365™ SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (the "Agreement"), dated effective as of the date signed by both parties below (the "Effective Date") is between 365Labs LLC, with a principal address at 1 Smart Way, Ste. 200, Baton Rouge, LA 70810 ("365Labs") and City of Lompoc, a municipal corporation , with a principal address at 100 Civic Center Plz., Lompoc, CA 93436-6968 ("Client").

RECITALS:

A. 365Labs has developed certain public safety software that is available to access on 365Labs' Website as a subscription service or is downloaded and installed at Client's site, as specified in the applicable 365Labs Quote, together with other mobile apps, products, services, and materials provided by 365Labs.

B. Client desires to license or access the Software, and 365Labs desires to provide such license or access to Client, subject to the terms and conditions of this Agreement.

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 365Labs and Client agree as follows:

AGREEMENTS:

1. Definitions.

   (a) "Confidential Information" means the Software, Client Data, either party's non-public business and technology information, trade secrets, 365Labs' pricing, any written materials marked as confidential and any other information which is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party reasonably should understand to be confidential. Confidential Information excludes information that the receiving party can document: (i) is or becomes generally available to the public without fault of the receiving party; (ii) was rightfully in the receiving party's possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it. The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with open records acts or other freedom of information laws or regulations; provided that it gives the disclosing party, if legally permissible, reasonable prior notice and an opportunity to respond or object to the disclosure.

   (b) "Client Data" means all electronic data or information input by Client and Users into the Software, including Client's data contained in Software reports, financial data, and Personal Data. Client Data does not include Usage Data, Feedback or template report forms provided to Client through the Software.

   (c) "Documentation" means 365Labs' User instructions and help materials for the Software, whether in electronic, printed or other form, as updated by 365Labs from time to time.

   (d) "Feedback" means any suggestions, enhancement requests, complaints or other feedback from Client or Users relating to the Software or 365Labs' Services.

   (e) "Go-Live Date" means the date of Client's cutover to live operation of the Software.

   (f) "Malicious Code" means any virus, worm, trap door, back door, snoopware, spyware, malicious logic, Trojan horse, time bomb or other malicious software functionality that would intentionally erase or render the Software unusable or intentionally interfere with the use of the Software or a User's computer system or software.

   (g) "Mobile App(s)" means 365Labs' mobile applications that are used in connection with its primary Software product.

   (h) "Modifications" means updates, upgrades, patches, improvements, enhancements, bug fixes, additional features, and other modifications to the Software.

(i) "Personal Data" means information that identifies a particular individual, such as name, birthdate, address, telephone number, e-mail address, government-issued identification numbers; passwords, credit and debit card numbers, financial account numbers and security codes; biometric data, and personal health information. However, if applicable law in the jurisdiction where a person resides defines personal information or data, that definition shall apply.

(j) "Quote" means a quote/purchase order provided by 365Labs and agreed to by Client, that sets forth products or services being purchased by Client, pricing, number of authorized Users (where applicable), and other terms.

(k) "Services" means technical support, Software maintenance, consulting, training, professional services, and other services offered by 365Labs to its Clients as part of or in connection with the Software, including services for which 365Labs may charge a separate fee.

(l) "Software" means the 365Labs software and/or Mobile Apps related to such software, as specified in the applicable Quote(s) agreed to by the parties, including Modifications. The Software will be provided to Client either through online access as part of a hosted system, onsite at Client's facility, or (in the case of the Mobile Apps) made available to download onto electronic devices used by Client's authorized Users. Except as otherwise provided in this Agreement, "Software" includes Third-Party Software provided by 365Labs as part of the Software solution.

(m) "Term" means the Initial Term of this Agreement together with any and all Renewal Terms, as those terms are defined in Section 7(a).

(n) "Third-Party Software" means any third-party applications and software, whether open source or proprietary, that are owned by entities or individuals other than 365Labs and that may be incorporated into or interoperate with the Software.

(o) "Users" means individual employees and personnel of Client who are authorized to use the Software, as specified in the applicable Quote(s). Subject to 365Labs' prior written approval, Users may also include consultants or contractors of Client who are using the Software solely for Client's internal business purposes, but shall not include competitors of 365Labs.

(p) "Website" means the applicable 365Labs website or web portal for Client, where hosted Software will be accessed by Client and its Users via a Client login, and where Mobile Apps and other Software made available by 365Labs may be made available for downloading.

2. Grant of Rights and Restrictions. During the Term, with respect to the Software specified in the applicable Quote(s) and subject to the terms and conditions of this Agreement, 365Labs grants Client a non-exclusive, non-transferable and non-sublicensable (a) right to access and use hosted Software, (b) license to install and use downloadable or onsite Software at Client's locations, and (c) in the case of Mobile Apps, a license to download and use the Mobile Apps on the electronic devices of Client's Users. Hosted Software will be hosted either on 365Labs' servers or the servers of a third party that in the business of hosting web- or cloud-based software applications. Use of the Software is subject to the following terms and limitations:

(a) Scope of Use. Use of the Software is limited to Client's own internal business and to its authorized Users, except as set forth below.

(i) Affiliates and Shared Agencies. Client's rights and licenses may be shared only with affiliates or (where Client is a governmental agency or entity) other governmental agencies or entities that are specifically named in the applicable Quote ("Shared Agencies"). If Client's affiliates or Shared Agencies are using the Software pursuant to this Agreement, Client is responsible for their compliance with the terms of this Agreement unless otherwise stated in the applicable Quote.

(ii) Cooperative Purchasing (Piggyback) Terms. Where Client is a state or local governmental agency or entity, then, to the extent provided (if at all) by the laws of the State in which Client is located, that any public procurement unit, within or outside of such State, is permitted under applicable law to purchase services, supplies, materials, equipment, and other personal property under the terms of a contract entered into by another awarding or sponsoring public procurement unit pursuant to the process commonly known as

"piggybacking," 365Labs and Client hereby consent thereto and, to the extent permitted under applicable law, hereby extend such piggyback purchase option to other public procurement units for the products and Services that are the subject of this Agreement, as specified in the applicable Quotes between 365Labs and Client. Governmental entities wishing to use this Agreement for piggybacking purposes (the "Piggybacking Agency") will be required to enter into a separate Software License and Services Agreement and Quotes/purchase orders with 365Labs and for all fees and payments for the products and services provided to the Piggybacking Agency. Client shall not in any way be responsible or liable for any third party claims, demands, actions, or causes of actions of any kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Agreement for such piggybacking purposes.

(b) <u>License Types</u>.

(i) <u>Site License</u>. If a Quote specifies that Client is purchasing a site or seat license, such license shall include all agencies named in the Quote, subject to a limitation of 20% growth in agency size (based on the total number of Users or other applicable licensing metric) from the date of the Quote. Additional fees will be assessed for growth beyond 20%.

(ii) <u>User Licenses</u>. If a Quote indicates that Client is purchasing User licenses, unless a different license model is specified in the Quote, such licenses are based on the total number of Users that may be granted login rights to the Software, and such number will be specified in the Quote. Additional User licenses may be purchased upon request and will require a new Quote.

(iii) <u>Free Software</u>. If a free evaluation or trial of any Software is specified in the Quote or otherwise agreed to by the parties, or if 365Labs provides any other Software to Client free of charge (e.g., scripts that enable Client installation; code that enables Client to monitor its use of the Software) (collectively, "<u>Free Software</u>"), then such Free Software is provided "AS IS" WITHOUT ANY WARRANTIES OR INDEMNITIES OF ANY KIND, NOTWITHSTANDING SECTIONS 11 AND 12, AND 365LABS WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, CONSEQUENTIAL, OR OTHERWISE, ARISING OUT OF CLIENT'S USE OF THE FREE SOFTWARE. If Client purchases a subscription or license to evaluation Software at the end of the trial period, the standard terms of this Agreement will apply to such Software thereafter. ANY DATA THAT CLIENT ENTERS INTO EVALUATION SOFTWARE DURING THE FREE TRIAL PERIOD MAY BE TEMPORARY ONLY. If Client does not purchase a paid subscription or license to the evaluation Software upon completion of the trial period, 365Labs may purge and delete the Client Data entered into the evaluation Software any time after expiration of the trial period. 365Labs may use Client's trial period data for the purposes specified in Section 5(c). 365Labs will make evaluation Software available to Client on a trial basis, free of charge, until the earlier of (a) the end of the agreed free trial period, or (b) the start date of any purchased subscription or license to such Software by Client. 365Labs may terminate license or access rights to other Free Software at any time in its sole discretion, upon notice to Client. Client may not transfer Free Software to or share it with anyone else.

(c) <u>Modifications</u>. Client acknowledges and agrees that the Software, Documentation and other materials that may be made available by 365Labs may be updated and changed from time to time with Modifications, in 365Labs' sole discretion.

(d) <u>Restrictions</u>. Client will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, algorithms, programming methods or Confidential Information from the Software. Client will not modify or create derivative works of the Software or use it in order to build a competitive product or service, or copy any features, functions or graphics of the Software or Website. Client shall not remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by 365Labs on or in the Software or its Documentation. Client and its Users will use the Software only as permitted by applicable laws and regulations. Client is responsible for all activities conducted under its Users' Software accounts and passwords, and for ensuring that its Users comply with the applicable terms and limitations in this Agreement.

(e) <u>Third-Party Software</u>. Any open source components of the Software are subject to the applicable third-party license or subscription terms; 365Labs will use reasonable efforts to provide a list of

such open source components and license terms to Client upon request. Other Third-Party Software that is embedded in the Software, or is provided by 365Labs as an integrated part of the Software, is provided by 365Labs to Client pursuant to the applicable terms of this Agreement, unless a separate third-party license or subscription agreement for such Third-Party Software is provided to Client in advance. Third-Party Software is authorized only for use in connection with the Software, unless otherwise permitted under an open source license.

(f) <u>Monitoring/Audits</u>. 365Labs may monitor use of hosted Software and Mobile Apps for compliance with the terms of this Agreement. 365Labs or its designated auditor may inspect Client's premises, use of the Software, and its books and records, upon reasonable prior notice to Client, during Client's normal business hours and subject to Client's facility and security regulations. 365Labs is responsible for the payment of all expenses and costs of such audits. Any information obtained by 365Labs and the auditor will be kept in strict confidence and used solely for the purpose of verifying Client's compliance with the terms of this Agreement.

3. <u>Other Services and System Components</u>.

(a) <u>Technical Support and Service Levels</u>. 365Labs will provide Client with technical support and maintenance Services as set forth in Schedule A, including service levels as described in Schedule A. 365Labs may reasonably update its support and maintenance terms from time to time, upon notice to Client.

(b) <u>Professional Services</u>. Upon Client's request and subject to a separate written Statement of Work ("<u>SOW</u>") or Quote between the parties, Client may purchase training, consulting services, or other professional Services from 365Labs. All such Services are subject to the terms and conditions set forth in such SOW or Quote as well as the terms and limitations of this Agreement, to the extent not conflicting with such SOW or Quote.

(c) <u>Hardware and Third-Party Software and Services</u>. Client agrees to purchase from 365Labs the Third-Party Software licenses or subscriptions and the hardware identified in a Quote agreed to by the parties. 365Labs does not itself warrant third-party products or services but agrees to pass through to Client any warranties provided by the third party providers, to the extent permitted. Upon Client's request, 365Labs will reasonably assist Client in addressing issues with such third-party providers or referring Client to a third party with expertise regarding the product.

4. <u>Client Responsibilities</u>.

(a) <u>Account Security and Limitations</u>. Client acknowledges and agrees that it is responsible for managing its organization's security environment and security profile, including without limitation security configurations, system access, and security privileges. Client will maintain commercially reasonable administrative, physical, and technical safeguards and standards for its Users' use of the Software and the security of the Software and Users' passwords. Client agrees it and its Users shall securely manage their respective password(s) for access to the Software. Client will promptly notify 365Labs if it becomes aware of any unauthorized access or use of the Software or any unauthorized use or disclosure of Users' passwords or accounts. A single username and password may not be used by more than one User. Users may log in and use the Software only from a single location at any given time.

(b) <u>Client Administrator</u>. Client will designate one or more system administrators (the "<u>Client Administrator</u>") to manage the Software system for Client, provide first-line support to Users, and act as Client's primary technical contact and liaison with 365Labs. The Client Administrator must attend training and be certified as reasonably required by 365Labs, and be qualified to operate the Software on Client's equipment. Client may replace its Client Administrators upon written notice to 365Labs, provided that the new Client Administrator must receive the required 365Labs training. Client will be charged additional fees for any training for Client's Users beyond the initial training provided as part of 365Labs' implementation Services.

(c) <u>Client Administrator and Support Contact Requirements</u>

i. <u>Certification</u>. Client's designated Client Administrator(s) must be certified by 365Labs within one (1) year of the date of Client's cutover to live operation of the Software ("Go-Live Date"). The designated Client Administrator(s) must meet the following requirements in order to certify at the basic level:

- Attend, participate in, and successfully pass the final written and practical examinations of Client Administrator courses.

    ii. <u>Client Administrator Training Costs</u>. Client will be responsible for the costs of such training including any course fees, travel, and lodging expenses.

    iii. <u>Client and Support Contact Information</u>. Contact Information for Client Administrator(s) and other authorized support contacts must be provided by Client to 365Labs' technical services department. Any changes to the Client Administrator(s) and support contacts names and contact information must be promptly provided to 365Labs' technical services department.

    iv. <u>Qualifications</u>. Each designated Client Administrator and Client support contact must be qualified to address, or have other support resources to address, without the aid of 365Labs, all problems relating to hardware, software, or operating system not directly associated with the Software.

(d) <u>Implementation</u>. Client will actively assist with implementation of the Software, including by assigning personnel with the required skills and authority to perform the applicable tasks effectively and providing all information and assistance reasonably requested by 365Labs.

(e) <u>Hardware and Additional System Components</u>. Client will provide hardware, an operating system, browser software and other system components for use with the Software that meet 365Labs' technical specifications, as set forth in a SOW or other technical requirements documentation provided to Client, except where the parties have agreed in a Quote that 365Labs will provide such components. Client will also maintain a stable, high-speed Internet connection and remote connectivity.

(f) <u>Client Data</u>. Client is solely responsible for the accuracy, completeness, and integrity of all Client Data input into the Software or otherwise provided to 365Labs, and for obtaining any necessary consents or authorizations for use of such Client Data as contemplated by this Agreement. Client Data to be imported into the Software by 365Labs must be provided by Client in a digital form that complies with 365Labs' written requirements. It is solely Client's responsibility to assure and confirm that the initial importing of the Client Data into the Software's database by 365Labs has been properly performed. After the initial setup, it is Client's sole responsibility to add further input and modifications to the Client Data in Client's database in the Software. Client is also solely responsible for the accuracy of any and all reports, displays and/or uses of Client Data, whether or not 365Labs assisted Client with the development or construction of such reports and displays and other uses of the Client Data.

(g) <u>Email</u>. Client shall maintain an active e-mail account for correspondence with 365Labs.

(h) <u>Required Certifications</u>. Client is responsible for maintaining the required certifications for access to Client's state CJIS system, NCIC and/or other local state, federal and/or applicable systems.

(i) <u>Firewall</u>. Client is responsible for proper firewall maintenance allowing data to move from Client's on-premises data-contributing system to the Software.

5. <u>Ownership</u>.

(a) <u>365Labs Ownership</u>. 365Labs owns and retains all right, title and interest in and to the Software and Documentation, text, graphics, logos and images, 365Labs' trademarks and service marks, the Website and its contents, any custom developments, Modifications, training and other written or electronic documents and materials produced by 365Labs that relate to the Software, and all intellectual property rights in the foregoing. The Software and any other materials made available to Client by 365Labs may be used by Client and Users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved to 365Labs. Neither this Agreement nor any other agreement between the parties changes ownership of any pre-existing software or other materials.

(b) <u>Client Ownership</u>. As between the parties, Client owns and shall retain all right, title and interest in and to all Client Data, as well as the contents of any reports or forms generated by the Software that are specific to Client. 365Labs has the right to use, process and disclose Client

Data as necessary to provide the Services to Client, to comply with legal obligations, and exercise its legal rights.

(c) Usage Data. The Software tracks metadata and other statistical and usage data related to Client's and Users' use of the Software ("Usage Data") and provides such data to 365Labs. 365Labs shall own such Usage Data, provided that any Client Data used in creating the Usage Data is included only in aggregated and/or anonymized form so that it is not identifiable as to Client or any individual person. 365Labs may collect, aggregate, use, distribute and sell such Usage Data for any legal purpose, including without limitation for the purposes of providing services and improving the Software and 365Labs' products and services generally.

(d) Feedback. 365Labs shall have a royalty-free, worldwide, irrevocable, perpetual license to use Feedback and incorporate it into 365Labs' software, products and services. 365Labs shall exclusively own all right, title and interest in and to any software and intellectual property developed or delivered to Client in the performance of this Agreement, regardless of whether it is based on or incorporates any Feedback, subject to the rights granted herein to Client.

6. Fees.

(a) Fees. The prices and fees payable by Client (collectively, the "Fees") are set forth in the applicable Quote(s) and shall not exceed $104,152.00 for year one, with listed software & maintenance costs to be billed annually.

(b) Payment will be in accordance with City's standard accounts payable process. Term no longer than 45 days after presentation of a valid monthly invoice for disbursement of the payment. Payment to be made by accounts payable check processed and available as part of the weekly disbursement cycle, available each Friday for pickup or mailed delivery.

(c) Consultant shall provide itemized billing to the Accounts Payable Division identifying the project by City Project Number (if applicable) and listing the completed task, and listing the City Purchase Order Number (if applicable) on each invoice, as follows:

Electronically (preferred) to:
ap@ci.lompoc.ca.us

City of Lompoc
Attn: Accounts Payable
100 Civic Center Plaza
Lompoc, CA 93436

(d) Past Due Amounts. If any amounts owed by Client are thirty (30) or more days overdue, 365Labs may, without limiting its other rights and remedies: (i) charge interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less, on the past due amounts; (ii) terminate this Agreement under Section 7(b) and accelerate Client's unpaid fee obligations so that all such obligations become immediately due and payable, and/or (iii) suspend Client's and its Users' access to the Software until such amounts are paid in full, as set forth in Section 7(d). Client shall also be liable for all costs of collection, including reasonable attorney's fees, whether or not a suit is instituted.

(e) Disputed Amounts. Client will not withhold any undisputed portion of any amounts payable hereunder but may withhold disputed amounts upon written notice of a dispute. Unless Client provides 365Labs such notice, including the basis for such dispute, regarding the amounts due hereunder within sixty (60) days after the date of the invoice on which such amounts appear, the invoice will be deemed approved by Client and the right to dispute any such amounts invoiced will be deemed waived.

(f) Taxes. Client is responsible for any applicable sales, use or other taxes or duties associated with this Agreement, other than taxes on 365Labs' net income. If Client is a tax-exempt entity, Client must provide a tax-exemption certificate to 365Labs.

(g) Other. All amounts paid under this Agreement are payable in U.S. dollars. All payments are non-refundable, other than as expressly set forth in this Agreement.

(h) <u>Increases</u>: 365Labs, through a written notice in any calendar year, may increase the subscription fees payable for the Software as Service (SaaS) by an amount no greater than an amount equal to the Consumer Price Index Change plus 5%.

7. <u>Term and Termination; Suspension</u>.

   (a) <u>Term</u>. Unless earlier terminated as set forth below, this Agreement will commence on the Effective Date and shall remain in full force and effect after execution of this Agreement by 365Labs and Client until June 30, 2028, subject to prior termination as set forth below.

   (b) <u>Termination for Cause.</u> Either party will have the right to terminate this Agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all of its normal business affairs, insolvency, or bankruptcy.

   (c) <u>Effect of Termination</u>. Upon final termination of this Agreement, Client will no longer have the right or license to access or use any Software. Client will promptly pay all outstanding amounts owed to 365Labs as of the date of termination. In case of an early termination of this Agreement, other than for a material breach by 365Labs, regardless of the reason, Client is required to purchase all hardware at MSRP. For hosted Software, Client may request a copy of its Client Data from 365Labs no later than fifteen (15) days after the date of termination, provided that all outstanding amounts have been paid; after such date, Client Data may be purged from 365Labs' cloud servers. Each party will promptly return to the other party all Confidential Information of the other party and delete any copies of such information or materials from its systems and files. Notwithstanding the foregoing, the receiving party may retain Confidential Information on its back-up servers that are not generally accessible, in the ordinary course of business, as well as one copy in a secure location for archival purposes, provided that such Confidential Information shall remain subject to the provisions of this Agreement. Sections 2(d), 2(f), 5, 6, 7(c), 8, 9, 12, 13, 14(b) and 16 will survive termination of this Agreement, together with such other sections or terms as by their sense or meaning should survive such termination.

   (d) <u>Suspension of Software Access</u>. 365Labs may suspend Client's and its Users' access to Software if Client is in material breach of this Agreement, including any non-payment of fees, subject to fifteen (15) days' prior written notice and opportunity to cure such breach. 365Labs may also immediately suspend Client's or a User's access to the Software without prior notice if continued use creates a substantial risk to the security or integrity of the Software system or may result in material harm to the Software, 365Labs, or other Clients of 365Labs, in which case 365Labs will promptly notify Client of the suspension. 365Labs will limit the suspension in time and scope as reasonably necessary under the circumstances. 365Labs shall have the right to monitor use of the Software to verify compliance with the Agreement.

8. <u>Confidential Information</u>.

   (a) <u>General Confidentiality Obligations</u>. The receiving party of Confidential Information (i) shall not disclose Confidential Information or any information derived therefrom to any person, other than employees and independent contractors with a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose, except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection. Confidentiality obligations shall survive any termination of this Agreement.

   (b) <u>Beta and Pre-Release Software</u>. If 365Labs provides any beta or pre-release software (the "<u>Pre-Release Software</u>") to Client and its Users for evaluation and use, then, in consideration of the grant of rights to use such Pre-Release Software, Client agrees as follows:

      (i) The Pre-Release Software, including its planned release date, new or unique features, any problems or errors with the Pre-Release Software, and benchmark test results, is highly confidential to 365Labs and has not yet been made available to Clients on a commercial basis. Without limiting the confidentiality obligations set forth above in Section 8(a), Client agrees that it and its Users will maintain strict confidentiality with respect to the Pre-Release Software, including by not distributing or sharing the Pre-Release Software with any person, agency or entity not specifically authorized by

365Labs in writing, or allowing any unauthorized person to view or use the Pre-Release Software.

    (ii)   Client and its Users will provide Feedback relating to the Pre-Release Software as reasonably requested by 365Labs. 365Labs will solely own the intellectual property rights to such Feedback and any resulting modifications to the Pre-Release Software. Client agrees to execute any documents or take any actions as may reasonably be necessary, or as 365Labs may reasonably request, to give 365Labs full ownership of the Pre-Release Software, including Feedback.

    (iii)   Client understands that the Pre-Release Software is at a testing stage and, therefore, that the Pre-Release Software and all related materials provided by 365Labs to Client are provided "AS IS." Pre-Release Software is not covered by 365Labs' warranties or indemnities set forth in this Agreement.

    (iv)   Except as set forth above, the Pre-Release Software is subject to all other terms and conditions of this Agreement that apply to the Software.

9. <u>Use and Security of Personal Data</u>. 365Labs will collect and maintain all Personal Data of individuals contained in the Client Data in compliance with applicable data privacy and protection laws, statutes, and regulations. 365Labs agrees to maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data, including Personal Data. Please refer to 365Labs' privacy policy, which informs users of 365Labs' policies and practices related to collection, storage, processing, destruction, and other use of Personal Data.

10. <u>Client's Warranties</u>. Client represents and warrants to 365Labs that:

    (a)   Client has full power and authority to enter into this Agreement and make the agreements specified herein.

    (b)   Client Data will not violate any person's right of privacy or copyright, trademark, or other intellectual property rights, and Client and its Users will not transmit any such materials to 365Labs. Client warrants that it has all necessary rights and consents required to upload all Client Data, including Personal Data, into the Software or otherwise provide such Client Data to 365Labs.

11. <u>365Labs Warranties and Disclaimers</u>.

    (a)   <u>365Labs Warranties</u>. 365Labs warrants to Client as follows:

        (i)   365Labs has full power and authority to enter into this Agreement and make the agreements specified herein.

        (ii)   365Labs warrants that the Software, when used properly and in accordance with its Documentation and this Agreement, will comply in all material respects with its Documentation. The period of this warranty will be ninety (90) days from the download or installation date for downloaded or locally-installed Software, and from the Go-Live Date through the remainder of the Term of this Agreement for hosted Software.

        (iii)   365Labs will use commercially reasonable, industry-standard efforts and means to keep Malicious Code out of the Software.

    (b)   <u>Exclusions</u>. 365Labs' warranties exclude non-performance issues that result from (i) modification of the Software by Client or any person or entity other than 365Labs; (ii) defects or problems that are outside the reasonable control of 365Labs, including defects or damage resulting from use of the Software in other than its normal and authorized manner; or (iii) Client's or its Users' failure to comply with due standards of care. Client will reimburse 365Labs for its reasonable time and expenses for any services provided at Client's request to remedy excluded non-performance issues.

    (c)   <u>Remedies</u>. In the event of a breach of any of the above warranties, Client shall contact 365Labs' designated support personnel within thirty (30) days of Client's discovery of the breach or defect

in the Software. Client's sole and exclusive remedies and 365Labs' entire liability for breach of this warranty will be: (i) at 365Labs' option, to repair any material, reproducible deficient functionality of the Software, or to replace such defective functionality with reasonably equivalent functionality; or (b) if 365Labs is unable or fails to cure the warranty breach within a reasonable time, 365Labs or Client may terminate this Agreement upon fifteen (15) days' prior written notice. Any such termination by Client must occur within three months of the initial occurrence of the warranty breach.

(d) <u>Limitation of Warranties</u>. **Except as expressly set forth herein or agreed in writing by an authorized official of 365Labs, the Software, Documentation, Website and all Services are provided "AS IS". Open source copyright holders have no liability to Client for any reason. 365LABS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, whether arising by law, by reason of custom or usage of trade, or by course of dealing. 365Labs does not warrant that the Software or its Services are error-free. Hardware, Third-Party Software, and hosting services are covered only by the manufacturer's or third-party software or service provider's warranty or service level agreement (SLA). Warranties are not transferable to a third party, other than in connection with assignment of this entire Agreement under Section 15.**

12. <u>Indemnification</u>.

(a) <u>Infringement Indemnity</u>. 365Labs shall defend or settle at its option and expense any third-party claim, proceeding or legal action brought against Client (a "<u>Claim</u>") alleging that the Software infringes a U.S. registered patent, copyright, or trademark or misappropriates a trade secret. 365Labs shall have no liability for any infringement Claim to the extent such Claim is based on: (1) modification of the Software other than by 365Labs; (2) any open source or other third-party software or component; or (3) the combination, operation or use of the Software with any software, hardware or other materials not furnished by 365Labs. In the event of an infringement Claim, 365Labs may at its option and expense: (a) replace or modify the Software so that it becomes non-infringing; or (b) procure for Client the right to continue using the Software. If neither of these alternatives is reasonably available, 365Labs may terminate this Agreement and refund to Client any prepaid fees for the period after termination. This Section 12(a) states the entire extent of the liability and obligations of 365Labs with respect to any alleged infringement or misappropriation of intellectual property rights.

(b) <u>General Indemnity</u>. 365Labs will defend Client against any and all Claims arising from any personal injuries, death, or damages to tangible property to the extent caused by the negligence or willful misconduct of 365Labs, its agents or employees, and 365Labs will pay any final judgment or amounts agreed in settlement by 365Labs. The foregoing excludes any claims related to the functionality or use of, or bugs or errors in, the Software, which shall be governed solely by the warranty and support terms of this Agreement. However, 365Labs is not obligated to indemnify Client to the extent any liability or damages arises out of the negligence or intentional misconduct of Client, its employees or agents. In the case of shared fault, 365Labs will be responsible for and indemnify Client for 365Labs' proportionate fault.

(c) <u>Indemnification Procedure</u>. When an indemnifiable Claim is made against Client, Client shall promptly notify 365Labs of such Claim, grant 365Labs sole control of the defense and all related settlement negotiations, and provide 365Labs with the assistance, information and authority reasonably necessary to defend against the Claim, at 365Labs' expense. 365Labs will pay any costs or damages finally awarded against Client that are attributable to an indemnifiable Claim, or any amounts agreed by 365Labs in settlement of the Claim. Client may, at its option and expense, be represented by separate counsel in any such action.

13. <u>Limitations of Liability</u>. **IN NO EVENT SHALL 365LABS OR ITS LICENSORS BE LIABLE FOR LOST PROFITS, LOSS OF DATA, INTERRUPTIONS OF BUSINESS, OR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OR RELATED TO OF THIS AGREEMENT, INCLUDING WHERE SUCH TYPES OF DAMAGES RELATE TO THE ACCIDENTAL OR UNLAWFUL DESTRUCTION, LOSS, ALTERATION, UNAUTHORIZED DISCLOSURE OF, OR ACCESS TO PERSONAL DATA TRANSMITTED, STORED OR OTHERWISE PROCESSED, REGARDLESS OF WHETHER SUCH PARTY HAS NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE, AND REGARDLESS OF THE THEORY OF**

LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY). 365Labs' AND ITS LICENSORS' TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT FOR THE APPLICABLE SOFTWARE OR SERVICES TO 365LABS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. The fees for the Software reflect this allocation of risk and limitations of liability. These limitations form an essential basis of the bargain between the parties, and shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions. **THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO 365LABS' OBLIGATIONS UNDER SECTION 12 OF THIS AGREEMENT.**

14. <u>Publicity</u>.

   (a) Any press releases or other public statement regarding this Agreement may be made only with the other party's consent, which shall not be unreasonably withheld, except that a party may make public disclosures to the extent required by law, and 365Labs is permitted to include Client's name on Client lists that may be posted on 365Labs' Website or provided to potential Clients and other third parties.

   (b) Notwithstanding Section 14(a), Client agrees to actively participate in promoting 365Labs' products and services. Client, on behalf of itself and its personnel, hereby grants 365Labs the perpetual, worldwide right and permission to use, disseminate and publish Client's name and logo, as well as images, video, voice and written statements of Client and its personnel, in the following materials and ways: press releases, 365Labs' Website, social media, and printed and digital marketing materials and campaigns. Client will cooperate in the creation of such materials as reasonably requested by 365Labs. Such materials are subject to approval of both parties prior to public use, which approval shall not be unreasonably withheld or delayed. No additional compensation will be provided to Client or its personnel. The materials created will be owned solely by 365Labs. Client and its personnel may not be informed in advance of the specific use of any statements, videos or images. Client hereby releases and waives any claim against 365Labs and its employees and representatives from any claim, existing or future, arising out of the use of the foregoing materials, even though the finished materials may be modified, altered or used in composite form.

15. <u>Assignment</u>. Client may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without prior written consent of the other party, which may not be unreasonably withheld. 365Labs may assign this Agreement to a successor in interest. 365Labs may also subcontract its obligations under this Agreement, provided that 365Labs shall remain primarily liable for the performance of all of its subcontracted obligations.

16. <u>General</u>.

   (a) <u>Entire Agreement; Amendment</u>. This Agreement, including the attached schedules and any related 365Labs Quotes, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or oral agreements or understandings with respect thereto. Any preprinted terms in a purchase order submitted by Client to 365Labs are expressly agreed to be of no force or effect. This Agreement may not be amended except by a writing signed by authorized representatives of both parties.

   (b) <u>No Waiver</u>. Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

   (c) <u>Choice of Law</u>. This Agreement shall be construed in accordance with the laws of the State of California where Client has its primary place of business, excluding conflicts of laws provisions.

   (d) <u>Severability</u>. If any provision of this Agreement is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.

(e) <u>Export Compliance</u>. Client may not use, export or re-export any of the Software's data, software, content or materials in any form in connection with this Agreement in violation of U.S. export laws and regulations, or without first obtaining the appropriate United States and foreign government authorizations.

(f) <u>Notices</u>. All notices required under this Agreement will be in writing and will be delivered personally, mailed by registered or certified mail with return receipt requested, sent by commercial overnight delivery service with provisions for a receipt, or sent by e-mail. Notices shall be sent to the receiving party set forth below or to such other person or address that a party may specify by written notice. Notices shall be presumed to have been received by the other party (i) upon receipt if sent by hand delivery, registered or certified mail, or delivery service; or
 (ii) upon transmission if sent by email, provided that receipt is confirmed by non-automated means.

> To Client: Lompoc Police Department
> Address: 107 Civic Center Plz., Lompoc, CA 93436-6968
> Attention: Chief Kevin M Martin
> Email:kmartin@ci.lompoc.ca.us
>
> To 365Labs:
> 1 Smart Way, Ste. 200
> Baton Rouge, LA 70810
> Email: contracts@365labs.com

(g) <u>Independent Contractors</u>. The parties are independent contractors. Client is not an agent of 365Labs and will not represent to any third party that it is an employee or agent of 365Labs. Client shall have no authority to enter into any contract on behalf of 365Labs. 365Labs represents and warrants that the personnel used to provide services to the Client pursuant to this Agreement are classified by 365Labs as employees. In the event that 365Labs or any employee, agent, or subcontractor of 365Labs providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the Client, then 365Labs shall indemnify, defend, and hold harmless the Client for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the Client as a consequence of, or in any way attributable to, the assertion that 365Labs or any staff 365Labs used to provide services under this Agreement are employees of the Client.

(h) <u>Payment of Income Taxes</u>: 365Labs is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Client to 365Labs for services satisfactorily rendered under this Agreement. On request, 365Labs will provide Client with proof of timely payment. 365Labs agrees to indemnify, defend and hold harmless Client for any and all claims, costs, losses, fees, penalties, interest, or damages, including court costs and reasonable attorney's fees, resulting from 365Labs' failure to comply with this provision.

(i) <u>Use of Employees or Subcontractors</u>: 365Labs may, at 365Labs' own expense, use any employees or subcontractors as 365Labs deems necessary to satisfactorily perform the services required of 365Labs by this Agreement. Client may not control, direct, or supervise 365Labs' employees or subcontractors in the performance of those services.

(j) <u>Qualifications</u>: 365Labs represents it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Client.

(k) <u>Injunctive Relief</u>. Each party acknowledges that the other party's intellectual property and Confidential Information is highly valuable to the other party, that any breach of such party's obligations with respect to confidentiality and/or use of the other party's intellectual property, including any breach by Client of any restrictions on use of the Software or the scope of the rights granted by 365Labs herein, may severely damage the other party, the extent of which

damage would be difficult to ascertain and, therefore, that the other party is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, without the necessity of posting bond or other security, to the extent permitted by law.

(l) <u>Force Majeure</u>. A party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. The affected party shall resume performance as soon as is reasonably feasible.

(m) <u>Electronic Signatures and Delivery; Signature Authority</u>. This Agreement and any other documents to be delivered in connection herewith may be electronically signed and delivered. Any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. The person accepting this Agreement and any related purchase orders on behalf of Client represents that he or she has the authority to bind Client to this Agreement.

AGREED AND ACCEPTED:

City of Lompoc   (Client):   365Labs, LLC:

By:_____   By:_____
      Dean Albro   Signature

Title: City Manager_____   Title:_____

  Date:_____   Date:_____

Attest:

By: _____
    Stacey Haddon, City Clerk

Approved as to form:

By: _____
    Jeff Malawy, City Attorney

SCHEDULE A

TECHNICAL SUPPORT AND SERVICE LEVELS

This Schedule describes the terms and conditions relating to technical support and service levels that 365Labs will provide to Client during the Term of the Agreement.

Product Updates

From time to time, 365Labs may develop Software enhancements and permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from 365Labs after the general release date for an Update, 365Labs will provide the Client with the Update and related Documentation.

Technical Support Services

Telephone Assistance. Client will be given the telephone number for 365Labs' support line and will be entitled to contact the support line during 365Labs' normal operating hours, (between 8:00 a.m. and 5:00 p.m. Central Time) on regular business days, excluding 365Labs holidays, to consult with 365Labs technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may be provided via remote connectivity, modem, or electronic bulletin board.

Critical Priority Telephone Assistance after Normal Client Service Hours. After Normal 365Labs Client Service Hours, emergency support for the Software will be provided through our emergency paging service. When connected to this service, the person calling shall provide his or her name, Client name, a call-back number where the Client Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a **Critical Priority Problem).**

Website Support. Online support resources are available 24 hours per day, offering Client the ability to resolve its own problems with access to 365Labs' most current information. The Client representative will need to enter the designated username and password to gain access to the technical support areas on 365Labs' website. 365Labs' technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

Email Support. Client may email Error reports and requests to 365Labs' technical support organization at Support@365Labs.com.

Software Problem Reporting. Client may submit requests to 365Labs identifying actual or potential problems in the Software. Requests should be in writing and directed to 365Labs by e-mail or through 365Labs' Support website. 365Labs retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If 365Labs decides to act upon a request, it will provide a bug fix when available, as described above. Errors must be reproducible by 365Labs, using reasonable efforts.

Scheduled Maintenance. The Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of Updates, operating system updates/patches and updates to other third-party applications as needed. Clients are notified of maintenance periods via an email message.

365Labs Service Commitment for Hosted Software

Provided that Client remains current on payment of its subscription fees and provides equipment and remote connectivity that meet 365Labs' recommended specifications, 365Labs shall:

- Maintain the services necessary for hosting infrastructure as applicable, which includes OS updates, third-party software updates, and hardware upgrades.
- Provide product version updates within thirty (30) days of general availability for applicable Cloud operations.

- Perform daily backups of Cloud application files.
- Perform multiple daily database backups of Cloud application files.

Exclusions from Technical Support Services

365Labs shall have no support obligations with respect to any third-party hardware or software product that was not provided by 365Labs and is not part of 365Labs' technical specifications ("Nonqualified Product"). If 365Labs provides support services for a problem caused by a Nonqualified Product, or if 365Labs' service efforts are increased as a result of a Nonqualified Product, 365Labs will charge time and materials for extra service at its current rates for custom software services. If, in 365Labs' opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, 365Labs shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities

In connection with 365Labs' provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

1) Provide hardware, operating system, and browser software that meets 365Labs' technical specifications, as well as a fast, stable, high-speed connection and remote connectivity.

2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to 365Labs are not due to hardware malfunction;

3) Maintain the designated computer system at the latest code revision level deemed necessary by 365Labs for proper operation of the Software;

4) Maintain backup data of Client-hosted on-premise Software per Client's reasonable back-up policy unless otherwise contracted with 365Labs for cloud-hosted backups;

5) Supply 365Labs with access to, and use of, all information and facilities determined to be necessary by 365Labs to render the technical support described herein;

6) Perform any test or procedures recommended by 365Labs for the purpose of identifying and/or resolving any problems;

7) At all times follow routine operator procedures as specified in the Documentation or any policies of 365Labs posted on the 365Labs Website;

8) Remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information, other than 365Labs' confidentiality obligations with respect to Client Information as set forth in Section 8 of the Agreement; and

9) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance from 365Labs.

Security

1) 365Labs maintains a security program for securely managing access to Client Data, particularly CJIS information. This includes 1) a pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. 365Labs will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

2) If required by the Client, 365Labs will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the 365Labs staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse 365Labs for the

cost of 365Labs Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable 365Labs Offices. This provision will apply during the Term of this Agreement.

Error Reporting

When reporting a material failure of the Software to perform substantially in conformance with the Documentation (an "Error"), Client shall use the phone number, email address, or 365Labs' Client Help Desk Online Support URL identified in the Documentation (or otherwise provided to Client by 365Labs from time to time, including by email) during the hours of support set forth in this Schedule. Users with support issues must consult with the Client Administrator, who is to provide first-line support, prior to submitting a support request to 365Labs. As defined in Section 4(b), Client Administrator submitting support requests must be reasonably trained in the use and functionality of the Services and familiar with the Documentation and, before submitting a support request to 365Labs hereunder, must use reasonable efforts to ensure that a perceived Error is not due to a problem with Client's (or its other third-party providers') equipment, systems, software or connectivity or due to improper, non-conforming or unauthorized use of the Software by or on behalf of Client. Client will include with each support request: (i) Client's initial assessment of the Response Priority as described below (including a specific description of the Error) and the approximate percentage of Client's Users impacted; (ii) sufficient information to enable 365Labs to identify and replicate the Error; and (iii) contact information for Client personnel familiar with the Error who will be available to 365Labs to assist with resolution of the Error on an ongoing basis until the Error is resolved.

Response Priority Determination

365Labs shall validate Client's Response Priority designation or notify Client of a proposed change in the Response Priority designation to a higher or lower level with justification for the change. In the event of a disagreement regarding the appropriate Response Priority designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the 365Labs Response Priority designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

Response, Resolution and Updates

Upon notification by Client of an Error in accordance with this Schedule and subject to 365Labs' identification and replication of the Error, 365Labs will respond to each case in accordance with this Schedule and will use commercially reasonable efforts to promptly resolve each case employing the level of effort ("Level of Effort") designated in the list set forth below. Response time is the period from the time the Error was logged with the 365Labs Client Help Desk until 365Labs responds to Client and/or escalates within 365Labs, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution to the issue.

The following relates to Software Errors covered by this Agreement and Schedule. Errors and problems that result from or are secondary to non-covered causes – such as hardware, network, and third-party products – are not included in this priority list and are outside the scope of this Schedule.

Response Priority P0:

- Definition: A Response Priority P0 is an Error that results in the inoperability or substantial impairment of a core Software function or feature for the majority of Client's Users, where there is no feasible workaround. Examples include: Users cannot access the Application; CAD units cannot be dispatched; reports cannot be created.

- 365Labs Response Commitment: 365Labs will respond within 30 minutes on a 24/7 basis.

- Resolution: 365Labs will work to resolve the problem until the Software is returned to normal operation. Client will be notified of status changes.

- Escalation: If the problem has not been resolved within 1 hour, 365Labs will escalate the problem within the 365Labs organization. The escalated problem will have higher priority than ongoing support, development, or operations initiatives.

- Client Response Commitment: Client shall remain accessible by phone for troubleshooting from the time a P0 issue is logged until such time as it is resolved.

Response Priority P1:

- Definition: A Response Priority P1 is an Error that results in the inoperability or substantial impairment of a critical Software function or feature for the majority of Client's Users, where there is no feasible workaround. Examples include: significant lagging/slowness that materially affects Client's productive use of the Software; inability to process persons in custody; inability to export reports or cases for same or next day court deadlines; inability to submit reports.

- 365Labs Response Commitment: 365Labs will respond within 1 hour during its normal business hours (8:00 a.m. – 5:00 p.m. CT) and those same hours on weekends.

- Resolution: 365Labs will work to resolve the problem until the Service is returned to normal operation. Client will be notified of status changes.

- Escalation: If the problem has not been resolved within 4 hours, 365Labs will escalate the problem within the 365Labs organization. The escalated problem will have higher priority than ongoing support, development, or operations initiatives.

- Client Response Commitment: Client shall remain accessible by phone for troubleshooting from the time a P1 issue is logged until such time as it is resolved.

Response Priority P2:

- Definition: A Response Priority P2 is a non-P0 or -P1 Error that results in inoperability or substantial impairment of non-critical but material Software functions or features for the majority of Client's Users, where there is no feasible workaround. Examples include: inaccurate search results; inability to create new Users in the Software.

- 365Labs Response Commitment: 365Labs will respond within 2 business days.

- Resolution: If resolution requires a 365Labs bug fix, 365Labs will add the bug fix to its development queue for a future Update within 60 days. Client will be notified of status changes.

- Escalation: Client may request that 365Labs escalate the problem to the appropriate person or level within the 365Labs organization.

- Client Response Commitment: Client will respond to 365Labs' requests for additional information and implement recommended solutions in a timely manner.

Response Priority P3:

- Definition: A Response Priority P3 is any non-P0, -P1 or -P2 Error, and Errors for which a reasonable workaround is available or where the Error does not block workflows. Examples include: formatting or font spacing Errors; entity is not clickable.

- 365Labs Response Commitment: 365Labs will respond within 3 business days.

- Resolution: If resolution requires a 365Labs bug fix, 365Labs will add the bug fix to its development queue for a future Update and, where appropriate, suggest a potential workaround until the problem is resolved in a future Update. Client will be notified of status changes.

- Escalation: Client may request that 365Labs escalate the problem to the appropriate person or level within the 365Labs organization.

- Client Response Commitment: Client will respond to 365Labs requests for additional information and implement recommended solutions in a timely manner.

Client's Additional Obligations

365Labs' provision of the support services described in this Attachment is subject to Client cooperating fully and on a timely basis with reasonable requests of 365Labs for accurate information and prompt access to Client personnel with sufficient availability and knowledge to enable 365Labs to provide the support services, including accurate information and assistance reasonably required to detect, replicate, and correct Errors. In the event 365Labs' response, resolution or update times are negatively impacted by delayed responses by Client personnel or Client's failure to otherwise comply with its obligations under this Schedule, timeframes will be extended accordingly.

Service Levels for Hosted Software.

365Labs shall provide the cloud-based Software hosted by 365Labs' hosting service provider, in accordance with the following services levels. 365Labs' uptime commitments below apply only after the Go-Live Date and exclude downtime caused by:

- Client's hardware or network, third party software, Client Data, and/or Client's infrastructure;

- A force majeure event, including any problems or interruptions in the Subscription Service due to issues with third-party hosting services or Internet service providers, or problems arising on Client's side of the demarcation point of the Subscription Service; or

- Any actions or inactions of Client or any third party outside of Company's control.

- Scheduled maintenance periods for the Software.

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

   i. **RMS Availability**. During any calendar month, 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"). However, that 365Labs is not responsible for any downtime of the RMS caused by third-party data services (e.g., Department of Motor Vehicles license plate database, Internet Service Provider's network downtimes, or Third-Party Software or other third-party components ("Third-Party Components"), and such third-party-caused downtime will not count against the service levels promised herein. 365Labs shall be responsible for any downtime of RMS caused by Integrated Third-Party Software (as defined below) solely to the extent specified in Section (d) below ("Service Levels for Integrated Third-Party Software"). 365Labs shall provide Client 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 365Labs' progress in remedying the unavailability and the estimated time at which the RMS shall be available.

   ii. **RMS Service Credits**. In the event that 365Labs fails to make the RMS available at least 99.9% of the time in any given month due to RMS Unavailability (as defined below), 365Labs will credit the Client'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 Client's use (but not the use of any one User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled Downtime for maintenance (whether by 365Labs, by a vendor, or by Client); (b) acts or omissions of Client or any Client user of the RMS; (c) server downtime related to connectivity issues resulting from third-party-managed VPN access to hosted server or Client internal network problems; (d) defects or bugs in the Software caused by Client, any User, or any affiliate, employee, agent or independent contractor of Client; or (e) any other cause(s) beyond 365Labs' 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 event. Client will be responsible for immediately notifying 365Labs 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 Client's Software subscription fees ("Fees") attributable to RMS in the calendar month in which the RMS Unavailability occurs. For example, if Client has paid 365Labs $1,000 for one year and the RMS Availability falls to 99.5% during any calendar month in that year, then 365Labs will owe Client a 10% credit on that month's portion of the RMS Fees, or: $1,000/12 = $83.33 per month, and 10% of $83.33 = $8.33. In this example, 365Labs would owe Client $8.33 in credit for the month in which RMS Availability fell to 99.5%.

In order to receive this credit, Client must notify 365Labs 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 365Labs prior to any credits being granted. 365Labs will acknowledge credit requests within fifteen (15) business days of receipt and will inform Client whether such claim request is approved or denied. The issuance of RMS Service Credit by 365Labs hereunder is Client's sole and exclusive remedy for any failure by 365Labs to satisfy the RMS service levels set forth in this Section (a).

b. **Service Levels for the Jail Management System ("JMS").**

   i. **JMS Availability**. During any calendar month, the JMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the JMS ("JMS Scheduled Downtime"); provided, however, that 365Labs is not responsible for any downtime of the JMS 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 365Labs shall be responsible for any downtime of JMS caused by Integrated Third-Party Software (as defined below) solely to the extent specified in Section (d) below ("Service Levels for Integrated Third-Party Software"). 365Labs shall provide Client with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the JMS, as well as continual periodic updates during the unscheduled downtime regarding 365Labs' progress in remedying the unavailability and the estimated time at which the JMS shall be available.

   ii. **JMS Service Credits**. In the event that 365Labs fails to make the JMS available at least 99.9% of the time in any given month due to JMS Unavailability (as defined below), 365Labs will credit the Client's account for the unavailable JMS as follows:

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

"JMS Unavailability" is defined as the percentage of minutes per month in which the JMS is completely and generally unavailable for Client's use (but not the use of any one User), provided that JMS Unavailability does not include any unavailability attributable to: (a) JMS Scheduled Downtime for maintenance (whether by 365Labs, by a vendor, or by Client); (b) acts or omissions of Client or any Client User of the JMS; (c) server downtime related to connectivity issues resulting from third-party-managed VPN access to hosted server or Client internal network problems; (d) defects or bugs in the Software caused by Client, any User, or any affiliate, employee, agent or independent contractor of Client; or (e) any other cause(s) beyond 365Labs' 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 event. Client will be responsible for immediately notifying 365Labs 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 JMS Fees attributable to JMS in the calendar month in which the JMS Unavailability occurs. For example, if Client has paid 365Labs $1,000 for one year, and the JMS Availability falls to 99.5% during any calendar month in that year, then 365Labs will owe Client a 10% credit on that month's portion of the JMS Fees, or: $1,000/12 = $83.33 per month, and 10% of $83.33 = $8.33. In this example, 365Labs would owe Client $8.33 in credit for the month in which JMS Availability fell to 99.5%.

In order to receive this credit, Client must notify 365Labs in writing within fifteen (15) days following the end of the month the JMS Unavailability occurred. All claims are subject to review and verification by 365Labs prior to any credits being granted. 365Labs will acknowledge credit requests within fifteen (15) business days of receipt and will inform Client whether such claim request is approved or denied. The issuance of JMS Service Credit by 365Labs hereunder is Client's sole and exclusive remedy for any failure by 365Labs to satisfy the JMS service levels set forth in this Section (b).

c. **Service Levels for the Computer Aided Dispatch Application (CAD).**

   i. **CAD Availability**. During any calendar month, CAD shall be available to Client no less than 99.95% of the time on a 24x7 basis, excluding scheduled maintenance of CAD ("CAD Scheduled Downtime"); provided, however, that 365Labs 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. 365Labs shall provide Client with immediate telephone notification to the point of contact set forth in this SOW 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 365Labs' 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 365Labs (a "CAD Error"), Client shall identify the CAD Error as a Severity Level 1, 2, or 3 (each defined below) based on Client's initial evaluation. If 365Labs becomes aware of a Severity Level 1 or 2 CAD Error, 365Labs shall promptly, but in no event to exceed the Initial Response timeframe in the chart set forth below, notify Client, and such notice shall identify the CAD Error as a Severity Level 1 or 2 CAD Error based on 365Labs' initial evaluation. 365Labs and Client 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 365Labs and Client cannot come to such joint determination despite such good faith cooperation, 365Labs' determination shall control. Client may report to 365Labs any Severity Level 1 or 2 CAD Error 24 hours per day, 7 days per week, and any Severity Level 3 CAD Error during 365Labs' normal business hours. Upon notification by Client of a CAD Error, 365Labs 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 Client within the timeframes in the chart set forth below, as measured from the earlier of the time that Client notifies 365Labs or 365Labs first becomes aware of a CAD Error. 365Labs shall provide Client with updates to the status of 365Labs' efforts (the "Status Updates") by telephone, email or such other means as may be reasonably designated by Client 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 365Labs will not be responsible for, any feature or functionality of the CAD that is not set forth in an SOW or in a project plan created for Client by 365Labs.

      1. "**Severity Level 1 CAD Error**" means any CAD Error that, for fifty percent (50%) or more of Client'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 Client'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 Client'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	Response Initial	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. 365Labs' failure to meet the CAD services levels set forth in this Section (c) during any calendar month entitles Client to CAD Fee credits (the "CAD Service Credit(s)") calculated as set forth below. Any CAD Service Credits owed to Client hereunder shall offset against any subsequent CAD Fees owed by Client and shall be Client's sole and exclusive remedy with respect to 365Labs' failure to provide the CAD. If 365Labs fails to meet the CAD service levels set forth in this Section (c) in any applicable calendar month , then 365Labs shall credit Client five percent (5%) of the portion of the CAD 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.

d. **Service Levels for Integrated Third-Party Software.** Notwithstanding anything else to the contrary contained herein, 365Labs shall be responsible for any downtime of or related to the Software or Integrated Third-Party Software (as defined below) that is caused by Integrated Third-Party Software solely to the extent specified in this Section (d). Credit Percentages Service Credits referenced elsewhere in this SOW 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 SOW identifies specific Third-Party Application integrations (the "Integrated Third-Party Software") to be performed by 365Labs during the Implementation Services Period, and the Client's and 365Labs' respective rights regarding acceptance of those Services. 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 365Labs or by the third-party provider, the "Integration Scheduled Downtime"); provided, however, that 365Labs shall not be responsible for downtime caused by upgrades or updates to Integrated Third-Party Software of which 365Labs does not receive the requisite advance notice, and such downtime will not count against the service levels promised herein. 365Labs agrees that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further agree that 365Labs shall not schedule in excess of 90 minutes of Integration Scheduled Downtime in during any 30-day period. 365Labs shall provide Client with immediate telephone notification to the point of contact set forth in this SOW 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 365Labs' progress in remedying the unavailability and the estimated time at which the Integration shall be available.

ii. **Responsibilities for Planned Updates.** Client shall provide 365Labs 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. 365Labs 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.** Client shall provide 365Labs 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. 365Labs 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 365Labs would develop a patch, repair, update or Upgrade to integrate the Software with the Integrated Third-Party Software.

Quote #		**LABQ21779-03**
Date	Good Until	Terms
07/07/23	**08/31/23**	**Upfront**

Agency: Lompoc Police Dept - CA

107 Civic Center Plz
Lompoc, CA 93436

Prepared By: Allison Miller
225-800-7777
allison.miller@365labs.com

Qty	Description	List Price	Discount Price	Extended Price
	Digital Evidence Management Annual Subscription - DEMS Pro			
	365™ Digital Evidence Management Annual Subscription			
	Live View using LTE with Real Time Alerts - Live video streaming application enables agencies to securely and remotely view the live video, audio, and GPS either from 365 Bodycams			
	Evidence Search Search video evidence by Officer ID, Device ID, data type, priority level and classification			
	Audit Trails & Reports Importing external Evidence, Export search results to CSV, and Detailed evidence audit trail			
	User Management Set up access permissions based on multiple user accounts, Create organizational groups			
55	365™ DEMS Professional License - Annual Subscription - 1 user	$595.00	$495.00	$27,225.00
	Digital Evidence Management			
	Live View with Real Time Alerts (available with LTE-BWC only) Live video streaming application enables agencies to securely and remotely view the live video, audio, and GPS from 365 Bodycams			
	Evidence Search Search video evidence by Officer ID, Device ID, data type, priority level and classification			
	Audit Trails & Reports			

Qty	Description	List Price	Discount Price	Extended Price
	Importing external Evidence, Export search results to CSV, and Detailed evidence audit trail			
	User Management Set up access permissions based on multiple user accounts, Create organizational groups			
	365™ RMS Auto Connect			
	365™ DEMS Professional Included Storage - 50 GB per user Additional Storage billed at $0.65/GB			
17	365™ DEMS Professional License - Annual Subscription - 1 Vehicle	$595.00	$495.00	$8,415.00
	Digital Evidence Management			
	Live View with Real Time Alerts (available with LTE) Live video streaming application enables agencies to securely and remotely view the live video, audio, and GPS from 365 Dashcams			
	Evidence Search Search video evidence by Officer ID, Device ID, data type, priority level and classification			
	Audit Trails & Reports Importing external Evidence, Export search results to CSV, and Detailed evidence audit trail			
	User Management Set up access permissions based on multiple user accounts, Create organizational groups			
	365™ RMS Auto Connect			
	365™ DEMS Professional Included Storage - 50 GB per user Additional Storage billed at $0.65/GB			
	SubTotal - DEMS Annual Subscription			**$35,640.00**

Annual HW Warranty & Maintenance

Qty	Description	List Price	Discount Price	Extended Price
55	365™ Warranty & Maintenance - 128 GB - 4G BWC Annual	$214.00	$184.00	$10,120.00
4	365™ Warranty & Maintenance - Multi-Slot Dock Annual	$275.00	$207.00	$828.00
17	365™ Warranty & Maintenance - Cabin View Camera	$70.00	$58.00	$986.00
17	365™ Warranty & Maintenance - Dashcam	$165.00	$140.00	$2,380.00
	SubTotal - Annual HW Warranty			**$14,314.00**

Qty	Description	List Price	Discount Price	Extended Price
	BWC Hardware (One-Time)			
55	365™ BWC - Camera Assembly - 128GB - 4G	$428.00	$365.00	$20,075.00

- Pre-Event Recording of up to 2 minutes with configurable audio
- On-Device Encryption at rest and in transit
- SOS Alert communicates with   dispatch in real-time and auto-triggers recording
- Live streaming to VMS & mobile app

Configurable Automatic Recording Activation:
- Gun Release Activation (with smart holster module)
- Foot Pursuit/G-Sensor Activation
- Voice Activation
- In-car events and Alarms (door open, light bar & more) (with MDVR only)

Built-in Artificial Intelligence:
- Facial Recognition (where permitted)
- Gunshot Detection
- License Plate Recognition (optional)

Emergency Alert
In case of an emergency, officers in the field can communicate in real-time with dispatch. An alarm will be trigger and video recording will begin automatically

Multi-Mic Audio
Built-in 4 microphones with wind noise reduction gives crystal-clear audio for a better sense of what happened at the scene.

Detachable Battery

Qty	Description	List Price	Discount Price	Extended Price

Field detachable battery while on the go. Officers can
keep an extra battery for unexpectedly long shifts

VIDEO
Resolution: 1080P/720P/480P
Lens: 2.7 mm
Video Compression: H.265/H.264
In-field Playback: Support via mobile APP
Water Mark: Officer ID&Name, Time&Date, GPS,
Agency Name
Activation Prompt: Audible, Visual, and Buzzer

AUDIO
Audio Input: 4 Mic
Mic Mute: Supported
Pre-event Recording: Supported

DISPLAY SCREEN
Dimension: 0.85 (L) * 0.43 (W) inch
Resolution: 80 * 160 pixels

NETWORK
4G: Optional*
WiFi: 802.11 b/g/n/ac at 5 GHz and 2.4 GHz
Bluetooth: Supported
Near field communication (NFC): Supported

BATTERY
Battery Capacity: 4000mAh   (main   ) 80mAh
Recording Capacity: 12h   (720P) without 4G

STORAGE
128GB

PHYSICAL
Dimension: 2.76 (L) *1.09 (W) *3.74   (H) inch
Combined Weight: ~7.37oz   (209g   )
Ingress Protection Rating: IP67
MIL SPEC: MIL-STD-810G
Agency to provide Data Plan

Qty	Description	List Price	Discount Price	Extended Price
55	365™ BWC Body Clip + Magnetic Clip	$68.00	$48.00	$2,640.00
55	365™ BWC Molle Clip	$45.00	$30.00	$1,650.00
55	365™ BWC Battery	$95.00	$80.00	$4,400.00

Qty	Description	List Price	Discount Price	Extended Price
4	365™ BWC Dock - Multi - 6 Slot	$695.00	$495.00	$1,980.00
	SubTotal - BWC Hardware (One-Time)			**$30,745.00**

	In-Car Video Hardware (One-Time)			
17	365™ Dashcam - Mobile Camera Assembly - Dual IP Camera	$425.00	$295.00	$5,015.00

Dual View Dashcam Wide Angle & Focus View

Full HD 1080P Recording

Embedded Microphone

License Plate Recognition   supported

RESOLUTION
Selective Resolution   1080P/720P

LENS - DUAL LENS
Telephoto Lens   2.6mm
Wide-angle Lens   8mm/16mm (optional)

AUDIO & VIDEO COMPRESSION FORMAT
Video Compression Format   H.265/H.264
Audio Compression Format
G.711A/G.711U/ADPCM/G.726

VIDEO PARAMETERS CONTROL
Wide Dynamic Range (WDR)   Supported
Gain Control   Automatic/Manual
White Balance   Automatic
Backlight Compensation   Supported

AUDIO INPUT
Built-in Mic   Supported

PHYSICAL PROPERTY
Dimension   3.90 (L) * 1.57(W) * 3.23(H) inch
Weight   273.1 g
Operation Temperature Range   -40.0°F-158°F (-40° - 70°C)
Storage Temperature Range   -40.0°F-185°F (-40° - 85°C)
Ingress Protection Rating   IP54
Operating Humidity   95% non-condensing

Qty	Description	List Price	Discount Price	Extended Price
	MIL SPEC MIL-STD-810G			
	WARRANTY			
	1 Year Hardware Warranty			
17	365™ In-Car Cabin View Camera	$198.00	$165.00	$2,805.00
	Full HD Recording Wide Angle Coverage Infrared Day/Night Capture IP65 Waterproof			
17	365™ Mobile VDR	$585.00	$450.00	$7,650.00

Connect up to 4 Cameras (In-car & BWC)
- Full HD Recording
- Wireless Connectivity
- Built-in GPS
- Sensor Based Recording Supported
- Up to 8 TB Onboard Storage
- Safety Lock

VIDEO
Input   4-channel AHD+4-channel IPC
Output   1-channel CVBS and 1-channel VGA (support 1080P to be compatible with 720P)

RECORDING
Alarm pre-recording   5-10min
Alarm recording delay   0-3min

NETWORK
Wired   LAN { 1000M/100M (RJ45 without light)}
Wireless (optional)   LAN { 1000M/100M (RJ45 without light)}

POSITIONING
GPS   Support positioning, speed detection and time
  synchronization

STORAGE
SSD   1 x2.5" SSD   Thickness 7mm. Support SSD heating
SD Card   Support SDXC 32GB/64GB/128GB/256GB and hot plugging

INTERFACE

Qty	Description	List Price	Discount Price	Extended Price
	Serial Port 2 x RS232, 1 x Rs485			
	IO 8-channel input and 2-channel output			
	Status Screen LED screen			
	PHYSICAL PROPERTY			
	Dimensions (L x W x H) 180.5x 188 x 60mm (with the rear cover and holder)			
17	1TB Storage for 365™ Mobile VDR	$99.00	$99.00	$1,683.00
	SubTotal - In-Car Hardware (One-Time)			**$17,153.00**

	Implementation & Project Management (One-Time)			
1	Professional Services - DEMS Implementation	$6,000.00	$4,800.00	$4,800.00
	Hardware implementation to be completed by agency fleet operations or third party.			
	SubTotal - Implementation (One-Time)			**$4,800.00**

	Workshops, Training & Go-Live (One-Time)			
1	Professional Services - DEMS Workshops, Training & Go-Live - 1 Day - Remote	$1,800.00	$1,500.00	$1,500.00
	SubTotal - Training (One-Time)			**$1,500.00**

Additional Training available at $1500/day

Onsite Training Available - Travel Time, Expenses & Lodging billed separately

Upfront Payment required for all hardware purchases

Subscription prices based on Annual Billing

5 Year Term

THIS QUOTE IS SUBJECT TO THE TERMS OF THE 365LABS SOFTWARE LICENSE AND SERVICES AGREEMENT (THE "SLSA"), WHICH GOVERNS THE SALE AND LICENSING OF 365LABS' SERVICES AND SOFTWARE. THESE CONSTITUTE ONE INTEGRATED AGREEMENT AND IS THE COMPLETE AND EXCLUSIVE STATEMENT OF 365LABS' OBLIGATIONS AND RESPONSIBILITIES REGARDING LICENSING SOFTWARE. IN ADDITION TO THE SLSA TERMS, THE FOLLOWING TERMS APPLY:

SOFTWARE LICENSES MAY BE SHARED ONLY WITH THOSE AGENCIES OR ENTITIES SPECIFICALLY LISTED IN A 365LABS QUOTE. PRICING FOR ADDITIONAL LICENSES WILL BE QUOTED UPON REQUEST.

QUOTED PRICING DOES NOT INCLUDE LICENSING FOR THIRD-PARTY PRODUCTS, SUCH AS MICROSOFT OFFICE OR POWERBI. THIRD-PARTY SOFTWARE LICENSING IS TO BE OBTAINED BY THE AGENCY FROM THE RESPECTIVE SOFTWARE VENDOR.

PRICES ARE BASED UPON CLIENT'S COMMITMENT TO PURCHASE THE TOTAL PACKAGE QUOTED BY 365LABS AND ARE SUBJECT TO CHANGE IF THERE IS ANY REVISION TO SUCH PACKAGE, INCLUDING CONFIGURATION OR EQUIPMENT SPECIFICATIONS.

ALL DELIVERY, SUPPORT, TRAINING, AND CONSULTING SERVICES WILL BE BILLED AT 365LABS' STANDARD RATES FOR SUCH ACTIVITY, UNLESS OTHERWISE EXPLICITLY SPECIFIED. A MINIMUM 15% RESTOCKING FEE APPLIES TO HARDWARE RETURNS MADE WITHIN 14 DAYS OF PURCHASE. NO RETURNS MAY BE MADE THEREAFTER. HARDWARE MUST BE RETURNED IN ITS ORIGINAL PACKAGING AND CONDITION. SOFTWARE CANNOT BE RETURNED ONCE ORDERED. IN CASE OF AN EARLY TERMINATION OF THE SLSA FOR ANY REASON OTHER THAN FOR A MATERIAL BREACH BY 365LABS, CLIENT AGREES TO PURCHASE ALL HARDWARE LISTED IN THIS QUOTE AT MSRP.

THE VANGUARD DISCOUNT IS A CONDITIONAL DISCOUNT GIVEN FOR CERTAIN MARKETING ASSISTANCE BY CLIENT, AS DESCRIBED IN SECTION 14(B) OF THE SLSA. VANGUARD DISCOUNT APPLICABLE YEAR 1. NORMAL PRICING RESUMES AFTER THE TERM.

EXCEPT AS EXPRESSLY STATED IN THIS QUOTE OR IN THE SLSA BETWEEN THE PARTIES, CLIENT ACKNOWLEDGES AND AGREES THAT 365LABS HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES REGARDING ITS PRODUCTS AND SERVICES. BY SIGNING OR ELECTRONICALLY ACCEPTING THIS QUOTE, CLIENT AGREES THAT THE TERMS OF THIS QUOTE ARE ACCEPTABLE TO CLIENT. THIS QUOTE BECOMES A BINDING PURCHASE ORDER UPON CLIENT'S SIGNATURE.

Signature _____   Date _____

Print Name _____

| Total | $104,152.00 |