

SERVICE ORDER

This Service Order ("**Order**"), incorporated into and subject to the attached terms ("**Terms**"), is made by and between FirstTwo, Inc., a Delaware corporation with a principal place of business at 1 Blackfield Drive #242, Tiburon, CA, 94920 ("**FirstTwo**"), and the undersigned customer ("**Customer**"). By executing this Order, Customer agrees to be bound by these Terms, effective as of the date set forth on this Order.

1. ORDER DETAILS

Customer Information		Billing Terms	
Organization Name:	City of Redondo Beach	Effective Date:	July 1, 2024
Customer ID:	1405	Term:	1 Year July 1, 2024 – June 30, 2025
Street Address:	401 Diamond St Redondo Beach, CA 90277	Payment Frequency:	Annually
Agency Contact:	Jeffrey Mendence	Payment Terms:	Net30 from Customer's receipt of the invoice

2. SOFTWARE

FirstTwo will provide to Customer access to the FirstTwo platform accessible at <https://www.firsttwo.com> and consisting of the following Software:

Description	Current Yearly Price	Term Price	Term Discount	Term Total
FirstTwo Full Agency License – Law Enforcement Based on Agency Size: 81 - 100 Unlimited Users, Devices and Searches Support and Training Included Unlimited Agency Layers Included 3rd Party Integrations Included (where applicable) See pricing @ https://www.firsttwo.com/pricing.html	\$10,800	\$10,800	\$0	\$10,800

[Signature Page Follows]
**SIGNATURE PAGE TO
SERVICE ORDER**

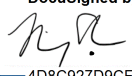
IN WITNESS WHEREOF, this Order has been signed by the duly authorized representatives of FirstTwo and the Customer.

CUSTOMER: **FirstTwo**

City of Redondo Beach, a chartered municipal corporation
(Name of Organization)

Signature:

Signature:

DocuSigned by:

4D8C927D9CF446E...

Name (printed): James A. Light

Name: Niraj Shah

Title: Mayor

Title: CEO

Date: _____

Date: 10/30/2024 | 5:51 PM PDT

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

FIRSTTWO TERMS

These Terms are entered into by and between FirstTwo, Inc. ("**FirstTwo**") and the customer ("**Customer**") identified in the corresponding FirstTwo customer order form ("**Order**") to which these Terms are attached. FirstTwo and Customer are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**". By executing an Order, Customer agrees to be bound by these Terms, effective as of the date set forth on the Order.

1. **Scope.** These Terms cover the licensing of FirstTwo's proprietary software in machine-readable, object code form accessible by Customer via FirstTwo's websites and mobile applications, and any other software provided to Customer by FirstTwo (collectively, the "**Software**").

2. **License Grant.** Subject to Customer's payment of all amounts due under this Agreement and compliance with all of the terms of this Agreement, FirstTwo grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term (defined below) to authorize up to the number of individual human end users of Customer specified in an Order to access the Software from servers operated by FirstTwo or a third party host or to install and access the Software on official, Customer authorized laptops, workstations, desktops, or devices, in each case, strictly for internal and official Customer purposes (the "**License**").

3. **LIMITED WARRANTY.**

3.1 **Warranty.** FirstTwo warrants to Customer that the Software will perform in all material respects with the specifications provided to Customer. FirstTwo also warrants that the Software will meet industry-standard security, reliability, and privacy measures and will not knowingly contain any harmful code, viruses, or other vulnerabilities. FirstTwo will use commercially reasonable efforts to update and correct any portions of the Software that do not comply with the warranty set forth herein. If, after the expenditure of commercially reasonable efforts, FirstTwo is unable to correct the noncompliance, FirstTwo will refund a prorated amount of the fee paid by the customer for the Software, based on the time Customer accessed the Software prior to noncompliance.

3.2 **Disclaimer.** THE WARRANTIES SET FORTH IN THIS SECTION 3 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF FIRSTTWO, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT THERETO OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF RELIABILITY, USEFULNESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, PRIVACY, ACCURACY OF RESULTS OR CUSTOMER'S USE THEREOF, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. FOR CLARITY, ANY USE OR RELIANCE ON THE SOFTWARE BY CUSTOMER OR CUSTOMER'S END USERS SHALL BE AT CUSTOMER'S AND END USERS OWN RISK.

4. **INDEMNIFICATION.**

4.1 **Indemnification by FirstTwo.** FirstTwo agrees to defend, indemnify, and hold harmless Customer, its affiliates, officers, directors, employees, contractors, and agents ("Customer Indemnified Parties") from any and all claims, liabilities, damages, and costs (including reasonable attorneys' fees) arising out of or related to (i) any claim that the Software infringes or misappropriates any third-party intellectual property rights; (ii) FirstTwo's gross negligence or willful misconduct; or (iii) any breach by FirstTwo of its confidentiality or data security obligations under this Agreement.

4.2 **Indemnification by Customer.** Customer agrees to defend, indemnify, and hold harmless FirstTwo, its affiliates, officers, directors, employees, contractors, and agents ("FirstTwo Indemnified Parties") from any and all claims, liabilities, damages, and costs (including reasonable attorneys' fees) arising out of or related to (i) Customer's failure to comply with any provision of this Agreement or applicable law; (ii) any use of the Software by Customer or its end users in violation of this Agreement; or (iii) bodily injury or property damage caused by Customer's employees, contractors, or agents.

5. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL FIRSTTWO'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID FOR LICENSES BY CUSTOMER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL FIRSTTWO HAVE ANY LIABILITY TO CUSTOMER FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND, WHETHER

IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT FIRSTTWO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 5.1 SHALL NOT APPLY TO CLAIMS ARISING FROM FIRSTTWO'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF ITS CONFIDENTIALITY OR DATA SECURITY OBLIGATIONS.

6. Term. Unless otherwise stated in the Order, the term of each Order shall begin on the date specified in the Order and remain in effect for one (1) year (the "**Term**") and Orders will automatically renew for additional one (1) year terms unless either Party provides the other Party written notice of its intent not to renew the applicable Order at least 30 days prior to the end of the then current Term. Automatic renewal shall not occur for more than five (5) consecutive years beyond the initial Term unless expressly agreed to by the Parties in writing. Any discounts offered by FirstTwo to Customer during a prior Term will not apply during any new or renewal Term unless specifically agreed to in writing by the Parties.

7. Termination. Either Party may terminate this Agreement for cause (a) upon 30 days written notice to the other Party of a material breach and the breaching Party fails to cure the same within such period, (b) immediately if Customer assigns, licenses, or sublicenses or attempts to assign, license, or sublicense any of its rights or obligations under this Agreement without the prior written consent of FirstTwo, or (c) immediately if FirstTwo ceases to operate as a going concern or otherwise terminates its business operations. In the event of termination or expiration of this Agreement, FirstTwo agrees to provide Customer with all of Customer's data stored within the Software in a standard, editable, and industry-accepted format within thirty (30) days after the effective date of termination, at no additional cost. FirstTwo shall also certify that all copies of Customer's data have been securely deleted from its systems, except as required by law. Upon termination, Customer's right to use the Software shall immediately cease. Each Party shall promptly return or destroy any confidential information of the other Party in its possession. Termination shall not relieve either Party of its obligations to pay any fees accrued prior to termination or limit liability for any breach occurring prior to the date of termination.

8. Multi-Year Agreements. For agreements with Terms of more than one year, the pricing for each year after the first year shall be as follows, unless otherwise stated in the Order:

8.1 Customer Pays Year to Year. Customer may elect to pay year to year or pay for the entire Term at the beginning of the Term. When the Customer pays year to year the price for each year **shall be the lesser of:**

- The price listed on FirstTwo's public website at <https://www.firsttwo.com/pricing.html> at the beginning of each renewal year after the expiration of the initial year; or
- A price increase of five percent (5%) over the price paid by Customer for the prior year's License.

8.2 Customer Pays Entire Term. If Customer chooses to pay for the entire Term at the beginning of the Term, the price paid will cover the entire Term without further adjustment.

9. FCRA Compliance. The Software is not intended to be used and may not be used to make employment decisions, including hiring, retention, promotion, or reassignment, or to determine eligibility for credit, insurance, employment, or other purpose that would qualify the Software as a consumer report under the Fair Credit Reporting Act (the "FCRA"). FirstTwo is not a "consumer reporting Customer" as that term is defined in the FCRA and the Software and other data or information that may be provided by FirstTwo do not constitute "consumer reports" as that term is defined in the FCRA.

10. Governing Law. These Terms will be interpreted, construed and enforced in all respects in accordance with the laws of the State of California, without reference to its rules relating to choice of law, except to the extent preempted by the laws of the United States of America, which will then apply.

[END OF TERMS]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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).

PRODUCER HUB International New England 300 Ballardvale Street Wilmington MA 01887	CONTACT NAME: PHONE (A/C, No, Ext): 978-657-5100	FAX (A/C, No): 978-988-0038
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
License#: 1780862 FIRSINC-04	INSURER A : Hiscox Insurance Company	10200
INSURED FirstTwo, Inc 1 Blackfield Drive #242 Tiburon CA 94920	INSURER B : Admiral Insurance Company	24856
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 41026861

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P100.780.946.5	12/9/2023	12/9/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Tech E&O/Cyber			EO000041340-07	1/1/2024	1/1/2025	Each Claim/Policy Agg 2,000,000

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

Project: City of Redondo Beach, it's elected and appointed officials, officers, employees and volunteers

CERTIFICATE HOLDER**CANCELLATION**
 Redondo PD
 415 Diamond St
 Redondo Beach CA 90277
 United States

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

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