

**AMENDMENT NO. 1 TO
SOFTWARE LICENSE AND SERVICES AGREEMENT**

This Amendment No. 1 to the Software License and Services Agreement (this "Amendment"), is dated as of July 2nd, 2019, and is by and between Mark43, Inc., with offices at 28 E. 28th Street, 12th Floor, New York, NY 10016 ("Mark43") and the City of Redondo Beach, having a place of business at 410 Diamond Street, Redondo Beach, CA 90277 ("Subscriber", and together with Mark43, the "Parties," and each, a "Party").

- A. WHEREAS, the Parties have entered into that certain Software License and Services Agreement, dated as of December 19, 2017 (the "Existing Agreement"); and
- B. WHEREAS, the Parties hereto desire to amend the Existing Agreement to update Schedule A and C thereto, and to memorialize Schedule D, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
- 2. Amendments to the Existing Agreement. As of the Amendment Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:
 - a. Schedule A of the Existing Agreement is hereby amended by deleting it in its entirety and substituting the Schedule A attached to this Amendment.
 - b. Schedule C of the Existing Agreement is hereby amended by deleting it in its entirety and substituting the Schedule C attached to this Amendment.
 - c. Schedule D in the form attached to this Amendment is hereby added to the Existing Agreement as Schedule D thereto.
 - d. The new Statement of Work attached to this Amendment is hereby added to the Existing Agreement as Appendix B thereto.
- 3. Date of Effectiveness; Limited Effect. This Amendment is effective as of the date first written above (the "Amendment Effective Date"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Amendment Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.
- 4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:
 - a. It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.
 - b. The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been



duly authorized by all necessary action on the part of such Party.

- c. This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

5. Miscellaneous.

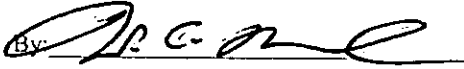
- a. This Amendment and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Amendment, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California.
- b. This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.
- c. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.
- d. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.
- e. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- f. Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).



IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the date first written above.

CITY OF REDONDO BEACH

MARK43, INC.

By: 

Name: William C. Brand

Title: Mayor

By: 

Name: Steven Seberta

Title: Chief Financial Officer

ATTEST:


Eleanor Manzano, City Clerk

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 (Not required if CAD and RMS Applications launch at the same time)
 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)
 1. CLETS (CommSys) Interface to Mark43 CAD - Included
 2. ANI/ALI/Vesta / E911 Interface to Mark43 CAD – Included
 3. Firehouse
 4. SPIDR Tech
 5. WestNet/Zetron
 6. Cry Wolf
- 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:

1. 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



2. 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

3. Mark43 Business Intelligence (BI) Suite

The Parties agree to evaluate the requirements together and agree on a time frame for completion. Subscriber understands and agrees that third party service providers may impose additional license, warranty and other terms on Subscriber. Subscriber agrees to enter into additional agreements as reasonably required by such third parties and Mark43, including, without limitation, a different warranty/SLA addressing uptime and maintenance. BI Suite includes the following capabilities:

- Interactive dashboards that update visualizations based on filters and legends.
- Drill into data points on visualizations for additional details and analysis.
- Mark43 RMS clients will be able to link from the interactive dashboards directly to Mark43 RMS reports and cases.
- Segment (Pivot) and Filter by any available data explorer field to narrow down queries.
- Visualize lat/long coordinates with pin and heat mapping functionality.
- Visualize data with tables, column graphs, bar graphs, scatter plots, line graph, area graph, pie chart, single value, funnel, timeline and donut graphics.
- Save dashboards for future access.
- Share dashboards with other Analytics Viewer and Explorer users at the department.
- Export data into a variety of formats (Text, Excel, CSV, JSON, HTML, Markdown and PNG).
- Data from RMS/CAD modules is available in near-real-time

- 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, CAD and Evidence will commence on or about June 30, 2020.



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.**

a. Professional Services One-Time Fees (Total: \$30,000):

- i. Cry Wolf Interface Development: \$5,000
- ii. Firehouse Interface Development: \$15,000
- iii. SPIDR Tech Interface Development: \$5,000
- iv. Westnet/Zetron Interface Development: \$5,000

b. Professional Services Annual Fees for CAD Interface Support and Maintenance (Total: \$8,000 per year, commencing with Year 2 of the Regular Usage Period)

- i. ANI/ALI: \$0
- ii. Cry Wolf: \$2,000
- iii. Firehouse: \$2,000
- iv. SPIDR Tech: \$2,000
- v. Westnet/Zetron: \$2,000

c. Subscription Fee:

- i. RMS and Evidence: The Subscription Fee for the RMS /Evidence Applications for the Initial Term is \$97,920 per year based on \$85.00 per sworn officer per month during the Regular Usage Period of the RMS/Evidence Applications.
- ii. CAD: The Subscription Fee for the CAD Application for the Initial Term is \$97,920 per year based on \$85.00 per sworn officer per month during the Regular Usage Period of the CAD Application.
- iii. BI Suite: The Subscription Fee for the Mark43 BI Suite for the Initial Term is \$2,500 per year for up to five (5) Explorer Licenses*, provided that the fee shall be waived for Year 1 of the Initial Term. With these Licenses, Subscriber is eligible to receive up to four (4) remote training sessions on utilization of the BI Suite (such training to occur during Year 1 of the Initial Term).

* Explorer Licenses allow the designated users to access Mark43 BI Suite and create analytic dashboards. Such users can save, share, view and download such analytic dashboards.

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.

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

5. **Payment Schedule.**

a. Subscriber will pay the Fees for the Initial Term on the following schedule:

Year 1 Payment Schedule (RMS, Evidence and BI Suite)

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
July 1, 2019	25%	--	\$ 24,480.00
July 1, 2019	25%	--	\$ 24,480.00



Total Year 1 Payments		\$ 97,920.00
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Years 2 through 5 Payment Schedule (RMS, Evidence and BI Suite)

	Amount Due
Year 2 Payment Date	
September 2019	\$100,420.00
Year 3 Payment Date	
September 2020	\$100,420.00
Year 4 Payment Date	
September 2021	\$100,420.00
Year 5 Payment Date	
September 2022	\$100,420.00
Total Years 2 through 5 Payments	\$401,680.00

Year 1 Payment Schedule (CAD)

Year 1 Milestone Payments	% of Year 1 Due	Expected Timing	Amount Due
Amendment Effective Date	25%	—	\$31,920.00
Delivery of Department Assessment	20%	Within 45 days of Amendment Effective Date	\$25,584.00
Completion of Product Configuration	20%	Within 6 months of Amendment Effective Date	\$25,584.00
Completion of Training	25%	Within 7 months of Amendment Effective Date	\$25,584.00
CAD Cutover/Go Live	15%	Within 12 months of Amendment Effective Date	\$19,188.00
Total Year 1 Payments			\$127,920.00

Years 2 through 5 Payment Schedule (CAD)

Annual Subscription & Interface Maintenance Costs (Years 2-5)	\$105,920
Payment Dates by Year	Amount Due
Year 2 Payment Date	
First anniversary of Amendment Effective Date	\$105,920.00
Year 3 Payment Date	
Second anniversary of Amendment Effective Date	\$105,920.00



Year 4 Payment Date	
Third anniversary of Amendment Effective Date	\$105,920.00
Year 5 Payment Date	
April 30, 2023	\$105,920.00
Total Years 2 through 5 Payments	\$423,680.00

b. **Renewal Term:** Fees for any Renewal Term will be paid in full in advance on the first day of the Renewal Term.

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

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

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

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

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 C

Technical Requirements

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

1. MARK43 RMS

1.1 RMS Workstation Requirements

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

1.2 RMS Workstation Site Internet Requirements

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

1.3 RMS Browser Requirements

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

- Google Chrome (latest)
- Microsoft Internet Explorer: All versions of Microsoft Internet Explorer that receive technical support and browser updates. (As of 1/1/2019 this is IE 11+, Microsoft Edge)

1.4 RMS Mobile Data Terminal Requirements

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



2. MARK43 CAD

2.1 CAD Call Taker / Dispatcher Workstations

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

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core processor	1x quad-core processor or greater
Architecture	x64	x64
Memory	4 GB	8 GB+
Network Card	1x 2Mbps+ NIC	1x 10 Mbps+ NIC
Display(s)	1 x 1024x768 monitor	2x+ 1920x1080 monitors
Hard Drive	1 GB available space	5 GB available space
Graphics Card	128 MB of video memory	2x 512MB NVIDIA Quadro NVS 310, 4 MON
Bandwidth	2 Mbps	10+ Mbps

2.2 CAD Call Taker / Dispatcher Workstation Site Internet Requirements

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

2.3 CAD First Responder Mobile Data Terminal Requirements

Item	Minimum	Recommended
Operating System	Windows 7+, Mac OS X 10.X	Windows 10, Mac OS 10.X
Processor	1x dual-core Processor	1x dual-core processor or greater
Architecture	x64	x64
Memory	2 GB	4 GB+
Network Card	2 Mbps+ (4G LTE)	5 Mbps+ (4G LTE)
Display(s)	1 x 1024x768	1 x 1024 x 768
Hard Drive	1 GB available space	5 GB available space
Graphics Card	128 MB of video memory	N/A
Bandwidth	2 Mbps+ (4G LTE)	5 Mbps+ (4G LTE)

2.4 Mark43 CAD Web Application (First Responder & Dispatch)

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

2.5 GPS Pinger

Item	Minimum	Recommended
Operating System	Windows 7+	Windows 10
Architecture	x32	x64
Network Card	2 Mbps+ (4G LTE)	5 Mbps+ (4G LTE)

Other requirements:



- Powershell that is installed with Windows 7+
- .Net Framework v.2.0.50727 or v.4.0
- Java jre 8u162
- To support legacy passthrough, com0com driver required and dedicated COM ports set up
- Admin access is required for installation
- Service account set up with "Log in as service" permissions
- Verified Hardware:
 - * Getac machines with internal GPS (BAUD rate of 96k)
 - * BU-353S4 receivers that plug in
- Supported:
 - * GPS Receiver using NMEA standard (that is to say \$GPxxx messages) with a dedicated COM port
- External Antenna strongly recommended

3. MARK43 EVIDENCE MANAGEMENT

3.1 Evidence Workstation Requirements

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

3.2 Evidence Smartphone Mobile Application

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

3.3 Evidence Barcode Printer Requirements

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

- ZD420 model number ZD42043-C01E00EZ
- 2000T label
- 5095 Premium Resin ribbon (05095CT11007)
 - Ribbon roll-only (05095GS11007)

3.4 Evidence Printer Server Requirements

The complexity with barcode printing stems from making our website communicate with physical hardware on premises with our clients. We cannot rely on Chrome/Internet Explorer's built in printing functionality because they do not support the Zebra printing language we use for labels. In order to communicate with the barcode printers we will need an intermediate server to route printing requests. This machine can be the same machine as the Interface Servers specified below or standalone in which case it will need the following specifications:

- 2 GB RAM
- 32 GB HDD Storage
- 2 x 2.0+ GHz Processors

4. MARK43 DATA EXCHANGE

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

5. MARK43 INTERFACE SERVERS

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



Item	Minimum	Recommended
Operating System	CentOS 7	CentOS 7
Processor speed & quantity	4x CPUs	8x+ CPUs
Architecture	x64 / x86	x64 / x86
Memory	8 GB	16+ GB
Network Card	1x 100 Mbps NIC	2x 1Gbps NICs
Display(s)	N/A	N/A
Hard Drive	250 GB	500 GB
Graphics Card	N/A	N/A



SCHEDULE D

Additional Terms

i. Vendors:

Google: Users are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy), available by following these links:

Google Maps Terms: https://maps.google.com/help/terms_maps.html

Google Privacy Policy: <https://policies.google.com/privacy?hl=en&gl=us>

Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

Amazon:

Universal Service Terms: <https://aws.amazon.com/service-terms/>

Acceptable Use: <https://aws.amazon.com/aup/>

ii. Subcontractors:

Subscriber consents to Mark43's use of the following subcontractors: [any subcontractors to be determined at a later date and shall be subject to Subscriber's approval]



Appendix B
Statement of Work (CAD)





Implementation Statement of Work

Prepared for
Redondo Beach Police Department

Mark43

Account Executive: Terri Greene
Solutions Architect: Colleen McCanna
Implementation Manager: Matt Neal
April 24, 2019



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1. SOW OVERVIEW

This Statement of Work (this "SOW"), outlines tasks required for Mark43 Project Team (hereafter Mark43 Project Team) to provide the Mark43 platform functionality purchased (hereafter Mark43 subscription) to the City of Redondo (hereafter Client) in accordance with the Software License and Services Agreement entered into between the parties (the "SLSA"). Mark43 Project Team shall perform in accordance with this SOW, which shall be effective from the Effective Date until Go Live of the Mark43 CAD. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the SLSA.

This document's intention is to outline the implementation services, data conversion scope, and 3rd party integration scope that were purchased along with the Mark43 system/that accompany the Mark43 software implementation. This document outlines project implementation scope, Mark43 responsibilities, Subscriber responsibilities, implementation governance, and a project outline. Any changes to this document will be handled as specified in Section 2.14 (Authorized Changes) of the SLSA. If a service is not listed in this document, it is not considered part of the project.

2. PROJECT MANAGEMENT

2.1 PROJECT MANAGEMENT OVERVIEW

A Mark43 Implementation Lead will serve as Subscriber's main point of contact during implementation. The Implementation Lead will help guide Subscriber through the phases of implementation – from the initial kick-off call to cutover to live operations – and assist with any questions Subscriber might have throughout the process. The Implementation Lead aims to bring together recommended best practices, blending the implementation and project coordination processes to provide meaningful support throughout the project lifecycle.

While the Implementation Lead is responsible for driving the implementation process, assistance from Subscriber is necessary to facilitate the project. Subscriber's project team will need to set aside time for workflow and configurations validation sessions, data reconciliation, testing, and training. The Implementation Lead will outline the scope of these responsibilities at the kick-off meeting for the project.

If Subscriber anticipates having limited availability, then Subscriber may want to purchase additional services from Mark43 to reduce the amount of time required from Subscriber. In addition, once live on the Service, Subscriber may decide to implement additional functionality or modules. In such cases, the Subscriber should handle such requests through the Change Order (CO) process outlined in the Change Management section.

Once implementation has been completed, the Mark43 Customer Success Team will assume responsibility as the primary point of contact, and always be available to answer any questions that may come up as you begin using the Mark43 service. In addition, we staff a 24/7 Help Desk to assist with ground-level questions as they arise, and an online workflow portal that outlines out of the box Mark43 functionality. Support services are covered by your Annual Subscription, Maintenance & Support Fees.



2.2 PROJECT MANAGEMENT SCOPE

As indicated above, the Implementation Lead will guide the Subscriber through the implementation. Coordinated effort and cooperation from Subscriber is necessary to facilitate the implementation. The following table breaks down general responsibilities for both Mark43 and Subscriber, outlining activities that are included in the scope of the Implementation.

<i>Mark43 Responsibilities</i>	<i>Subscriber Responsibilities</i>
• Work with Subscriber resources to keep the project on schedule • Coordinate Mark43 resources • Collaborate on developing, managing, and maintaining the project schedule/timeline/plan • Regular status updates • Work with Subscriber to manage open issues • Verifying product(s) configuration and data conversion • Support the testing process • Compile any new requests for custom development and work with the Subscriber through the Change Order process outlined in the Change Management section • Manage expectations, questions, and internal processes for implementation • Review procedures for transitioning Subscriber to sustainment • Basic cutover documentation and assistance as outlined within this SOW • Transition Subscriber points of contact to the Mark43 Customer Success Team. The Customer Success Team will be the ongoing point of contact for consulting needs.	• Participate in all scheduled and recurring meetings including but not limited to those relevant to project status updates, project health, deliverables, and milestones • Manages Subscriber resources to complete all assigned tasks on time • Work with Mark43 to manage open issues • Collaborate on developing, managing, and maintaining the project schedule/timeline/plan • Work with Mark43 on reviewing and approving major milestones in accordance with predetermined acceptance criteria • Ensure technical requirements provided to Subscriber by Mark43 are met • Introduce the Implementation Lead to third parties, as necessary • Complete Mark43 templates, questionnaires, and all other requirements or documents needed • Complete any assigned configuration tasks and uploads of Subscriber data • Dedicate or mark available on an as-needed basis appropriate resources to review system configuration, workflows, or converted data (Mark43 recommends that representatives from all affected user groups participate) • Migrate and populate Subscriber data as applicable • Lead and support all testing processes, ensuring completion as outlined within the project plan • Help verify product(s) configuration and data conversion

The following activities and responsibilities are excluded from the scope of the implementation:

- Implementation of products or delivery of services not included within this SOW or the contract
- End user or train-the-trainer training for any employee or affiliate of the Subscriber unless purchased and outlined separately
- Evaluation of the Subscriber's current state practices, policies, or procedures for the purpose of process improvement or performance improvement
- Troubleshooting of any issues not related to Mark43 software, Mark43 development, or Mark43 integrations unless otherwise outlined
- Migration of data to Mark43 from other systems or third parties other than those specified in this SOW or the contract



- Interfacing, or integration, from or to Mark43 from other systems or third parties other than those specified in the order form or contract
- Installation of any non-Mark43 software, servers, workstations or any other hardware
- Export of Mark43 data to other systems or third parties other than those specified in the order form or contract

For any tasks, deliverables, or services not included in scope that the Subscriber wishes Mark43 to perform, the Subscriber must submit a Change Order (CO) following the process outlined in the Change Management section.

2.3 PROJECT MANAGEMENT GOVERNANCE

ESCALATION PATH:

Mark43 and Subscriber will work together to outline a full Governance Structure document detailing the persons for each Mark43 and Subscriber Team role. This document should include an escalation path for issues on both sides, an executive sponsor, and detail, as much as possible, the members of each working group.

MARK43 TEAM	
<i>Role</i>	<i>Responsibility</i>
Implementation Lead	• Primary point of contact for the project • Manages the project schedule/timeline and provides regular status updates to all stakeholders • Coordinates and schedules Mark43 resources • Handles escalated issues
Implementation Analyst	• Primary point of contact for day-to-day functions of the project • Ensures project tasks are on schedule and being completed • Manages risks and escalates issues • Handles workflow and configuration issues and questions
Technical Services Lead	• Primary technical point of contact for the project • Scopes, defines requirements, and schedules integrations, conversions, or any other technical services work • Manages integration and data conversion project schedule • Coordinates and schedules Mark43 technical resources • Handles escalated technical issues • Communicates with third-party vendors (if any)
Technical Services Engineer	• Develops integrations and/or data conversions • Escalates technical, workflow, or business issues • Communicates and works with third-party developers and vendors (if any) • Triages and handles bugs reported
Customer Help Desk Team	• Assist with general product questions and configuration activity

SUBSCRIBER TEAM	
<i>Role</i>	<i>Responsibility</i>
Executive Sponsor	• Command Staff representative for the agency



	• Has authority to represent the agency and provide or obtain sign-off on major decisions during the project • Assists with change management and potential policy changes within the agency • Helps govern relevant project stakeholders / working group leaders
Project Lead	• Primary point of contact for the agency • Participates in regular check-ins and status updates with the team • Review and approve major milestones • Manages and escalates issues • Has authority to represent the agency and get sign-off on major decisions during the project
Business Point of Contact	• Has knowledge of existing workflows, processes, configurations, and systems, or has the resources to find business users needed to provide knowledge • Has authority to represent the agency and get sign-off on business decisions around workflows, configurations, integrations, and data conversions • Helps define scope and requirements for configurations, integrations, and data conversions
Technical Point of Contact	• Has knowledge of existing systems, integrations, and vendors/parties involved • Has authority to represent the agency and get sign-off on major technical decisions • Provides network, data, system, or other access deemed necessary for completion of integration and data conversion development work • Provides documentation and other resources on data, schemas, systems as needed
Validation Point of Contact	• Has enough business and technical knowledge to be able to validate and sign-off on acceptance of workflows, configurations, integrations, and data conversions • Has authority to represent the agency and get sign-off on acceptance of integrations and data conversions
Working Group Leads	• Primary points of contact for each affected user group area. There should, at least, be one person for sworn, IT, records, and each major module being implemented.
Training Point of Contact	• Primary point of contact for user training

2.4 PROJECT MANAGEMENT PHASES AND ACTIVITIES

2.4.1 PHASE 1: Project Kick-off and Implementation Planning

Phase 1 focuses on kicking off the implementation, and planning installation of the Mark43 software. Mark43 will work closely with the Subscriber to outline the implementation, review project planning documentation, and analyze business process to help outline configuration needs. This includes meeting with identified working groups within the department, conducting research, and introducing individuals to how similar workflows will function in Mark43. The Subscriber will need to ensure full assembly of the Subscriber project team and working groups as well as completion of any questionnaires sent within one month of receipt.

The Subscriber agrees to use the file/document sharing methodology proposed by Mark43.



Tasks	Task Details / Deliverables
Planning Documentation	- Foundation Questionnaire - Pre-Department Assessment Technical Questionnaire (Integration and Data Conversion Scoping Questionnaires) - Project Governance Structure Document - Background Checks - Introduction to Integration Scoping and Planning - Introduction to Data Conversion Scoping and Planning
Department Assessment	- Foundation Questionnaire Results Review - Initial Product Demonstration - Mark43 Workflow Guide(s) Review
UCR Contact	The Subscriber will need to work with Mark43 to introduce and establish communication with the Subscriber UCR contact
Other Specialty Content Contact	For any other specialty areas, the Subscriber will need to work with Mark43 to introduce and establish communication with the Subscriber point of contact (e.g. GIS experts)
Project Plan	- Introduction of base project plan for Mark43 and Subscriber collaboration - Mark43 will provide the Project Plan via Asana and Instagram - unless otherwise determined/specified by the Agency

2.4.2 PHASE 2: Project Implementation: Configuration and User Acceptance Testing (UAT)

Phase 2 involves introducing the key working group leads and Super Users/SMEs to system configuration scope and options for the implementation. The depth and breadth of configuration required will be determined during project planning and scoping in Phase 1 based on the questionnaires Mark43 sent to the Subscriber. Concurrently, Mark43 will deliver a User Acceptance Testing (UAT) plan and test script document for review and updating by the Subscriber. Data Migration/Conversion and Interface (3rd Party Integrations) planning will also begin; for more information on these activities, please refer to the Data Conversion and 3rd Party Integration Scope sections of this document.

Tasks and deliverables within this phase may overlap with tasks, deliverables, or activities included in phase 3. Tasks within phases 2 and 3 may be concurrent.

Tasks	Task Details / Deliverables
Configuration Overview	- Conduct a system familiarization training overview with identified Super Users/SMEs in a tenant that has been lightly-configured for the participating agency/Subscriber - Subscriber gains access to the lightly-configured tenant for some initial workflow testing - Mark43 provides Subscriber with Foundation workflow guide, the Subscriber reviews and owns updating documentation
Configuration Sessions	Mark43 will hold a configuration training session for the Subscriber staff that will be assisting and reviewing configuration settings
UAT Introduction	- Mark43 outlines standard UAT methodologies, timing, and logistics - Subscriber is responsible for resource scheduling and logistics



	• Mark43 provides base workflow testing outline
UAT Document-ation	• Mark43 will provide documentation detailing the minimum scripts to be reviewed and tested
Data Conversion Planning, Testing, and Completion	• Mark43 will work with the Subscriber and provide a Data Migration Plan or Decision Document to determine the plan with Subscriber. Timing and milestones will be included in the project plan where appropriate • For further details reference the Data Conversion Scope section of this document
Integrations Planning, Testing, and Completion	• Please reference the 3rd Party Integrations Section of this document for details on integration planning, documentation, testing, and completion. Timing and milestones will be included in the project plan where appropriate
Training Needs Assessment	• Identify current department training infrastructure, resources, and methodologies • Mark43 will provide the Subscriber with documentation outlining current Mark43 Course Offerings

2.4.3 PHASE 3: Training

Phase 3 includes Mark43 delivery of training documentation/material, and assistance coordinating training logistics. This phase also includes Mark43 train-the-trainer courses. The Subscriber is responsible for incorporating feedback from workflow configuration and UAT sessions into training documents.

Tasks and deliverables within this phase may overlap with tasks, deliverables, or activities included in phase 2. Tasks within phases 2 and 3 may be concurrent.

Tasks	Task Details / Deliverables
Foundation Training Document-ation	• Mark43 will provide standardized workflow guides for the agency • Mark43 will provide access to our knowledge portal via Mark43 Help Center
Training Logistics	• Where possible, Mark43 will assist and offer previous best practices on coordination of training logistics
Train-the-Trainer	• Mark43 will provide the purchased number of train-the-trainer sessions
Additional Training	• For any additional training outside of what is defined within this SOW or the contract, the Subscriber should follow the Change Order process outlined in the Change Management section to request additional training services

2.4.4 PHASE 4: Cutover and Go-Live

Phase 4 focuses on the final activities necessary for cutover to Mark43 production. Mark43 will provide a cutover checklist detailing tasks necessary for the client to cutover to the production tenant.

Mark43 and the Subscriber will hold a go/no-go meeting no less than 30 calendar days prior to the planned go-live date as outlined in the collaborative project plan to assess readiness.



Tasks	Task Details / Deliverables
Cutover Checklist	Mark43 will provide a foundation cutover checklist for the Subscriber. This checklist details: • Tasks necessary to cutover to Mark43 • Go-live readiness steps • Any final changes needed before go-live Mark43 will also provide guidance on navigating this plan and collaborate with the Subscriber to ensure Subscriber can complete all tasks.
Go-live Readiness	Mark43 and the Subscriber will hold a joint go/no-go meeting to assess the Subscriber's readiness to go-live and being use of Mark43 products.
Go-live and Hypercare	Mark43 will provide three (3) days of cutover support onsite between 0700 - 1800 local. Reference 6.0 - Hypercare below for additional information
Customer Success Transition	The Mark43 Implementation Lead will introduce the Mark43 Customer Success Team to the Subscriber and outline: • Maintenance plan • Issue escalation • Ongoing status updates

2.5 IMPLEMENTATION OPTIONS OVERVIEW

Implementation Expectations Table

SKU	IMP 2
Tasks	Frequency
Status Calls and Updates Cadence	Every other week
Configuration Support	In-person
Implementation Onsite Schedule	Bi-Monthly, maximum
Technical Services Onsite Schedule	Remote
Quality Assurance on any Interface Development	Remote
Quality Assurance on Any Data Migration	Remote
Foundation Training Documents	Provided, minimal configuration
Hypercare Presence	In-person
Business Process Analysis	In-person
Project Manager and Business Analyst Resourcing	Shared Implementation Associate
Target Project Duration	8 months



2.6 STATUS REPORTING

Mark43's Implementation Team will provide a bi-weekly status report that outlines the progress / status of the core project tracks, as well as a risk overview. The status report will highlight key accomplishments since the previous reporting period, and upcoming activities planned.

3. THIRD PARTY INTEGRATION SERVICES:

Mark43 supports a number of different integration methods to suit the varying needs of clients, vendors, and partners. Mark43 is built using service-oriented architecture; therefore, every system activity has a RESTful API call to accomplish a user action to transfer data to or from the system. In addition, for partners that prefer other methods of integration either through a direct database connection or file transfer, Mark43 supports those needs through a comprehensive set of generic and custom solutions.

3.1 INTEGRATION TIERS

Mark43 provides 5 categories of integrations and ongoing maintenance:

Integration Tier/SKU	Mark43 Task Details	Subscriber and Vendor Task Details
[INT 1] Custom Level 1	• Integrations on the "Mark43 Industry Standard Integration Types" list that require minimal development work by Mark43 and may require: ◦ Custom development, data transformation, or configuration by Mark43 ◦ An on-premise integration server installation ◦ Maintenance of a regular job by Mark43 • Mark43 responsibilities ◦ Install Mark43 custom software on the integration server ◦ Complete data transformation, configuration, and development ◦ Maintain job to post or pull data from Mark43	• Subscriber responsibilities ◦ Provision Mark43 integration server • Vendor responsibilities ◦ Provide documentation and assist with data transformation and configuration as needed/available
[INT 3] Custom Level 3	• Custom integrations built by Mark43 that require: ◦ Potentially multi-directional data transfer between Mark43 and the external system ◦ An on-premise integration server installation ◦ Maintenance of a regular job ◦ Custom data transformation or configuration	• Subscriber responsibilities ◦ Provision Mark43 integration server • Vendor responsibilities ◦ Provide documentation and assist with data transformation and configuration as needed/available



	• Mark43 responsibilities ◦ Install Mark43 custom software on the integration server ◦ Complete data transformation, configuration, and development	
Maintenance and Support	Subject to the terms and conditions of the MSA, Mark43 will provide Maintenance Services for all deployed interfaces. Maintenance Services shall consist of the following: • Mark43 will maintain the application software installed on the integration server(s) • Mark43 will update the docker containers on the integration server(s) as part of the bi-weekly Mark43 release cycle • Mark43 will resolve any defects in the operation of the interface in a timely manner	

3.2 INTEGRATION ACTIVITIES

Mark43 will provide integration services to the Subscriber. Mark43 will perform the work and tasks required to design, develop, optimize, test and integrate the Mark43 platform with 3rd party systems as outlined in this SOW.

Integration Name	Tier/SKU	Direction
CLETS	INT 3	Bi-directional
Cry Wolf	INT 1	One way from CAD
WestNet / Zetron	INT 1	One way from CAD
Firehouse	INT 1	One way from CAD
SPIDR	INT 1	One way from CAD
ANI/ALI Vesta / E911 Interface to Mark43 CAD	INT 1	One way to CAD

Phases / Tasks	Task Details	Deliverables
Scoping	The purpose of the scoping phase is to establish and sign-off on the agreed-upon scope of the integration. This includes: • Discussions between Mark43, the Agency, and the Third-Party Vendor • Exchange of documentation on Mark43/Third Party Vendor APIs, databases, or data systems • Provisioning data access (i.e. database connection, API credentials, file server location, sample/test data, etc.) • Completion and sign-off on Interface Control Document	• Data Documentation • Data Access Credentials • Sample/Test Data • Interface Control Document



Development	The development phase constitutes the actual development work required to get the interface running in a test environment. This includes: • Initial development work • Initial testing/validation • Integration running against test environment (if available)	• Integration set-up and running against test environment (if available)
Configuration	The validation phase is a joint effort between all parties involved to validate and sign off on acceptance of the integration. This includes: • Performing of validation by the agency Validation Lead and end user acceptance (if applicable) • Reporting/triaging of bugs • Bug fixes and re-test • Sign-off on interface acceptance/completion by the agency Validation Lead	• Sign-off on interface acceptance

4. TRAINING

4.1 TRAINING OVERVIEW

Mark43 will provide Train-the-Trainer courses and curriculum. 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.

4.2 TRAINING SCOPE

The following trainings are included with the purchase of Mark43 subscription items.

Course	Format
RMS Fundamentals	Two (2) onsite sessions
RMS Mobile	Two (2) onsite sessions
RMS Case Management	Two (2) onsite sessions
RMS Evidence	One (1) onsite session
RMS Warrants	One (1) onsite session
Records Group / Compliance	One (1) onsite session
System Administration	One (1) onsite session
BI Suite	One (1) onsite session
Data Lake	One (1) remote session
CAD First Responder (Includes Data Exchange)	One (1) onsite session



CAD Dispatch (Includes Data Exchange)	One (1) onsite session
---------------------------------------	------------------------

5. INTERFACE SERVER SPECIFICATIONS

Interface servers are on-premise servers which Mark43 uses to run integrations developed by Mark43. These servers allow Mark43 integrations to access on-premise agency systems. Mark43 supports these servers from the VM up and ensures that interfaces running on these servers are maintained and monitored.

Support:

The preferred model is that the agency provision these servers and maintain them from hardware/vm up through the operating system. Mark43 will maintain the application software installed on this server, which consists of:

- Docker
 - This runs all the application software in an easily manageable way
- Rancher
 - This orchestrates and applies updates to the scripting logic that the docker containers run

Note: The agency may choose to install other software (e.g. monitoring software) on this server as long as it does not interfere with the operation of the Mark43 provided application software.

Releases:

The docker containers running on the interface server update themselves as part of the normal Mark43 release cycle. This is to ensure compatibility with any API changes made to the internal Mark43 API.

Maintenance:

If the agency needs to apply patches to the interface server this can be done safely by rotating servers in & out. Mark43 does ask to be notified when this happens, to ensure the the docker service running the integration scripts restarts successfully when the server is restarted.

6. TECH SPECS:

Number	2 servers per agency (only 1 high-availability of integration is not required)
OS	Ubuntu 16.04



RAM	8 GB
CPU	4 core
HDD	128 GB SSD
Network	1 NIC at 100 MBPS (2 NICs at 1 GBPS or greater preferred)

7. NETWORKING/FIREWALL SETUP:

Inbound

- SSH over client VPN
- HTTPS over client VPN
- All other IPs/ports inbound from public internet should be closed

Outbound:

- TCP 443,5000 to 0.0.0.0/0

VPN:

Mark43 will SSH to this server over the client VPN to install docker and do any maintenance tasks that can't be completed by the automatic script updates

User Accounts:

Mark43 will need sudo access on this server to do the docker installation.

Assigning Static IP Addresses:

The agency should do this:

1. Log in to the server with the username and password.
2. Enter the following command `sudo nano /etc/network/interfaces`
3. Delete the line `iface eno1 inet dhcp`
4. Add the following lines. Replace the text in <> with your network appropriate information. We recommend using 8.8.8.8 and 8.8.4.4 for your DNS server:

```

iface eno1 inet static
address <ip address>
netmask <subnet mask>
gateway <default gateway>
dns-search <DNS search domain>
dns-nameservers <dns server> <optional secondary dns server>

```

5. Type `control+x` to exit
6. press `y` to save
7. Press `enter` to confirm the name `/etc/network/interfaces`.
8. Type `sudo reboot` to restart the server.



M43 BI:

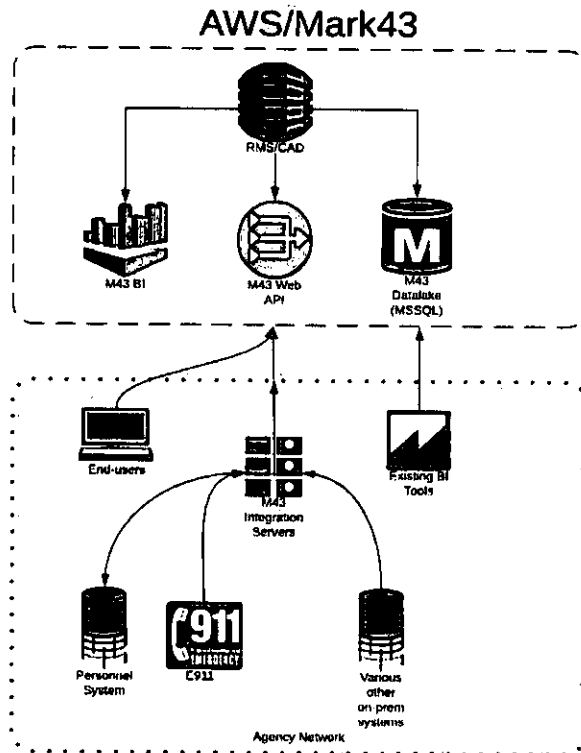
Allows agencies and contractor to investigate and report of their data within M43

M43 Web API:

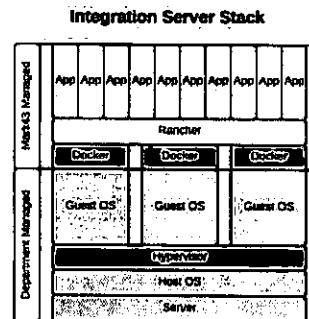
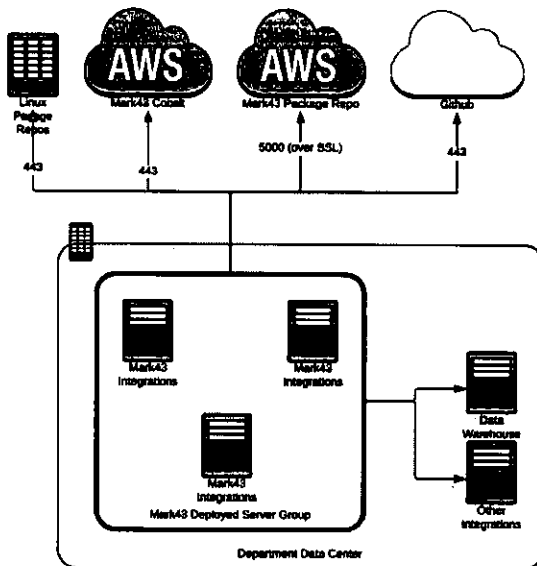
Allows agency and contractor IT staff to interact with CAD/RMS data. Commonly used to automate workflows and build integrations. Also used by M43 to build integrations.

M43 Datalake:

Read-only database access to all agency data in the application. Commonly used for BI, datawarehousing and large data pulls.



Mark43 Deployed Architecture



8. HYPERCARE

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 during standard business hours (0700 - 1800). Mark43 personnel will help answer system and functional questions as they arise onsite, and any questions/issues discovered outside of standard business hours will be routed to Mark43's 24/7 Customer Help Desk.

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.





CERTIFICATE OF LIABILITY INSURANCE

1/26/2020

DATE (MM/DD/YYYY)

6/18/2019

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:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1440826 Mark43 Inc. 28 East 28th Street, 12 Floor New York NY 10016	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	
	INSURER B: Valley Forge Insurance Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES **CERTIFICATE NUMBER:** 15089516 **REVISION NUMBER:** XXXXXXXX

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 ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	6056688404	1/26/2019	1/26/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ \$1,000 Comp ☒ \$1,000 Coll. ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	N	N	6056688399	1/26/2019	1/26/2020	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 ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	N	N	6056688449	1/26/2019	1/26/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 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/A	6056688435(AOS)	1/26/2019	1/26/2020	☒ 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	Tech/E&O	N	N	EON G2901274A 002	1/26/2019	1/26/2020	\$5M each claim/\$5M agg. Ded \$25M each claim BPP:\$26,530 Ded: \$1,000
A	Property	N	N	6056688404(Property)	1/26/2019	1/26/2020	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED

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