

**AMENDMENT NO. 2 TO
SOFTWARE LICENSE AND SERVICES AGREEMENT**

This Amendment No. 2 to the Software License and Services Agreement (this "Amendment"), is dated as of July 13, 2021, and is by and between Mark43, Inc., with offices at 250 Hudson Street, 3rd Floor, New York, NY 10013 ("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 and as amended by that certain Amendment No. 1 dated as of July 2, 2019 (collectively, the "Existing Agreement"); and
- B. WHEREAS, the Parties hereto desire to amend the Existing Agreement to update Schedule A and D thereto, 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 D of the Existing Agreement is hereby amended by deleting it in its entirety and substituting the Schedule D attached to this Amendment.
- 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

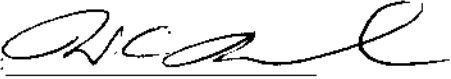
subject matter.

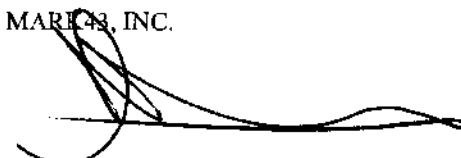
- f. Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 as of the date first written above.

CITY OF REDONDO BEACH

MARFAC, INC.

By: 

By: 
Steven Salberta

Name: William C. Brand

Name: Steven Salberta

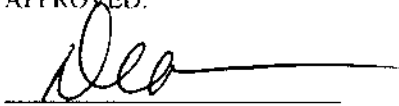
Title: Mayor

Title: Chief Financial Officer

ATTEST:


Eleanor Manzano, City Clerk

APPROVED:


Diane Strickfaden, 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
 7. WATER
- 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

4. Mark43 Data Exchange

CAD Data Exchange supports basic inquiries on persons, vehicles, boats, firearms, and property. Functionality of this module requires CAD 1: CAD Dispatch for PSAPs and CAD 2: First Responder View for First Responders.

PRODUCT SPECIFICATIONS/FEATURES:

First Responder

- Structured Forms for Inquiries (for vehicles, persons, articles, firearms, and boats)
- Results and Notifications
- Event/Unit Association

PSAP

- Structured Forms for Inquiries (for vehicles, persons, articles, firearms, and boats)
- Configurable Command Line support for Inquiries (for vehicles, persons, articles, firearms, and boats)
- Device and Permissions Management
- Results Routing
- Data Exchange Activity Tab
- Results and Notifications
- Configurable Shortcut Keys
- Configurable Sound Preferences

If agreed by the Parties, Mark43 or a partner/subcontractor will connect the Mark43 Public Safety Platform to Federal, state and local criminal justice data sources. Mark43 utilizes a third-party middleware component in the Mark43 Public Safety Platform and uses a third party to perform services to setup and maintain these connections and provides support during training, configuration and implementation phases of the project. The Parties agree to evaluate the requirements together and agree on a time frame for completion. Subscriber is responsible for determining which of these downstream data feeds will continue to receive information at cutover. Subscriber, with the consent of Mark43, is also responsible for determining the policies and procedures surrounding interfaces between Mark43 Applications and third-party databases. Subscriber understands and agrees that third-party service providers and Mark43 may impose additional license, warranty and other terms on Subscriber in writing. 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 of the Data Exchange Services.

- 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"** for any Application commences upon the occurrence of Go Live for that Application.

2. **Initial Term**. The Initial Term commences on the Effective Date and concludes as of June 30, 2026.

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

4. **Fees**.

- a. Professional Services One-Time Fees (Total: \$45,000):
 - 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
 - v. WATER Interface Development: \$15,000
- b. Professional Services Annual Fees for CAD Interface Support and Maintenance (Total: \$10,000 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
 - vi. WATER: \$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.
 - iv. **Data Exchange:** The Subscription Fee for the Data Exchange Application is included in the above fees for the Initial Term, subject to the following license numbers: no more than 28 device licenses for the third-party terminal (via CLIPS) and no more than 114 user licenses for the third-party middleware connector (via ConnectCIC).

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:

Implementation Period Payment Schedule

Milestones	Amount Due	Paid/Unpaid as of Amendment Effective Date
Contract signing	\$ -	
Project Kickoff	\$ 24,480.00	Paid
Completion of Department Assessment	\$ 24,480.00	Paid
July 2, 2019	\$ 24,480.00	Paid
July 2, 2019	\$ 24,480.00	Paid
July 2, 2019	\$31,920.00	Paid
Delivery of Department Assessment	\$25,584.00	Paid
Go Live	\$95,416.00	Unpaid
Total Implementation Period Payments	\$240,840.00	

Further Payment Schedule

	Amount Due
July 1, 2021	\$208,340.00

July 1, 2022	\$208,340.00
July 1, 2023	\$208,340.00
July 1, 2024	\$208,340.00
Total Further Payments	\$833,360.00

- 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 inoperative and causing dispatchers to

experience a total loss of service, continuous or frequent instabilities, a loss of connectivity or inability to communicate as intended, or there is an inability to process transactions, the creation of a hazard or emergency, or the inability to use a primary feature or function of the CAD.

2. **"Severity Level 2 CAD Error"** means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, substantially impairs use of one or more features or functions of the CAD, which constitute less than a material portion thereof, in a production environment, or any CAD Error occurring in a testing or other non-production environment that, if occurring in a production environment, would constitute a Severity Level 1 CAD Error. Examples of Severity Level 2 CAD Errors include, without limitation, situations in which a CAD Error is causing intermittent impact to dispatchers, loss of redundancy, loss of routine administrative or diagnostic capability, or inability to use a secondary feature or function of the CAD.
3. **"Severity Level 3 CAD Error"** means any CAD Error that, for fifty percent (50%) or more of Subscriber's dispatchers, has a minimal impact on the performance or operation of the CAD. Examples of Severity Level 3 CAD Errors include, without limitation, a CAD Error having only a minimal impact on dispatchers and CAD Errors seen in a test or other non-production environment that, if deployed in a production environment, would not constitute a Severity Level 1 CAD Error.

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 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/>

Auth0 (if elected):

Acceptable Use: <https://cdn.auth0.com/website/legal/files/aup-19.pdf>

RapidSOS (if elected): Subscriber must sign up and accept the terms contained within the following link:

<https://info.rapidsos.com/rapidsos-integrations-signup>

ii. Subcontractors:

Subscriber consents to Mark43's use of the following subcontractors: CommSys. CommSys terms are attached hereto.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2022

6/30/2021

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):

E-MAIL:

ADDRESS:

FAX:

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Atlanta Specialty Insurance Company

31925

INSURER B: ACE American Insurance Company

22667

INSURER C: The Continental Insurance Company

35289

INSURER D:**INSURER E:****INSURER F:**

INSURED Mark43 Inc.
1436381 250 Hudson St., 3 FL
New York NY 10013

COVERAGES**CERTIFICATE NUMBER:** 17678887**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 WYD	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:	N	N	711-01-73-86-0000	1/26/2021	1/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 \$
A	☒ AUTOMOBILE LIABILITY ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ \$1,000 Comp ☒ \$1,000 Coll	N	N	711-01-73-86-0000	1/26/2021	1/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$	N	N	711-01-73-86-0000	1/26/2021	1/26/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C	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	406-04-74-13-0000	1/26/2021	1/26/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property	N	N	711-01-73-86-0000	1/26/2021	1/26/2022	BPP: \$645,000 Ded:\$2,500
B	Professional Liability	N	N	D95102670	1/26/2021	1/26/2022	Limit: \$5M / \$50K Ded.

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

CERTIFICATE HOLDER

17678887
City of Redondo Beach
401 Diamond St
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

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