



## PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
<b>Customer Name:</b> Redondo Beach Police Department	<b>Contact:</b> Chief Joe Hoffman
<b>Address:</b> 401 Diamond St, Redondo Beach, CA 90277	<b>Phone:</b> (310) 372-1171
<b>Email:</b> Joe.Hoffman@redondo.org	<b>Fax:</b> N/A

Peregrine Services
<b>Effective Date:</b> July 9, 2024
<b>Term:</b> From the Effective Date through July 9, 2025 (" <u>Initial Term</u> ").
<p><b>Service Fee:</b> The following fee schedule is available to the Customer if Order Form is signed on or before July 30, 2024. Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee of \$96,500 annually for the Initial Term as follows:</p> <ul style="list-style-type: none"><li>a. \$96,500 within 45 days of the Effective Date</li></ul> <p>The Customer shall have the option to continue use of the service for up to two (2) additional annual terms. If Customer chooses to exercise those options, Customer shall pay Peregrine a service fee of \$96,500 annually as follows:</p> <ul style="list-style-type: none"><li>a. \$96,500 within 45 days of July 10, 2025</li><li>b. \$96,500 within 45 days of July 10, 2026</li></ul>
<b>Users:</b> Customer may allow an unlimited number of employees of the Redondo Beach Police Department to access and use the Service.
<b>Onboarding and Training Services:</b> Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.
<b>Professional Services:</b> Peregrine will deliver the Service in accordance with the Statement of Work in the attached Appendix C. The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: Mark43 CAD, Mark43 RMS, Axon Evidence.com, Vigilant LPR (30-day retention), Flock LPR (30-day retention), LaserFiche.

This fee schedule provides coverage for up to 40 million annual LPR reads and includes coverage for up to \$5,000 of third-party API or integration fees. Customer is responsible for any such third-party fees in excess of \$5,000.

Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in a statement of work.

For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions and Appendix C.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the “**Terms and Conditions**,” and together with this Order Form, the “**Agreement**”). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order Form, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

**Peregrine:**

By: \_\_\_\_\_

Name: Nicholas NooneTitle: President & CEOSigned by: XXXX**Customer:**

By: \_\_\_\_\_

Name: James A. LightTitle: Mayor

Attest:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

Approved as to form:

\_\_\_\_\_  
Michael W. Webb, City Attorney

## Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form (“**Order Form**”) by Peregrine Technologies, Inc. (“**Peregrine**”) to the Redondo Beach Police Department (“**Customer**”). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

### 1. Definitions.

“**Aggregated Data**” has the meaning specified in Section 6.1.

“**CJIS Security Policy**” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

“**Client-Side Software**” means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine’s mobile application(s).

“**Criminal Justice Information Services Division**” or “**CJIS**” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

“**Customer Data**” means any of Customer’s data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine’s integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Aggregated Data.

“**Documentation**” means the materials supplied by Peregrine hereunder, in any media, including any and all installer’s, operator’s and user’s manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

“**Personal Information**” means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered “personal data”, “personally identifiable information”, or something similar under applicable laws, rules, or regulations relating to data privacy.

“**Professional Services**” has the meaning specified in Section 2.2.

“**Service**” means Peregrine’s proprietary platform that assists Users with criminal investigations and police leadership decision making, consisting of a hosted web-based interface and the Client-Side Software. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

“**SOW**” has the meaning specified in Section 2.2.

“**Third Party Data**” means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

“**Third Party Products**” means any third-party products provided with, integrated with, or incorporated into the Service, including Third Party Data.

“**Users**” means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

### 2. Provision of the Service and Additional Services.

**2.1. Service.** During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Customer may: (a) access and use the Service for up to the number of Users set forth in the Order Form, (b) download and reproduce the applicable Documentation solely for internal use in association with the Service, and (c) download, install, and use any Client-Side Software in support of Customer’s

use of the Service, in each case on a nonexclusive, non-transferable, and non-sublicensable basis and solely for Customer's internal business purposes. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("**Onboarding and Training Services**"), and (iii) telephone and standard technical support to Customer during normal business hours ("**Technical Support**"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

**2.2. Professional Services.** Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "**SOW**," and such services, the "**Professional Services**"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below. To the extent the Professional Services result in any software code or other tangible work product ("**Work Product**"), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer's authorized use of the Service under this Agreement. Customer shall permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Professional Services.

**2.3. Access and Policies.** Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the currently adopted CJIS Security Policy (<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>) and any amendments thereto. Peregrine shall implement and maintain all physical, personnel, technical, encryption, and cybersecurity controls as outlined in the CJIS Security Policy. This includes, but is not limited to, the following duties and obligations:

- 2.3.1.** Peregrine shall establish and enforce stringent access controls to ensure that only authorized personnel can access Customer Data.
- 2.3.2.** Peregrine shall continuously monitor access and usage of Customer Data to detect and respond to any unauthorized activities or security breaches.
- 2.3.3.** Peregrine shall develop, implement, and maintain a robust incident response plan to address any data breaches or security incidents in compliance with the CJIS Security Policy.
- 2.3.4.** Peregrine shall use encryption technologies to protect Customer Data both at rest and in transit, ensuring compliance with CJIS encryption requirements.
- 2.3.5.** Peregrine shall adhere to CJIS-defined policies for remote access, ensuring that all remote interactions with Customer Data are secure and compliant with the highest security standards.

**2.4. Compliance with Applicable Laws.** Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.

**2.5. Licenses and Permits.** Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

**2.6. Nondiscrimination and Equal Opportunity.** Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

**2.7. Suspension.** Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Peregrine's provision of the Service to Customer or any User is prohibited by applicable law; or (vi) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

**2.8. Third Party Products.** Peregrine may from time to time make Third Party Products available to Customer or Peregrine may allow for certain Third Party Products to be integrated with the Service. For purposes of this Agreement, such Third Party Products are subject to their own terms and conditions. Peregrine is not responsible for the operation of any Third Party Products and makes no representations or warranties of any kind with respect to Third Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third Party Products, then Customer should not install or use such Third Party Products. By authorizing Peregrine to transmit Customer Data from Third Party Products into the Service, Customer represents and warrants to Peregrine that it has all right, power, and authority to provide such authorization. Peregrine shall ensure that any third parties involved in the provision or integration of Third Party Products comply with the same security and data protection standards as set forth in this Agreement. This includes, but is not limited to, the following obligations for third parties:

- 2.8.1. Third parties must comply with all security and data protection standards required under this Agreement, including the CJIS Security Policy and any amendments as described in Section 2.3.
- 2.8.2. Third parties must establish stringent access controls, continuously monitor access and usage of Customer Data, and use encryption technologies to protect Customer Data both at rest and in transit.
- 2.8.3. Third parties must develop, implement, and maintain a robust incident response plan to address any data breaches or security incidents, ensuring compliance with all applicable standards.
- 2.8.4. Peregrine shall conduct regular audits and monitoring of third parties to ensure compliance with these standards and immediately address any security vulnerabilities or breaches.

Peregrine shall ensure that any third parties it engages comply with these obligations and shall indemnify and hold harmless Customer from any breaches or failures to comply with the terms set forth in this Agreement by such third parties.

**2.9. Open Source Components.** Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries (“**Open Source Components**”). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer’s request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

**2.10. CJIS Requirements.** Peregrine certifies that it and its personnel will comply with the following security requirements: (a) Peregrine agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Peregrine agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Peregrine will only provide access to the Service and any Third Party Data through Peregrine-managed role-based access and applied sharing rules configured by Peregrine; (d) Peregrine agrees to create and retain activity transaction logs to enable auditing by Customer staff, CJIS and any Third Party Data owners; (e) Peregrine agrees to perform independent employment background screening for its staff at Peregrine’s own expense; and (f) Peregrine agrees to reinforce staff policies for creating User accounts with only one Peregrine domain email address for each User, with exceptions only as granted in writing by Customer.

### **3. Customer Responsibilities.**

**3.1. Generally.** Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d) ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

**3.2. Use Restrictions.** Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j) access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine’s detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way

**3.3. CJIS Requirements.** Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the

purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

**3.4. Operation Restrictions.** Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

**3.5. Customer Logo.** Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that Peregrine obtain Customer's written consent prior to such use and it complies with any standard trademark guidelines provided by Customer to Peregrine.

**3.6. Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

#### **4. Fees & Payment.**

**4.1. Fees.** Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.

**4.2. Payment Terms.** Except as set forth on the Order Form, Customer shall pay all fees within forty-five (45) days of Customer's receipt of the invoice.

**4.3. Taxes.** Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

**5. Proprietary Rights.** The "**Peregrine Technology**" means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services. Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth in Section 2.1 above, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, "**Peregrine Technology**" does not include Customer Data.

#### **6. Data Access, Sharing and Security.**

**6.1. Customer Data.** Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer's usage of the Service (e.g., frequency of logins) ("**Peregrine Insights**") and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users ("**Aggregated Data**") for Peregrine's internal business purposes and to operate and improve Peregrine's proprietary software and services, and that

Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

**6.2. CJIS Security Policy.** Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.

**6.3. Third Party Data.** Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner's retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine's applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

**6.4. Processing of Personal Information.** Peregrine's rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine's Privacy Policy <<https://peregrine.io/privacy-policy/>>. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.

**6.5. Sensitive Information; Marking Requirements.** To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment ("**Sensitive Information**"), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information. Notwithstanding the foregoing, Peregrine shall treat all Customer Data as sensitive, proprietary, restricted, or otherwise requiring sensitive treatment ("**Sensitive Information**") unless explicitly directed otherwise by the Customer in writing. This includes all information protected by SB 1382 and all information within the scope of CJIS compliance.

6.5.1. Peregrine shall implement and maintain stringent access controls, encryption, and other protective measures in compliance with SB 1382 and the CJIS Security Policy to safeguard all Customer Data as Sensitive Information.

6.5.2. Peregrine shall ensure that all personnel handling Customer Data are trained on and adhere to these protective measures.

6.5.3. Peregrine shall immediately notify the Customer of any unauthorized access, disclosure, or loss of Sensitive Information and shall take all necessary actions to mitigate any potential harm and comply with applicable legal requirements.

## **7. Confidentiality.**

**7.1. Definition of Confidential Information.** The term "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.



**7.2. Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

**7.3. Exceptions.** The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; (d) is received from a third party without breach of any obligation owed to the Disclosing Party; (e) required to be disclosed by the receiving party pursuant to law, rule, regulation, subpoena, or court order, including but not limited to the California Public Records Act (CALIFORNIA PUBLIC RECORDS ACT GOVERNMENT CODE SECTION 6250 ET SEQ.); (f) disclosed due to a rule, order, referral, or request, including without limitation any rule, order, referral, or request of Customer's City Council; or (g) disclosed as part of the Customer's customary contract approval process.

**7.4. Public Records Acts.** Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a "**Public Records Act**"). Nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with an applicable Public Records Act to the extent legally required.

**7.5. Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

## **8. Warranties & Disclaimers.**

**8.1. Warranties.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service using personnel of required skill, experience, and qualifications and in a professional manner consistent with generally recognized industry standards for similar services. Peregrine further commits to the continuous training of its personnel involved in the delivery of the Service, and (ii) the Service will perform substantially in accordance with the functional specifications set forth in the associated documentation provided to the Customer at the time of contract execution. Peregrine will promptly correct any Service failures to conform to this warranty at no additional charge to the Customer.

**8.2. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **9. Indemnification.**

### **9.1. Indemnification by Peregrine.**

9.1.1. Peregrine shall, at its expense, defend the Customer and its officers, directors, officials, agents, volunteers, and employees ("Customer Indemnified Parties") against any claim made or brought against any Customer Indemnified Party by a third party alleging that:

- (a) The Service as provided to Customer, when used in accordance with this Agreement, infringes any intellectual property rights of a third party (each, a “Customer Claim”).
- (b) There has been a breach of data security, unauthorized access, disclosure, or loss of Customer Data due to Peregrine’s actions or negligence, including but not limited to any failures in complying with the CJIS Security Policy or SB 1382.

9.1.2. Peregrine shall indemnify and hold the Customer Indemnified Parties harmless from and against any liability, loss, damage, claims, expenses, and costs, including without limitation, attorney’s fees, awarded by a court or agreed to in a settlement by Peregrine with respect to such Customer Claim; provided that the Customer:

- (a) Gives written notice of the Customer Claim to Peregrine;
- (b) Allows Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not settle any claim unless it unconditionally releases Customer of all liability);
- (c) Provides to Peregrine, at no cost to Customer, all reasonably available information and assistance in the defense and settlement of the Customer Claim.

9.1.3. Peregrine shall have no obligations under this Section 9.1 with respect to claims arising from:

- (a) Customer’s use of the Service in a manner not expressly authorized by this Agreement;
- (b) modifications to the Service made by any party other than Peregrine, if the infringement claim would not have arisen but for such modification;
- (c) the combination of the Service with any other product, software, or service not provided by Peregrine if the infringement claim would not have arisen but for such combination;
- (d) Customer’s continued use of the Service or any part thereof after Peregrine advised Customer to discontinue use due to such a claim;
- (e) Third Party Products incorporated into the Service at Customer’s request, unless such incorporation has been authorized by Peregrine in writing, in which case Peregrine will indemnify the Customer.

9.1.4. Should Peregrine believe that the Service is likely to become the subject of a claim of infringement, Peregrine shall at its option and expense:

- (a) procure for the Customer the right to continue using the Service;
- (b) replace or modify the Service so that it becomes non-infringing;
- (c) if options (a) and (b) cannot be accomplished despite Peregrine’s reasonable efforts, terminate the Agreement with respect to the disputed services and refund any pre-paid fees covering the remainder of the term of the terminated services.

**9.2. Indemnification by Customer.** To the extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless Peregrine and its affiliates, officers, agents, and employees from any claims, damages, losses, liabilities, and expenses, including attorneys’ fees, arising from or related to any third-party claim concerning: (a) Customer’s or its users’ negligence, willful misconduct, or fraud; (b) use of the Service in a manner not explicitly authorized in writing by this Agreement; or (c) the processing of Customer Data by Peregrine strictly adhering to the agreed data handling and privacy terms set forth herein. Peregrine must promptly notify the Customer of any such claim, cooperate reasonably with Customer in the defense of the claim, and allow Customer control over the defense and settlement, except that any settlement requiring Peregrine to admit liability or incur any expense must be consented to by Peregrine, which consent shall not be unreasonably withheld or delayed. Peregrine’s failure to respond to a settlement proposal within fifteen (15) business days will be deemed as consent.

**9.3. Sole Remedy.** THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PEREGRINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.

## **10. Limitation of Liability.**

**10.1. Exclusion of Consequential and Related Damages.** EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**10.2. Liability Cap.** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY WITHIN THIS AGREEMENT, THE AGGREGATE LIABILITY OF PEREGRINE FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO PEREGRINE UNDER THIS AGREEMENT IN THE THIRTY SIX (36) MONTHS IMMEDIATELY PRECEDING THE CLAIM, EXCEPT IN CASES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THERE SHALL BE NO CAP ON PEREGRINE'S LIABILITY FOR DIRECT DAMAGES.

## **11. Term & Termination.**

**11.1. Term of Agreement.** This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2

**11.2. Termination for Cause.** A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.

**11.3. Data.** Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Within thirty (30) days of the termination or expiration date, Peregrine shall:

**11.3.1.** Delete all Customer Data, including any backup copies, from its systems and any third-party systems used in the provision of the Service, unless otherwise legally prohibited.

**11.3.2.** Sever all connections to any agency and cloud systems used in the provision of the Service, ensuring that no residual access to Customer Data remains.

**11.3.3.** Provide written confirmation to the Customer that all Customer Data has been deleted and all connections have been severed as required.

**11.4. Survival.** The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.3, 7, 8, 9, 10, 11.2, 11.3, and 12.

## **12. General Provisions.**

**12.1. Insurance.** Peregrine shall maintain the insurance coverages described on Appendix A: Insurance.

**12.2. Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

**12.3. Peregrine's Books and Records.** To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.

**12.4. Force Majeure.** Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

**12.5. Federal Government.** Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

**12.6. Additional Government Terms.** Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "**Additional Government Terms**"). The Additional Government Terms, if any, are attached hereto as **Error! Reference source not found.**, and will govern to the extent of any conflict with any other term of this Agreement.

**12.7. Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

**12.8. Waiver; Cumulative Remedies Severability.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**12.9. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**12.10. Governing Law.** This Agreement shall be governed by the laws of California. The state courts located in Los Angeles County, CA or in the United States District Court for the Central District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

**12.11. Construction.** The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any

particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation” and “discretion” means sole discretion

**12.12. Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

## Appendix A: Insurance

Peregrine, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Peregrine's bid or proposal. Peregrine shall be fully responsible for the acts and omissions of its subcontractors or other agents.

**Workers' Compensation.** Peregrine shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Peregrine in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Customer upon written verification that Peregrine is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

### **Commercial General and Automobile Liability Insurance**

General requirements. Peregrine, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$2,000,000 per occurrence and \$4,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

### **Cyber Liability Insurance**

Peregrine, at its own cost and expense, shall maintain cyber liability insurance for the term of this Agreement in an amount not less than \$3,000,000 per occurrence to cover data breaches, cyberattacks, and other cybersecurity risks.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Peregrine has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Peregrine. Coverage can be provided in the form of an endorsement to the Peregrine's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Peregrine's insurance covered shall be primary insurance as respects the Customer, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents or volunteers shall be excess of the Peregrine's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Peregrine agrees to give at least 30 days prior written notice to Customer before coverage is canceled or modified as to scope or amount.

### **Professional Liability Insurance.**

General requirements. Peregrine, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 per occurrence or claim covering the Peregrine's errors and omissions.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Peregrine must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.

**All Policies Requirements.**

Submittal Requirements. Peregrine shall submit the following to Customer prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Peregrine shall have a self-insured retention or deductible of no more than \$100,000.

Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

Waiver of Subrogation. Peregrine hereby agrees to waive subrogation which any insurer or contractor may require from Peregrine by virtue of the payment of any loss. Peregrine agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Customer for all work performed by the Peregrine, its employees, agents, and subcontractors.

Subcontractors. Peregrine shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Peregrine shall ensure that Customer, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Peregrine maintains higher insurance limits than the minimums specified herein, Customer shall be entitled to coverage for the higher limits maintained by the Peregrine.

Remedies. In addition to any other remedies Customer may have if Peregrine fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option, order Peregrine to stop work under this Agreement and withhold any payment that becomes due to Peregrine hereunder until Peregrine demonstrates compliance with the requirements hereof, or terminate this Agreement.

## Appendix B: Provisions for California Public Entities

**Compliance with Applicable California Laws.** Peregrine shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

**California Public Records Act.** Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Agreement shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

**PERS Indemnification by Peregrine.** Should it be determined by a court of competent jurisdiction or by the California Public Employees Retirement System (“PERS”) that Peregrine, or any of its employees, agents, or subcontractors engaged in the fulfillment of this Agreement, qualifies for enrollment in PERS as an employee of the Customer, Peregrine shall indemnify, defend, and hold harmless the Customer, its officers, directors, agents, and employees from and against any and all liabilities, including, but not limited to, any claims for employee and/or employer contributions to PERS, penalties, interests, and any other costs associated with such enrollment that would otherwise be borne by the Customer. Furthermore, Peregrine agrees to:

- (a) Peregrine shall take all necessary measures to ensure all personnel associated with the execution of this Agreement are classified in accordance with prevailing legal standards to prevent misclassification. Peregrine shall also adhere to all relevant laws and regulations governing employee classification and shall rectify any misclassifications immediately upon discovery.
- (b) Peregrine shall promptly notify the Customer of any communication from PERS or any other entity concerning potential or actual misclassification of personnel deemed to be public employees under this Agreement. Peregrine shall cooperate fully with the Customer in the investigation and resolution of such issues.
- (c) The obligations set forth in this indemnification shall survive the termination or expiration of this Agreement and shall continue to protect the Customer against any claims or liabilities that may arise subsequent to, and in relation to, services rendered during the term of the Agreement.

**Political Reform Act Conflicts.** Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

**California State Auditor Requirements.** Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.



## Appendix C: Statement of Work

### Scope & Description of the Peregrine Service Applications

The Peregrine platform (the “Service,” “Peregrine”), is a web-based, CJIS-compliant software-as-a-service (SaaS) that provides a single point of access to integrate, discover, view, and analyze data from Redondo Beach Police Department (RBPD)-defined data sources. Under this scope of work, Peregrine will integrate data from the following RBPD sources:

- Mark43 RMS
- Mark43 CAD
- Axon Evidence.com
- Vigilant LPR (30-day retention)
- Flock LPR (30-day retention)
- LaserFiche

For LPR data, this scope of work supports 30-day retention of detections and up to 40,000,000 annual detections.

Peregrine is providing these capabilities under a firm-fixed-price license that includes all support, training, and cloud hosting services needed to achieve the project objectives. Additionally, this scope of work allows for an unlimited number of users from RBPD to access and utilize Peregrine.

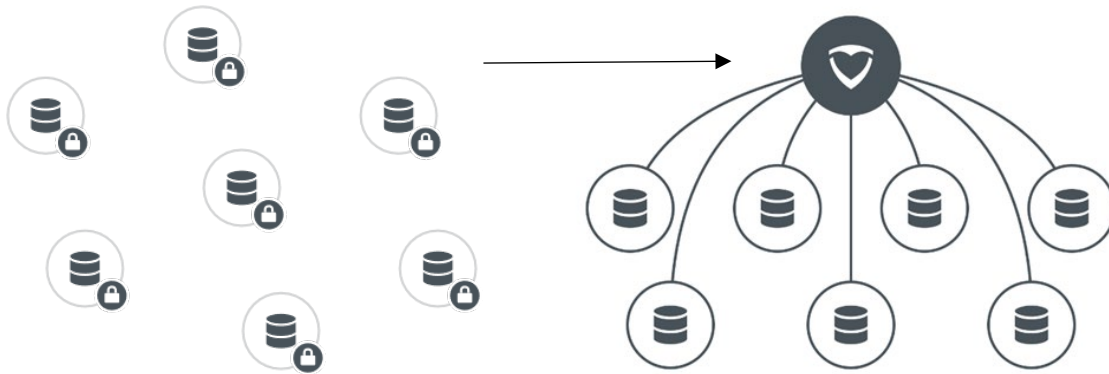
The platform performs several critical functions including data integration, search and information retrieval, advanced analytics, data management, reporting, data exchange and sharing, access control, audit logging, and security.

The Peregrine platform provides an efficient method for turning large amounts of raw data into actionable information. Peregrine does not provide nor create new data for its customers—our platform integrates existing data and makes it available to end users in a decision-ready state.

### DATA INTEGRATION & MODELING

The RBPD has volumes of valuable data, but that value cannot be unlocked because data is scattered across separate systems, siloed in ways that prevent it from being understood and analyzed together. The Peregrine platform is built to rapidly integrate, clean, transform, and model large amounts of raw data from disparate systems and continuously surface actionable information while reducing manual processing needs.

Peregrine Unlocks Data Sources by Integrating Them into a Single, Secure Platform



The platform securely integrates data in near-real time to ensure that users have the most current and reliable information when and where they need it. As data flows into the platform, granular security controls, retention policies, and changes from underlying systems are continuously monitored and applied.

As soon as data enters the platform, it is mapped to an agency-specific data model that is molded to the unique operations of the RBPD. This data model provides a dynamic representation of all data – entities, locations, events, and the links between them. Harmonizing multi-source data into one data model allows users to smoothly analyze data without requiring a technical understanding of the underlying source systems themselves.

The data model is a dynamic layer of the Peregrine platform, one that can evolve and adapt in response to changes in the RBPD’s underlying data systems, even as those systems are upgraded or swapped out.



## SEARCH &amp; INFORMATION RETRIEVAL



Once data is integrated into the Peregrine platform, it is immediately accessible through front-end applications. Personnel can easily search for data and filter based on criteria relevant for their investigations, analysis, or other workflow. The Peregrine platform is intuitive to use, allowing personnel of varying technical abilities, skillsets, and functions to surface information that is relevant to them and streamline their unique search workflows.

The platform is designed to be walk-up usable; new users of the platform can immediately surface, analyze, and action data by navigating the platform's intuitive user interface and applications. These users have multiple ways to surface and view relevant information, allowing them flexibility to approach questions and decisions in ways that best suit them. These features mean that users arrive at answers more quickly and with

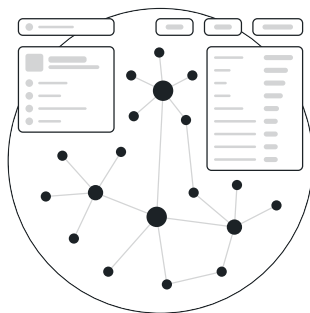
greater accuracy, saving time and effort.

## EXPLORATION, VISUALIZATION, &amp; REPORTING TOOLS

The Peregrine platform provides a powerful suite of tools for the exploration, visualization, and reporting of data. These tools enable personnel to create dynamic data products and reports—such as interactive maps, network graphs, and dashboards—that automatically update as new data flows into the platform. Personnel can smoothly move data between analytical tools, viewing the same data in different modalities without having to log into different systems or applications. The following subsections provide more information regarding these analysis tools.



**Geospatial Analysis Tool.** To better understand geographical assets, events, and trends, the Peregrine platform includes an interactive Map application. The Map allows users to conduct visually intuitive geographical analysis on all agency data, both historical and in real-time. Users can surface trends, make connections, filter to areas of interest, drill into specific events, particular time periods, and add new layers of relevance on top as needed. The Map is designed for next-generation geographic contextual and situational awareness, allowing users to explore and answer specific questions with the most relevant data. The Map is intuitive for all personnel whether they are consuming pre-built analyses, conducting ad-hoc searches, or creating complex geospatial products from scratch.



**Link Chart Analysis Tool.** The platform's Link Chart aids in the discovery and visualization of connections between otherwise disconnected data. The Link Chart allows users to discover links between people, places, entities, and events across one or multiple degrees of separation. Peregrine's platform also automatically extracts links from both structured and unstructured data to illuminate connections between people, places, events, documents, and media data without requiring manual processing. For example, an address written in narrative form within a scanned document can be automatically linked to a person living at that address or to a vehicle registered there.

**Reports & Dashboards.** The platform’s report and dashboard applications provide configurable, real-time executive summaries to inform situational awareness, statistical analysis, and decision making. Reports and dashboards are configurable to meet the unique needs and visual preferences of individual users. All reports and dashboards are directly connected to real-time data feeds, empowering users to drill down from high-level summary information to the most granular context with a single click. Once a user creates a dashboard, they can continue to use it indefinitely—and share it as needed.



**Temporal Analysis Tool.** By centralizing data—and all associated metadata—from data systems, users can understand and surface trends over time. Through an intuitive interface, users can analyze how, e.g., calls for service or types of incidents vary by day of week and time of day. Peregrine supports robust search and query capabilities at the day of week and hour of day level, enabling users to conduct analysis over specific units, in specific shifts, at specific locations. As a result, organization can make more informed, data-backed resourcing decisions to more effectively meet mission outcomes.

**Real-Time Alerting.** With all data centrally located, users can receive real-time notification on new data from any source system. The Peregrine platform’s alerting technology can notify specific users if a pre-defined data entity was added or removed, viewed, downloaded, renamed, or shared. This includes geo-fenced areas or user-defined polygons. For instance, if a neighborhood is experiencing a trend in a type of crime, a Peregrine user can create an alert through the platform’s “follow” feature. If another similar crime occurs in the defined area, a real-time notification will be sent to all users following this alert via email, SMS, or both.

#### **Mobile Application.**

The Peregrine Mobile application has many of the same capabilities as our web-based platform and includes the ability to: search across siloed data systems; rapidly visualize and analyze data with a variety of analytical tools (maps, tables, etc.), securely chat and send information between personnel and teams, and configure custom alerts. Peregrine’s Mobile application is protected through two-factor authentication, including biometric authentication, and all data in the application is fully secured and encrypted to ensure CJIS compliance. This Mobile application is available on both iOS and Android devices.

**Permission-based Collaboration & Sharing**

The Peregrine platform provides features for secure collaboration and sharing that will enable the RBPD to build deeper, trusting partnerships with local and regional stakeholders, including with city leadership and the broader community. The platform's granular access and usage control capabilities prevent unauthorized or inappropriate use or sharing of sensitive data while allowing agencies and departments to share information with their partners in a deliberate, precise, and auditable manner.

Collaboration in the Peregrine platform extends beyond simple data sharing; it also allows for multiple users to work within the same application at the same time across multiple devices and locations. The platform's collaboration features compound the value of users' work by dynamically connecting them in real time with other users who are working with or interested in the same data. In this way, the Peregrine platform generates opportunities for users to improve the quality and speed of their answers by connecting them to users who are asking the same question.

Peregrine's collaboration features will allow RBPD users to share information available in Peregrine with authorized external users (e.g., other neighboring law enforcement agencies) even if those users' organizations do not have their own Peregrine software licenses.

## Implementation and Delivery Methodology

Peregrine engages with our customer via fixed-price, annual licenses. A Customer’s license includes all needed implementation and delivery support to achieve project objectives.

**Implementation team.** Peregrine implementation teams consist of software engineering, product development, human-centered design, user engagement, and training experts. The Peregrine implementation team will provide the Customer continuous support and collaborate closely with the Customer to provide use case development, data modeling, data integration, training curriculums, use case / workflow development, and continuous support. This team is committed to ensure that the Peregrine platform is quickly deployed, securely configured, and adopted for its intended purpose.

**Solution Timeline & Implementation Model.** Each Peregrine platform implementation consists of four steps to maximize success and impact at the outset of our partnership. These steps typically enable implementation and use within 90 days.\*

Milestone	Delivery	Deliverable
1 – Kickoff and Scoping	Week 2	<ol style="list-style-type: none"> <li>Determine priority order of data integrations and user groups</li> <li>Facilitate Peregrine team access to data sources and initial users</li> <li>Set up project team and steering committee</li> </ol>
2 – Data Integration, Data Modeling, and User Discovery	Month 1	<ol style="list-style-type: none"> <li>Deploy the Peregrine platform</li> <li>Ingest, integrate, transform, model, and validate data sources</li> <li>Configure permission controls</li> <li>Introduce platform to the first set of users</li> <li>Conduct 45-day steering committee review</li> </ol>
3 – Real-time Workflows and Analytics	Month 2	<ol style="list-style-type: none"> <li>Initiate user training</li> <li>Develop and implement user and team-specific workflows</li> </ol>
4 – Operationalization and Next Steps	Month 3	<ol style="list-style-type: none"> <li>Continue collecting feedback and improve user workflows</li> <li>Validate work based on actionable results</li> <li>Identify next steps</li> <li>Conduct 90-day steering committee review (quarterly thereafter)</li> </ol>

\* Integration timelines provided are from date of access to relevant networks and data sources.

Peregrine’s implementation team will work with RBPDP to get access to appropriate networks and data sources in a timely manner and requires support from the Customer to facilitate such access.

**Required Assistance from Customer IT.** Under this scope of work, Peregrine will be integrating sources of information that are hosted on premises within RBPDP’s network and sources that are third-party, cloud hosted systems. Peregrine requests the following support from RBPDP IT. The methods outlined below are Peregrine’s preferred methods of connecting to relevant networks and systems. Should any of those methods be unavailable, Peregrine will work with RBPDP IT to determine the most efficient and effective methods to allow for data access.

- Enable access to RBPDP’s network by, among other things, enabling an IPSec tunnel that enables Peregrine’s access to necessary systems hosted within RBPDP’s network;
- enable access to RBPDP’s identity and access management (IDAM) solution in order to enable synchronization with RBPDP’s login credentials;
- provide read-only accounts to all in-scope RBPDP-managed and hosted systems (e.g., Laserfiche);

- provide or facilitate the provision to accounts to all in-scope third-party managed and hosted systems (e.g., Mark43, Evidence.com, Flock, Vigilant).

## Support Methodology

Peregrine provides ongoing support to the Customer on a 24x7x365 basis as part of the annual term license. The Peregrine platform includes an integrated support feature by which users can file support issues or ask questions. Additionally, self-help user guides are available in the Peregrine Knowledge Base, designed to answer frequently asked questions and provide walk through guides of common workflows.

### System Availability

During any calendar month, the Peregrine system shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the system, provided that Peregrine is not responsible for any downtime of the applications or software caused by third party data services (e.g., RMS databases). Peregrine shall provide prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the system, as well as periodic updates during the unscheduled downtime regarding Peregrine’s progress in remedying the unavailability and the estimated time at which the system shall be available.

### Issue Response and Resolution

Severity Level	Level of Effort	Initial Response	Work Around	Targeted Time to Permanent Fix	Status Updates
1	Continuous best efforts, 24/7	Immediate, but in no event to exceed 30 minutes	8 hours	3 calendar days	Every 2 hours prior to work around and every calendar day until permanent correction
2	Commercially reasonable efforts, 24/7	1 hour	24 hours	5 calendar days	Every 6 hours prior to work around and every calendar day until permanent correction
3	Commercially reasonable efforts, during normal business hours	1 business day	10 business days	20 business days	Every 2 business days prior to work around and every calendar day until permanent correction

- **“Severity level 1 error”** means any system error that, for fifty percent (50%) or more of RBPD’s users, renders the system or any material portion of the system inoperative, or materially impairs use of the system in a production environment.
- **“Severity level 2 error”** means any system error that, for fifty percent (50%) or more of RBPD’s users, substantially impairs use of one or more features or functions of the system.

**“Severity level 3 error”** means any system error that, for fifty percent (50%) or more of RBPD’s users, has a minimal impact on the performance or operation of the system.