

SOFTWARE LICENSE AND SERVICES

This Software License and Services Agreement (this "**Agreement**") is effective as of **December 19, 2017** (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 City of Redondo Beach ("**Subscriber**"), with a place of business at 401 Diamond St., Redondo Beach, CA 90277.

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.
- 1.7 "**Integration Control Document**" means the agreement, if applicable, governing any integrations with Third Party Applications.
- 1.8 "**Intellectual 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.
- 1.9 "**Professional Services**" means the evaluation, consultation, implementation, customization, configuration and other services offered by Mark43 in connection with the SaaS Services.
- 1.10 "**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.
- 1.11 "**Services**" means the services provided or required to be provided by or through Mark43, including without limitation, SaaS Services and Professional Services.
- 1.12 "**Software**" means the object code version of Mark43's computer software and all Updates made available by Mark43 to Subscriber under this Agreement.
- 1.13 "**Statement of Work**" means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.



- 1.14 **"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.
- 1.15 **"Term"** means the Initial Term and any Renewal Term.
- 1.16 **"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.
- 1.17 **"Third Party Components"** means any components of the SaaS Service from time to time that are provided by third parties (e.g., Google Maps).
- 1.18 **"Third Party Data"** means any data owned by a third party that Mark43 provides to Subscriber via the SaaS Service.
- 1.19 **"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.
- 1.20 **"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.
- 1.21 **"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).
- 1.22 **"Website"** means any Internet website through which Mark43 provides the SaaS Services under this Agreement.

2. SERVICES.

- 2.1 **SaaS Services.** 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 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 within a reasonable time to inquiries about the SaaS Services from Subscriber via telephone and email (excluding U.S. Federal holidays) 24 hours a day and 7 days a week 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 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) allow unauthorized third parties to view or utilize ("disclose") the SaaS Services or any of its components (authorized third parties



shall include any other law enforcement agent or agency or individuals Subscriber deems authorized to view sensitive data. Such disclosure shall be limited to only such information necessary to accomplish a particular law enforcement objective); (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, including, without limitation Section 5.2, 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 interoperation of that Third Party Application with the SaaS Services subject to Schedule A Subsection 7(c). 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 except where such



interoperability is a condition precedent to execution of this Agreement. 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 interoperation 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, proffered to subscriber as "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 notified in writing regarding such Additional Terms. Mark43 shall use commercially reasonable efforts to give Subscriber the opportunity to review such terms prior to their effective date. If prior notification cannot take place, Mark43 will transmit such terms to Subscriber within 96 hours of Mark43's receipt of such information. 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 Subscriber requested 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.

2.14 Authorized Changes. Either Party may request a change to the Statement of Work (Exhibit A) required under this Contract on any task including but not limited to, alterations, additions, deviations, and omissions from or to the scope of work. Mark43 shall provide Subscriber with a written assessment, within a reasonable time, identifying the price and schedule impact of implementing the change, if any. Neither Party shall be obligated to commence work on the requested change until they have agreed in writing to an equitable adjustment.

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 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. 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 written notice.

3.3 Taxes. Subscriber will be responsible, as required under applicable law, for identifying and 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.

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 sixty (60) days prior to the expiration of the then-current term.

4.2 Temporary Suspension and Termination for Cause.

(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.

(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.

4.3 Effect of Termination. In the event of any termination or non-renewal of this Agreement,

(a) Subscriber will pay Mark43 all amounts payable hereunder as of the effective date of termination or non-renewal;

(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 elected and appointed officials, officers, employees, attorneys 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). Each Party shall notify the other Party as soon as reasonably practicable in the event that Confidential Information is believable to have been compromised.
- 5.4 Employee and Independent Contractor Compliance.** The Receiving Party will, prior to providing any elected and appointed official, officer, employee, attorney and 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.** In the event that either Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process or by any law, rule or regulation of any governmental agency or regulatory authority) (for purposes of this paragraph, each, a "Request") to disclose any of the Confidential Information of the other Party, such Party shall provide the other Party with prompt written notice of any such request or requirement so that such other Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Contract. If, in the absence of a protective order or other remedy or the receipt of a waiver, and 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 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 Confidential Information of Mark43 or Subscriber (including, without limitation, 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 exceed any budget authority limitations. Subscriber further represents that it has not received federal funding in connection with procurement under this Agreement.
- 6.2 Warranty Against Infringement.** Mark43 warrants that to its knowledge, the Deliverables will be free of the rightful claim of any third party by way of infringement or misappropriation of patent, copyright, trade secret, trademark or other rights arising under the laws of the United States. Mark43 further warrants that to its knowledge, no act or omission of Mark43 will result in a third party holding a claim that interferes with the City's use and enjoyment of the Deliverables. Mark43 warrants that it owns or possesses the necessary rights, title and licenses necessary to perform its obligations hereunder. Notwithstanding the foregoing, the foregoing warranty does not extend to: (x) use of the SaaS Services, Software, Services or Products in combination with modules, apparatus, hardware, software, or services not authorized by Mark43 or contemplated for use with the Software, Services or Products; (y) use of the SaaS Services, Software, Services or Products in a manner that is not in accordance with this Agreement or the Documentation; or (z) the alteration or modification of the SaaS Services, Software, Services or Products by a party other than Contractor, unless such alterations and modifications were authorized by Contractor or contemplated for use with the SaaS Services, Software, Services or Products.
- 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. 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.
- 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 SIX (6) 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.** Mark43 will defend, indemnify and hold harmless Subscriber and its Authorized Users, and each of their elected and appointed officials, officers, employees, attorneys Subscriber certified volunteers, and employees, from any and all claims, liabilities, costs and expenses (including, without limitation, 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 or proprietary rights of third party; provided, however, that the foregoing obligations 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. If, as a result of any claim of infringement, Subscriber is enjoined from using the Deliverables provided under this Agreement, or if Mark43 reasonably believes that the Deliverables are likely to become the subject of a claim of infringement, Mark43 may, at Mark43's option and expense, (1) procure the right for Subscriber to continue to use the Deliverables, or (2) replace or modify the Deliverables so as to make them non-infringing. In the event that neither of the foregoing options are commercially practicable, then Mark43 may terminate the Agreement and will refund to Subscriber amounts pre-paid but not earned as of the termination date. 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) from the use of Third Party Applications, Third-Party Components or Third-Party Data; (t) use of the SaaS Services, Software, Services or Products in combination with modules, apparatus, hardware, software, or services not authorized by Mark43 or contemplated for use with the Software, Services or Products; (v) use of the SaaS Services, Software, Services or Products in a manner that is not in accordance with this Agreement or the Documentation; or (w) the alteration or modification of the SaaS Services, Software, Services or Products by a party other than Mark43, unless such alterations and modifications were authorized by Mark43 or contemplated for use with the SaaS Services, Software, Services or Products.
- 8.2 **Indemnification by Subscriber.** 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 (l) any third party claim arising from or relating to (i) any allegation that any data, Subscriber requested 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 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) without altering the parties' obligations contained herein with respect to the use or disclosure of confidential information (including Section 5.2), complying with a valid (1) California Public Records Request submitted pursuant to California Government Code Section 6250, et. seq., (2) judicial or governmental order or opposing or defending against any request for a judicial or governmental order to compel disclosure of Subscriber Data. 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.

8.3 LIMITATION OF LIABILITY

- (a) **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 OF THE SERVICES, THE THIRD-PARTY COMPONENTS, OR THE THIRD-PARTY DATA PROVIDED UNDER THIS CONTRACT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- (b) **Limitation of Damages.** EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT, THE SERVICES, THE THIRD-PARTY COMPONENTS, OR THE THIRD-PARTY DATA 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 THREE (3) YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES.
- (c) **Exceptions.** NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 8.4 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS CONTRACT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8.4 FORCE MAJEURE

- (a) Except for payment of sums due, neither Party shall be liable to the other nor deemed in default under this Contract if and to the extent that such Party's performance of this Agreement is prevented by reason of force majeure. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.
- (b) If either Party is delayed at any time in the progress of the work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other Party in writing when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the



time delay resulting from force majeure which prevented the delayed Party from performing in accordance with this Agreement.

8.5 Damage to City Property. Mark43 shall perform all work so that no damage to City buildings, City grounds, or City property results. Mark43 shall repair or have repaired at Contractor's cost any damage caused by Mark43 or Mark43's subcontractors to the satisfaction of the City and at no cost to Subscriber. Contractor shall take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Mark43 shall repair and finish to match existing material as approved by Subscriber at Mark43's expense.

9. INSURANCE

9.1 Mark43 and its subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Mark43, its agents, representatives, employees or subcontractors.

9.2 Insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Subscriber in no way warrants that the minimum limits contained herein are sufficient to protect the Mark43 from liabilities that might arise out of the performance of the work under this Contract by Mark43, its agents, representatives, employees or subcontractors and Mark43 is free to purchase additional insurance as may be determined necessary.

9.3 Minimum Scope and Limits of Insurance: Mark43 shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

A. Commercial General Liability/Occurrence Form: Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Complete Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

B. Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limits (CSL)	\$1,000,000
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C. Worker's Compensation and Employers' Liability: Workers' compensation and Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

D. Professional Liability (Errors and Omissions Liability): The policy shall cover acts, errors, and omissions during the provision of professional services or lack of ordinary skill for those positions defined in the Statement of Work of this Contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Mark43 warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage



will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

E. Technology Errors and Omissions; Information Security & Privacy Liability:

Mark43 shall maintain liability insurance covering acts, errors or omissions arising out of the performance or failure to perform professional services related to the Services under this Contract. The coverage shall be placed with an insurer with an AM Best Rating of A or better and shall include the following coverage:

F. Technology Products and Services Errors and Omissions/Information Security & Privacy Liability for Service Provided to Others.

Such insurance shall cover any and all errors, omissions and/or negligent acts in the delivery of Products, Services and Software under this Contract. Such errors and omissions insurance shall include coverage for claims and losses with respect to network risks (such as data breaches, unauthorized access/use, ID theft, invasion of privacy, damage/loss/theft of data, degradation, downtime, etc.) and infringement of intellectual property, such as copyrights, trademarks, service marks and trade dress.

Such insurance shall include limits of coverage of the local currency equivalent of not less than \$2,000,000.00 (two million U.S. dollars) per occurrence and shall remain in effect for not less than three (3) years following the date of termination or expiration of this Contract. Evidence of coverage must be sent to the City for three years following termination or expiration of this Contract.

9.4 Additional Insurance Requirements: Mark43's insurance policies shall include, or be endorsed to include, the following provisions:

- A. On insurance policies where the City of Redondo Beach is named as an additional insured, the City of Redondo Beach shall be an additional insured to the full limits of liability purchased by the Mark43 even if those limits of liability are in excess of those required by this Contract.
- B. Mark43's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

9.5 Notice of Cancellation: For each insurance policy required by the insurance provisions of this Contract, Mark43 must provide to the City, within five (5) business days of receipt, written notice that a policy has been suspended, voided or cancelled for any reason. Such notice shall be emailed or mailed to Subscriber's point of contact listed in 11.1 of this Agreement.

9.6 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of California and with an "A.M. Best" rating of not less than B+VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Mark43 from potential insurer insolvency.

9.7 Verification of Coverage: Mark43 shall furnish Subscriber with certificates of insurance (ACORD form or equivalent approved by Subscriber) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by Subscriber before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the Contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of Contract. All certificates required by this Contract shall be sent directly to City of Redondo Beach 415 Diamond Street, Redondo Beach CA 90277 Attn: Jill Buchholz. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

9.8 Subcontractors: Mark43's certificate(s) shall include all subcontractors as additional insureds under its policies or Mark43 shall furnish to the City separate certificates and endorsements for each subcontractors. All coverages for subcontractors shall be subject to the minimum requirements identified above.

9.9 Variance: City reserves the right to agree, in its sole discretion, to any modification or variation from the insurance requirements in this Contract.



10. Security.

10.1 Each Party shall promptly notify the other Party of any security breach that compromises Subscriber's systems and/or data. Both Parties agree to cooperate in any investigation of such a security breach.

- A. Criminal Justice Information ("CJI"), whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access and ensure compliance with the most recent version of the FBI's CJIS Security Policy. At a minimum, Mark43 must encrypt and/or password protect electronic files containing CJI, whether saved to laptop computers, computerized devices or removable storage devices.
- B. When CJI, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.
- C. Mark43 shall promptly notify Subscriber of any unauthorized access or unauthorized disclosure or use by a third party of the CJI collected or obtained by the Contractor under this Agreement (each, a "Mark43 Security Breach"). Mark43 shall provide such notice following discovery and without unreasonable delay. Mark43 agrees to reimburse the Subscriber for reasonable out-of-pocket expenses incurred by Subscriber to (i) investigate the Contractor Security Breach and, where applicable (ii) notify individuals who may be impacted by the Contractor Security Breach. For the avoidance of doubt, a Mark43 Security Breach does not include any breach caused by the acts, errors or omissions of Subscriber or its personnel (including, without limitation, weak or compromised passwords, phishing of user passwords, lost or stolen Subscriber or officer-owned hardware, etc.)
- D. Mark43 agrees that the requirements of this Paragraph shall be incorporated into all subcontractor agreements entered into by Mark43. It is further agreed that a violation of this Paragraph shall be deemed to cause irreparable harm justifying injunctive relief in court.

10.2 Background Screening

- A. Mark43 personnel requiring physical access to any Consortium facility or remote access to any criminal justice information processing systems shall complete a background check conducted by the New York City or livescan system, which will include a local and national fingerprint check (remote personnel may obtain fingerprints at their local law enforcement agency and mail or electronically transmit them to the Project Manager). Personnel not meeting Hawthorne Police Department standards will be removed from the project. Contractor further agrees that all workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to the City pursuant to this Contract shall be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense.
- B. TERMS APPLICABLE TO ALL OF CONTRACTOR'S CONTRACTS AND SUBCONTRACTS. Mark43 shall include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Contract including, but not limited to, supervision and oversight services.
- C. MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY. The background screening requirements of this section are material to City's entry into this Contract and any breach by Mark43 shall be a material breach of this Agreement.
- D. CONTINUING DUTY; AUDIT. Mark43's obligations and requirements that Contract Workers satisfy this background screening section shall continue throughout the entire term of this Contract. Mark43 shall notify Subscriber immediately of any change to a background screening of a Contract Worker previously approved by Subscriber. Mark43 shall maintain all records and documents related to all background screenings and Subscriber reserves the right to audit Mark43's compliance with all background screenings and requirements of this section.



- 10.3 **CJI/CLETS TRAINING.** Subscriber shall be responsible for providing CJI or CLETS-related training to Mark43 personnel and/or obtaining any certifications for Mark43 personnel who may have access to CJI data of Subscriber.

11. MISCELLANEOUS.

- 11.1 **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: _____

Copy to:

Mark43, Inc.
28 E. 28th Street
12th Floor
New York, NY 10016
Attn: General Counsel

If to Subscriber:

Redondo Beach Police Department
Attn: Shawn Freeman
401 Diamond Street
Redondo Beach, CA 90277
Shawn.Freeman@redondo.org

Copy to:

Redondo Beach City Attorney's Office
415 Diamond Street
Redondo Beach, CA 90277

- 11.2 **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.
- 11.3 **Dispute Resolution.** Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District. Notwithstanding the foregoing, where applicable, Mark43 may remove such an action to the Central District of California if permitted by law.
- 11.4 **Claims.** Any claim by Mark 43 against Subscriber hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the Subscriber shall be waived if not made within six (6) months after accrual of the cause of action.
- 11.5 **Records.** All books, accounts, reports, files and other records, in each case relation to billing and invoicing under the Contract shall be subject to inspection and audit by Subscriber at a reasonable time and place for five years after completion of the Contract, whether electronically or otherwise, solely to the extent feasible and practicable, at Subscribers location as indicated in the Notices section of this Contract. Notwithstanding the foregoing, Mark43 shall not be requested to produce for inspection or audit by Subscriber and confidential information (including Confidential information of or relating to third parties or other Mark43 customers), the disclosure of which, in Mark43's reasonable discretion, could place Mark43 in breach of its existing contracts or applicable law.
- 11.6 **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.



- 11.7 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.
- 11.8 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.
- 11.9 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. The Parties agree that no persons supplied by or working with the Mark 43 in the performance of Mark 43's obligations under the Contract are considered to be Subscriber's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. Mark 43 shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold Subscriber harmless with respect thereto.
- 11.10 Brokers.** Mark43 acknowledges, represents and warrants that Mark43 has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 11.11 Discrimination Prohibited.** Mark43 shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice.
- 11.12 Licenses and Permits.** Mark43 shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by Mark43 as applicable to this Contract.
- 11.13 Advertising.** Mark43 shall not advertise or publish news releases concerning this Contract without the prior written consent of the City's designated contact from Section 11.1 of this Agreement.
- 11.14 Health, Environmental and Safety Requirements.** Mark43's Products, Services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the Subscriber.
- 11.15 Compliance with Laws.** Mark43 agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by Subscriber. Because Mark43 will be acting as an independent Contractor, Subscriber assumes no responsibility for Mark43's acts.
- 11.16 Emergency Purchases.** Subscriber reserves the right to purchase from other sources those items or services that are required on an emergency basis and cannot be supplied immediately by Mark43.
- 11.17 Strict Performance.** Failure of either Party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either Party to insist upon the strict performance of the Contract.
- 11.18 No Third Party Benefit.** This Agreement is entered into for the benefit of Subscriber and Mark43. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for breach of Contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.



- 11.19 **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.
- 11.20 **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.
- 11.21 **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.
- 11.22 **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.
- 11.23 **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.
- 11.24 **Compliance with Laws.** Each party shall comply with all Applicable Laws relating 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, or 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.
- 11.25 **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.

SIGNATURES FOLLOW ON NEXT PAGE

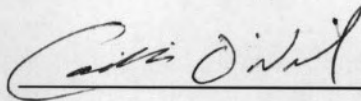


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

City of Redondo Beach

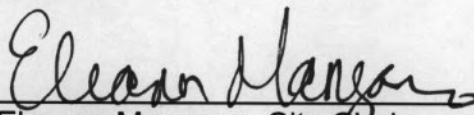
Mark43 Inc.


William C. Brand, Mayor

By: 

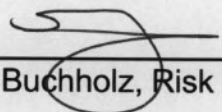
Name: Caitlin O'Neil

ATTEST:

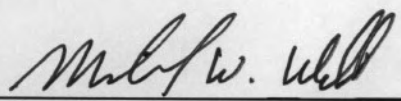

Eleanor Manzano, City Clerk

Title: VP of Finance

APPROVED:


Jill Buchholz, Risk Manager

APPROVED AS TO FORM:


Michael W. Webb, City Attorney



SCHEDULE A
Services Schedule

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

a. Professional Services:

- i. RMS/Evidence Interfaces (subject to consent and cooperation of the third parties and Mark43)
 1. Pulsium CAD Interface to Mark43 RMS – Included
 2. Livescan Interface to Mark43 RMS – Included
 3. CrossRoads Interface to Mark43 - Included
 4. COPLINK Interface to Mark43 – Included
- ii. CAD Interfaces (subject to consent and cooperation of the third parties and Mark43)
 5. CLETS Interface to Mark43 CAD - Included
 6. Vesta / E911 Interface to Mark43 CAD – Included
 7. Vigilant Interface to Mark43 RMS - Included
- iii. The Data Migration to be provided is described as follows:
 1. Redondo Beach PD RMS legacy data from Pulsium RMS – Included
 - a. Pulsium will provide Redondo Beach PD RMS data to Mark43 in a SQL Server or MYSQL (relational database).
 2. Redondo Beach PD legacy reports (in .PDF) from LaserFiche - Included

b. SaaS Services:

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

Records Management System (RMS)

Report Writing

- In-Station & Mobile Field Reporting
- Incident, Offense & Arrest Reports
- Field Contact Reports
- Use of Force Reports
- DUI Arrest
- 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
- Full Report Audit History
- Email & 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 & In-App Notifications
- Context-Sensitive Case Export Formats

Property & Evidence

- Mobile Device Application for Barcode Scanning, Audits & ID Capture
- Automatic Custodial Property Report Generation
- Master Item Profile
- Configurable Barcodes & Disposition Notifications



- Bulk Item Filtering & Actioning
- Dashboard for Inventory Management
- Immutable Chain of Custody
- Storage Location Setup and Customization
- Email & In-App Notifications
- Full Evidence Audit History
- Chain of Custody Validations and Guardrails
- Digitally capture signatures and photo ID's
- Batch Label Printing
- Support for Zebra Printing
- Mobile Application (barcode scanning)
- 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

Booking Management

- RMS-integrated booking with limited records/data duplication
- Linked Arrest Reports and Entity Records
- Booking record creation and management
- Booking records linked to MNI
- Live Scan Integration
- Prisoner Property Management
- Inmate Tracking and Activity Logs
- Configurable Holding Areas and Intake Questionnaires
- Department Personnel Linked to Booking Record
- Context-Sensitive Booking Record Export Formats

Stat Reporting & Crime Analysis

- Active Error Detection
- Automatic SRS/NIBRS Code Mapping
- Integrated Workspace for UCR Report Creation
- Real-Time Dashboard for Platform-Wide Stats
- Advanced CAD, RMS & Entity Search
- Multi-Input & Fuzzy Match Search Filters
- Comprehensive Analysis Filters
- Data Visualization Support

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. Following go-live of each Application, Mark43 will provide Subscriber with the SaaS Services for the Fees set forth in Section 4 below (the "**Regular Usage Period**"). The parties anticipate that the Regular Usage Period for RMS and Evidence will commence on or about **September 2018**. Mark43 will provide Subscriber with the CAD Application only if the Subscriber elects its option (in writing from an authorized representative) to purchase CAD on or before December 31, 2019. The Regular Usage Period for CAD will commence 12 months after such purchase election is made, and Mark43 is not obligated to deliver CAD before the end of such 12-month period.

2. **Initial Term.** The Initial Term commences on the Effective Date and concludes at the end of the five-year period of the Regular Usage Period of the RMS Application.

3. **Renewal Terms.** Any Renewal Terms shall be for a period of 1 year.

4. Fees.

- RMS and Evidence: \$85.00 per sworn officer per month during the Regular Usage Period of the RMS/Evidence Applications.
- CAD: If Subscriber elects to purchase the CAD Application on or before December 31, 2019, the price for CAD will be \$85.00 per sworn officer per month during the Regular Usage Period of the CAD Application.

Mark43 Pricing is based on the number of sworn officers employed directly or indirectly by Subscriber at the time the Order Form is signed. In the event that Subscriber increases or decreases its number of employed sworn officers, which is currently 96, to more than 106 or less than 86, then the fee shall adjust by increasing or decreasing to \$85 per sworn officer per month for the updated number of sworn officers.



5. **Payment Schedule.** Subscriber will pay the Fees on the following schedule:

Year 1 Payment Schedule

Year 1 Milestones	% of Year 1 due	Expected Date	Amount Due
Contract signing	0%	December 20 th 2017	\$ -
Project Kickoff	25%	January 15 th , 2018	\$ 24,480.00
Completion of Department Assessment	25%	March 15 th , 2018	\$ 24,480.00
Evidence Cutover	25%	September 30 th , 2018	\$ 24,480.00
RMS Cutover	25%	September 30 th , 2018	\$ 24,480.00
Total Year 1 Payments			\$ 97,920.00

Years 2 through 5 Payment Schedule

Year 2 Payment Date	Amount Due
September 2019	\$ 97,920.00
Year 3 Payment Date	
September 2020	\$ 97,920.00
Year 4 Payment Date	
September 2021	\$ 97,920.00
Year 5 Payment Date	
September 2022	\$ 97,920.00
Total Years 2 through 5 Payments	\$391,680.00

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 Andrew Kennedy.

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 7I 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:

RMS Availability (Monthly)	Credit Percentage
Above 99.9%	0%
99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

"RMS Unavailability" is defined as the percentage of minutes per month in which the RMS is completely and generally 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 inoperable 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.

Severity Level	Level of Effort	Initial Response	Work Around	Permanent Correction	Status Updates
1	Continuous best efforts, 24 hours per day, 7 days per week	Immediate, but in no event to exceed 30 minutes	6 hours	3 calendar days	Every 3 hours prior to a Work Around and every calendar day thereafter
2	Commercially reasonable efforts, 24 hours per day, 7 days per week	1 hour	24 hours	5 calendar days	Every 6 hours prior to a Work Around and every calendar day thereafter
3	Commercially reasonable efforts, during normal business hours	1 Business Day	10 Business Days	20 Business Days	Every 2 Business Days prior to a Work Around and every 5 Business Days thereafter

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.

- c. **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.

i. **Availability of Third Party Applications.** The Statement of Work will outline specific Third Party Application integrations (the "**Integrated Third Party Software**") to be performed by Mark43 during the Professional 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, 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, but the final format of all Records will be determined in Mark43's sole 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 Cobalt will be recreated as a searchable PDF (or other mutually agreed to format as described above) using the standard Cobalt 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 Cobalt 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 Cobalt platform or export process for a period of six (6) months after the Cutoff Date.
- d. At Subscriber's written request, no less than 2 years 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

Mark43 CAD and RMS Recommended Hardware Equipment

CAD Dispatch Workstation	
Operating Systems Supported	Windows 7 and higher
Processor	Quad-core Intel processor
Memory	4 GB
Network Card Speed	2 Mbps
Screen Resolutions Supported	1920x1080
Hard Disk Space Required	80GB
Monitor	Dual 24 inch, flat panel, monitors
Additional Applications Software and Versions	Mark43 systems do not require any 3rd party software or plugins.
Graphics Card Recommended	2, 512 MB NVIDIA Quadro NVS 310, 4MON

RMS Workstation	
Operating Systems Supported	Windows 7 and higher
Processor	Single, quad-core Intel processor
Memory	4GB
Network Card Speed	1 Mbps or above internet connection. Lower speeds are possible but will result in degraded service.
Screen Resolutions Supported	1024x768
Hard Disk Space Required	80GB
Monitor	one 21" monitor
Additional Applications Software and Versions	Mark43 systems do not require any 3rd party software or plugins.
Graphics Card Recommended	AMD Radeon HD7000 series



CAD & RMS Mobile Laptop	
Operating Systems Supported	Windows 7 and higher
Processor	Single, quad-core Intel processor
Memory	4GB
Network Card Speed	1 Mbps or above internet connection. Lower speeds are possible but will result in degraded service.
Screen Resolutions Supported	1024x768
Hard Disk Space Required	80GB
Monitor	13"
Additional Applications Software and Versions	Mark43 systems do not require any 3rd party software or plugins.

Browser Requirements

Since the Mark43 platform is web-based, it can be accessed from any web browser. Mark43 requires using a modern web browser to access the system. IE 11 +, Edge, Safari (latest), Firefox (latest), Chrome (latest) are all supported. However, we recommend Chrome as it updates to the latest version automatically and is proven high performance. As far as devices that work with Mark43, we are hardware agnostic as long as a modern browser is supported. Deployed departments have used Panasonic Toughbooks as well as Getac tablets.

Interface Server Requirements

If 3rd party integrations are required, an interface server may be installed on site. The requirements of this server are:

Interface Server Requirements	
Sever Purpose	Servers only required for interfacing with 3rd party applications. Mark43 systems are cloud based and require no server hardware on-premise.
Operating System	RHEL 7, CentOS 7
Processor speed & quantity	3.1 Ghz
Cores per processor	2
Memory	8GB
Network Card Speed	2 Mbps
Network Card Quantity	1 NIC (2 NICs at 1 GBPS or greater preferred)
Screen Resolution	1024x768
Hard Disk Space Required	250GB
Hard Disk Space Drive Configuration	500GB

Networking/Firewall:



Inbound	Outbound	VPN	User Accounts
SSH over client VPN	All	Mark43 needs ability to SSH to the interface server over our client VPN for admin access purposes.	Admin user accounts for personnel with client VPN access.

Internet Connectivity Requirements:

Mark43's software-as-a-service platform is accessed via web browser and requires Subscriber to connect via an active internet connection.

In office, Mark43 requires a 1 GB internet connection along with a backup internet service provider line for redundancy purposes. In the field, Mark43 recommends a 4G LTE connection for best performance.

Evidence Hardware Requirements:

- Printers: Zebra printers, GX430T Model number GX43-102410-000
- Mobile phones: Android (likely one or two per Evidence location)
- Signature pads: Topaz Systems SigLite LCD 1x5, T-L460-HSB-R



APPENDIX A

Redondo Beach Police Department

STATEMENT OF WORK

mark43



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1. INTRODUCTION

This statement of work (hereinafter "SOW") which is attached to the Agreement as Exhibit A, details the effort necessary by Mark43 (hereinafter "Contractor") to implement for its Records Management System (RMS) and Evidence applications, along with interfaces to third party software as specified herein (hereinafter "System") at the Redondo Beach Police Department (hereinafter "Agency").

The Contractor will be responsible for all project tasks specified in the SOW, including building interfaces, data conversion/migration, testing, implementing, training, go-live and maintenance support. Notwithstanding the foregoing, or anything to the contrary in the Agreement, this SOW, or any other agreement, the Agency agrees and understands that it, and not the Contractor, 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.

The SOW guides the primary activities and responsibilities for implementation of the System. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party and identifies the criteria by which a task will be considered complete.

The SOW will include the following Attachments:

- **Attachment A – Initial Project Schedule** (to be finalized after Project Kickoff Meeting)
- **Attachment B – Training Methodology** (to be finalized by Contractor and the Agency during implementation)

The Agency agrees that Contractor shall not be held responsible for delays not within Contractor's control, including without limitation the Agency's failure to obtain any necessary consents or agreement from Third Party Providers.



1.1 Project Team Structure

The Contractor's project implementation team will consist of the following personnel:

ROLE	RESPONSIBILITIES	POC(s)
Project Executive Sponsor	Escalation point for issues that arise beyond the project level	Dave Jochim <i>VP of Deployments</i>
Project Team	The Mark43 Project Team will work closely with Redondo Beach Project Manager, Workflow Decision Makers, and Super users through the implementation process. The Client Solutions Manager will be the Agency's primary point of contact	Allan Mackiewicz <i>Director of Client Solutions</i> Colleen McCanna <i>Client Solutions Manager</i>
Technical Services Team	The Contractor's Technical Services Team is responsible for determine the scope of data migrations and any technical integrations between Contractor systems and other Third Party Vendor systems. This team will work closely with Agency IT personnel to ensure integration and data migration timelines are met	Karen Xiao <i>Technical Services Engineer</i>
Operational Support Team	The Contractor Operational Support Team is responsible for training Agency trains in accordance with Contractor's "train the trainer" training methodology. The Contractor Operational Support Team representatives will also be responsible for providing user support during and after cutover to Contractor systems.	Greer Davis <i>Director of Operational Support</i>

The Agency's Project Team should consist of designated personnel from each Redondo Beach agency with the various skill sets, knowledge and backgrounds required to implement the new systems. The following list identifies the recommended Project Team roles and corresponding responsibilities:



ROLE	RESPONSIBILITIES	POC(s)
Executive Sponsor <i>(Redondo Beach)</i>	Executive sponsors and escalation point in the Agency for issues that arise beyond the project level. Responsible for making decisions on recommended business process changes and other related items	TBD
Project Manager <i>(Redondo Beach)</i>	Contractor's primary point of contact in the Agency during the implementation process. Responsible for the day-to-day coordination of project activities with the Agency Project Team and with the Contractor Client Solutions Manager	TBD
Working Group Leaders <i>(Redondo Beach)</i>	Leaders from various functional groups within the Agency who have the expertise to opine on workflows and the authority to make decisions on changes to workflows at launch. These Working Group Leaders will serve as the lead Agency representative for their respective working groups (see below).	TBD

Throughout the implementation, Working Groups that include representatives from the Contractor and the Agency will be responsible for supporting, informing, and making decisions on the various tasks required for launch. The Working Group Leaders will be empowered with the authority to act as the final decision-maker for changes in System-related workflows, as needed.

Working Groups should include individuals who are able to answer specific questions about their area of responsibility. Additional Working Groups may be required based on the unique needs of the Agency.

WORKING GROUP	RESPONSIBILITIES	POC
---------------	------------------	-----



Patrol (Officers and Supervisors) (Redondo Beach)	Review and sign off on business processes related to first responder, patrol, and patrol supervisor workflows in Contractor systems based on expert knowledge of department policies	TBD
Investigations (Detectives & Supervisors) (Redondo Beach)	Review and sign off on business processes related to investigations and case management, to include detective and detective supervisor workflows in Contractor systems based on expert knowledge of department policies	TBD
Records (Redondo Beach)	Review and sign off on business processes related to records workflows, to include answering public information requests and expungements.	TBD
Property & Evidence (Redondo Beach)	Review and sign off on business processes related to property room workflows, to include logging and tracking evidence in Contractor systems based on expert knowledge of department policies	TBD
Booking (Redondo Beach)	Review and sign off on business processes related to the booking and processing of arrestees in Contractor systems based on expert knowledge of department policies	TBD
UCR/NIBRS (Redondo Beach)	Review and sign off on business processes related to monthly UCR or NIBRS reporting based on expert knowledge of department policies	TBD
Crime Analysis (Redondo Beach)	Review and sign off on business processes related to statistical analysis of data in Contractor systems based on expert knowledge of department policies and needs	TBD
GIS (Redondo Beach)	Responsible for providing the Contractor Client Solutions Manager	TBD



	with mapping updates during the course of the project and for installing map updates after implementation	
Communications & Dispatch <i>(Redondo Beach)</i>	Review and approve on business processes relation to Communications, call-taker, and dispatcher workflows in Contractor systems based on expert knowledge of Agency policies	TBD
Technology <i>(Redondo Beach)</i>	● Identify scope and provide documentation for any data migration ● Identify scope and provide documentation for any interfaces ● Identify technical gaps between existing systems and Contractor systems ● Define technical standards ● Introduce Third Party Vendors or other technical experts as needed to facilitate project goals	TBD
Policy & Change Management <i>(Redondo Beach)</i>	● Review business processes with the Agency and external agencies ● Identify areas of improvement in conjunction with the cutover to the Mark43 RMS ● Draft policy or General Order changes for approval by Agency Sponsor(s) ● Define report approval processes ● Implement new General Orders at launch	TBD
Training <i>(Redondo Beach)</i>	● Develop training plan for end users, Trainers, and system administrators	TBD



	● Schedule training sessions for all user groups ● Track and report training progress to the Contractor Project Team and Redondo Beach Project Manager	
Support <i>(Redondo Beach)</i>	● Define support model for Contractor systems ● Establish connections to existing Agency IT support (e.g. Help Desk)	TBD

1.2



1.3 Project Management Guidelines

Project management occurs throughout the project and is a component of every task. Overall project management activities for both Contractor and the Agency are listed here for reference.

The Contractor's project management responsibilities include the following:

- Maintaining project communications with the Redondo Beach Project Manager
- Managing the efforts of the Contractor Project Team and coordinating Contractor's activities with the Redondo Beach Project Manager
- Managing the efforts of subcontractors (if any) used by Contractor in the performance of the project
- Conducting monthly on-site status meeting with the Redondo Beach Project Manager
- Conducting weekly project review meetings with the Redondo Beach Project Manager via telephone conference calls
- Responding to issues raised by the Redondo Beach Project Manager within ten (10) calendar days
- Maintaining a list of project risks
- Preparing and submitting monthly status reports which include: the accomplishments of the previous month; planned activities; and any updates to the project schedule
- Ensuring Contractor personnel have ample time, resources, and expertise to carry out their respective tasks and responsibilities

Agency project management responsibilities include the following:

- Maintaining project communications with the Contractor Client Solutions Manager
- Managing the efforts of Agency personnel and coordinating Agency activities with the Contractor Client Solutions Manager
- Ensuring that Agency personnel have ample time, resources and expertise to carry out their respective tasks and responsibilities
- Participating in status meeting with the Contractor Client Solutions Manager on a monthly basis, or as may otherwise be reasonably required, to discuss project status
- Participating in weekly project review meeting with the Contractor Client Solutions Manager via telephone conference calls



- Providing responses to issues raised by the Contractor Client Solutions Manager via telephone conference calls
- Providing workspace for Contractor personnel, as reasonably requested

1.4 Statement of Work Task Format

Each task identified in the SOW includes the following:

- Task Description
- Contractor/Agency Participants
- Prerequisites
- Deliverables
- Contractor/Agency Responsibilities
- Completion Criteria

The tasks defined in the SOW may not be listed chronologically, and the actual project implementation tasks and timelines will follow the mutually agreed to Project Schedule, unless otherwise noted.

2. INITIAL PROJECT TASKS

The following tasks must occur prior to the start of the project and include the Contractor and Agency Project Teams.

2.1 Project Kick-Off Meeting

The objective of this task is to ensure that all project assumptions are valid and all requirements understood prior to beginning any significant work. A meeting for project kick-off will be held onsite after the Contract has been executed. During this meeting, the following topics will be covered:

- Logistics
 - Facilities tour, conducted by the Redondo Beach Project Manager
 - Facilities access and security requirements (during and after normal business hours)
 - Work space requirements for Contractor personnel while onsite
- Project Organization, Roles, and Responsibilities



- Project team members and contact information
- Communication Plan
- Project overview (high level review of the SOW and its Attachments, and the Master Services Agreement and its Exhibits)
- High level review of product and project deliverables
- Known project risks



CONTRACTOR TEAM PARTICIPATION

- Project Executive Sponsor
- Project Team Representative(s)
- Technical Services Team Representative(s)

AGENCY TEAM PARTICIPATION

- Executive Sponsor
- Redondo Beach Project Manager
- All Working Group Leaders

PREREQUISITES

- Contract signed
- SOW distributed to relevant Project Team members

DELIVERABLES

- Project kick-off meeting notes

CONTRACTOR RESPONSIBILITIES

- Review the project organization, roles, and responsibilities with the Agency
- Conduct a project overview including a review of the SOW to answer any outstanding questions and verify all aspects of the Project approach, per the topics listed above
- Work with the Agency to identify and document any potential project risks
- Provide meeting minutes, documented risks, and action items outlining anything that may affect project schedule, resources, and/or SOW
- Inform Agency of VPN requirements for project implementation and continued system maintenance



AGENCY RESPONSIBILITIES

- Review the SOW and work with the Contractor to verify the project approach
- Provide location and logistical support for project planning meeting
- Provide a complete list of stakeholders, to include Working Group Leaders and Working Group POCs, and any other resources as recommended by the Agency and the Contractor Client Solutions Team

COMPLETION CRITERIA

This task is considered complete after the on-site Project Kick-off Meeting with Contractor representatives in attendance; and upon delivery of the meeting minutes to the Agency and a mutually agreeable draft schedule has been prepared for the completion of the Project Schedule Review.

2.2 Project Schedule Review

The initial Project Schedule is Attachment A to this SOW. The Project Schedule identifies all tasks to be completed by the Contractor and the Agency during the lifecycle of the project, the responsible party for each task and the project milestones.

During this task, the Contractor and Redondo Beach Project Manager, as well as the Agency Executive Sponsors, and other Agency and/or Contractor personnel who can assist in scheduling decisions, will meet to review the schedule. The Contractor and Agency will verify the availability of resources to complete scheduled tasks and adjust the schedule by mutual agreement to accommodate any known variations in availability. The Contractor Client Solutions Manager will update the project schedule. The Contractor will deliver a final project schedule for Agency review within seven (7) calendar days of completing the Project Schedule Review meeting.

The Project Schedule will be updated monthly by the Contractor, throughout the course of the Project. All changes to the schedule will be mutually agreeable. Any schedule changes that occur will be a part of the monthly Project Status Report provided by the Contractor Client Solutions Manager.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)



AGENCY TEAM PARTICIPATION

- Executive Sponsor
- Redondo Beach Project Manager

PREREQUISITES

- Project Kick-off meeting

DELIVERABLES

- Completed Project Schedule

CONTRACTOR RESPONSIBILITIES

- Present and discuss Project Schedule
- Update Project Schedule with Agency and make changes and/or corrections that are mutually agreed

AGENCY RESPONSIBILITIES

- Provide input to the Project Schedule
- Commit resources to be available when required per the Project Schedule
- Review and approve the final Project Schedule within seven (7) calendar days of submittal by the Contractor

COMPLETION CRITERIA

This task is considered complete upon Agency approval of the Project Schedule resulting from the Project Schedule Review.

2.3

2.4 System Hardware Review

The objective of this task is to ensure the Agency's hardware and operating system server software can support the System.



As part of this task, the Contractor will facilitate a discussion with the Agency regarding the Agency's hardware and network environment. The Agency will also need to order any hardware and system software for which it is responsible, and which is needed to establish the System's functionality (e.g. Zebra label printers, smartphone for mobile evidence scanner, integration servers).

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)



AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)

PREREQUISITES

- Project Kick-off Meeting

DELIVERABLES

- Final list of hardware and/or software required for the Agency to establish the System's functionality

CONTRACTOR RESPONSIBILITIES

- Review and validate the specific hardware and software requirements with the Agency

AGENCY RESPONSIBILITIES

- Order hardware and operating software required to establish the System's functionality

COMPLETION CRITERIA

This task is considered complete after the Contractor has reviewed and validated the hardware and software requirements, and the Agency has ordered any required System hardware and/or software.



3. RMS IMPLEMENTATION TASKS

3.1 Department Assessment

The Contractor will conduct an onsite Department Assessment early in the project lifecycle with stakeholders from various Agency working groups. The purpose of the Department Assessment is to enable the Contractor to gain an understanding of the current report-writing and records management workflows in place. Additionally, these sessions are designed to help the Contractor and Agency begin to determine the most effective and efficient use of the proposed solution before it is implemented.

Following the conclusion of the Department Assessment, the Contractor will develop an Implementation Plan document. This document will provide a summary of the Agency's RMS business processes, as discussed during the Department Assessment meetings, and provide a plan for the implementation of the System. The document will also list any decisions and issues identified during the session. The Contractor will provide the Implementation Plan to the Agency for review and incorporate any Agency feedback and comments into the final version.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- All Working Group Leaders
- All Working Group Representatives

PREREQUISITES

- Project Kick-off Meeting
- Project Planning Meeting

DELIVERABLES



- On-site visit agenda
- Draft Implementation Plan
- Final Implementation Plan

CONTRACTOR RESPONSIBILITIES

- Develop Department Assessment materials, including an agenda
- Conduct Department Assessments sessions
- Document Department Assessment findings
- Develop draft Implementation Plan
- Incorporate Agency comments and deliver final Implementation Plan document

AGENCY RESPONSIBILITIES

- Coordinate Department Assessment sessions with Contractor
- Identify Department Assessment attendees and ensure they attend the session
- Provide meeting room(s) for Department Assessment sessions
- Review and approve the Implementation Plan for completeness and accuracy

COMPLETION CRITERIA

This task is considered complete when the Agency accepts the final Mark43 Implementation Plan incorporating Agency feedback and comments.

3.2

3.3 Interface Control Documentation

The goal of this task is to identify products and/or databases with which the Mark43 RMS is to be interfaced, and obtain the specific information needed to configure the interfaces and develop an Interface Control Document (ICD) for each RMS interface. The Agency will introduce the Contractor to third parties – including other vendors, state agencies, and local agencies – that control products and/or databases with which Mark43 products are to be interfaced. The Contractor is responsible for ensuring that the third party points of contact are the appropriate source of information needed to develop the ICDs and for mutually agreeing with Third Party Providers on the operational and technical interface requirements.



The Contractor will speak with the provided points of contact, research interface requirements and gather any available documentation that can clarify data schema, protocols, and query specifications the Contractor needs to develop and test the interfaces. The Contractor will finalize the ICDs and deliver the final documents to the Agency for approval of the functional content of the ICDs. The Contractor is responsible for ensuring the technical accuracy of the ICDs.



CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Third Party Provider Integration Stakeholder(s)

PREREQUISITES

- Project Kick-off Meeting
- Project Planning Meeting

DELIVERABLES

- Interface Control Documentation for the following integrations:
 - Pulsium (previously HiTech) CAD
 - CrossRoads
 - Livescan
 - COPLINK

CONTRACTOR RESPONSIBILITIES

- Lead the interface requirements gathering process, tracking outstanding items requiring resolution
- Convene with Agency and third party points of contact to gather information required to develop ICDs
- Ensure that third party points of contacts are appropriate sources of information necessary to develop ICDs



- Mutually agree with the Third Party Providers on the functional and technical interface requirements
- Gather all commercially available interface data detailed schema, protocols, and query specifications, as needed
- Review ICDs with Agency and incorporate feedback
- Finalize ICDs for Agency review and approval of functional content

AGENCY RESPONSIBILITIES

- Provide points of contact who are knowledgeable of the workflow and data requirements for each Agency hardware and software component with which the System will interface
- Provide or coordinate with persons who can provide Contractor with schema, protocols, and query specifications for Agency hardware and software components with which the System will interface
- Introduce Contractor to a primary point of contact for third parties, including other vendors, state agencies, and local agencies that control products and/or databases with which the System is to be interfaced
- Respond to Contractor questions and requests for information in a timely manner
- Enter into agreement(s) and/or statement(s) or work with Third Party Providers outlining any responsibilities of each Third Party Provider in connection with the interfaces and agreeing to pay related costs, expenses and fees of Third Party Providers
- Review and approve the content of the final ICDs

COMPLETION CRITERIA

This task is considered complete when the Agency has reviewed and approved the content of the finalized ICDs.

3.4 Data Conversion Study

The Contractor will analyze legacy RMS databases that are candidates for conversion into the Mark43 RMS and produce an initial mapping of legacy RMS data fields to the corresponding fields in the Mark43 RMS database tables.



The Contractor will conduct weekly phone calls (total number of sessions to be determined) to gather information about legacy RMS database(s) that are candidates for conversion into the Mark43 RMS. During this period, the Contractor will:

- Interview Agency subject matter experts
- View legacy data in the current system to see where it might fit in the Mark43 RMS database
- Examine documentation and sample data from the legacy system(s)

At the conclusion of the analysis, the Contractor will produce a Data Conversion Study document that contains:

- A high-level discussion outlining the conversion of legacy RMS data into the Mark43 RMS
- Identification of functional areas of the legacy system that are considered good candidates for conversion and those areas that are not considered good candidates, along with reasons why the functional areas are classified as “good” or “not good” candidates for conversion
- The historical time frame of the data to be converted

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)

AGENCY TEAM PARTICIPATION

- Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Records Working Group Leader
- Records Working Group Representative(s)



PREREQUISITES

- Project Planning Meeting

DELIVERABLES

- Mark43 RMS Data Conversion Study

CONTRACTOR RESPONSIBILITIES

- Remotely gather information necessary to analyze legacy RMS data conversion options
- Product the Mark43 RMS Data Conversion Study

AGENCY RESPONSIBILITIES

- Supply a subset of data to the Contractor Technical Services Team for use in the analysis and data mapping for data conversion
- Ensure Working Group Representatives who understand the structure and the use of legacy RMS data are available to work with the Contractor Technical Services Team for the duration of this task
- Provide additional data or scrubbed data based on feedback from the Contractor Technical Services Team, if requested

COMPLETION CRITERIA

This task is considered complete upon the Agency's acceptance of the Mark43 RMS Data Conversion Study.

3.5

3.6 System Configuration

The Contractor will setup and configure:

- Users



- Roles (user groups and associated permissions)
- Offense codes
- Shapefiles

The Agency will then have access to the application and can begin informal parallel processing (user acceptance testing). After creation of the Agency tenant, the Contractor will access the application remotely for subsequent implementation tasks, including configuring components, setting up interfaces, conducting testing, and troubleshooting problems.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)
- Operational Support Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Records Working Group Leader
- Records Working Group Representative(s)

PREREQUISITES

- VPN access is available
- Completion of RMS hardware delivery and installation (if applicable)

DELIVERABLES

- Mark43 RMS tenant for Agency



CONTRACTOR RESPONSIBILITIES

- Create a tenant on the Mark43 platform for Agency with configuration of users, roles, offense codes, shapefiles

AGENCY RESPONSIBILITIES

- Provide IT support and personnel, as required
- Provide list of all offense codes, charge codes and incident type codes to be used in Mark43 RMS in format specified by Contractor (e.g. Excel spreadsheet)
- Provide list of all users and corresponding roles/user groups in format specified by Contractor
- Provide shapefiles for the Agency's geographical jurisdiction

COMPLETION CRITERIA

This task is considered complete when the Agency verifies that the tenant has been created and is accessible for parallel processing (user acceptance testing).



3.7 Interface Development

During this task, the Contractor will develop the Mark43 RMS interfaces outlined in the “Interface Control Documentation” section above. Once the interfaces have passed the Contractor’s internal testing, the interface software will be ready for implementation and testing.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Third Party Provider Interface Stakeholder(s)

PREREQUISITES

- Agency review and approval of the ICDs
- Operation or availability of the external system or Third Party Provider software

DELIVERABLES

- Interfaces developed per the approved ICDs
- Interface software deployed in the Production tenant for testing

CONTRACTOR RESPONSIBILITIES

- Work with the required stakeholders to review interface requirements and design interfaces
- Develop interface software



- Conduct internal interface testing, prior to deployment
- Implement interface software and conduct integration testing
- Identify to the Agency any necessary certifications, and other related issues requiring Agency provided information - at least thirty (30) calendar days prior to scheduled interface installation

AGENCY RESPONSIBILITIES

- Provide subject matter expertise to Contractor, as needed
- Provide Contractor with any available technical documentation on third party systems and how data can be accessed (Data dictionaries, entity relationship documents or ICDs for existing interfaces)
- Provide introductions to appropriate points of contacts with Third Party Providers
- Provide VPN accounts to the Contractor Technical Services Team to access the network for interface development, testing and maintenance
- Provide the following values to Contractor:
 - IP addresses for remote databases
 - Socket value for remote systems
 - Operator IDs (ORIs, terminal mnemonics, as needed by remote systems)
- Provide System Administrator support to the Contractor, as needed
- Enter into agreement(s) and/or statement(s) or work with Third Party Providers outlining any responsibilities of each Third Party Provider in connection with the interfaces and agreeing to pay related costs, expenses and fees of Third Party Providers

COMPLETION CRITERIA

This task is considered complete when each interface (as defined in the ICD) is developed and tested in accordance with the ICDs.

3.8 Integration Testing



Once the RMS features and interfaces have been tested internally by the Contractor, the Contractor will make them available for integration and testing by the Agency. This level of testing is performed by the Contractor and Third Party Provider interface stakeholders (and assumes that the Third Party Provider will make available any testing environment). The Contractor will perform this task remotely.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Technology Working Group Leader
- Technology Working Group Representative(s)
- Third Party Vendor Interface Stakeholder(s)

PREREQUISITES

- Completion of Interface Development

DELIVERABLES

- Test plans for each integration, as mutually agreed on by the Contractor and respective Third Party Provider

1.

CONTRACTOR RESPONSIBILITIES

- Deploy interfaces to the Production tenant
- Conduct integration and testing activities



AGENCY RESPONSIBILITIES

- Provide IT support and personnel, as required
- Facilitate introductions between Contractor and Third Party Providers, and assist in obtaining technical documentation and interface points required for the respective integration
- Enter into agreement(s) and/or statement(s) or work with Third Party Providers outlining any responsibilities of each Third Party Provider in connection with the interfaces and agreeing to pay related costs, expenses and fees of Third Party Providers

COMPLETION CRITERIA

This task is considered complete when the Agency verifies that the Contractor has completed its integration and testing activities and receives notice that the Mark43 RMS is ready for functional testing.

3.9



3.10 Functional Testing

The Agency and Contractor will conduct functional testing of the System. Agency Working Group representatives will verify the operability of each functional item in test scripts provided by the Contractor. The Contractor and the Agency will jointly document and track the results of the test as either pass or fail. The Contractor will have up to ten (10) business days to propose a preliminary solution and delivery estimate for any functional item that fails a test. The Agency will re-test Contractor corrections and report the findings until issues are resolved.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Representatives from all Working Groups

PREREQUISITES

- Creation of a tenant for Agency with configuration of users, roles, offense codes, shapefiles
- Agency and Contractor mutual confirmation that the System is ready for testing

DELIVERABLES

- Contractor-created test scripts to verify the operability of System features and workflows
- Completion of the System Functional Testing

CONTRACTOR RESPONSIBILITIES

- Certify all applicable software, systems and ancillary systems as ready for System functional testing
- Provide on-site assistance during functional testing, as needed



- Document and review any discrepancies identified during the functional testing process
- Correct any functional item that fails a test, provide a mutually acceptable workaround and/or propose a preliminary solution and delivery estimate for any functional item that fails a test

AGENCY RESPONSIBILITIES

- Execute functional testing
- Track and document test results
- Retest Contractor corrections and/or mutually acceptable workaround

COMPLETION CRITERIA

This task is considered complete when the System successfully passes the functional testing, as defined in the test scripts provided by the Contractor, and the Contractor has either provided solution(s) for the failed test(s) or; the Agency has approved a Contractor-provided workaround or plan for correction.

3.11 Policy/General Orders Review

The Contractor will assist the Agency in revising Policy/General Orders for records management and field reporting. The Contractor will provide suggestions based on RMS product expertise and feedback from Functional Testing. The Agency will ultimately be responsible for writing, disseminating and enforcing the new Policy/General Orders prior to cutover to the System.

2.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Executive Sponsor



- All Working Group Leaders
- Policy & Change Management Working Group Representative(s)

PREREQUISITES

- Completion of Functional Testing
- Delivery of current records management and field reporting Policy/General Orders to Contractor

DELIVERABLES

- Revised Policy/General Orders for records management and field reporting with the System

CONTRACTOR RESPONSIBILITIES

- Review Agency's current Policy/General Orders for records management and field reporting and recommended language changes, where applicable, based on product expertise and Functional Testing feedback
- Review draft revised Policy/General Orders from Agency for product workflow accuracy
- Review final revised Policy/General Orders from Agency for product workflow accuracy

AGENCY RESPONSIBILITIES

- Identify appropriate points of contact for Policy/General Orders revision, review, approval
- Provide Contractor current Policy/General Orders for records management and field reporting
- Draft revised Policy/General Orders and provide to Contractor for review of product workflow accuracy
- Finalize revised Policy/General Orders and provide to Contractor for review product workflow accuracy



- Disseminate revised Policy/General Orders to all users prior to cutover to the System

COMPLETION CRITERIA

This task is considered complete when the Agency has finalized revised Policy/General Orders for records management and field reporting that accurately reflects System workflows, and established the dissemination/effective date for cutover to the System.

3.12 Product Documentation

The Contractor will deliver the deliver final technical documentation as listed under the “Deliverables” section below. Documentation will be delivered in electronic copy, which will enable the Agency to distribute copies within the organization as needed to support the System.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager

3.

PREREQUISITES

- Functional Testing
- Interface Development and Testing

DELIVERABLES

Contractor will deliver the following product documentation in electronic format:

- System Administration/Technical Documentation:
 - Application Programming Interface (API) Technical Manual
 - RMS Data Dictionary



- User Documentation
 - System User Guide(s)

CONTRACTOR RESPONSIBILITIES

- Deliver the product documentation listed above

AGENCY RESPONSIBILITIES

- None

COMPLETION CRITERIA

This task is considered complete upon the Agency's acceptance of the documents listed above under the "Deliverables" section.

3.13 Trainer Training

The Contractor will provide Train-the-Trainer courses per the Training Curriculum in Attachment B. The Training curriculum includes Train-the-Trainer courses designed to prepare Agency Trainers for end-user training and Administration courses designed to prepare Agency admin personnel to configure and support the System.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Support Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Designated Agency Trainers

PREREQUISITES

- Completion of Functional Testing



- Configuration and testing of the System
- Delivery of Product Documentation

DELIVERABLES

- Contractor on-site training services
- Agency Trainer training course material
- End user training course material

CONTRACTOR RESPONSIBILITIES

- Provide System training for Agency Training staff members for all RMS features per a mutually agreed to schedule and as defined the Training Curriculum in Attachment B
- Provide training materials for classes

AGENCY RESPONSIBILITIES

- Identify Agency Trainers from necessary Working Groups
- Designate and assign personnel to receive training in groups not to exceed the class size listed in the Training Curriculum in Attachment B
- Provide sufficient copies of training documentation to support all students in the training classes
- Provide the necessary classrooms, facilities, and copies of the materials
- Provide one full-function workstation per student, one full-function workstation for the instructor, a projection screen, a whiteboard and connectivity to the server
- Ensure that appropriate Agency Trainers are available to actively participate in the entire scheduled training programs

COMPLETION CRITERIA



This task is considered complete at the conclusion of all Contractor-provided Trainer training sessions for the System as per the Training Curriculum in Attachment B.

3.14

3.15 Cutover Plan

The Contractor and the Agency will jointly develop a Cutover Plan that details the steps necessary to move into live operations. To ensure that the move to live operations goes as smoothly as possible, the Cutover Plan will assign tasks and responsibilities to both Contractor and Agency personnel during the final month before cutover to live operations. The Plan will cover Agency staffing, movement of equipment into final locations, final production database clean out of test events, issue reporting procedures, and planned sequence of events for the cutover day.

The Contractor will provide the initial draft of the Cutover Plan to the Agency for review. The Agency will review the draft and provide feedback to the Contractor to incorporate into a final Cutover Plan.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Executive Sponsor
- All Working Group Leaders

PREREQUISITES

- None

DELIVERABLES

- Draft Cutover Plan
- Final Cutover Plan



CONTRACTOR RESPONSIBILITIES

- Create a draft Mark43 Cutover Plan
- Work with Agency personnel to refine the Cutover Plan
- Submit a final Mark43 Cutover Plan

AGENCY RESPONSIBILITIES

- Review and comment on the draft Mark43 Cutover Plan
- Work with Contractor personnel to refine the Cutover Plan
- Review and approve the final Mark43 Cutover Plan

COMPLETION CRITERIA

This task is considered complete when the Agency has reviewed and approved the final Mark43 Cutover Plan no less than thirty (30) calendar days prior to the scheduled cutover.

3.16

3.17 Cutover Readiness Review

3.18

The purpose of this meeting between the Contractor and the Agency is to confirm that all preparations for Mark43 Cutover activities have been completed. The Readiness Review verifies that the following has occurred:

- Cutover Plan approval
- Identification and approval of a schedule for cutover activities
- Identification and scheduling of Contractor and Agency resources required for go-live activities
- Notification of planned system cutover to internal and external interface stakeholders supplying systems integral to go-live operations
- Data conversion audit complete and approved
- Policy/General Orders revisions completed, approved, and scheduled for effective date at cutover



- Post-cutover Support procedures established

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)
- Support Team Representative(s)

AGENCY TEAM PARTICIPATION

- Project Manager
- Executive Sponsor
- All Working Group Leaders

PREREQUISITES

- Completion of all end-user training designated by the Agency as being required for “go-live”
- Completion of revised Policy/General Orders

DELIVERABLES

- Completion of the Readiness Review Meeting
- Agency final approval for cutover to live operations on the date/time specified in the Cutover Plan

CONTRACTOR RESPONSIBILITIES

- Provide specified personnel to attend Readiness Review meeting

AGENCY RESPONSIBILITIES



- Provide specified personnel to attend Readiness Review meeting
- Provide final approval for cutover to live operations on the date/time specified in the Cutover Plan

COMPLETION CRITERIA

This task is considered complete upon conclusion of the Readiness Review meeting and documentation of Agency approval to commence with Mark43 cutover.



3.19 Cutover

Once the Contractor and the Agency have held the Readiness Review meeting, the Contractor will certify the System as operational and ready for cutover. The final decision for cutover to live operations ultimately rests with the Agency. Upon cutover to Mark43, Contractor personnel will assist the Agency in placing the System into production use. Contractor personnel will be on-site at least one (1) day prior to live operations and will provide post-cutover on-site support for three (3) days.

Agency Trainers will be scheduled to provide knowledgeable Agency support to all shifts during the first few days after cutover to live operations in conjunction with the scheduled Contractor staff.

CONTRACTOR TEAM PARTICIPATION

- Project Team Representative(s)
- Technical Services Team Representative(s)
- Support Team Representative(s)

AGENCY TEAM PARTICIPATION

- Redondo Beach Project Manager
- Executive Sponsor
- All Working Group Leaders

PREREQUISITES

- Completion of all prior projects tasks
- Completion and acceptance of the Mark43 Cutover Plan
- Completion of the Readiness Review meeting
- Completion of changes to Policy/General Orders

DELIVERABLES



- Contractor on-site support services for three (3) days during cutover

CONTRACTOR RESPONSIBILITIES

- Assist Agency staff in placing the System into a production status
- Monitor the initial operation of the System and answer any operational questions raised by the Agency
- Assist end users in utilizing the System
- Provide remote support following on-site cutover support

AGENCY RESPONSIBILITIES

- Place the System into production and begin operational use in consultation with Contractor and in accordance with the Cutover Schedule
- Provide Trainers to answer end-user questions, in conjunction with the Contractor staff
- Provide a detailed list of questions and issues that still require explanation or resolution by Contractor at the end of each day
- Ensure new Policy/General Orders are in effect and readily available for user reference

COMPLETION CRITERIA

This task is considered complete after three (3) days from cutover and on-site Contractor support has ended.





CERTIFICATE OF LIABILITY INSURANCE

9/23/2018

DATE (MM/DD/YYYY)

12/5/2017

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 Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME:	FAX
	PHONE (A/C, No, Ext):	(A/C, No):
INSURED 1436381 Mark43 Inc. 28 East 28th Street, 12 Flr. New York NY 10016	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	NAIC # 20443
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 15089516**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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:	Y	Y	6020088456	10/14/2017	10/14/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	6020088456	10/14/2017	10/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED \$ RETENTION \$	N	N	6024567826	10/14/2017	10/14/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 SIR \$ 10,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	6020033084	9/23/2017	9/23/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property	N	N	6020088456(Property)	10/14/2017	10/14/2018	BPP: \$26,530 Deductible: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Redondo Beach is included as additional insured as required by written contract. Waiver of Subrogation applies per written contract.

CERTIFICATE HOLDER

15089516
City of Redondo Beach
415 Diamond Street
Redondo Beach CA 90277

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED – LIABILITY EXTENSION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Policy.

1. ADDITIONAL INSURED – BLANKET VENDORS

WHO IS AN INSURED is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its

own acts or omission or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
4. This provision **2.** does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS

WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs **2.a.** through **2.h.** below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured – Your Work

That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from your work for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:

- (1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (2) The coverage provided to the additional insured by this endorsement and paragraph **F.9.** of the definition of "insured contract" under **Liability and Medical Expenses Definitions** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- (3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your

behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury," "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **b.** through **h.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

3. The following is added to Paragraph H. of the BUSINESSOWNERS COMMON POLICY CONDITIONS:

H. Other Insurance

4. This insurance is excess over any other valid and collectible insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

4. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k. Damage To Property, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

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- B. Under B. Exclusions, 1. Applicable to Business Liability Coverage**, the last paragraph of 2. Exclusions is deleted and replaced by the following:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

- C. The first Paragraph under item 5. Damage To Premises Rented To You Limit of Section D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property **damage**" to **any one premises**, while rented to you, or temporarily occupied by you, with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

5. Blanket Waiver of Subrogation

We waive any right of recovery we may have against:

- a.** Any person or organization with whom you have a written contract that requires such a waiver.

6. Broad Knowledge of Occurrence

The following items are added to **E. Businessowners General Liability Conditions** in the **Businessowners Liability Coverage Form**:

- e.** Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:
- (1)** You or any additional insured that is an individual;
 - (2)** Any partner, if you or an additional insured is a partnership;
 - (3)** Any manager, if you or an additional insured is a limited liability company;
 - (4)** Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
 - (5)** Any trustee, if you or an additional insured is a trust; or
 - (6)** Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph **e.** applies separately to you and any additional insured.

7. Bodily Injury

Section F. Liability and Medical Expenses Definitions, item 3. "Bodily Injury" is deleted and replaced with the following:

"**Bodily injury**" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

8. Expanded Personal and Advertising Injury Definition

- a.** The following is added to **Section F. Liability and Medical Expenses Definitions, item 14. Personal and Advertising Injury, in the Businessowners General Liability Coverage Form**:

- h.** Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is based solely on either disparate impact (as opposed to disparate treatment) or vicarious liability, and:

- 1.** Not done intentionally by or at the direction of:

- a.** The insured; or
b. Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- 2.** Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

- b.** The following is added to Exclusions, **Section B.:**

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- c.** This provision (**Expanded Personal and Advertising Injury**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

9. Personal and Advertising Injury Re-defined

Section F. Liability and Medical Expenses Definitions, item 14, Personal Advertising Injury, Paragraph c. is replaced by the following:

- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a

room dwelling or premises that a person or organization occupies committed by or on behalf of it's owner, landlord or lessor.

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