Services, (iii) to aggregate such information and combine it with that of other Users, and (iv) to use anonymous aggregate data to improve the Services or for marketing, research or other business purposes. Provision of Services may involve the disclosure of such information to Vendors or Affiliates on the condition that they agree to treat such information in a manner substantially in accordance with this Agreement. Subscriber may revoke its consent to Mark43's collecting and using such data at any time by written notice to Mark43; provided, however, that Subscriber agrees that such revocation of consent may impair or render impossible the Subscriber's use of the SaaS Services.

6. **REPRESENTATIONS AND WARRANTIES.**

6.1 **Power and Authority.** Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement. Subscriber further represents that it has not received federal funding in connection with procurement under this Agreement.

6.2 **Other Representations.**

(a) Mark43 warrants that it has title to the Software and/or the authority to grant licenses to use the Software. Subscriber's sole and exclusive remedy for a breach of the foregoing warranty are the indemnification obligations set forth in Section 8.1.

(b) Mark43 warrants that: (i) the Software will perform substantially in accordance with the Documentation for the later of: (a) for each Application, 90 days from Go Live for that Application, respectively or (b) 180 days from the Effective Date (the "Warranty Period") and (ii) that the Software media is free from material defects for a period of 90 days from the Effective Date (also the "Warranty Period"). Mark43 does not warrant that the Software is error-free. Mark43 will not have any obligation pursuant to the foregoing warranties unless: (1) Subscriber notifies Mark 43 in writing of the warranty breach during the applicable Warranty Period; (2) if Subscriber has not installed or activated all Software updates provided to Subscriber pursuant to Mark43's Support Services or (3) if Mark43 is unable to reproduce the error. Mark43's sole obligation with respect to its limited warranties in this Section 6.2(b) is limited to repair or replacement of the defective Software or the Software media, or if Mark 43 cannot repair or replace using reasonable commercial efforts, Mark43 may terminate the Agreement (or portion of the Agreement to which the defective Software relates) and provide a refund of pre-paid but unused fees.

(c) Mark43 warrants that to the best of its knowledge, information and belief, the Software does not contain any known viruses, backdoors or time bombs, for similar malicious code, or undocumented security codes that could prevent Subscriber's use of the Software.
6.3 No Other Warranties. Use of the SaaS Services is not intended to be a substitute for the professional judgment of dispatchers, law enforcement officers, or first responders. The SaaS Services do not provide legal advice. Subscriber shall be responsible for all its own actions or failure to act in connection with the SaaS Services. Mark43 cannot guarantee that every error in the SaaS Services or problem raised by Subscriber will be resolved. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.2(b), THE SERVICES, THE THIRD PARTY COMPONENTS, AND THE THIRD PARTY DATA ARE PROVIDED "AS IS." MARK43 ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE SAAS SERVICES. MARK43 MAKES NO WARRANTY THAT THE SERVICES WILL BE COMPLIANT WITH ANY REQUIREMENTS OF CJIS (CRIMINAL JUSTICE INFORMATION SERVICES) OR CLETS (CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM) OR ANY EQUIVALENT. DUE TO THE NATURE OF SOFTWARE AND THE INTERNET, MARK43 CANNOT GUARANTEE THAT EVERY ERROR IN THE SAAS SERVICES OR PROBLEM RAISED BY SUBSCRIBER WILL BE RESOLVED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6. NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SERVICES, THE THIRD PARTY COMPONENTS, THE THIRD PARTY DATA OR THIS AGREEMENT AND HEREBY DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED OPERATION OR THAT THE SERVICES, THIRD-PARTY COMPONENTS AND THIRD-PARTY DATA ARE UP TO DATE, ACCURATE OR COMPLETE, SECURE FROM LOSS OR DAMAGE, OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. To the extent that a party may not as a matter of Applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

7. LIMITATION OF LIABILITY.

7.1 Liability Exclusion. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE, OR FAILURE OF, OF THE SERVICES, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. For the avoidance of doubt, the availability of service credits is set forth on Schedule A.

7.2 Limitation of Damages. MARK43’S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO MARK43 BY SUBSCRIBER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES. MARK43 SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATING TO THE THIRD-PARTY COMPONENTS OR THE THIRD-PARTY DATA.

7.3 Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.1 AND SECTION 7.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY’S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. INDEMNIFICATION.

8.1 Indemnification by Mark43.
(a) Except as provided in section 8.1(c) below, Mark43 will defend, indemnify and hold harmless Subscriber and its Authorized Users, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney’s fees and expert and consulting fees) in connection with any third party claim arising after the Effective Date that the use of the SaaS Services (excluding any open source software) in accordance with this Agreement infringes or misappropriates the United States intellectual property rights of third party.

(b) Except as provided in section 8.1(c) below, if any SaaS Services are, or in Mark43’s opinion, are likely to become the subject of any infringement-related claim, then Mark43 will, at its expense and in its discretion: (a) procure for Subscriber the right to continue using the SaaS Services; (b) replace or modify the infringing technology or material so that the SaaS Services become non-infringing (provided that the replacements offer substantially equivalent performance); or (c) terminate the Agreement pursuant to which the SaaS Services are provided (or terminate the portion of the Agreement to which the infringement relates) and give Subscriber a refund for any applicable pre-paid but unused fees.

(c) The foregoing obligations in sections 8.1(a) and (b) shall be subject to Subscriber (a) promptly notifying Mark43 of the claim, (b) providing Mark43 with reasonable cooperation in the defense of the claim when Subscriber becomes aware and (c) providing Mark43 with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Mark43 shall not enter into any such settlement without Subscriber’s prior written consent, which consent will not be unreasonably withheld, and that Subscriber shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing. Notwithstanding the foregoing, Mark43 shall have no obligation with respect to a third party claim to the extent the third party claim arises from: (s) claims arising from acts or omissions of Subscriber or its users, employees or contractors; (t) claims brought by Subscriber or its Affiliates or Authorized Users; (u) claims arising from the use of old versions software after receipt of modified or updated versions of software; (v) claims arising from the use of Third Party Applications, Third Party Components or Third Party Data; (w) claims arising from any data, product specifications, information or materials provided by Subscriber hereunder, when used in connection with the SaaS Services or any customization or configuration made to the SaaS Service proposed by or provided by Subscriber under a Statement of Work; (x) use of the SaaS Services in combination with modules, apparatus, hardware, software, or services not authorized by Mark43 or specified in the Documentation for use with the SaaS Services; (y) use of the SaaS Services in a manner that is not in accordance with this Agreement or the Documentation; (z) the alteration or modification of the SaaS Services by a party other than Mark43, unless such alterations and modifications were authorized by Mark43 or specified in the Documentation for use with the SaaS Services.

(d) THE PROVISIONS OF THIS SECTION 8 STATE MARK43’S ENTIRE LIABILITY AND SUBSCRIBER’S EXCLUSIVE REMEDIES FOR ANY CLAIM THAT THE SERVICES INFRINGE A THIRD PARTY’S INTELLECTUAL PROPERTY RIGHT.

8.2 Indemnification by Subscriber. Except where prohibited by law, Subscriber will defend, indemnify and hold harmless Mark43 and its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney’s fees and expert and consulting fees) in connection with (I) any third party claim arising from or relating to (i) any allegation that any data, product specifications, information or materials provided by Subscriber hereunder, including, without limitation, the Subscriber Data and Third Party Applications, when used in connection with the SaaS Services or any customization or configuration made to the SaaS Service proposed by or provided by Subscriber under a Statement of Work; (a) infringes or misappropriates any Intellectual Property Rights of a third party, or (b) violates any Applicable Laws; (ii) the actual or alleged violation of Applicable Law by Subscriber, any Authorized User, or any Affiliate, employee, agent or independent contractor of Subscriber; or (iii) Subscriber’s breach of this Agreement; provided, however, that the foregoing obligations shall be subject to Mark43 (x) promptly notifying Subscriber of the claim, (y) providing Subscriber with reasonable cooperation in the defense of the claim and (z) providing Subscriber with sole control over the defense and negotiations for a settlement or compromise; provided, however, that Subscriber shall not enter into any such settlement without Mark43’s prior written consent, which consent will not be unreasonably withheld, and that Mark43 shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing; (II) disabling a connection to a Third Party Application at Subscriber’s request; (III) Subscriber’s actions or failure to act, resulting
in any third-party claim for personal injury or death, damage to personal property or reputation, environmental damage, interference with contract or employment, or violation of privacy; (IV) any request pursuant to a judicial or governmental order or other similar process, including but not limited to a subpoena or FOIA request or discovery request, seeking the disclosure of any Subscriber Data or other information collected or maintained by Mark43 in connection with the SaaS Services. For the avoidance of doubt, and without limiting the foregoing, Subscriber hereby acknowledges that Mark43 shall have no implicit or explicit obligation to challenge, oppose or defend against any request described in Clause (IV) of this subsection unless and until Subscriber reaffirms that it will honor its indemnification obligations as provided herein.

9. MISCELLANEOUS.

9.1 Notices. Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to Mark43:
Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: David Jochim

Copy to:
Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: General Counsel
Email: contractnotices@mark43.com

If to Subscriber:
Novato Police Department
909 Machin Ave
Novato, CA 94945
Attn: Shamin Miller

9.2 Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Notwithstanding the foregoing, Subscriber consents to the use of the Subcontractor(s) identified in the RFP Response or on Schedule A to perform the Services described therein.

9.3 [Reserved].

9.4 Force Majeure. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

9.5 No Waiver. The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.

9.6 Amendment. No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and Mark43. No term included in any invoice, estimate, confirmation,
acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and Mark43.

9.7 Relationship of the Parties. The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

9.8 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.

9.9 Headings. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.

9.10 Counterparts. This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.

9.11 Cumulative Remedies. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

9.12 Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.

9.13 Compliance with Laws. Each party shall comply with all Applicable Laws relating to or pertaining to the use of the Services. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the End User Data covered by this Agreement. “Applicable Laws” means all applicable provisions of all (x) constitutions, treaties, statutes, laws (including the common law), rules, directives, regulations, ordinances, codes or orders of any governmental authority and (y) orders, decisions, injunctions, judgments, awards and decrees and consents of or agreements with any such entity. Each party shall comply with local anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act, as well as any other applicable laws and regulations. In connection with its performance under the Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.

9.14 Certain Waivers Unenforceable. Subscriber agrees that it will not ask Mark43, or any Mark43 employee or contractor, to sign a document that waives liability for property damage, injury, or death that occurs on Subscriber’s real property or property (such as vehicles) that is owned or controlled by Subscriber, or in the course of performing a ride-along or comparable activity with Subscriber’s personnel. Subscriber further agrees that any waiver signed by a Mark43 employee or contractor is null, void, and unenforceable against Mark43 and its employees and contractors.

[Updated 10/13/17]
9.15 **Entire Agreement.** This Agreement supersedes all previous understandings, agreements and representations between the parties, written or oral and constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

9.16 **Authorized Representatives.** The Subscriber designates as its Authorized Representative the City Council or the City Manager to approve or amend this Agreement.

9.17 **No Conflicts.** Mark43 (including its employees, agents and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement.

9.18 **Non-Discrimination.** Mark43 shall comply with all applicable federal, state and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Mark43 shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, age or sex.

9.19 **Business License.** Prior to or upon entering into this Agreement, Mark43 will obtain a City of Novato business license.

9.20 **Insurance**

(a) Mark43 shall maintain the insurance at the minimum levels set forth in the attached Certificate of Liability Insurance dated March 19, 2018.

(b) For the Commercial General Liability policy, the Subscriber (including its elected officials, employees and agents) shall be named as additional insureds.

(c) The policy shall be endorsed with a form equivalent to ISO form CG20 10 11 85.

(d) Mark43’s insurance is primary to any other insurance available to the Subscriber with respect to any claim arising out of this Agreement.

(e) Any insurance maintained by the Subscriber shall be in excess of the Mark43 insurance and shall not contribute to it.

(f) Mark43’s insurance will not be canceled, limited or allowed to expire without renewal until after 30 days prior written notice has been given to the Subscriber.

(g) All insurance companies providing coverage to the Subscriber shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A Best rating of not less “A:VII.”

(h) Mark43’s Workers’ Compensation insurance shall include the following language: “All rights of subrogation are hereby waived against the Subscriber, its officers, employees and volunteers when acting within the scope of their appointment or employment.”

9.21 **Supporting Documents.**

The following documents are, by this reference, expressly incorporated into this Agreement and are collectively referred to herein as the “Supporting Documents:”

- Schedule A: Services Schedule
- Schedule B: Transition Assistance
- Schedule C: Technical Requirements
- Schedule D: Additional License Terms
- Exhibit A: Certificate of Insurance
- Exhibit B: Business License
- Exhibit C: Datamaxx license
- Exhibit D: Datamaxx warranty
- Exhibit E: Datamaxx subscription agreement
- Mark43’s complete written RFP Response.
- The Subscriber’s Request for Proposal Number #1081617-0048.

This Agreement and the Supporting Documents shall be construed to be mutually complimentary and supplementary whenever possible. In the event of a conflict that cannot be resolved, the
provisions of this Agreement itself shall control over any conflicting provisions in any of the Supporting Documents.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

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<tr>
<th><strong>MARK43, INC.</strong></th>
<th><strong>CITY OF NOVATO</strong></th>
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**Approved as to Form:**

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SCHEDULE A

Services Schedule

1. Services. The Services covered by this Agreement consists of the following:

a. Professional Services:
   i. Project Management
   ii. RMS & CAD Interface Control Documentation
   iii. RMS Data Conversion Study
   iv. RMS & CAD Configuration
   v. RMS Interface Development (Subject to consent and cooperation of the third parties)
      1. Crossroads (Data Ticket Records/Processing)
      2. Coplogic – LexisNexis
      3. Axon – Evidence.com
   vi. CAD Interface Development (Subject to consent and cooperation of the third parties)
      1. NCIC/CLETs
      2. ANI/ALS Vesta/Motorola
      3. Vigilant Solutions ALPR
   vii. RMS Data Conversion (Legacy vendor will provide City of Novato RMS data to Mark43 in a SQL Server or MYSQL [relational database]
      1. Master Name Index
      2. Premise Caution Information
      3. Property/Evidence Data
   viii. RMS & CAD Interface Testing
   ix. RMS & CAD Functional Testing
   x. RMS & CAD Trainer Training
   xi. RMS & CAD Cutover Support

b. SaaS Services:
   i. The Applications to be provided are described as follows:

   Records Management System (RMS)
   Report Writing
   • In-station and mobile field reporting
   • Incident, Offense and Arrest Reports
   • Field Contact Reports
   • Use of Force Reports
   • Active Error Validation
   • Smart Duplicate Data Entry Logic and Prevention
   • Unlimited Report Attachments
   • Auto-Validation of Fields, Locations and People
   • Word Processing Tools
   • Context Sensitive Report Export Formats
   • Fully Report Audit History
   • Email and In-App Notifications
   • User Specific Reports Dashboard

   Case Management
   • Seamless Report Import
   • Active Master Entity Sync
   • Unlimited Case Attachments
   • Dashboard for Case Tracking
   • Configurable Task Lists by Case Type
   • Dynamic Master Entity Profiles
   • Email and In-App Notifications
   • Context-Sensitive Case Export Formats
Property and Evidence
- Mobile Device Application for Barcode Scanning, Audits and ID Capture
- Automatic Custodial Property Report Generation
- Master Item Profile
- Configurable Barcodes and Disposition Notifications
- Bulk Item Filtering and Actioning
- Dashboard for Inventory Management
- Immutable Chain of Custody
- Storage Location Setup and Customization
- Email and In-App Notifications
- Full Evidence Audit History
- Chain of Custody Validations and Guardrails
- Digitally capture signatures and photos ID’s
- Batch Label Printing
- Support for Zebra Printing
- Automated disposition approval process with customizable retention periods

Warrant Management
- Linked Incident/Arrest Reports, Warrants, and Entity Records
- Dashboard for Warrant Tracking and Management
- Configurable Warrant Number Format, Fields and Permissions
- Context-Sensitive Warrant Export Formats

Stat Reporting and Crime Analysis
- Active Error Detection
- Automatic NIBRS Code Mapping
- Integrated NIBRS Workspace for Report Creation
- Advanced CAD, RMS and Entity Search
- Multi-Input and Fuzzy Match Search Filters
- Comprehensive Analysis Filters

System Administration
- Configurable Permissions& Roles for Individual Users& Records
- Configurable Fields, Statutes, Codes& Validation Rules
- Shapefile Import
- Configurable Street & Location Aliases
- Configurable Department Alerts & Notifications
- IP Address Whitelisting & Blacklisting for Enhanced Security
- Open API for Third- Party Connections
- Custom Units, Teams and User Roles
- Automatic UCR & NIBRS coding
- Permission- based Read/ Write Privileges

Computer Aided Dispatch (CAD) Dispatcher
- Individualized Workstation Setup
- Unit Management and Monitoring
- Auto Complete Verified Event Locations& ANI/ ALI Data
- Prominent Alerts for New Information
- Configurable Command Line Functionality
- Bi- Directional Syncing of Historical RMS Data
- Multi- Layered AVL Map View
- Real- Time Event Chat
- Override Ability for Unit Recommendations
- Event Management

First Responder (Mobile)
- Seamless RMS Report Generation
• Prominent Alerts for New Information
• Bi-Directional Syncing of Historical RMS Data
• Real-Time Event Chat
• Multi-Layered AVL Map View
• Automatic& Manual Status- Setting Ability
• Automatic Vehicle Location Mapping (Integration)
• In-App Messaging

System Administrator
• Desktop, Laptop & Tablet Agnostic
• Web-Based & Installed Application Options
• Vendor- Free Configurations
• Scheduling System Integration
• Seamless Data Exchange for External Databases
• Full Event Log
• IP Address Whitelisting & Blacklisting for Enhanced Security
• Open API for Third-Party Connections

ii. During the Regular Usage Period, Mark43 will provide Subscriber with the SaaS Services for the Fees set forth in Section 4 below. The parties will use commercially reasonable efforts to enable GoLive for the RMS, CAD and Evidence Applications to commence on or about December 31, 2018.

c. Subcontractors:
   i. Datamaxx: The Datamaxx Omnixx Edge API platform connects the Mark43 Public Safety Platform to Federal, state and local criminal justice data sources. Mark43 utilizes Omnixx Edge API software as a middleware component in the Mark43 Public Safety Platform. Datamaxx performs services to setup and maintain these connections and provides support during training, configuration and implementation phases of the project.

2. Initial Term. The Initial Term is the five (5) year period commencing on the Effective Date.

3. Renewal Terms. Any Renewal Terms shall be for a period of one (1) year.

4. Fees:
   a. Services Fees:
      i. Data Migration: $20,000
      ii. Interfaces: $87,600
      iii. CLETS/NCIC: $28,050

   b. Subscription Fees: The Subscription Fee for the Initial Term is $130,100 per year for each of years 1-4.

Mark43 Pricing is based on 60 sworn officers employed directly or indirectly by Subscriber. Each year, Subscriber will certify to Mark43 the number of sworn officers employed directly or indirectly by Subscriber as of the date that is sixty (60) days before the anniversary of the Effective Date. Subscription fees for the upcoming year will be based on that headcount. In the event that Subscriber increases its number of employed sworn officers during the Term by more than 7 officers, then the annual fee shall increase by $1080.00 per sworn officer in excess of 67 sworn officers. For the avoidance of doubt, pricing is based on a floor of 60 sworn officers, and will not decrease even if fewer than 60 sworn officers are employed.

Mark43 will notify Subscriber of any changes to the Fees for a Renewal Term at least forty-five (45) days prior to the start of the Renewal Term.

5. Payment Schedule. Subscriber will pay the Fees on the following schedule upon receipt of invoice:
   a. Initial Term: $656,050.00.
### Payment Timeline

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<tr>
<td><strong>Base Year (due at Contract Signing).</strong></td>
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<td>Includes Services charges plus Year 1 subscription</td>
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<tr>
<td><strong>Year 2 (due on first anniversary of Effective Date)</strong></td>
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<td><strong>Year 3 (due on second anniversary of Effective Date)</strong></td>
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<td><strong>Year 4 (due on third anniversary of Effective Date)</strong></td>
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<td><strong>Year 5</strong></td>
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<td>Total Payments on Initial Term</td>
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b. Renewal Term: Fees for any Renewal Term will be paid on the first day of the Renewal Term.

6. **Support Services.** As part of the SaaS Services, subject to Section 2.4, Mark43 shall establish, sufficiently staff and maintain the organization and processes necessary to provide telephone and/or email based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to Subscriber and its Authorized Users to support Subscriber’s use, deployment and validation of the SaaS Services on a 24x7 basis, and after normal business hours and on holidays, as necessary to support Mark43’s obligations under this Agreement. The contact information for Mark43’s technical support organization is Support@mark43.com and Mark43 will notify Subscriber in writing of any changes no less than 5 days in advance. Mark43 shall provide Subscriber with online access to its known-problem database and any other resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Mark43’s other customers. The Mark43 account manager or primary point of contact for Subscriber with respect to this Agreement will be Madeleine Smith (madeleine.smith@mark43.com).

7. **Service Levels.** Mark43 shall provide the Applications in accordance with the following services levels.

a. **Service Levels for the Records Management System and Evidence Management Applications (hereinafter, “RMS”).**

   i. **RMS Availability.** During any calendar month of a Regular Usage Period, the RMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the RMS (“RMS Scheduled Downtime”); provided, however, that Mark43 is not responsible for any downtime of the RMS caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein; provided, further, that Mark43 shall be responsible for any downtime of RMS caused by Integrated Third Party Software (as defined below) solely to the extent specified in Section 71 below (“Service Levels for Integrated Third Party Software”). Mark43 shall provide Subscriber with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the RMS, as well as continual periodic updates during the unscheduled downtime regarding Mark43’s progress in remedying the unavailability and the estimated time at which the RMS shall be available.

   ii. **RMS Service Credits.** In the event that Mark43 fails to make the RMS available at least 99.9% of the time in any given month during the Regular Usage Period due to RMS Unavailability (as defined below), Mark43 will credit the Subscriber’s account for the unavailable RMS as follows:

<table>
<thead>
<tr>
<th>RMS Availability (Monthly)</th>
<th>Credit Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Above 99.9%</td>
<td>0%</td>
</tr>
<tr>
<td>99.8 – 99.0%</td>
<td>10%</td>
</tr>
<tr>
<td>98.9 – 98.0%</td>
<td>20%</td>
</tr>
<tr>
<td>Below 97.9%</td>
<td>30%</td>
</tr>
</tbody>
</table>
“RMS Unavailability” is defined as the percentage of minutes per month in which the RMS is completely unavailable for Subscriber’s use (but not the use of any one Authorized User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled Downtime for maintenance (whether by Mark43, by a vendor, or by Subscriber); (b) acts or omissions of Subscriber or any Subscriber user of the RMS; (c) server downtime related to connectivity issues resulting from Third Party-managed VPN access to hosted server or Subscriber internal network problems; (d) defects or bugs in the Applications or Software caused by Subscriber, any Authorized User, or any Affiliate, employee, agent or independent contractor of Subscriber; or (e) any other cause(s) beyond Mark43’s reasonable control, including but not limited to those caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), Third Party Components, overall internet congestion or a force majeure. Subscriber will be responsible for immediately notifying Mark43 of all Third Party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise.

“Credit Percentage” means the applicable percentage of the portion of the Fees attributable to Services in the calendar month in which the RMS Unavailability occurs. For example, if Subscriber has paid Mark43 $1,000 for one year of a Regular Usage Period, and the RMS Availability falls to 99.5% during any calendar month in that year, then Mark43 will owe Subscriber a 10% credit on that month’s portion of the Fee, or: $1,000/12 = $83.33 per month, and 10% of $83.33 = $8.33. In this example, Mark43 would owe Subscriber $8.33 in credit for the month in which RMS Availability fell to 99.5%.

In order to receive this credit, Subscriber must notify Mark43 in writing within fifteen (15) days following the end of the month the RMS Unavailability occurred. All claims are subject to review and verification by Mark43 prior to any credits being granted. Mark43 will acknowledge credit requests within fifteen (15) business days of receipt and will inform Subscriber whether such claim request is approved or denied. The issuance of RMS Service Credit by Mark43 hereunder is Subscriber’s sole and exclusive remedy for any failure by Mark43 to satisfy the service levels set forth in this Section 7(a).

b. Service Levels for the Computer Aided Dispatch Application (CAD).

i. CAD Availability. During any calendar month of a Regular Usage Period, CAD shall be available to Subscriber no less than 99.95% of the time on a 24x7 basis, excluding scheduled maintenance of CAD ("CAD Scheduled Downtime"); provided, however, that Mark43 shall not be responsible for downtime of CAD under this section caused by Third Party Data services (e.g. Department of Motor Vehicles license plate database), or Third Party Components, and such Third Party downtime will not count against the service levels promised herein. Any CAD Scheduled Downtime shall be scheduled on minimal traffic days whenever possible. The parties agree that the total amount of CAD Scheduled Downtime shall not exceed 60 minutes during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Agreement as soon as it becomes aware of any actual or potential unavailability of CAD other than CAD Scheduled Downtime ("CAD Unscheduled Downtime"), as well as continual periodic updates during the CAD Unscheduled Downtime regarding Mark43’s progress in remedying the unavailability and the estimated time at which the CAD shall be available.

ii. Error Response and Resolution. When reporting a failure of the CAD to Mark43 (a “CAD Error”), Subscriber shall identify the CAD Error as a Severity Level 1, 2, or 3 (each defined below) based on Subscriber’s initial evaluation. If Mark43 becomes aware of a Severity Level 1 or 2 CAD Error, Mark43 shall promptly, but in no event to exceed the Initial Response timeframe in the chart set forth below, notify Subscriber, and such notice shall identify the CAD Error as a Severity Level 1 or 2 CAD Error based on Mark43’s initial evaluation. Mark43 and Subscriber shall cooperate in good faith to jointly determine whether a CAD Error is a Severity Level 1, 2, or 3 CAD Error; provided, however, that in the event that Mark43 and Subscriber cannot come to such joint determination despite such good faith cooperation, Mark43’s determination shall control. Subscriber may report to Mark43 any Severity Level 1 or 2 CAD Error 24 hours per day, 7 days per week, and any Severity Level 3 CAD Error during Mark43’s normal business hours. Upon notification by Subscriber of a CAD Error, Mark43 shall commence and diligently pursue correction of such CAD Error, at all times employing at least the level of effort (“Level of Effort”) designated in the chart set forth below and in all instances providing an Initial Response, temporary resolution or fix (a "Work Around") and a permanent fix (a “Permanent Correction”) to Subscriber within the timeframes in the chart set forth below, as measured from the earlier of the time that Subscriber notifies Mark43 or Mark43 first becomes aware of a CAD Error. Mark43 shall provide Subscriber with updates to the status of Mark43’s efforts (the “Status Updates”) by telephone, email or such other means as may be reasonably designated by Subscriber from time to time, no less frequently than the timeframes identified in the chart set forth below. For the avoidance of doubt, a CAD Error does not include, and
Mark43 will not be responsible for, any feature or functionality of the CAD that is not set forth in Section 1(b)(i)(2) of this Schedule A or in a project plan created for Subscriber by Mark43.

1. "Severity Level 1 CAD Error" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, renders the CAD or any material portion thereof inoperative, or materially impairs use of the CAD in a production environment. Examples of Severity Level 1 CAD Errors include, without limitation, situations in which the CAD are inoperative and causing dispatchers to experience a total loss of service, continuous or frequent instabilities, a loss of connectivity or inability to communicate as intended, or there is an inability to process transactions, the creation of a hazard or emergency, or the inability to use a primary feature or function of the CAD.

2. "Severity Level 2 CAD Error" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, substantially impairs use of one or more features or functions of the CAD, which constitute less than a material portion thereof, in a production environment, or any CAD Error occurring in a testing or other non-production environment that, if occurring in a production environment, would constitute a Severity Level 1 CAD Error. Examples of Severity Level 2 CAD Errors include, without limitation, situations in which a CAD Error is causing intermittent impact to dispatchers, loss of redundancy, loss of routine administrative or diagnostic capability, or inability to use a secondary feature or function of the CAD.

3. "Severity Level 3 CAD Error" means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, has a minimal impact on the performance or operation of the CAD. Examples of Severity Level 3 CAD Errors include, without limitation, a CAD Error having only a minimal impact on dispatchers and CAD Errors seen in a test or other non-production environment that, if deployed in a production environment, would not constitute a Severity Level 1 CAD Error.

### CAD Service Credits

Mark43’s failure to meet the CAD services levels set forth in Section 7(b) during any calendar month of a Regular Usage Period entitles Subscriber to Fee credits (the "CAD Service Credit(s)") calculated as set forth below. Any CAD Service Credits owed to Subscriber hereunder shall offset against any subsequent Fees owed by Subscriber and shall be Subscriber’s sole and exclusive remedy with respect to Mark43’s failure to provide the CAD. If Mark43 fails to meet the CAD service levels set forth in this Section 7(b) in any applicable calendar month during the Regular Usage Period, then Mark43 shall credit Subscriber five percent (5%) of the portion of the Fees attributable to CAD Services in the calendar month in which such CAD service level failure occurs. The applicable CAD Service Credits will be applied to the next invoice. Only one CAD Service Credit for failure to meet the applicable service level shall be granted for each Service in a calendar month of the Regular Usage Period.

### Service Levels for Integrated Third Party Software

Notwithstanding anything else to the contrary contained herein, Mark43 shall be responsible for any downtime of or related to the Applications or Integrated Third Party Software (as defined below) that is caused by Integrated Third Party Software solely to the extent specified in this Section 7(c). Credit Percentages Service Credits referenced elsewhere in this Contract shall not apply to downtime caused by Integrated Third Party Software or the integrations or connections to Integrated Third Party Software.

### Availability of Third Party Applications

This Schedule identifies specific Third Party Application integrations (the "Integrated Third Party Software") to be performed by Mark43 during the Professional Service Levels.
Services Period, and the Subscriber’s and Mark43’s respective rights regarding acceptance of those Services. During the Regular Usage Period, the Integrated Third Party Software shall be operational no less than 99.9% of the time on a 24x7 basis, excluding any scheduled maintenance of the Integrated Third Party Software (whether scheduled by Mark43 or by the third party provider, the “Integration Scheduled Downtime”); provided, however, that Mark43 shall not be responsible for downtime caused by upgrades or updates to Integrated Third Party Software of which Mark43 does not receive the requisite advance notice specified in the next two paragraphs, and such downtime will not count against the service levels promised herein. Mark43 agrees that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further agree that Mark43 shall not schedule in excess of 90 minutes of Integration Scheduled Downtime in during any 30-day period. Mark43 shall provide Subscriber with immediate telephone notification to the point of contact set forth in the Contract as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime (“Integration Unscheduled Downtime”), as well as continual periodic updates during the Integration Unscheduled Downtime regarding Mark43’s progress in remedying the unavailability and the estimated time at which the Integration shall be available.

ii. **Responsibilities for Planned Updates.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than forty-five (45) days’ advance notice, of any update by the Third Party provider of Integrated Third Party Software. Mark43 shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third Party Software.

iii. **Responsibilities for Planned Upgrades.** Subscriber shall provide Mark43 with prompt notice, and in no case fewer than ninety (90) days’ advance notice, of any planned upgrade by the Third Party provider of Integrated Third Party Software. Mark43 shall evaluate the time and resources required to patch, repair or update the Software in order to integrate it with the upgraded Integrated Third Party Software. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Mark43 would develop a patch, repair, update or Upgrade to integrate the Software with the Integrated Third Party Software.
SCHEDULE B

Transition Assistance

Upon termination of the Agreement for any reason, and subject to all Fees due being paid in full, Mark43 will create searchable PDFs of each record (each, a “Record”) and provide them to the Subscriber for download. Subscriber may request, and Mark43 will consider, other formats in which to create the Records, such as CSV, etc. The final format of all Records will be mutually determined by the Parties and if agreement is not possible, then by Mark43 in Mark43’s reasonable discretion. Records can be uploaded to Subscriber’s new records management system by the Subscriber or its new vendor.

1. Preparation
   a. The Subscriber will provide the desired cutoff date of the SaaS Services (the “Cutoff Date”), at which time all existing user accounts will be terminated.
   b. Mark43 will provide one (1) account for the Subscriber to access a web-based storage platform to retrieve Subscriber documents and Records (the “Transition Account”). The Transition Account will be available to Subscriber for thirty (30) days prior to the Cutoff Date.

2. Content
   a. Each Report in Mark43 will be recreated as a searchable PDF (or other mutually agreed to format as described above) using the standard Mark43 format then in use.
   b. All archive files will be accessible via the internet on the Cutoff Date.

3. Support
   a. Mark43 will maintain Subscriber data in Mark43 for up to 1 year following the Cutoff Date.
   b. Mark43 will maintain Subscriber PDF archives for up to 2 years following the Cutoff Date.
   c. Mark43 will resolve any issues it deems to be the result of errors in the Mark43 platform or export process for a period of six (6) months after the Cutoff Date.
   d. No less than 1 year after the Cutoff Date, Mark43 will delete Subscriber Data from all Mark43 online systems (e.g. primary database, replica databases, search databases, application caches, etc.) other than database backups, audit logs and server system logs.
   e. Within 6 months from the date of deletion of Subscriber Data from all Mark43 online systems, all Subscriber Data will be erased from database backups.
   f. Notwithstanding the foregoing, Mark43 reserves the right to retain Subscriber Data on audit logs and server system logs and in support tickets, support requests and direct communications with Mark43.

Transition Assistance as outlined in this Schedule B is included in the Fees charged to Subscriber for the Services. Fees are due and payable up to the Cutoff Date. In the event that any Fees have not been paid as required in this Agreement, Mark43 may retain all Records and decline to provide the support outlined in Section 3 of Schedule B above until such Fees are paid in full.
SCHEDULE C

Technical Requirements

Technical Requirements:

This Schedule lists the minimum technical requirements required for Mark43's RMS, CAD, Data Exchange, and Evidence Management applications. This also describes the requirements for Mark43 interface servers. Third Party Providers and subcontractors may have additional requirements that are not listed here.

1. **MARK43 RMS**

   1.1 RMS Workstation Requirements

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum</th>
<th>Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>1x dual-core processor</td>
<td>1x dual-core processor or greater</td>
</tr>
<tr>
<td>Architecture</td>
<td>x64 / x86</td>
<td>x64</td>
</tr>
<tr>
<td>Memory</td>
<td>2 GB</td>
<td>4 GB+</td>
</tr>
<tr>
<td>Network Card</td>
<td>1x 2Mbps+ NIC</td>
<td>1x 10Mbps+ NIC</td>
</tr>
<tr>
<td>Display(s)</td>
<td>1x 1024x768</td>
<td>1 x 1920x1080</td>
</tr>
<tr>
<td>Hard Drive</td>
<td>1 GB available space</td>
<td>5 GB available space</td>
</tr>
<tr>
<td>Graphics Card</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Bandwidth</td>
<td>2 Mbps</td>
<td>5+ Mbps</td>
</tr>
</tbody>
</table>

RMS Workstation Site Internet Requirements

The Mark43 platform operates as a single-page application where most of the heavy download load is needed only on initial page load for each user. Mark43 recommends for the RMS application an overall internet bandwidth connection of 1+ Mbps per concurrent user using that connection. Actual performance and usage may vary greatly depending on user usage of other internet-connected applications and your ISP.
1.2 RMS Browser Requirements

Mark43 RMS is web-based and requires a modern web browser to access the system. Mark43 RMS supports all versions of Microsoft Internet Explorer and Google Chrome that receive technical support and security updates from the browser vendor.

- Google Chrome (latest)
- Microsoft Internet Explorer: All versions of Microsoft Internet Explorer that receive technical support and browser updates. (As of 10/15/2017 this is IE 11+, Microsoft Edge)

1.3 RMS Mobile Data Terminal Requirements

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum</th>
<th>Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating System</td>
<td>Windows 7+, Mac OS X 10.X</td>
<td>Windows 10, Mac OS 10.X</td>
</tr>
<tr>
<td>Processor</td>
<td>1x dual-core processor</td>
<td>1x dual-core processor or greater</td>
</tr>
<tr>
<td>Architecture</td>
<td>x64 / x86</td>
<td>x64</td>
</tr>
<tr>
<td>Memory</td>
<td>2 GB</td>
<td>4 GB+</td>
</tr>
<tr>
<td>Network Card</td>
<td>2 Mbps (4G LTE)</td>
<td>5+ Mbps (4G LTE)</td>
</tr>
<tr>
<td>Display(s)</td>
<td>1x 1024x768</td>
<td>1x 1024x768+</td>
</tr>
<tr>
<td>Hard Drive</td>
<td>1 GB available space</td>
<td>5 GB available space</td>
</tr>
<tr>
<td>Graphics Card</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Mark43 CAD

CAD Call Taker / Dispatcher Workstations

Mark43 recommends solely using the Mark43 CAD installed windows application for CAD call takers and dispatchers. The installed application allows for multi-window functionality and a more seamless user experience for power-users of the CAD application.

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum</th>
<th>Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating System</td>
<td>Windows 7+, Mac OS X 10.X</td>
<td>Windows 10, Mac OS 10.X</td>
</tr>
<tr>
<td>Processor</td>
<td>1x dual-core processor</td>
<td>1x quad-core processor or greater</td>
</tr>
<tr>
<td>Architecture</td>
<td>x64</td>
<td>x64</td>
</tr>
<tr>
<td>Memory</td>
<td>4 GB</td>
<td>8 GB+</td>
</tr>
<tr>
<td>Network Card</td>
<td>1x 2Mbps+ NIC</td>
<td>1x 10 Mbps+ NIC</td>
</tr>
<tr>
<td>Display(s)</td>
<td>1 x 1024x768 monitor</td>
<td>2x+ 1920x1080 monitors</td>
</tr>
<tr>
<td>Hard Drive</td>
<td>1 GB available space</td>
<td>5 GB available space</td>
</tr>
<tr>
<td>Graphics Card</td>
<td>N/A</td>
<td>2x 512MB NVIDIA Quadro NVS 310, 4 MON</td>
</tr>
<tr>
<td>Bandwidth</td>
<td>2 Mbps</td>
<td>10+ Mbps</td>
</tr>
</tbody>
</table>

1.1 CAD Call Taker / Dispatcher Workstation Site Internet Requirements

The Mark43 platform operates as a single-page application where most of the heavy download load is needed only on initial page load for each user. Mark43 highly recommends for the CAD application an overall internet bandwidth...
connection of 2+ Mbps per concurrent user using that connection and a backup ISP connection with automatic failover. Actual performance and usage may vary greatly depending on user usage of other internet-connected applications and your ISP.

### 1.2 CAD First Responder Mobile Data Terminal Requirements

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum</th>
<th>Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating System</td>
<td>Windows 7+, Mac OS X 10.X</td>
<td>Windows 10, Mac OS 10.X</td>
</tr>
<tr>
<td>Processor</td>
<td>1x dual-core Processor</td>
<td>1x dual-core processor or greater</td>
</tr>
<tr>
<td>Architecture</td>
<td>x64</td>
<td>x64</td>
</tr>
<tr>
<td>Memory</td>
<td>2 GB</td>
<td>4 GB+</td>
</tr>
<tr>
<td>Network Card</td>
<td>2 Mbps+ (4G LTE)</td>
<td>5 Mbps+ (4G LTE)</td>
</tr>
<tr>
<td>Display(s)</td>
<td>1 x 1024x768</td>
<td>1 x 1024 x 768</td>
</tr>
<tr>
<td>Hard Drive</td>
<td>1 GB available space</td>
<td>5 GB available space</td>
</tr>
<tr>
<td>Graphics Card</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Bandwidth</td>
<td>2 Mbps+ (4G LTE)</td>
<td>5 Mbps+ (4G LTE)</td>
</tr>
</tbody>
</table>

Mark43 CAD Web Application (First Responder & Dispatch)

Mark43 CAD is also web-based and requires a modern web browser to access the system. Mark43 CAD is only supported for the latest version of Google Chrome. All other users are recommended to use the installed version of the application.

### 2. Mark43 Evidence Management

#### 2.1 Evidence Workstation Requirements

Evidence workstation requirements mirror the RMS workstation requirements. As evidence is loaded as a module of the RMS.

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum</th>
<th>Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating System</td>
<td>Windows 7+, Mac OS X 10.X</td>
<td>Windows 10, Mac OS 10.X</td>
</tr>
<tr>
<td>Processor</td>
<td>1x dual-core processor</td>
<td>1x dual-core processor or greater</td>
</tr>
<tr>
<td>Architecture</td>
<td>x64 / x86</td>
<td>x64 / x86</td>
</tr>
<tr>
<td>Memory</td>
<td>4 GB</td>
<td>6 GB+</td>
</tr>
<tr>
<td>Network Card</td>
<td>1 x 2Mbps+ NIC</td>
<td>1 x 10Mbps+ NIC</td>
</tr>
<tr>
<td>Screen Resolution</td>
<td>1024x768</td>
<td>1920x1080</td>
</tr>
<tr>
<td>Hard Drive</td>
<td>1 GB available space</td>
<td>5 GB available space</td>
</tr>
<tr>
<td>Display(s)</td>
<td>1 x 1024x768 monitor</td>
<td>1 x 1920x1060</td>
</tr>
<tr>
<td>Graphics Card</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Bandwidth</td>
<td>2 Mbps</td>
<td>5+ Mbps</td>
</tr>
</tbody>
</table>

#### 2.2 Evidence Smartphone Mobile Application

- Platforms:
  - Android version 5+
- Recommended Device:
  - Samsung Galaxy S7+

### 2.3 Evidence Barcode Printer Requirements

Mark43 Evidence product requires a barcode printer to optimize the evidence management process. Mark43 integrates seamlessly with Zebra barcode printing hardware and requires the following characteristics from its printers:

- Prints 4" x 2" labels horizontally
- At least 300 DPI resolution
- Thermal Transfer
- Zebra Programming Language (ZPL)
- USB or Ethernet connectivity

<table>
<thead>
<tr>
<th>DEVICE TYPE</th>
<th>SUPPORTED MODELS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Smartphone</td>
<td>Android phone version 5.0+</td>
</tr>
<tr>
<td>Barcode printer</td>
<td>Brand: Zebra</td>
</tr>
<tr>
<td></td>
<td>Desktop Printers</td>
</tr>
<tr>
<td></td>
<td>420t, GX420t, GX430t, and ZD500</td>
</tr>
<tr>
<td></td>
<td>Industrial Printers</td>
</tr>
<tr>
<td></td>
<td>110Xi4, 140Xi4, 170Xi4, 220Xi4, ZT220, ZT230,</td>
</tr>
<tr>
<td></td>
<td>ZT410, and ZT420</td>
</tr>
</tbody>
</table>

Below are listed specific models that have been tested to work with Mark43’s evidence module.

- Zebra GX43-102410-000

### Label Requirements

The Mark43 Evidence module can currently only print on horizontal 4x2 inch labels. We recommend Thermal Transfer labels, which need a separate ink ribbon

### 3. MARK43 DATA EXCHANGE (IF APPLICABLE)

The Mark43 Data exchange functionality is enabled through either the RMS or CAD applications. Additional interface servers may be required to support Mark43 Data Exchange data flows, depending on the department’s size and complexity.

### 4. MARK43 INTERFACE SERVERS (IF APPLICABLE)

If 3rd party integrations are required, interface server(s) may be installed on site. The requirements of an interface server are as follows. The recommended number of interface servers needed depends on the interface requirements of the agency as well as the number of users supported by the data exchange product.

<table>
<thead>
<tr>
<th>Item</th>
<th>Minimum</th>
<th>Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating System</td>
<td>Ubuntu Linux (latest LTS)</td>
<td>Ubuntu Linux (latest LTS)</td>
</tr>
<tr>
<td>Processor speed &amp; quantity</td>
<td>4x CPUs</td>
<td>8x+ CPUs</td>
</tr>
<tr>
<td>Architecture</td>
<td>x64 / x86</td>
<td>x64 / x86</td>
</tr>
<tr>
<td>Memory</td>
<td>8 GB</td>
<td>16+ GB</td>
</tr>
<tr>
<td>Network Card</td>
<td>1x 100 Mbps NIC</td>
<td>2x 1Gbps NICs</td>
</tr>
<tr>
<td>Display(s)</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Hard Drive</td>
<td>250 GB</td>
<td>500 GB</td>
</tr>
<tr>
<td>Graphics Card</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
SCHEDULE D

Additional License Terms

Google:

Google Maps Terms: https://maps.google.com/help/terms_maps.html
Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

Amazon:

Universal Service Terms: https://aws.amazon.com/service-terms/
Acceptable Use: https://aws.amazon.com/aup/

Datamaxx:
See Exhibits C, D, E
EXHIBIT A
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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).

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Lockton Companies
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New York NY 10036
646-572-7300

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Mark43 Inc.
28 East 28th Street, 12 Flr.
New York NY 10016
1436381

CONTACT
NAME: 
PHONE: 
EMAIL: 

INSURER(S) AFFORDING COVERAGE
INSURER A : Continental Casualty Company
NAIC # : 20443
INSURER B : National Fire Insurance Co of Hartford
NAIC # : 20478
INSURER C : ACE American Insurance Company
NAIC # : 22667

COVERAGES
CERTIFICATE NUMBER: 15277283
REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INS NR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL. SUBR. INS (NO.)</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE X OCCUR</td>
<td>Y N 6056688404</td>
<td>1/26/2018</td>
<td>1/26/2019</td>
<td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence)</td>
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<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>OWNED AUTOS ONLY</td>
<td>X Y N 6056688399</td>
<td>1/26/2018</td>
<td>1/26/2019</td>
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<tr>
<td>C</td>
<td>UMBRELLA LIABILITY</td>
<td>EXCESS LIABILITY</td>
<td>N N 6056688449</td>
<td>1/26/2018</td>
<td>1/26/2019</td>
<td>EACH OCCURRENCE</td>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Novato, its officers, officials, employees and volunteers are included as additional insured on a primary and non-contributory basis as required by written contract. Waiver of Subrogation applies per written contract. 30 days notice of cancellation applies except for 10 days non-payment of premium.

CERTIFICATE HOLDER
15277283
The City of Novato
922 Machin Ave
Novato, CA 94945

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michael A. Calabrese

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EXHIBIT B

Business License  (In Progress)
MASTER SUBSCRIPTION AGREEMENT

Customer Full Legal Name:  Novato, California Police Department

Customer Primary Address:

Customer Authorized Point of Contact:

This Master Subscription Agreement ("Agreement") is between Datamaxx Applied Technologies, Inc., a Florida corporation with its principal place of business at 2001 Drayton Drive, Tallahassee, Florida 32311 ("Datamaxx") and the Customer named above. This Agreement is effective as of the latest of the dates beneath the parties’ signatures below (the “Effective Date”).

1. DEFINITIONS

1.1 “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct ownership or control of more than 50% of the voting interests of the subject entity.

1.2 “Confidential Information” means non-public information, data or oral information whether subsequently reduced to written form or not, received by one party from the other and clearly identified by the disclosing party in writing as confidential, or which in the context of the disclosure and/or the information, would ordinarily be understood to be confidential along with the terms and conditions of this Agreement.

1.3 “Customer” means the customer named above and its Affiliates.

1.4 “Customer Data” means all electronic data or information submitted by Customer to Datamaxx or through the Services.

1.5 “Customer Transaction Data” means all transactions submitted by Customer to Datamaxx through the Services, and all information and results generated by or through such transactions.

1.6 “Intellectual Property Rights” means the rights associated with the following: (i) all United States and foreign patents and applications therefor; (ii) all trade-secret rights and all other rights in or to confidential business or technical information; (iii) all copyrights, copyright registrations and applications therefore and all other rights corresponding thereto throughout the world; (iv) trademarks, service marks, trade dress rights and similar designation of origin and rights therein (“TRADEMARKS”); and (v) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

1.7 “Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

1.8 “Non-Datamaxx Applications” means online applications and offline software products that are provided by entities or individuals other than Datamaxx and are clearly identified as such, and that interoperate with the Services.

1.9 “Order Forms” means the documents for placing orders hereunder that are signed by authorized representatives of Customer and Datamaxx or any of their respective Affiliates from time to time, including associated Statements of Works and any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

1.10 “Services” means the products, software and services that are ordered by Customer under an Order Form.
1.11 “Subscription” or “Subscription Period” means the access to the Services as agreed to by the parties via the Order Forms during the term of this Agreement.

1.12 “Users” means individuals who are authorized by Customer to use the Services under Subscription and who have been supplied user credentials by Customer (or by Datamaxx at Customer’s request). Users may include but are not limited to employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. SERVICES

2.1 Provision of Services. Datamaxx shall make the Services available as are requested by Customer pursuant to this Agreement and the applicable Order Forms during the term of this Agreement. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future improvement in functionality or features nor dependent upon any oral or written public comments made by Datamaxx regarding future improvement in functionality or features.

2.2 Datamaxx Responsibilities. Datamaxx shall: (i) provide Datamaxx Support for the Services to Customer at no additional charge; (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Datamaxx shall give at least 8 hours written notice to Customer and which Datamaxx shall schedule to the extent practicable during the weekend hours from 9:00 p.m. Friday to 3:00 a.m. Monday Eastern time), or (b) any unavailability caused by unforeseeable circumstances beyond Datamaxx’s reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Datamaxx employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Services in accordance with applicable laws and government regulations. Datamaxx shall supply to Customer secure access to a Developer Sandbox environment for testing and development purposes. This environment will be accessible so long as Services are paid by Customer and this Agreement is valid. In addition, Datamaxx shall maintain all licenses/cross-licenses, permits, permissions, authorizations, connectivity, and data access and usage rights necessary for it to provide the Services.

2.3 Customer Responsibilities. Customer shall (i) be responsible for Users’ compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Customer Data and of the means by which it acquired Customer Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Datamaxx promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with applicable laws and government regulations. Customer shall not (a) make the Services available to anyone other than authorized Users, (b) sell, resell, rent or lease the Services on a stand-alone basis, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3. NON-DATAMAXX PROVIDERS

3.1 Acquisition of Non-Datamaxx Products and Services. Datamaxx or third parties may from time to time make available to Customer third-party products or services, including but not limited to Non-Datamaxx Applications and implementation, customization and other consulting services. Any acquisition by Customer of such non-Datamaxx products or services, and any exchange of data between Customer and any non-Datamaxx provider, is solely between Customer and the applicable non-Datamaxx provider. Datamaxx does not warrant or support non-Datamaxx products or services, whether or not they are designated by Datamaxx as “certified” or otherwise. No purchase of non-Datamaxx products or services is required to use the Services except a supported computing device, operating system, web browser and Internet connection.

3.2 Non-Datamaxx Applications and Customer Data. If Customer installs or enables Non-Datamaxx Applications for use with Services, Customer acknowledges that Datamaxx may allow providers of those
3.3 Integration with Non-Datamaxx Applications. The Services may contain features designed to interoperate with Non-Datamaxx Applications. To use such features, Customer may be required to obtain access to such Non-Datamaxx Applications from their providers. If the provider of any such Non-Datamaxx Application ceases to make the Non-Datamaxx Application available for interoperation with the corresponding Service features on reasonable terms, Datamaxx may cease providing such Service features without entitling Customer to any refund, credit, or other compensation.

4. PAYMENT TERMS

4.1 Payment Terms. Payments are due and payable upon the Effective Date of this Agreement or as negotiated and attached to this Agreement as Schedule A. Additionally, payment obligations are non-cancelable and non-refundable.

4.2 Invoicing and Payment. Payment due upon the Effective Date of this Agreement or as otherwise noted in Schedule A of this Agreement. Datamaxx and Customer are responsible for providing one another with complete and accurate billing and contact information and notifying one another of any changes to such information.

4.3 Overdue Charges. If any amounts invoiced hereunder are not received by Datamaxx within 30 days of the due date, then at Datamaxx’s discretion, (a) such amounts may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is higher, from the date such payment was due until the date paid, and/or (b) Datamaxx may condition future subscription renewals and Order Forms on payment terms shorter than those specified above in its sole discretion.

4.4 Suspension of Service. If any charge owing by Customer is 30 days or more past the due date, Datamaxx may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided Datamaxx has given Customer 10 or more days’ prior written notice that its account is overdue in accordance with the “Notices” section below.

4.5 Payment Disputes. Datamaxx shall not exercise its rights under the “Overdue Charges” or “Suspension of Service” section above if Customer is disputing the applicable charges only in the event of the Services being unavailable.

4.6 Taxes. Unless otherwise stated, Datamaxx fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Datamaxx has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Datamaxx with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Datamaxx is solely responsible for taxes assessable against it based on its income, property and employees.

5. PROPRIETARY RIGHTS

5.1 Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, Datamaxx reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2 Restrictions. Customer shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as permitted herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer’s own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or (v)
access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3 Customer Applications and Code. If Customer, or a third party acting on Customer’s behalf creates applications or program code using the Services, Customer authorizes Datamaxx to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Datamaxx to provide the Services in accordance with this Agreement. Subject to the above, Datamaxx acquires no right, title or interest from Customer or its licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

5.4 Suggestions. Datamaxx shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Services.

5.5 Federal Government End User Provisions. Where applicable, Datamaxx provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data – Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Datamaxx to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

6. CONFIDENTIALITY

6.1 Protection and Limited Use of Confidential Information. The parties hereto shall comply with any executed and effective Mutual Non-Disclosure Agreements (NDA) entered into by the parties. This Agreement, and the relationship of the parties under this Agreement, shall be considered Confidential Information; provided, however, that Customer may disclose to its customers the relationship of the parties under this Agreement. In addition, all Customer Data and all Customer Transaction Data shall be considered Confidential Information.

6.2 During the term of this Agreement, Customer shall refrain from contracting with or disclosing the terms of this Agreement to other providers with capabilities or services similar to Datamaxx.

7. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

7.1 Datamaxx Warranties. Datamaxx warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) the Services shall be performed in a professional and workmanlike manner, in conformance with applicable industry standards and in compliance with applicable law, (iii) the functionality or usability of the Services will not be materially decreased during a subscription term, and (iv) it will not transmit Malicious Code to Customer, provided it is not a breach of this subpart (iv) if Customer or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. Datamaxx further warrants that it is the owner of, or is otherwise licensed to grant the rights granted hereunder, in the Services and that any intellectual property covered by this Agreement is original and does not infringe on any third party’s patents, trademarks, trade secrets, copyrights, or other proprietary rights. To the extent that the Services incorporate a third party’s proprietary materials, methods or systems, Datamaxx warrants that it has obtained all authorizations necessary for such incorporation and will continue to obtain such permissions as are necessary. Further, Datamaxx warrants that it will maintain all licenses, permits, permissions, agreements, authorizations, connectivity, and data access and usage rights necessary for it to provide the Services and other rights necessary for the performance of Services. For any breach of a warranty above, Customer’s exclusive remedies shall be as provided in the “Indemnification,” and “Termination for Cause” sections below unless otherwise provided herein or in an Order Form.
7.2 **Mutual Warranties.** Datamaxx and Customer each warrant that they have validly entered into this Agreement and have the legal power to do so. Datamaxx and Customer further warrant that they will not transmit Malicious Code to the other party or to the Services.

7.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.4 **Non-GA Services.** From time to time Datamaxx may invite Customer to try, at no charge, Datamaxx products or services that are not generally available to Datamaxx customers (“Non-GA Services”). Customer may accept or decline any such trial in its sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Non-GA Services are not considered “Services” hereunder and are provided “AS IS” with no express or implied warranty. Datamaxx may discontinue Non-GA Services at any time in its sole discretion and is under no obligation hereunder to make them generally available.

8. **MUTUAL INDEMNIFICATION**

8.1 **Indemnification by Datamaxx**

8.1.1 **General.** Datamaxx shall defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the use of the Services infringes or misappropriates the intellectual property rights of a third party or violates applicable law, regulation or any Government policy or requirements or arising from a violation of the “Proprietary Rights” or “Confidentiality” sections hereunder (a “Claim Against Customer”), and shall indemnify and hold harmless Customer for any damages, attorneys fees, penalties, fees, fines and costs finally awarded against Customer as a result of, and for any amounts paid by Customer under a settlement of, a Claim Against Customer. Customer shall (a) promptly give Datamaxx written notice of the Claim against Customer, (b) give Datamaxx sole control of the defense and settlement of the Claim Against Customer (provided that Datamaxx may not settle any Claim Against Customer unless such settlement unconditionally releases Customer of all liability), and (c) provide to Datamaxx all reasonable assistance, at Datamaxx’s expense.

8.1.2 **Further Rights and Obligations Regarding IP.** In the event of a Claim Against Customer as described in Section 8.1.1, or in the event Datamaxx reasonably believes the Services may infringe or misappropriate, in addition to the obligations set forth herein Datamaxx may in its discretion and at no cost to Customer (i) modify the Services, at no cost to Customer, so that they no longer infringe or misappropriate, without breaching Datamaxx’s warranties under “Datamaxx Warranties” above, (ii) obtain a subscription, at no cost to Customer, for Customer’s continued use of the Services in accordance with this Agreement, or (iii) terminate this Agreement and any Order Form under this Agreement for such Services upon ninety (90) days written notice and refund Customer any prepaid fees covering the remainder of the term of such Subscriptions after the effective date of termination, and fully and finally release Customer from any further purchase obligations under this Agreement or any Order Forms.

8.2 **Indemnification by Customer.** Customer shall defend Datamaxx against any claim, demand, suit or proceeding made or brought against Datamaxx by a third party, alleging that the Customer Data infringes or misappropriates the intellectual property rights of such third party or violates applicable law, regulation or any Government policy or requirements arising from a violation of the "Proprietary Rights" or “Confidentiality” sections hereunder (a “Claim Against Datamaxx”), and shall indemnify and hold harmless Datamaxx for any damages, attorneys fees, penalties, fees, fines and costs finally awarded against Datamaxx as a result of, or for any amounts paid by Datamaxx under a settlement of a Claim Against Datamaxx. Datamaxx shall (a) promptly give Customer written notice of the Claim Against Datamaxx, (b) give Customer sole control of the defense and settlement of the Claim Against Datamaxx (provided that Customer may not settle any Claim Against Datamaxx unless such settlement unconditionally releases Datamaxx of all liability), and (c) provide to Customer all reasonable assistance, at Customer’s expense.
8.3 Exclusive Remedy. This “Mutual Indemnification” section states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of claim described in this section.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. EXCEPT WITH RESPECT TO THE “MUTUAL INDEMNIFICATION” SECTION ABOVE, NEITHER PARTY’S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF $500,000 OR THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT PROVIDED THAT EXCEPT WITH RESPECT TO THE “MUTUAL INDEMNIFICATION” SECTION ABOVE, IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE FOREGOING SHALL NOT LIMIT CUSTOMER’S PAYMENT OBLIGATIONS UNDER THE “PAYMENT TERMS” SECTION ABOVE.

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE “MUTUAL INDEMNIFICATION” SECTION ABOVE OR TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Intellectual Property Rights. Intellectual Property Rights means any and all rights existing under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. As between Customer and Datamaxx, Customer acknowledges that Customer does not own nor shall Customer acquire any right, title and/or interest, including without limitation all Intellectual Property Rights, except as expressly set forth in this Agreement.

10.2 Trademark License. For purposes of this Agreement, “Trademarks” shall be defined as the trademarks, trade names, logos, domain names, along with any other distinctive brand features of each party. Datamaxx hereby grants to Customer a non-transferable, non-sublicensable, non-exclusive license during the Term to display Trademarks solely for the purpose of promoting or advertising that Customer uses the Services in accordance with this Agreement. Customer hereby grants to Datamaxx a non-transferable, non-exclusive license during the Term to use Customer’s Trademarks to advertise that Customer is using the Services, subject to Customer’s advance written approval. The parties understand and agree that each party has the sole discretion to determine whether the other party’s use of such party’s Trademarks is in accordance with such party’s standards for Trademark usage. Upon notice by either party, the other party must modify or discontinue any use that the notifying party has deemed contrary to its standards for Trademark usage. Except as set forth in this “INTELLECTUAL PROPERTY RIGHTS” section, nothing in this Agreement shall grant or shall be deemed to grant to Datamaxx or Customer any right, title and/or interest in or to the other party’s Trademarks.

10.3 Attribution of Datamaxx Third-party Data Providers. The data and/or images accessible by Customer by virtue of the Services may contain the trade names, trademarks, logos, domain names, and other distinctive brand features of Datamaxx and its third-party data providers. Customer may not delete or in any manner alter these trade names, trademarks, logos, domain names, and other distinctive brand features.

11. TERM AND TERMINATION
11.1 **Term of Agreement.** This Agreement commences on the Effective Date and renews annually unless earlier terminated for cause pursuant to the terms of this Agreement. This Agreement cannot be terminated except for cause as set forth below, or if Customer is prohibited by law from using the Services for the purposes intended herein.

11.2 **Termination for Cause.** Either party may terminate this Agreement for cause (i) upon 30 days’ written notice to the other party of a material breach, if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.3 **Return of Customer Data.** Upon request by Customer made within 180 days after the effective date of termination, Datamaxx will make available, pursuant to CJIS dissemination policies, to Customer for download a file of Customer Data and Customer Transaction Data in comma separated value (.csv) format along with attachment in their native format.


12. **GENERAL PROVISIONS**

12.1 **Export Compliance.** The Services, other Datamaxx technology and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Datamaxx and Customer represent that they are not named on any U.S. government denied-party list. Customer shall not permit Users to access or use Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

12.2 **Domestic Compliance.** Customer in its use of the Services in accordance with this Agreement, and Datamaxx in its provision of the Services under this Agreement, shall comply with all Federal and State Laws and all regulations of the FBI Criminal Justice Information Services Division (CJIS) Policy.

12.3 **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If either party learns of any violation of the above restriction, it will use reasonable efforts to promptly notify the other party’s Legal Department.

12.4 **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.5 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

12.6 **Notices.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and delivered by at least personal delivery or fax, and email, and shall be deemed to have been given upon: (i) personal delivery, (ii) the first business day after sending by confirmed facsimile, or (iii) except for notices of termination or an indemnifiable claim (“Legal Notices”), the first business day after sending by email. Billing and all other non-Legal notices to Datamaxx shall be addressed to the contact listed in the signature block below. Legal notices to Datamaxx shall be addressed to the attention of Legal Department and sent by personal delivery and fax, and e-mail to legal@datamaxx.com. Billing related notices to Customer shall be addressed to the relevant billing contact designated by Customer above, and Legal Notices to Customer shall be addressed to Customer and be clearly identified as Legal Notices. All other notices to Customer shall be addressed to the contact listed in the signature block below.

12.7 **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right.
12.8 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9 **Governing Law.** This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the laws of the State of Florida, without regard to conflicts of laws.

12.10 **Access to Customer Transaction Data.** Datamaxx will provide Customer with website access to all Customer Transaction Data prepared or procured under this Agreement, pursuant to the FBI CJIS retention and dissemination policy in existence at the time of the request.

12.11 **Entire Agreement.** This Agreement, including all Schedules and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

12.12 **Order of Precedence.** In the event of any inconsistency or conflict between or among the provisions of this Agreement, such inconsistency or conflict shall be resolved by the following descending order of preference:

   a) FBI CJIS Security Policy in its most current form.
   b) The Federal Acquisition Regulations, Defense Federal Acquisition Regulations Supplement, and Homeland Security Acquisition Regulations clauses applicable to this Agreement.
   c) The typed provisions set forth in this Agreement.
   d) The Schedules attached to and incorporated by reference in this Agreement.
   e) Order Forms entered into under this Agreement.

12.13 **Counterparts.** This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument. Facsimile or electronic signatures are deemed to have the same force and effect as original signatures.

In witness whereof, the parties hereto have executed this Agreement effective as of the Effective Date:

**CUSTOMER**

By: ______________________________________
Signature:___________________________________
Title:_______________________________________
Contact Person: ______________________________
Contact Information: Phone:______________________ Email:________________________
Date:_______________________________________

**DATAMAXX APPLIED TECHNOLOGIES, INC.**

By: Datamaxx Applied Technologies, Inc.
Signature: ______________________________
Title: EVP
Contact Person: Stephani Miller
Contact Information: Phone: 850-558-8510 Email: Stephani.Miller@Datamaxx.com
Date: March 21, 2018
Datamaxx

Extended Warranty Product Agreement
Terms and Conditions

This document contains information, specifications and diagrams of a highly proprietary and confidential nature. This information is intended only for use by the organization, to which it was distributed directly by Datamaxx Group, Inc. Under no circumstances is there to be any duplication, distribution or other release of the information contained in this document to any other organization or person, by any means, without written authorization from Datamaxx Group, Inc.
EXTENDED WARRANTY PRODUCT AGREEMENT

Pursuant to FAR § 12.404(b) and for consideration established in the base agreement, DATAMAXX GROUP, INC. (DATAMAXX) 2001 Drayton Drive, Tallahassee, Florida 32311, warrants the Products listed below that are indicated with a check in the block adjacent to the Product name.

- Omnixx Enterprise Platform
- Omnixx External Interface – CLETS
- Omnixx External Interface – Other

Warranty Period: This Agreement shall remain in force for the term stated herein.

Product Warranty: DATAMAXX warrants that the Products detailed below will (1) be free from material defects in material, workmanship, and title, and (2) will perform in accordance with published Product specifications in effect on the date of shipment. DATAMAXX Product specifications are available on request.

The warranty period for any Product or part furnished to you as a warranty remedy will be the remaining portion of the warranty period applicable to the repaired or replaced Product.

Exceptions: DATAMAXX will have no obligation to customer to the extent that the alleged violation is based upon (1) use of the Products other than as set forth in this Warranty and in the Specifications; or (2) any modification to or alteration of the Products performed by anyone other than DATAMAXX; or (3) DATAMAXX compliance with customer designs, specifications or instructions.

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The warranties do not cover any defect or deficiency (including failure to conform to DATAMAXX published Product specifications) which results, in whole or in part, from: (1) any improper storage, handling, use or maintenance of the Products, or any alteration or extraordinary use of the Products, by anyone other than DATAMAXX, (2) failure to follow any DATAMAXX written instructions or recommendations, (3) using or combining the Products with any item or data except as specified in the Product specifications or using or combining the Products with any item or data that does not properly and unambiguously exchange data with the Products in accordance with the Products’ specifications, (4) any customer designs, specifications or instructions, (5) any failure to use the Products in accordance with their specifications, including upper and lower data limits, and (6) any cause external to the Products as furnished by DATAMAXX or beyond reasonable control of DATAMAXX.
EXTENDED WARRANTY PRODUCT AGREEMENT

**Warranty Notification:** If customer promptly notifies DATAMAXX of a warranty claim and makes the Product available for service, DATAMAXX will at our option, repair, adjust or replace (with new or exchange replacement parts) the non-conforming Product or parts of the Product. Warranty service will be performed based upon the level of plan selected at time of execution of this Extended Warranty Agreement.

**Exclusive Remedies and Sole Liability:** The above remedies in this EXCLUSIVE WARRANTY REMEDIES section are customer’s exclusive remedies and constitute DATAMAXX sole liability for any warranty claims. CUSTOMER AGREES THAT DATAMAXX AND OUR REPRESENTATIVES HAVE NO LIABILITY TO CUSTOMER FOR (1) ANY PENAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS EXCESS COSTS INCURRED AND LOST PROFITS OR REVENUE, (2) ANY ASSISTANCE NOT REQUIRED UNDER OUR PURCHASE ORDER, AND (3) ANYTHING OCCURRING AFTER THE WARRANTY PERIOD ENDS.

Agency and Originating Agency Identifier [ORI]
(This will be your Datamaxx Customer Number. The number will be needed to obtain Technical Support)

Authorized Signator

Contact Person

Telephone Number

Address

Warranty Coverage Period

Warranty Support Plan Selected  Platinum
EXTENDED WARRANTY PRODUCT AGREEMENT

ADDITIONAL TERMS AND CONDITIONS

CUSTOMER RESPONSIBILITIES:

1. Customer will maintain the software program covered under this Warranty to the latest revision level, and incorporate all revisions, updates, and corrections provided by DATAMAXX.

2. Customer acknowledges that all software programs and updates provided hereunder by DATAMAXX are subject to all the terms and conditions of DATAMAXX’s Software License Agreement and Customer agrees to be bound by same.

3. Rights under this Warranty cannot be assigned without prior written consent of the other party, unless either party is acquired by a third party.

4. DATAMAXX software can only be duplicated once for backup purposes only. Customer agrees to limit the use of these software programs to replacement of software programs originally supplied by DATAMAXX.

LATEST PROGRAM RELEASE, MINIMUM HARDWARE REQUIREMENTS: Customer must be operating on the minimum required hardware with the latest program release. If an enhancement or update requires additional hardware, it is the responsibility of the Customer to acquire the additional hardware.

WARRANTY LIMITATION: The following items are outside the scope of this Warranty.

1. DATAMAXX products not identified above as falling within the Warranty.

2. Warranty for programs modified by Customer.

3. Warranty Service due to failure of hardware or equipment or software not covered under this Warranty, or improper use or misuse of hardware or the programs.

4. Warranty for programs not maintained by Customer to the current revision levels as distributed by DATAMAXX.

5. Professional Services for the purposes of upgrading or maintaining software revisions and versions is expressly not covered nor included as part of the Extended Warranty Program. Should Customer require these Services, Customer should contact a Datamaxx Sales Representative.

GENERAL DESCRIPTION OF WARRANTY SUPPORT PROGRAMS:

SUPPORT PHONE NUMBER: 877-369-8324

Silver Level Support:

1. Product technical support by telephone, Monday through Friday, 9:00 AM to 5:00 PM Eastern Time.

2. A call charge per call will be charged for all calls received outside of Silver Level Support hours of Monday through Friday, 9:00 AM to 5:00 PM Eastern Time.

3. Warranty replacement material will be supplied by U.S. Postal Service delivery.
EXTENDED WARRANTY PRODUCT AGREEMENT

Gold Level Support:

1. Periodic updates of the product covered under this Warranty.
2. Product technical support by telephone, Monday through Friday, 6:00 AM to 9:00 PM Eastern Time.
3. A call charge per call will be charged for all calls received outside of Gold Level Support hours of Monday through Friday, 6:00 AM to 9:00 PM Eastern Time.
4. Warranty replacement material will be supplied by U.S. Postal Service Priority Mail delivery.
5. Quarterly summary of account activity available upon request.

Platinum Level Support:

1. Priority product support by telephone, twenty-four hours a day, seven days a week (24x7).
2. Priority notification and available product updates.
3. Automatic reporting of support calls.
4. Yearly summary of account activity by calendar year available upon request.
5. Warranty replacement material by overnight couriers (immediate download from Internet when possible).
6. Discount on Federal/State mandated protocol changes requiring communications retrofit.

The Datamaxx Academy offers 30-minute web sessions for Customers with an Extended Warranty Agreement in effect. The training sessions are free, and will be offered several times per quarter. You can sign up for any of the scheduled sessions, or you can make suggestions for future sessions.

WARRANTY SUPPORT ESCALATION

In the event a Customer reported issue has not been resolved during the initial call for assistance, the call enters the call escalation procedure. The initial step is to assign the issue to an appropriate category. DATAMAXX will respond to and attempt to correct errors, defects, and malfunctions, in accordance with the following schedule.

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>SEVERITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A defect causing crashes of the system, the irrevocable loss or corruption of data, or the loss of a mission critical system or software functionality. No documented work-around is practicable.</td>
</tr>
<tr>
<td>2</td>
<td>A defect causing crashes of the system, the irrevocable loss or corruption of data, or the loss of a mission critical system or software functionality. A documented work-around is practicable.</td>
</tr>
<tr>
<td>3</td>
<td>A defect causing the recoverable loss or corruption of data, or the loss of system or software functionality that is not mission-critical.</td>
</tr>
<tr>
<td>4</td>
<td>A defect that does not materially affect the operation of the system, such as minor imperfections to the user interface or items that function properly but do not meet client requirements.</td>
</tr>
<tr>
<td>5</td>
<td>There is no defect; however, the Customer may request a change to the subject item through the Enhancement Request Process.</td>
</tr>
</tbody>
</table>

The assigned category will be mutually agreed upon between Datamaxx and the Customer based on the Severity definitions above. The Category will then determine the escalated response time.
DATAMAXX will make an initial response to a Category 1 call within a maximum time-period of one hour after receipt. Datamaxx will use extraordinary efforts to provide a fix, work around, or patch to Category 1 bugs within four (4) hours after the bug has been replicated and confirmed by DATAMAXX. Category 1 calls will be handled on a 24x7x365 basis.

DATAMAXX will make an initial response to a Category 2 call within a maximum time-period of one hour after receipt. DATAMAXX will provide a fix, work around, or patch to Category 2 bugs within twenty-four (24) hours after the bug has been replicated and confirmed by DATAMAXX. Category 2 calls will be handled on a 24x7x365 basis.

DATAMAXX will make an initial response to a Category 3 call (phone or email) within a maximum time-period of four hours after receipt. DATAMAXX will make reasonable efforts to identify a resolution to Category 3 calls within thirty (30) days and to incorporate Category 3 fixes in the next upcoming release of the product.

DATAMAXX will make an initial response to a Category 4 call (phone or email) within a maximum time period of four hours after receipt. Category 4 calls will be handled on a case-by-case basis.

DATAMAXX will make an initial response to a Category 5 call (phone or email) within a maximum time period of twenty-four hours after receipt. Category 5 calls will be handled on a case-by-case basis.

In the event that a resolution cannot be established for a failure during the troubleshooting process, DATAMAXX will provide a workaround for any critical error in an effort to ensure minimal downtime for the affected agency. This workaround shall be considered “temporary” until a permanent resolution can be distributed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective the day and year first above written.

**CUSTOMER**

By: ________________________
Name: _______________________
Title: _______________________
Date: _______________________

**DATAMAXX GROUP, INC. D/B/A**
**DATAMAXX APPLIED TECHNOLOGIES, INC.**

By: ________________________
Name: Stephani Miller
Title: EVP
Date: March 21, 2018
DataMaxx

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Should you have any questions concerning this Agreement, or if you desire to contact DATAMAXX for any reason, please write: DATAMAXX GROUP, INC., 2001 Drayton Drive, Tallahassee, FL 32311.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective the day and year first above written.

Novato, California Police Department

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

DATAMAXX GROUP, INC. D/B/A DATAMAXX APPLIED TECHNOLOGIES, INC.

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________
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SECTION 1.0

DATAMAXX GROUP, INC. D/B/A
DATAMAXX APPLIED TECHNOLOGIES, INC.
SOFTWARE PRODUCTS

☒ Omnixx Enterprise Platform
☒ Omnixx External Interface - CLETS
☒ Omnixx External Interface - Other

SECTION 2.0

Definitions
The following definitions offer further clarification to terms and conditions set forth in Paragraph 1.b of the license to which this SCHEDULE A is attached.

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Agency Name:

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