

**AMENDMENT NO. 5 TO
SOFTWARE LICENSE AND SERVICES AGREEMENT**

This Amendment No. 5 to the Software License and Services Agreement (this “Amendment”), is dated as of October 14, 2025, and is by and between Mark43, Inc., a Delaware corporation with offices at 8 West 40th Street, 2nd Floor, New York, NY 10018 (“Mark43”) and the City of Redondo Beach, a chartered municipal corporation, 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, Amendment No. 2 dated as of July 13, 2021, Amendment No. 3 dated as of September 6, 2022, and Amendment No. 4 dated as of March 5, 2024 (collectively, the “Existing Agreement”); and
- B. WHEREAS, the Parties ratify and confirm that the intent of Section 2.8 of the Existing Agreement has always been, and remains, that Mark43 shall never use Subscriber Data for **marketing, advertising, or promotional purposes, without Subscriber written consent, as specified in Section 2.8 in the SLSA;**
- C. WHEREAS, the Parties desire to add certain cybersecurity provisions to Section 10 of the Existing Agreement;
- D. WHEREAS, the Parties acknowledge that Section 10.2.A of the Existing Agreement erroneously referenced the Hawthorne Police Department and that such reference was intended to be the Redondo Beach Police Department.
- E. WHEREAS, the Parties understand that the Change Order dated March 25, 2025, attached hereto, was not authorized by the Subscriber and is null and void;
- F. WHEREAS, the parties desire to add certain disclosures to the definition of Confidential Information set forth in Section 5.1 of the Existing Agreement; and
- G. WHEREAS, the Parties hereto desire to amend the Existing Agreement to add and modify certain existing terms, and to update Schedule A 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. The Order Form, Quote Number Q-01886.2, with a retroactive start date to May 30, 2025, attached hereto, is hereby incorporated into the Existing Agreement as an addendum to Schedule A.

- b. For the avoidance of doubt, the confidentiality terms in Section 5 of the Existing Agreement apply to information disclosed during the OnScene evaluation period from March 1, 2025 until the effective date of the Order Form.
- c. The Order Form, Quote Number Q-01964.1, attached hereto, is hereby incorporated into the Existing Agreement as an addendum to Schedule A.
- d. The Change Order dated March 25, 2025, attached hereto, is hereby declared null and void ab initio, and neither Party shall have any rights, obligations, or liabilities thereunder.
- e. Section 2.8 of the Existing Agreement is hereby amended and restated in its entirety to read as follows:

“2.8 Subscriber Data. As between Mark43 and Subscriber, Subscriber shall retain all right, title, and interest in and to the Subscriber Data, including, without limitation, all Intellectual Property Rights therein. Subscriber shall bear sole responsibility for the accuracy, quality, and legality of the Subscriber Data, including obtaining all rights and consents necessary to provide the Subscriber Data to Mark43 in accordance with this Agreement. Notwithstanding anything to the contrary contained herein, including without limitation Section 5.2, Subscriber hereby grants to Mark43 an irrevocable, worldwide, royalty-free, non-exclusive, transferable, sublicensable license to use the Subscriber Data solely to: (i) provide the SaaS Services to Subscriber; (ii) analyze the Subscriber Data in anonymized and/or aggregate form to operate, maintain, manage, and improve the SaaS Services; (iii) develop new products and services; (iv) share and/or license such anonymized and/or aggregate data to Affiliates, agents, business partners, and other third parties; and (v) use the Subscriber Data internally to improve the Applications, Software, and related services, and for other uses disclosed in or necessary for performance under this Agreement or any statement of work. For the avoidance of doubt, Mark43 shall not use Subscriber Data for marketing, advertising, or promotional purposes, without Subscriber written consent.”

- f. Section 5.1 of the Existing Agreement is hereby amended and restated in its entirety to read as follows:

“5.1 Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means: (a) with respect to Mark43, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non- public information or material regarding Mark43' s legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non- public information or material regarding Subscriber' s legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third

person who did not receive it, directly or indirectly, from the disclosing party; (v) required to be disclosed by the receiving party pursuant to law, rule, regulation, subpoena, or court order, including but not limited to the California Public Records Act; (vi) disclosed due to a rule, order, referral, or request, including without limitation any rule, order, referral, or request of Subscriber's City Council; or (vii) disclosed as part of the Subscriber's customary contract approval process."

- g. Section 10 of the Existing Agreement is hereby amended and restated in its entirety to read as follows:

"10. Security.

10.1 Both Parties agree that all Criminal Justice Information ("CJI") and Confidential Information, whether in electronic or hard copy format, shall be secured and protected at all times to prevent unauthorized access, in compliance with the current version of the FBI's CJIS Security Policy applicable to cloud service providers. Each Party shall promptly notify the other Party of any security breach that compromises Subscriber's systems and/ or data. Both Parties agree to cooperate in any investigation of such a security breach.

A. Criminal Justice Information ("CJI"), whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access and ensure compliance with the most recent version of the FBI's CJS Security Policy. At a minimum, Mark43 must encrypt and/ or password protect electronic files containing CJI, whether saved to laptop computers, computerized devices or removable storage devices.

B. When CJI, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

C. Mark43 shall promptly notify Subscriber of any unauthorized access or unauthorized disclosure or use by a third party of the CJI collected or obtained by the Contractor under this Agreement (each, a "Mark43 Security Breach"). Mark43 shall provide such notice following discovery and without unreasonable delay. Mark43 agrees to reimburse the Subscriber for reasonable out-of-pocket expenses incurred by Subscriber to (i) investigate the Contractor Security Breach and, where applicable (it) notify individuals who may be impacted by the Contractor Security Breach. For the avoidance of doubt, a Mark43 Security Breach does not include any breach caused by the acts, errors or omissions of Subscriber or its personnel (including, without limitation, weak or compromised passwords, phishing of user passwords, lost or stolen Subscriber or officer -owned hardware, etc.)

D. Mark43 agrees that the requirements of this Paragraph shall be incorporated into all subcontractor agreements entered into by Mark43. It is further agreed that a violation of this Paragraph shall be deemed to cause irreparable harm justifying injunctive relief in court.

10.2 Background Screening

A. Mark43 personnel requiring physical access to any Consortium facility or remote access to any criminal justice information processing systems shall complete a background check conducted by the New York City or livescan system, which will include a local and national fingerprint check (remote personnel may obtain fingerprints at their local law enforcement agency and mail or electronically transmit them to the Project Manager). Personnel not meeting Redondo Beach Police Department standards will be removed from the project. Contractor further agrees that all workers and subcontractors (collectively "Contract Worker(s)") that Contractor furnishes to the City pursuant to this Contract shall be subject to background and security checks and screening (collectively "Background Screening") at Contractors sole cost and expense.

B. TERMS APPLICABLE TO ALL OF CONTRACTOR' S CONTRACTS AND SUBCONTRACTS. Mark43 shall include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Contract including, but not limited to, supervision and oversight services.

C. MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY. The background screening requirements of this section are material to City' s entry into this Contract and any breach by Mark43 shall be a material breach of this Agreement.

D. CONTINUING DUTY: AUDIT. Mark43' s obligations and requirements that Contract Workers satisfy this background screening section shall continue throughout the entire term of this Contract. Mark43 shall notify Subscriber immediately of any change to a background screening of a Contract Worker previously approved by Subscriber. Mark43 shall maintain all records and documents related to all background screenings and Subscriber reserves the right to audit Mark43' s compliance with all background screenings and requirements of this section.

10.3 CJ/ CLETS TRAINING. Subscriber shall be responsible for providing CJ/ or CLETS- related training to Mark43 personnel and/ or obtaining any certifications for Mark43 personnel who may have access to CJ/ data of Subscriber. When CJ/ , regardless of its format, is no longer required for the purposes of this Agreement, such information shall be redacted or destroyed using appropriate and secure methods that render the information inaccessible, unreadable, and unrecoverable, in full compliance with the FBI' s CJIS Security Policy. Destruction of such CJ/ shall only occur upon mutual written agreement of both Parties. Mark43 shall certify in writing to Subscriber upon any such destruction, including details of the method used.

10.4 Mark43 shall promptly notify Subscriber of any unauthorized access to, disclosure of, or use by a third party of CJ/ collected or obtained by Mark43 under this Agreement (each, a "Mark43 Security Breach"). Mark43 shall provide such notice promptly upon discovery and without unreasonable delay. Mark43 further agrees to reimburse Subscriber for documented reasonable and direct expenses incurred by Subscriber to (i) investigate the Mark43 Security Breach subject to the liability cap set forth in this Agreement. For the avoidance of doubt, Subscriber shall remain solely responsible for determining and carrying out any required notifications to impacted individuals under applicable law. For the avoidance of doubt, a Mark43 Security Breach does not include

any breach resulting from the acts, errors, or omissions of Subscriber or its personnel (including, without limitation, weak or compromised passwords, phishing attacks on Subscriber personnel, or lost or stolen Subscriber- or officer-owned hardware).

10.5 Mark43 agrees that all obligations set forth in this Section, including but not limited to those concerning CJIS compliance, data protection, breach notification, and data destruction, shall be incorporated into all subcontractor agreements entered into by Mark43. Both Parties acknowledge and agree that any violation of this Section, including by a subcontractor, shall constitute a material breach of this Agreement entitling Subscriber to seek injunctive relief without proving irreparable harm, in addition to any other remedies available at law or in equity, including recovery of attorneys' fees."

3. Date of Effectiveness; Limited Effect. This Amendment is effective (the "Amendment Effective Date") as of the earlier of (i) the date first written above or (ii) the start date of any Order Form attached hereto. 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

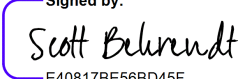
and each of their respective successors and assigns.

- 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. 5 as of the date first written above.

CITY OF REDONDO BEACH,
a chartered municipal corporation

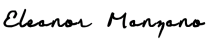
MARK43, INC.,
a Delaware corporation

Signed by:

By: _____ For _____
Name: James A. Light Scott Behrendt,
Title: Mayor Mayor Pro Tempore
10/20/2025 | 6:16 PM PDT

Signed by:


By: _____
Name: Christopher D. Merwin
Title: Chief Financial Officer

ATTEST:

DocuSigned by:


Eleanor Manzano, City Clerk

APPROVED:

Signed by:


Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Signed by:


Joy A. Ford, City Attorney



ORDER FORM

Mark43, Inc.
 8 West 40th Street, 2nd Floor
 New York, NY 10018

Quote Number: Q-01886.2
 Offer Valid Through: October 15, 2025
 Sales Contact: Chase Clucas
 chase.clucas@mark43.com

Bill to:

Subscriber Name: Redondo Beach Fire Department
 Address: 401 S Broadway St
 Redondo Beach, CA 90277

Start Date: May 30, 2025
 End Date: June 30, 2026

Billing Frequency: Annual
 Payment Terms: Net 30

Billing Contact: Chief Joe Hoffman
 Jeremy Sisante
 Lina Carillo
 joe.hoffman@redondo.org,
 Jeremy.Sisante@redondo.org,
 Lina.Carrillo@redondo.org

Purchase Order. Is a purchase order required by Subscriber to purchase? Yes _____ No ____

SaaS Services. Product descriptions for the Services noted below are set forth at [https://mark43.com/Mark43- Product-Catalogue:](https://mark43.com/Mark43-Product-Catalogue)

<i>Year 5 SaaS and Recurring Services</i>	<i>Qty (if applicable)</i>	<i>Price to Subscriber</i>
MOB 1 CAD: OnScene Mobile Application for CAD	Not to Exceed 10 total sworn	\$4,800.00
Subtotal		\$4,800.00
Total SaaS Services		\$4,800.00

<i>Professional Services</i>	<i>Qty (if applicable)</i>	<i>Price to Subscriber</i>
N/A: No additional one-time services	N/A	N/A
Total		\$0.00

Pricing. Additional increases may be applied at any time during the Term if required quantities increase.

Invoicing and Payment. Subscription Fees are payable upfront annually. Mark43 will issue the first invoice on or after the effective date of this Order Form and each subsequent invoice (if any) on or after the anniversary thereof. Subscriber shall pay all invoices to bank account designated in writing by Mark43 within thirty (30) days of Subscriber’s receipt of the invoice.

<i>Payment Schedule</i>	<i>Due Date</i>	<i>Amount Due</i>
Year 5 Payment(s)	Order Form Start Date (Order Form Start Date – June 30, 2026)	Fees based on prorated Year 5 SaaS and Recurring Services for the period from Order Form Start Date to June 30, 2026*
Total		Prorated year 5 SaaS fees*

*Year 5 SaaS fees will be prorated from the period of time from Order Form Start Date to June 30, 2026. For example, if the Order Form is signed on October 1, the prorated Year 5 SaaS fees will be \$3,590.00.

Mark43, Inc.

Subscriber

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



ORDER FORM

Mark43, Inc.
 8 West 40th Street, 2nd Floor
 New York, NY 10018

Quote Number: Q-01964.1
 Offer Valid Through: October 15, 2025
 Sales Contact: Chase Clucas
 chase.clucas@mark43.com

Bill to:

Subscriber Name: Redondo Beach Police Department
 Address: PO Box 639
 Redondo Beach, CA 90277

Start Date: The date this Order Form is last signed by both parties

Billing Contact: Chief Joe Hoffman, Jeremy Sisante, Lina Carrillo

End Date: June 30, 2026

Billing Contact Email: joe.hoffman@redondo.org,
 Jeremy.Sisante@redondo.org,
 Lina.Carrillo@redondo.org

Billing Frequency: Annual
 Payment Terms: Net 30

Purchase Order. Is a purchase order required by Subscriber to purchase? Yes _____ No _____

SaaS Services. Product descriptions for the Services noted below are set forth at <https://mark43.com/Mark43-Product-Catalogue>:

<i>Professional Services</i>	<i>Qty (if applicable)</i>	<i>Price to Subscriber</i>
Interface Development: Karpel E-Courts	1 interface(s)	\$5,000.00
Total		\$5,000.00

Pricing. Additional increases may be applied at any time during the Term if required quantities increase.

Invoicing and Payment. Subscription Fees are payable upfront annually. Mark43 will issue the first invoice on or after the effective date of this Order Form and each subsequent invoice (if any) on or after the anniversary thereof. Subscriber shall pay all invoices to bank account designated in writing by Mark43 within thirty (30) days of the Subscriber's receipt of the invoice.

<i>Payment Schedule</i>	<i>Due Date</i>	<i>Amount Due</i>
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Year 1 Payment(s)	Order Form Start Date	\$5,000.00
Total		\$5,000.00

This Order Form is entered into in accordance with and it incorporates the terms of the Software License and Services Agreement and any attached schedules (the "SLSA" or "Agreement"). Except as otherwise provided in this Order Form, previously executed Order Form(s) remain in effect. This Order Form does not incorporate any other terms, whether oral or written, and whether contained in a purchase order or otherwise and, for the avoidance of doubt, prevails over any terms contained therein. By signing below, the parties agree to be bound by the terms of this Order Form. Each party represents and warrants that this Order Form is executed by a duly authorized legal representative of such party. This Order Form may be executed in counterparts (including electronic copies) each of which will be deemed an original, with all counterparts constituting one agreement.

Mark43, Inc.

Subscriber

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

