LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (this "**Agreement**") is effective as of July 14, 2025, (the "**Effective Date**") by and between Mark43, Inc. ("**Mark43**"), with a place of business at 8 West 40th Street, 2nd Floor, New York, NY 10018, and the City of Aurora ("**Subscriber**"), with a place of business at 44 E. Downer Pl., Aurora, IL 60505.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.   DEFINITIONS.

1.1   "**Affiliate**" means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

1.2   "**Affiliated Agency**" means any other government agency to which Subscriber is legally or contractually bound to share information.

1.3   "**Applicable Law(s)**" means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.

1.4   "**Applications**" means the applications purchased by Subscriber as described in Schedule C.

1.5   "**Authorized Users**" means employees of Subscriber and any Affiliated Agency who are authorized to access and use the Applications through the applicable security designation(s), pursuant to which full or limited access to the applicable Applications may be granted.

1.6   "**Documentation**" means the knowledge base for the SaaS Services to which Subscriber will be granted access by Mark43.

1.7   "**Go Live**" means the date of cutover to each respective Mark43 Application.

1.8   "**Integrated Application**" means a third-party product, database or application requested by Subscriber and approved by Mark43 that will be installed, linked or enabled by Subscriber for use in connection with the SaaS Services (e.g. NCIC).

1.9   "**Integrated Application Data**" means all data, information, content and other materials stored on an Integrated Application.

1.10   "**Integrated Application Provider**" means any third party, including other vendors, state agencies and local agencies, that control products and/or databases with which Mark43 SaaS Services are to be interfaced.

1.11   "**Intellectual Property Rights**" means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

1.12   "**Professional Services**" means any implementation, training, project management, consulting and other services (outside the scope of the Support Services) that are described in a Statement of Work.

1.13   "**SaaS Services**" means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Mark43 for remote access and use by Subscriber, including any Documentation thereto.

1.14   "**Services**" means the services provided or required to be provided by or through Mark43, including without limitation, SaaS Services and Professional Services.

1.15   "**Software**" means the object code version of Mark43's computer software and all Updates made available by Mark43 to Subscriber under this Agreement.

1.16   "**Statement of Work**" means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.

1.17 "**Subscriber Data**" means all data, information, content and other materials transmitted by Subscriber or any Authorized User to the Applications (i) in their user accounts; and (ii) on any Integrated Application, excluding in all cases any Third-Party Data, any Mark43 data or any data provided by Subscriber or a third party to Mark43, or data extracted by Mark43 from third-party software at Subscriber's request, for data migration purposes.

1.18 "**Term**" means the Initial Term and any Renewal Terms.

1.19 "**Third-Party Component**" means a third-party application incorporated in, integrated with or accessed through the SaaS Services (e.g. a mapping provider).

1.20 "**Third-Party Data**" means any data, information, content and other materials made available by any third party, including without limitation through a Third-Party Component.

1.21 "**Updates**" means any and all new releases, new versions, patches and other updates for the SaaS Services that Mark43 makes generally available without additional charge to its other subscribers of the SaaS Services.

1.22 "**Website**" means any Internet website through which Mark43 provides the SaaS Services under this Agreement.

1.23 "**Work Product**" means all deliverables (whether or not specifically identified in a Statement of Work), materials, software, tools, data, inventions, works of authorship and other innovations of any kind that Mark43, or personnel working for or through Mark43, may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing Professional Services or as a result of such Professional Services, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection.

2.   PROVISION OF THE SERVICES AND SOFTWARE.

2.1 **SaaS Services.** Subject to the terms of this Agreement, and during the Term, Mark43 hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber's internal purposes and in accordance with the terms and conditions of this Agreement. Mark43 will be responsible for hosting the Website, and Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third-party software, hardware and services necessary for it to access the Website through the internet, including as set forth at https://mark43.sharepoint.com/:w:/r/teams/Mark43SecureDocumentRepository/_layouts/15/Doc.aspx?source doc=%7B7dfc30c3-ecf8-466e-8fcd-52814a8ee263%7D&action=view&wdAccPdf=0&wdparaid=54493678, which may be updated from time to time upon reasonable advance notice (email acceptable) to Subscriber. Subscriber will be responsible to Mark43 for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.

2.2 **Professional Services**. Mark43 will provide Professional Services in connection with the SaaS Services as further described on Schedule C and a Statement of Work. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by Mark43 and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.

2.3 **Access to Documentation**. Mark43 will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.

2.4 **Support Services**. Subject to the terms and conditions of this Agreement, Mark43 will provide to Subscriber the support services detailed on Schedule A (the "**Support Services**").

2.5 **Restrictions on Use.** Subscriber and its Authorized Users will not (and will not permit any third party to): (i) share Subscriber's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third-Party Data, or otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third-Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a "service bureau" basis or allow any third parties to use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third-Party Data; (vii) use the SaaS Services or the Third-Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset (including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (x) use the Services to post advertising or listings; (xi) use the Services to defame, abuse, harass, stalk, or threaten others; (xii) permit

access or use of the Services by any individual outside the United States; (xiii) hide or obscure any Authorized User's location; (xiv) permit access or use of the Services, for any activities other than to enhance Subscriber's own services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with Mark43, and will not allow access to the SaaS Services by any party who is in direct competition with Mark43, except with Mark43's prior written consent. Subscriber shall comply with additional restrictions on use of the Services in accordance with the Third-Party Component Terms.

2.6 **Security Obligations.** Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Services. Subscriber agrees it shall notify Mark43 promptly in the event it becomes aware of any unauthorized access or use of the SaaS Services, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. In addition, Authorized Users may log into the SaaS Services from only one location at any given time; concurrent usage (or sign in) under a single username is prohibited, unless Subscriber has a business justification for concurrent usage, in which case Subscriber is responsible for providing approval for such usage to the applicable Authorized Users. Subscriber is responsible for all activities conducted within user accounts in use of the SaaS Services. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Services, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Services, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.

2.7 **Changes to Services**. Mark43 may make changes and Updates to its Services, provided that it does not materially derogate the overall quality of the Services. Mark43 does not guarantee that the Services are or will remain compatible with any particular third-party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that Mark43 determines are incompatible with the operation of the Services.

2.8 **Data Sharing**. Mark43 will allow Subscriber to grant other agencies specified levels of access to Subscriber Data pursuant to an executed data-sharing agreement between agencies, and with permissions subject to the parameters laid out in the relevant data-sharing agreement. Subscriber shall provide Mark43 with a copy of the executed data-sharing agreement prior to allowing any such data-sharing. As between Mark43 and Subscriber, Subscriber will be solely responsible for any liabilities that arise as a result of such data-sharing.

3. **PROPRIETARY RIGHTS; SUBSCRIBER DATA.**

3.1 **Ownership of Subscriber Data.** As between Mark43 and Subscriber, Subscriber owns the Subscriber Data. Mark43 will have, and Subscriber hereby grants and agrees to grant to Mark43, a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use the Subscriber Data to configure and/or provide the SaaS Services, Software, Support Services and Professional Services to Subscriber, and/or to prevent or address service or technical problems, in accordance with this Agreement and the Documentation, or otherwise in accordance with Subscriber's requests or instructions. Mark43 may also use Subscriber Data in anonymized and/or aggregated form to develop analytics that may be used to provide products and services to Subscriber and/or to other Mark43 customers, provided that: (a) Mark43 makes available to Subscriber functionality and services based on anonymized data obtained from other Mark43 customers that are similar to the functionality and services provided to such other customers based on the anonymized data; and (b) Mark43 may not sell or offer for sale any Subscriber Data, whether in Subscriber identifiable, or anonymized and aggregated form. Mark43 shall comply with its obligations under all Applicable Laws in its provision of the Services and use of Subscriber Data.

3.2 **Ownership and Reservation of Rights to Mark43 Intellectual Property.** As between Mark43 and Subscriber, Mark43, its Affiliates and/or its licensors own all right, title and interest in and to the Services, Software, Work Product and all related technology and Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, and except with respect to Third-Party Components, Mark43 reserves all rights, title and interest in and to the Services, Software, and Work Product, including all related technology and Intellectual Property Rights. No rights are granted to Subscriber hereunder other than as expressly set forth in this Agreement or as required by Applicable Law.

3.3 **Subscriber Feedback**. Subscriber and its Authorized Users may elect to provide Mark43 with suggestions, enhancement requests, recommendations and other feedback concerning the SaaS Services, Software, Support Services or Professional Services (the "**Subscriber Feedback**"). Subscriber hereby assigns and agrees to assign all Subscriber Feedback to Mark43 without lien or encumbrance and agrees that Subscriber Feedback will be the sole property of Mark43 and that Mark43 may use Subscriber Feedback in its discretion without

obligation to Subscriber. Mark43 has no obligation to make Subscriber Feedback an improvement. For the avoidance of doubt, Subscriber Feedback does not constitute Confidential Information of Subscriber hereunder.

3.4 **Usage Data**. Mark43 may collect certain information in connection with Subscriber's access to or use of the Services, such as access records, date and time stamps, transaction and activity records and system performance data ("**Usage Data**"). Mark43 may use Usage Data to deliver and manage its products and services, perform maintenance and support, and develop, test, analyze, and improve the Services and other Mark43 products and services, and generate statistical data about usage of its products and services. As between Mark43 and Subscriber, Mark43 owns the Usage Data.

3.5 **Data Security**. Terms applicable to the privacy and security of Subscriber Data are set forth in Mark43's data processing addendum, attached hereto as Schedule D, which is incorporated herein by this reference, and which, may be updated from time to time by Mark43 by posting the revised version at https://mark43.com/data-processing-addendum/, provided such updates do not materially degrade Mark43's data security obligations (the "**Data Processing Addendum**").

4. THIRD-PARTY COMPONENTS AND INTEGRATED APPLICATIONS.

4.1 **Third-Party Components.** Third-Party Components may be made available to Subscriber through the SaaS Services. In connection with the functionality provided by and/or through Third-Party Components, Subscriber hereby accepts and agrees to be bound by the terms and conditions set forth in Schedule B, which may be updated from time to time upon notice (email acceptable) to Subscriber (the "**Third-Party Component Terms**"). In the event of any inconsistency or conflict between the Third-Party Component Terms and the terms of this Agreement, the Third-Party Component Terms shall govern with respect to Subscriber's access to and use of the applicable Third-Party Component.

4.2 **Integrated Applications**. To the extent Subscriber installs, links to or enables any Integrated Application for use with the SaaS Services, Subscriber grants and agrees to grant (and will cause the applicable Integrated Application Provider to grant) to Mark43 permission to access, retrieve, view, store, copy, modify and process Integrated Application Data from Subscriber's existing account(s) on each such Integrated Application to the extent necessary to facilitate the interoperation of such Integrated Application with the SaaS Services. To the extent Subscriber requires an Integrated Application Provider's assistance to install, link to or enable any Integrated Application for use with the SaaS Services, Subscriber shall separately contract with each such Integrated Application Provider for any such assistance. In no event will Mark43 be responsible for any Integrated Application or Integrated Application Data, or for any failure of an Integrated Application to properly interoperate with the SaaS Services; provided, however, to the extent that Mark43 creates, pursuant to a Statement of Work, an interface for an Integrated Application hereunder, Mark43 shall be responsible for such interface only, subject to the terms and conditions of this Agreement and the applicable Statement of Work. Mark43 may at any time, in its sole reasonable discretion, including upon the request of an Integrated Application Provider or due to an actual or potential security threat, disable any connection between an Integrated Application and the Applications, and any access, retrieval and viewing of Integrated Application Data via the Applications. For the avoidance of doubt, Subscriber's access to and use of Integrated Applications and Integrated Application Data shall be subject to the terms and conditions of Subscriber's agreement(s) with the applicable Integrated Application Provider.

5. FEES AND PAYMENT TERMS.

5.1 **Fees for the Services**. Subscriber will pay the fees as stated in Schedule C (the "**Fees**") attached hereto in accordance with the payment schedule set forth in Schedule C. All Fees due hereunder will be due and payable by Subscriber in accordance with Illinois Local Government Prompt Payment Act. All payments of Fees are non refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Tequity Partners, LLC "Reseller" may modify the Fees for each Renewal Term (as defined below) by providing at least forty-five (45) days' written notice thereof prior to the expiration of the Initial Term (as defined below) or the then-current Renewal Term.

5.2 **Overdue Payments**. Any payment not received from Subscriber by the due date shall accrue late charges at the rate of 1% of the outstanding balance per month, or the maximum rate permitted under the Illinois Local Government Prompt Payment Act, whichever is lower

5.3 **Taxes.** Subscriber will pay all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Subscriber or Mark43 with respect to the transactions and payments under this Agreement (excluding taxes based on Mark43's income or employment) ("**Indirect Taxes**"). All Fees are exclusive of Indirect Taxes. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by Mark43 is equal to the amount then due and payable under this Agreement.

6. TERM AND TERMINATION.

6.1 Term.

(a) <u>Initial Term</u>. The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on <u>Schedule C</u>, unless and until terminated in accordance with <u>Section 6.2</u> (the "**Initial Term**").

(b) <u>Renewal Terms</u>. Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on <u>Schedule C</u> (each, a "**Renewal Term**") at the rates set forth on <u>Schedule C</u>, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

6.2 Termination; Suspension of Services.

(a) <u>Termination for Breach by Either Party</u>. Either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.

(b) <u>Termination for Non-Appropriation</u>. Subscriber's payment obligation under this Agreement extends only to funds appropriated annually by Subscriber or Subscriber's governing body for the purpose of this Agreement. For each succeeding fiscal period covered by this Agreement, Subscriber or other applicable agency or department responsible for this Agreement agrees to include in its budget request appropriations sufficient to cover the annual financial obligations under this Agreement. If Subscriber is appropriated insufficient funds to continue annual payments under this Agreement, Subscriber may terminate this Agreement by giving Mark43 not less than thirty (30) days' prior written notice. Upon termination under this paragraph, Reseller and Mark43 shall be entitled to compensation for all Services rendered prior to the effective termination date, plus any prepaid Fees.

(c) <u>Suspension of Services</u>. To the extent permitted by Applicable Law, in addition to any other rights or remedies it may have under this Agreement or by Applicable Law, Mark43 may immediately suspend provision of the Services without liability to Subscriber: (a) if Subscriber's account is more than sixty (60) days past due, until paid in full; (b) if Subscriber breaches <u>Section 2.5</u> (Restrictions on Use) or <u>Section 2.6</u> (Security Obligations); (c) to avoid harm or liability to Mark43, its Affiliates or its other customers, including in the case of denial of service attacks or other disruptions; or (d) if required by Applicable Law or requested by a governmental authority. Subscriber shall remain liable for any fees and other amounts payable under this Agreement during any period of suspension. Mark43 will use commercially reasonable efforts to restore Subscriber's rights to use and access those portions of the Services or accounts that gave rise to the suspension promptly after Subscriber has resolved the problem giving rise to the suspension.

6.3 Effect of Termination. In the event of any termination or expiration of this Agreement,

(a) Subscriber will pay Reseller all amounts payable hereunder as of the termination or expiration date;

(b) all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services;

(c) Mark43 will provide Subscriber with a copy of the Subscriber Data within ninety (90) days of the effective date of termination; and

(d) Subscriber will, upon written request of Mark43, either return to Mark43 or provide Mark43 with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Mark43 that are in Subscriber's possession or control.

6.4 Survival. The following provisions will survive any termination or expiration of this Agreement: <u>Section 3.1</u> ("Ownership of Subscriber Data"), <u>Section 4</u> ("Third-Party Components and Integrated Applications"), <u>Section 6.3</u> ("Effect of Termination"), <u>Section 7</u> ("Confidentiality"), <u>Section 8.3</u> ("Disclaimer"), <u>Section 9</u> ("Limitation of Liability"), <u>Section 10</u> ("Indemnification"), <u>Section 11</u> ("Miscellaneous") and this <u>Section 6.4</u> ("Survival").

7. CONFIDENTIALITY.

7.1 Definition of Confidential Information. For the purposes of this Agreement, "**Confidential Information**" means: (a) with respect to Mark43, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding Mark43's legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is

disclosed (the "**Receiving Party**"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "**Disclosing Party**"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.

7.2 **Use and Disclosure of Confidential Information.** The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Section 7.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

7.3 **Protection of Confidential Information.** The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).

7.4 **Employee and Independent Contractor Compliance.** The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.

7.5 **Compelled Disclosure**. A disclosure by one party of Confidential Information of the other party to the extent required by Applicable Law will not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

7.6 **Public Records**.

(a) For purposes of this Section 7 (Confidentiality), the term "**Public Records Request**" shall mean any request for the disclosure of records pursuant to a state public records law or "sunshine" law, federal and state of Illinois Freedom of Information Act or other comparable law.

(b) To the extent Subscriber is subject to a Public Records Request that seeks the disclosure of any information or materials provided by Mark43 to Subscriber prior to or during the Term (including without limitation this Agreement), Subscriber shall, prior to any disclosure, promptly notify Mark43 of such Public Records Request (to the extent legally permitted to do so) and provide reasonable assistance, at Mark43's cost, if Mark43 wishes to contest the disclosure. Subscriber shall also identify for Mark43 the information or materials it intends to disclose, and provide Mark43 at least ten (10) days to review prior to disclosure, or if such time is not available or permitted under Applicable Law, at least as much time as would be reasonable to allow Mark43 to meaningfully review and seek appropriate relief. For the avoidance of doubt, and without limiting the foregoing, Subscriber hereby acknowledges that Mark43 shall have no implicit or explicit obligation to challenge, oppose or defend against any request described herein.

(c) Mark43 acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all proper requests made by the Subscriber for public records (as that term is defined by Section 2(c), which are solely in the possession of Mark43, and to provide the requested public records to the Subscriber in accordance with the Illinois FOIA.

7.7 **CJIS Standards; Employee Background Checks.**

(a) Subscriber understands and agrees that Mark43 utilizes third-party vendors (each, a "**Hosting Provider**") to host the SaaS Services.

(b) Subscriber may request reasonable records from Mark43 from time to time to assess Mark43's adherence to requirements of the applicable CJIS Security Policy promulgated by the FBI. For the avoidance of doubt, Subscriber may need the consent of Hosting Provider to obtain any records or information from Hosting Provider.

(c) Subscriber will have the opportunity to run, at Subscriber's expense, reasonable background checks on Mark43 employees that will have direct access to Subscriber Data in Subscriber's production environment (such employees, the "**Covered Employees**"), provided that Mark43 may assume that a Covered Employee

has been cleared by Subscriber if Mark43 does not receive an adverse response from Subscriber within thirty (30) days of a submission of a background check request.

8. REPRESENTATIONS AND WARRANTIES.

8.1   Power and Authority. Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement.

8.2   Services Warranty.

(a)   Mark43 represents and warrants that the Applications and SaaS Services will be made available to Subscriber in accordance in all material respects with the Documentation. Subscriber's sole remedy and Mark43's sole obligation with respect to a breach of the foregoing warranty is for Mark43, through the Support Services, to use commercially reasonable efforts to remedy the breach within a commercially reasonable amount of time.

(b)   Mark43 represents and warrants that the Professional Services will be provided in a professional manner and that for a period of thirty (30) days from Go Live (the "**Warranty Period**"), the Work Product will operate in material accordance with the specifications provided by Mark43 or otherwise agreed between the parties in writing (including in the applicable Statement of Work). Subscriber's sole remedy and Mark43's sole obligation with respect to a breach of the foregoing warranty is for Mark43 to use commercially reasonable efforts to work with Subscriber to resolve the issue causing such breach within a commercially reasonable amount of time. After the Warranty Period, if Subscriber experiences any issue with the Work Product, the parties must enter into a new Statement of Work to address such issues at Mark43's then-current Professional Services pricing. For clarity, Mark43's Support Services do not apply to or provide support for any Professional Services or Work Product.

8.3   Disclaimer. USE OF THE APPLICATIONS AND SERVICES IS NOT, AND IS NOT INTENDED TO BE, A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF AUTHORIZED PARTIES, INCLUDING DISPATCHERS, LAW ENFORCEMENT OFFICERS, INVESTIGATORS OR FIRST RESPONDERS. THE APPLICATIONS AND SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND THE DATA PROVIDED BY MARK43 THEREIN (INCLUDING ANY THIRD-PARTY DATA) SHOULD NOT REPLACE OTHER EMERGENCY INFORMATION AND SHOULD NOT BE EXCLUSIVELY RELIED-UPON IN AN EMERGENCY SCENARIO. SUBSCRIBER SHALL BE RESPONSIBLE FOR ALL ITS OWN ACTIONS OR FAILURE TO ACT IN CONNECTION WITH THE APPLICATIONS AND SERVICES, INCLUDING WITH RESPECT TO COMPLIANCE WITH APPLICABLE LAWS, AND MARK43 ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE APPLICATIONS AND SERVICES. SUBSCRIBER ACKNOWLEDGES THAT THE APPLICATIONS AND SERVICES DO NOT PROVIDE LEGAL ADVICE.

EXCEPT FOR THE LIMITED WARRANTIES PROVIDED BY MARK43 IN SECTIONS 8.1 AND 8.2, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MARK43 MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE APPLICATION. MARK43 DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED OR THAT SUBSCRIBER DATA WILL BE SECURE OR NOT LOST OR DAMAGED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO SUBSCRIBER IN CONNECTION WITH THE PROVISION OF THE SERVICES. MARK43 SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE ITS REASONABLE CONTROL, INCLUDING ANY HARM OR DAMAGES CAUSED BY ITS HOSTING PROVIDERS. MARK43 MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY DATA, THIRD-PARTY COMPONENT, INTEGRATED APPLICATION, OR ON BEHALF OF ANY INTEGRATED APPLICATION PROVIDER.

9.   LIMITATION OF LIABILITY.

9.1   Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MARK43'S (OR MARK43'S THIRD-PARTY LICENSORS') TOTAL AND AGGREGATE LIABILITY

ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY SUBSCRIBER FOR THE SERVICES PURSUANT TO THIS AGREEMENT DURING THE TWENTY FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ARISES. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT, AND THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THAT LIMIT.

9.2   **Exclusion of Damages**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT, WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, PERSONAL INJURY OR PROPERTY DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF DATA RECONSTRUCTION OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, SOFTWARE OR PROFESSIONAL SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9.3   **Exceptions.** NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 9.1 AND SECTION 9.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. INDEMNIFICATION.

10.1   **Indemnification by Mark43**. Mark43 shall indemnify Subscriber, and its employees, officers, and directors against any third-party claim alleging that Subscriber's use of the Services in the form provided by Mark43 and when used in accordance with the Documentation and in compliance with this Agreement infringes that third party's U.S. copyright, U.S. patent issued as of the Effective Date, or U.S. trademark, and shall pay the amount of any adverse final judgment or settlement to which Mark43 consents. Mark43 shall have no obligation or liability under this Section 10.1 (Indemnification by Mark43) to the extent the third party claim arises from: (a) Subscriber's or its Affiliates' failure to incorporate a software or other update or upgrade made available by Mark43 that would have avoided the alleged infringement; (b) modification of the Services, any Application, Software or hardware by anyone other than Mark43; (c) specifications, instructions, features, functions or designs or other elements provided by or requested by Subscriber or its Affiliates; (d) use of the Services, any Application or Software in combination with any other product, service, process or material not provided by Mark43 (including, without limitation, Integrated Applications, Third-Party Data and Subscriber Data); or (e) use of the Services, any Application or Software in a manner not contemplated by this Agreement. If the Services are (or Mark43 believes are likely to become) the subject of a claim for which Mark43 would be obligated to defend and indemnify pursuant to this Section 10.1, then Mark43 may, at its sole option, obtain for Subscriber the right to continue use of the Services or replace or modify the Services, as applicable, provided there is no material loss of functionality. If neither of the foregoing options is reasonably available to Mark43, in its judgment, then use of the Services may be terminated at the option of Mark43 and Mark43's sole liability will be to refund any prepaid fees for the Services applicable to periods following the effective date of termination. The remedies provided in this Section 10.1 (Indemnification by Mark43), are Subscriber's sole and exclusive remedies for any third-party claims of infringement or misappropriation of Intellectual Property Rights by the Services.

10.2   **Indemnification by Subscriber**. To the extent authorized by the state of Illinois, Subscriber shall indemnify Mark43, its Affiliates, and their respective employees, officers, and directors against any third-party claim arising out of or related to (a) Subscriber's breach of Section 2.5 (Restrictions on Use), Section 2.6 (Security Obligations) or Section 3.2 (Ownership and Reservation of Rights to Mark43 Intellectual Property); (b) Integrated Applications or Subscriber Data, including any third-party claim alleging that Subscriber Data infringes or misappropriates the rights of a third party or violates any Applicable Law, and shall pay the amount of any adverse final judgment or settlement to which Subscriber consents; and (c) Mark43's disabling a connection to an Integrated Application at Subscriber's request.

10.3   **Procedures**. Each party shall give the other party prompt notice of any claim to which an indemnification obligation under this Section 10 (Indemnification) may apply and shall reasonably cooperate with the indemnifying party, at its expense, in the defense or settlement of any claim. An indemnifying party's payment obligations under this Section 10 (Indemnification) will be diminished to the extent that it is materially prejudiced by the indemnified party's non-compliance with the foregoing procedures.

11. MISCELLANEOUS.

11.1 **Piggybacking**. The parties hereto agree that this Agreement may be referenced to support purchases made within five (5) years of the Effective Date by other local government entities within the state of Illinois. Such purchases will be made pursuant to a direct contract by the local government and Mark43 subject to the terms and conditions set forth herein; pricing for the Services shall be determined on a case-by-case basis subject to the volume and scope of the Services being requested by the relevant government entity.

11.2 **Notices**. Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to Mark43:	If to Subscriber:
Mark43, Inc. 8 West 40th Street 2nd Floor New York, NY 10018 Attn: CFO Email: contractnotices@mark43.com	City of Aurora 44 E. Downer Place Aurora, IL 60505 Attn: IT Department Invoices Email: itinvoices@aurora.il.us
Copy to: Mark43, Inc. 8 West 40th Street 2nd Floor New York, NY 10018 Attn: General Counsel Email: legal@mark43.com	Copy to: City of Aurora Mayor's Office 44 E. Downer Place Aurora, IL 60505 City of Aurora Law Department 44 E. Downer Place Aurora, IL 60505 Aurora Police Department 1200 E. Indian Trail Aurora, IL 60505 Attn: Administrative Services Commander

11.3 **Assignment.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. In the event of a permitted assignment, the assigning party will provide notice to the other party following the effective date of the assignment. For clarity, such notice is for informational purposes only as such assignment does not require pre-notification or consent of the other party. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

11.4 **Governing Law & Venus**. The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles.

11.5 **Dispute Resolution**. Prior to the initiation of any legal proceeding other than one for equitable relief as described in subsection (d) below, the parties shall first attempt to resolve their dispute informally, as follows:

(a) Within five (5) business days following the written request of a party, designated individual(s) from Mark43 and Subscriber shall meet to resolve such dispute.

(b) The representatives referred to in paragraph (a) shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter at issue that the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss

the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of formal legal proceedings. The specified format for the discussions will be left to the discretion of the designated representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(c)   If the representatives referred to in paragraph (a) above are unable to resolve the dispute within thirty (30) business days after the dispute is escalated to them, then either party may escalate the dispute to the Chief Financial Officer or similar of Mark43 and the Chief or Sheriff or comparable Subscriber official, for their review and resolution.

(d)   The provisions of this Section 11.4 shall not be construed to prevent a party from instituting, and a party is authorized to institute, judicial or other proceedings either to (i) seek injunctive relief or (ii) avoid the expiration of any applicable legal or contractual limitations period.

11.6   **Force Majeure.** Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

11.7   **No Waiver**. The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.

11.8   **Amendment**. No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and Mark43. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and Mark43.

11.9   **Relationship of the Parties**. The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

11.10   **Subcontracting**. Mark43 may draw on the resources of (and subcontract to) its Affiliates and third-party contractors and subcontractors, within or outside of the United States (each, a "**Mark43 Vendor**") for internal, administrative and compliance purposes or in connection with the hosting or provision of the Service and other products and services to be provided by Mark43 pursuant to this Agreement. Subscriber agrees that Mark43 may provide information, data and materials that Mark43 receives in connection with this Agreement (including Subscriber Data) to the Mark43 Vendors for such purposes. Mark43 shall be permitted to subcontract its obligations under this Agreement to the Mark43 Vendors identified on Schedule C as "Subcontractors" or such other subcontractors as approved in advance by Subscriber (each, a "**Subcontractor**"). Mark43 shall be responsible in accordance with the terms of this Agreement for performance failures by such Subcontractors that cause Mark43 to breach its obligations under this Agreement.

11.11   **Severability**. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.

11.12   **Headings**. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.

11.13   **Counterparts**. This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.

11.14   **Cumulative Remedies**. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

11.15   **Export Compliance**. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations,

the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.

11.16   **Compliance with Laws**. Each party shall comply with all Applicable Laws relating or pertaining to the use of the Services. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the Subscriber Data covered by this Agreement. Each party shall comply with local anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act, as well as any other Applicable Laws and regulations. In connection with its performance under this Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.

11.17   **Entire Agreement**. This Agreement supersedes all previous understandings, agreements and representations between the parties or any affiliates or agents thereof, written or oral, and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

11.18   **Supporting Documents**.

The following documents are, by this reference, expressly incorporated into this Agreement and are collectively referred to herein as the "Supporting Documents:"

- Schedule A: Support Services
- Schedule B: Third-Party Component Terms
- Schedule C: Order Form

This Agreement and the Supporting Documents shall be construed to be mutually complementary and supplementary whenever possible. In the event of a conflict that cannot be resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the Supporting Documents.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MARK43, INC.

By: _(signature)_____

Name: Christopher D. Merwin

Title: Chief Financial Officer

Date: 07 / 15 / 2025

CITY OF AURORA

By:_____

Name:_____

Title:_____

Date:_____

ATTEST:

By:_____

Name:_____

Title:_____

Date:_____

Support Services

1. **Support Services**.

   a. **Error Reporting**

   When reporting a failure of the SaaS Services to perform substantially in conformance with this Agreement (an "**Error**"), Subscriber shall use the phone number, email address, or Mark43 Support Portal URL identified in this Agreement (or otherwise provided to Subscriber by Mark43 from time to time, including by email) during the hours of support set forth herein.

   Subscriber personnel submitting support requests must be reasonably trained in the use and functionality of the SaaS Services and familiar with this Agreement and, before submitting a support request to Mark43 hereunder, must use reasonable efforts to ensure a perceived Error is not due to a problem with Subscriber's (or its other third-party providers') equipment, systems, software or connectivity or due to improper, non-conforming or unauthorized use of the SaaS Services by or on behalf of Subscriber.

   Subscriber will include with each support request, further detailed in subsection (d) below: (i) Subscriber's initial assessment of the Response Priority (including identification of the Error and the approximate percentage of Authorized Users impacted); (ii) sufficient information to enable Mark43 to identify and replicate the Error; and (iii) contact information for Subscriber personnel familiar with the Error who will be available to Mark43 to assist with resolution of the Error on an ongoing basis until the Error is resolved.

   b. **Response Priority Determination**

   Mark43 will validate Subscriber's Response Priority designation, or notify Subscriber of its Response Priority designation if it is different than Subscriber's. If requested, Mark43 will provide Subscriber with the basis of its determination. In the event of a conflict regarding the appropriate Response Priority designation, each party shall promptly escalate such conflict for resolution by the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Mark43 Response Priority designation. In the rare case that a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

   c. **First Response, Resolution, and Updates**

   Upon notification by Subscriber of an Error in accordance with this Schedule and subject to Mark43's identification and replication of the Error, Mark43 will respond to each case in accordance with the First Response Times and Communication Commitments described in the charts below. First Response Time is the period from the time the Error was logged with the Mark43 Support Team until Mark43 responds to Subscriber (and escalates within Mark43, if appropriate). A first response is defined as a non-automatic means where an agent will reach out to gather additional details and may not include a solution or workaround. 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. Resolution methods are defined below. A resolution may consist of a fix, workaround, delivery of information, or other commercially reasonable solutions to the issue.

   d. **Subscriber's Obligations**

   Mark43's provision of the support services described in this Schedule is subject to Subscriber cooperating fully and on a timely basis with reasonable requests of Mark43 for accurate information and access to Subscriber personnel with sufficient availability and knowledge to enable Mark43 to provide the support services, including accurate information and assistance reasonably required to detect, replicate, and correct Errors. In the event Mark43's response, resolution, or update times are negatively impacted by delayed responses by Subscriber personnel or Subscriber's failure to otherwise comply with its obligations under this Schedule, timeframes will be extended.

   First Response Commitment

Red	Orange	Yellow
1 hour 24/7	2 hours 8am - 8pm EST, 7 days	8 hours 8am - 8pm EST M-F

Communication Commitment

	Red	Orange	Yellow
Status page updates	A status update will be posted as soon as Mark43 is notified and updated every 30 minutes thereafter until resolved.	n/a	n/a
Email/phone updates	After initial Mark43 response, within 1 hour of any additional Subscriber questions about the same issue until resolved.	After initial Mark43 response, within 1 business day of any additional Subscriber questions until issue is resolved. Subscriber will receive notification via email once the issue fix has been scheduled and again when the issue has been fixed.	After initial Mark43 response, within 2 business days of any additional Subscriber questions until issue is resolved. Subscriber will receive notification via email once the issue has been fixed.

Priority Definitions

- *Red* - An Error due to Mark43's systems that results in the inoperability or substantial impairment of a core function for the majority of Subscriber's Authorized Users, provided there is no feasible workaround. Examples include: Authorized Users cannot access the Application; CAD units cannot be dispatched; reports cannot be created.
- *Orange* - An Error due to Mark43's systems that results in the inoperability or substantial impairment of a critical workflow for the majority of Subscriber's Authorized Users, provided there is no feasible workaround. Examples include: significant lagging/slowness; inability to process persons in custody; inability to export reports or cases for same or next day court deadlines; inability to submit reports.
- *Yellow* - An Error due to Mark43's systems for which a reasonable workaround is available.
- *None* - There are a number of low-impact issues, how-to questions, and feature requests that do not fall into one of the categories above and are not subject to the outlined First Response or Communication Commitments.

Issue Escalation & Resolution Methods: Subscriber-reported issues are escalated within Mark43 by a well-defined internal process. Mark43 works to resolve issues based on the issue severity/impact, by employing one or more of the following methods:

- Providing Subscriber with a reasonable workaround
- Adjusting system/hosting configurations or setup
- Direct database modifications
- Releasing a fix out-of-cycle (patching)
- Releasing a fix as part of the regular release cycle
- Other commercially reasonable solution

Subscriber will be notified of status changes either through Mark43's status page and/or via email updates in a support ticket.

2. <u>**Service Level Agreement**</u>. Mark43 shall provide the Applications in accordance with the following service levels ("**SLA**").

a. **Monthly Uptime Commitment**.

Following Go Live of the applicable In-Scope Application, Mark43 will use commercially reasonable efforts to make the In-Scope Application available with the Monthly Uptime Percentage corresponding to that Application (the "**Uptime Commitment**"), as follows:

- *RMS Application*: Mark43 will use commercially reasonable efforts to achieve a Monthly Uptime Percentage for the Mark43 RMS Application of no less than 99.90% in any calendar month.

- *CAD Application*: Mark43 will use commercially reasonable efforts to achieve a Monthly Uptime Percentage for the Mark43 CAD Application of no less than 99.95% in any calendar month.

For each In-Scope Application, the "Monthly Uptime Percentage" is calculated as set forth below by subtracting from one hundred percent (100%) the percentage of minutes during the month in which the In-Scope Application experienced Downtime.

Monthly Uptime Percentage = (100) – ((minutes of Downtime * 100) / (total minutes in month))

b.   **Service Credit Calculation**.

Subject to the SLA Exclusions, if Mark43 does not achieve the Uptime Commitment in any given month due to Downtime, Subscriber may be eligible for credits as described herein (the "**Service Credits**"), as follows:

- *RMS Application*: If Mark43 does not achieve the Uptime Commitment for the RMS Application, Subscriber will (to the extent legally permitted) be eligible pursuant to the terms of this SLA to receive a credit equal to ten (10) times the amount paid for the RMS Application in respect of the period in which the actual RMS Downtime for the month exceeded the RMS Downtime allowable within the Uptime Commitment, up to a maximum credit of 25% of one month's subscription fee paid in consideration for the RMS Application, as illustrated here:

  RMS Service Credit = (10) * ((1/12) * annual subscription fee) * ((% of Downtime) – (0.10%))

- *CAD Application*: If Mark43 does not achieve the Uptime Commitment for the CAD Application, Subscriber will (to the extent legally permitted) be eligible pursuant to the terms of this SLA to receive a credit equal to ten (10) times the amount paid for the CAD Application in respect of the period in which the actual CAD Downtime for the month exceeded the CAD Downtime allowable within the Uptime Commitment, up to a maximum credit of 25% of one month's subscription fee paid in consideration for the CAD Application, as illustrated here:

  CAD Service Credit = (10) * ((1/12) * annual subscription fee) * ((% of Downtime) – (0.05%))

c.   **Requesting Service Credits**.

In order to receive a Service Credit, Subscriber must notify Mark43 in writing at 8 West 40th Street, 2nd Floor, New York, NY 10018, Attn: Accounting, with a copy to accounting@mark43.com, or such other address provided by Mark43 from time to time, within twenty-one (21) days following the end of the month in which the Downtime occurred. Claims must include the words "SLA Credit Request" in the subject line; the dates and times of each Downtime incident that Subscriber is claiming occurred; and any documentation to corroborate Subscriber's claim of Downtime, ensuring removal or redaction of any confidential or sensitive information in these logs. All claims are subject to review and verification by Mark43 prior to any Service Credits being granted. Mark43 will acknowledge requests for Service Credits within fifteen (15) business days of receipt and will inform Subscriber whether such claim request is approved or denied.

If Mark43 confirms that the Uptime Commitment has not been met in the applicable calendar month, Subscriber will be issued a Service Credit within one billing cycle following the month in which Subscriber's request is confirmed by Mark43. Subscriber's failure to provide the request and other information as required above will disqualify Subscriber from receiving a Service Credit. Service Credits will not entitle Subscriber to any refund or other payment from Mark43 and are non-transferable. The parties acknowledge and agree that Service Credits are intended as genuine pre-estimates of loss that may be suffered as a result of any failure to achieve Uptime Commitments and will not be deemed to be penalties. To the extent legally permitted, the issuance of a Service Credit by Mark43 hereunder is Subscriber's sole and exclusive remedy for any failure by Mark43 to satisfy the Uptime Commitment.

d.   **Additional Definitions**.

"**Downtime**" with respect to any single In-Scope Application means time in which the Application is not accessible or available to Subscriber for reasons other than those resulting directly or indirectly from an SLA Exclusion. For the avoidance of doubt, slow performance does not constitute lack of accessibility or availability and shall not count as Downtime, unless there is a total loss of ability for the substantial majority of Authorized Users to perform any one of the In-Scope Application Features so as to constitute a total loss of service of that Application, in each case in Mark43's reasonable discretion. The concurrent loss of service of two or more In-Scope Application Features within the same Application will count as a single Downtime event. At the end of each month, Mark43 adds "Downtime" periods together to calculate the overall monthly "Downtime."

"**In-Scope Application**" means the web-accessible Applications identified in subsection (a) above, provided that Subscriber has purchased a subscription for the Applications and signed a valid agreement with Mark43. Under no circumstance shall any reference to an Application that Subscriber has not purchased a subscription and signed an agreement for be construed to entitle Subscriber to use such Application. For the avoidance of doubt, In-Scope Applications do not include mobile versions or Applications that are in beta testing.

"**In-Scope Application Features**" means, in each case:

- For RMS Application: (i) the ability to login to the Mark43 RMS; (ii) the ability to view and edit reports and names, property, and vehicles; (iii) the ability to view and edit cases; and (iv) the ability to search for entities within the RMS.
- For CAD Application: (i) the ability to login to the Mark43 CAD; (ii) the ability to view / edit / clear events; (iii) the ability to view and edit units; (iv) the ability to search for CAD tickets; and (v) the ability to receive real-time updates when actively connected to an internet-enabled network.

"**Monthly Uptime Percentage**" has the meaning set forth in Section 2(a) of this SLA.

"**Scheduled Maintenance**" means scheduled work related to the Mark43 Application or the hosting environment, which may cause inaccessibility or unavailability of the Mark43 Application. Except as set forth below, Mark43 shall provide at least seven (7) days' written advance notice of Scheduled Maintenance whenever practicable, and in no circumstances less than three (3) days' advance notice. In the event that Mark43 determines it is appropriate to perform emergency work related to the Mark43 Application or emergency work is performed related to the hosting environment, such work will be deemed Scheduled Maintenance, provided Mark43 uses reasonable efforts under the circumstances to provide Subscriber with notice at least twenty-four (24) hours prior to such emergency work. Notice of Scheduled Maintenance may be provided by email and, in the case of emergency work, may also be provided by telephone. The total amount of Scheduled Maintenance for the CAD Application shall not exceed sixty (60) minutes during any thirty (30)-day period.

e. **SLA Exclusions**. The Uptime Commitment does not apply to any inaccessibility or unavailability of an Application (the "**SLA Exclusions**"):

- That is not an In-Scope Application;
- That occurs prior to Go Live;
- That results from Scheduled Maintenance;
- That results from a suspension or remedial action, as described in this Agreement;
- Caused by factors outside of Mark43's reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the Mark43 cloud environment;
- That results from actions or inactions of Subscriber or any third party;
- That is attributable to Subscriber's own computer equipment or devices, or failure of any software, hardware or service not supplied by Mark43 pursuant to this Agreement, including, without limitation, issues related to network connectivity, internet connectivity or network performance issues at any Subscriber locations, server downtime related to connectivity issues resulting from third-party-managed VPN access to a hosted server or Subscriber's internal network problems, or Software (including interfaces) that is not supplied or maintained by Mark43;
- That results from any Integrated Application, Third-Party Data, or any Subscriber-provided application or program; or
- That results from the failure by Subscriber, its Affiliates, or any Authorized User to incorporate a Software or Services update or upgrade made available by Mark43.

SCHEDULE B

Third-Party Component Terms

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

Google Maps Terms: https://maps.google.com/help/terms_maps.html
Google Privacy Policy: https://policies.google.com/privacy?hl=en&gl=us
Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

Esri: Users (as defined below) are bound by the following Esri Terms of Service:

To the extent permitted by applicable law, Environmental Systems Research Institute, Inc. ("Esri") and its licensors disclaim liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of Esri's solution ("Esri Solution") including, but not limited to, liability for use of the Esri Solution in high-risk activities or liability related to any data supplied by Esri.

In the event of any termination of the Agreement, the end user of the Esri Solution ("User") shall (i) cease access and use of the Esri Solution and any data supplied by Esri, and (ii) clear any client-side data cache derived from the Esri Solution or any data supplied by Esri.

User will comply with all relevant export laws and regulations of the United States with respect to the Esri Solution, including, but not limited to, the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and User will not export, reexport, transfer, divert, use, or access, directly or indirectly, the Esri Solution in violation of any United States export laws and regulations.

User will provide Esri with information about User's export and distribution activities as may be required for Esri to meet its obligations under the United States export control laws and regulations.

User shall not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to the Esri Solution or any Esri materials, output, metadata file, or online or hard-copy attribution page of any data supplied by Esri.

Esri and its licensors disclaim all terms in any "click-through" agreements included with the Esri Solution. Esri and its licensors do not warrant that the Esri Solution or any data or materials supplied by Esri will meet User's needs or expectations; that the use thereof will be uninterrupted; or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on data in the Esri Solution, and User should always verify actual data in the Esri Solution. Any warranty offered by Mark43 for Mark43's solution shall only apply between Mark43 and User. Esri does not offer any warranties or indemnities to User for the Esri Solution.

User shall not use the Esri Solution for any revenue-generating activities. The Esri Solution is for the internal use of User only.

User shall not use the Esri Solution independently from the Mark43 solution or in any other product or service.

User shall not store, cache, use, upload, distribute, or sublicense content provided through the Esri Solution in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation.

User's login credentials for the Esri Solution are for User only and may not be shared with other individuals.

Amazon:

Universal Service Terms: https://aws.amazon.com/service-terms/
Acceptable Use: https://aws.amazon.com/aup/

Auth0 (if elected):

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

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

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

CommSys (if elected):

CommSys End User License Terms and Conditions

CommSys, Incorporated, an Ohio corporation ("CommSys") is the owner of certain components of the SaaS Services licensed to Subscriber and your Authorized Users (collectively, "you") by Mark43, Inc. ("Mark43") under an agreement between you and Mark43 (the "License Agreement").

As a condition to the license to use the CommSys Products (as defined below), and in addition to the restrictions on the scope and use of the license grants contained in the License Agreement, CommSys requires that all users agree that the CommSys Products are subject to the restrictions, terms and conditions set forth herein (the "CommSys Terms and Conditions"). In the event of any inconsistency or conflict between these CommSys Terms and Conditions and the terms of the License Agreement, these CommSys Terms and Conditions shall govern with respect to your use of the CommSys Products.

"CommSys Products" shall mean all products and programs of CommSys and all documentation related thereto, whether referred to as "software", "firmware" or otherwise, wherever resident on any media, and whether separately licensed, furnished as a part of equipment, or provided as a result of software services, and further may include programs and related documentation that are owned by third parties and distributed by CommSys under license from the owner thereof.

Your use of the CommSys Products pursuant to the License Agreement is subject to the following CommSys Terms and Conditions, and by using the CommSys Products, you hereby acknowledge and agree as follows:

(a)   All rights to use the CommSys Products are non-exclusive, non-transferable, and non-sublicensable, and shall terminate automatically without notice to you upon your failure to comply with any of the CommSys Terms and Conditions.

(b)   All confidential, proprietary, or trade secret information associated with the CommSys Products, including, but not limited to, all software programs, object code, source code, products, research, technical knowledge, specifications, and other data, is the confidential and proprietary information of CommSys (collectively, "Confidential Information"), and you shall abide by and maintain, and not remove, deface, or destroy, any proprietary markings on any of the CommSys Products or Confidential Information.

(c)   You may not make any copies of the CommSys Products or Confidential Information. You may use the CommSys Products only for the purposes of and strictly in accordance with the provisions of the License Agreement (as it pertains to the CommSys Products) and the CommSys Terms and Conditions, and you shall not otherwise use, disclose, convey, disseminate, transfer, or assign any of the CommSys Products or Confidential Information.

(d)   You may not, directly or indirectly: (i) sell, resell, or distribute the CommSys Products on a stand-alone basis, or other than as integrated in the SaaS Services; (ii) allow the CommSys Products to be used in conjunction with or launched from within any other product; (iii) re-brand, bundle, or re-label the CommSys Products, or use in any manner the CommSys Products with any other software or products; or (iv) use the CommSys Products for internal or third party production purposes or development of products or in violation of law.

(e)   You shall promptly notify Mark43 of any actual or suspected use or disclosure of the CommSys Products or Confidential Information and shall provide reasonable assistance in the investigation and prosecution of such uses or disclosures.

(f)   You shall destroy all CommSys Products and Confidential Information if: (i) you cease to use the CommSys Products; (ii) the License Agreement terminates; or (iii) your rights to use the CommSys Products is terminated.

(g)   You (including all of your employees, contractors, and affiliated persons) shall not, directly or indirectly, nor cause or allow any other person to: (i) modify or translate into any other format or language any portion of the CommSys Products or Confidential Information; (ii) use any Confidential Information to create any item which is substantially similar to, competitive with, or performs the functions of any of the CommSys Products; (iii) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code for or other Confidential Information with respect to, any of the CommSys Products or Confidential Information; or (iv) modify, copy, reproduce, manufacture, adapt, create derivative works of, translate, localize, or port any of the CommSys Products or the Confidential Information, or allow any employee, representative, consultant, agent, or other third party to engage in such conduct.

(h)   You agree that any item resulting from any actions under (g) above shall be the sole and exclusive property of CommSys. You agree that all of the CommSys Products and Confidential Information are highly valuable to CommSys, and that any breach of the CommSys Terms and Conditions would severely damage CommSys, the extent of which damage would be difficult to ascertain, and therefore CommSys, as a third party beneficiary of these CommSys Terms and Conditions is entitled to seek, among other remedies, immediate injunctive and other equitable relief for any such breach.

(i)   Your use of the CommSys Products is subject to the compliance by Mark43 of its license from CommSys to use the CommSys Products. CommSys has the right to terminate or suspend the license of the CommSys Products to Mark43 upon the breach by Mark43 of the license in accordance with the terms of such license. Your rights to use the CommSys Products may be terminated or suspended without notice to you in the event of any breach by Mark43 of its license from CommSys or if such license is terminated for any reason. CommSys shall have no liability or obligation to you resulting from such suspension or termination of its license of the CommSys Products.

NEITHER COMMSYS NOR MARK43 MAKES, AND COMMSYS AND MARK43 EACH EXPRESSLY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE COMMSYS PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. IN NO EVENT SHALL COMMSYS OR MARK43 BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSSES OR DAMAGES ARISING OUT OF CLAIMS FOR LOSS OF BUSINESS, GOODWILL, DATA OR PROFITS, OR ARISING OUT OF CLAIMS FOR TORT, UNDER STATUTE, BREACH OF WARRANTY OR CONTRACT, STRICT LIABILITY, OR OTHERWISE.

1.   **Services**. The Services covered by this Agreement consist of the following:

SaaS Services with respect to the following Applications per the SKUs noted in <u>Section 5</u> below and the product descriptions set forth at https://mark43.com/Mark43-Product-Catalogue: Computer Aided Dispatcher including LE First Responder, Fire First Responder, and OnScene for CAD (CAD); Records Management System Including Case Management, Evidence Management, Booking, and OnScene for RMS (RMS); and Insights.

Professional Services as detailed in a Statement of Work.

2.   **Subcontractors**. N/a.

3.   **Initial Term**. The Initial Term is the five (5) year period commencing on the Effective Date.

4.   **Renewal Terms**. Any Renewal Terms shall be for a period of five (5) year(s).

5.   **Fees**. Pricing for the Services is established by Reseller. The Fees for the Initial Term will be paid to Reseller for the Services and quantities set forth in the tables below. The below SKUs are for the Applications as hosted on AWS GovCloud; the Applications are also available as FedRAMP Authorized under different SKUs.

Recurring Services:

Mark43 SaaS Services—Recurring	Qty (if applicable)*
MOB 1 RMS: OnScene Mobile Application for RMS	Not to Exceed 336 total sworn
RMS 1 ST: RMS Reports Writing – STANDARD • Not to exceed 5 report types	Not to Exceed 336 total sworn
RMS 2 ST: Case Management – STANDARD • Not to exceed 1 case type, standard fields and configurations	Not to Exceed 336 total sworn
RMS 3 ST: Property and Evidence – STANDARD • standard fields and retention policies, configurable storage locations	Not to Exceed 336 total sworn
RMS 11: Booking Module	Not to Exceed 336 total sworn
CAD 1: CAD Dispatcher/Call-Taker	Not to Exceed 40 Telecommunicators
CAD 2: LE First Responder	Not to Exceed 400 total sworn
CAD 3: Fire First Responder	Not to Exceed 270 fire responder(s)
MOB 1 CAD: OnScene Mobile Application for CAD	Not to Exceed 567 total sworn
DLK 1: Data Lake - Base	Not to Exceed 1 instance(s)
Insights Informed – Medium • Includes 1 Creator license, 1 Viewer license	Not to Exceed 1 instance(s)

Partner Products—Recurring	Qty (if applicable)*
PAR 6: ConnectCIC State Only • Basic inquiry package	Site License for not to exceed 430 total sworn

Mark43 Professional Services—Recurring	Qty (if applicable)*
Interface Maintenance: RapidSOS	1 interface(s)
Interface Maintenance: LiveScan - Idemia	1 interface(s)
Interface Maintenance: Custom Level 1 Fusus	1 interface(s)
Interface Maintenance: Custom Level 1	1 interface(s)

Everbridge	
Interface Maintenance: Custom Level 2 PowerPhone	1 interface(s)
Interface Maintenance: Custom Level 1 ESO Fire RMS	1 interface(s)
Interface Maintenance: Custom Level 1 Genetec Security Desk	1 interface(s)
Interface Maintenance: Custom Level 1 Nice	1 interface(s)
Interface Maintenance: Purvis Fire Station Alerting	1 interface(s)
Interface Maintenance: ShotSpotter - SoundThinking	1 interface(s)
Interface Maintenance: Axon - Evidence.com Body Camera	1 interface(s)
Interface Maintenance: E911 (ANI/ALI)	1 interface(s)
Interface Maintenance: Coplogic DORS - LexisNexis	1 interface(s)
Interface Maintenance: Statewide Crash System - LexisNexis	1 interface(s)
Interface Maintenance: Statewide Citation System - Quicket	1 interface(s)
Interface Maintenance: NCIC Prisoner Phone System	1 interface(s)

*Additional increases may be applied at any time during the Term if required quantities increase. For any renewal beyond the initial 5-year term, the pricing shall increase by 2% for each renewal year.

One-Time Services:

Mark43 Professional Services – One-Time	Qty (if applicable)
Implementation Tenant: provisioning environments for configuration, testing, and training during the implementation period (12 months)	1
Level 4 Implementation - CAD	1 package(s)
Level 4 Implementation - RMS	1 package(s)
Oversight - Dual Platform - 28	1 package(s)
Training Package (TtT)	1 package(s)
Additional End User Training (business hours, end user)	5 days
Standard Mark43 Migration for Reports, Cases, and Evidence from a single source system (and version) (refer to SOW)	1 source(s)
Mark43 RMS Reports Migration – additional custom fields (refer to SOW)	n/a
Interface Development: Coplogic DORS - LexisNexis	1 interface(s)
Interface Development: Statewide Crash System - LexisNexis	1 interface(s)
Interface Development: E911 (ANI/ALI)	1 interface(s)
Interface Development: Statewide Citation System - Quicket	1 interface(s)
Interface Development: LiveScan - Idemia	1 interface(s)
Interface Development: RapidSOS	1 interface(s)
Interface Development: ShotSpotter - SoundThinking	1 interface(s)
Interface Development: Axon - Evidence.com Body Camera	1 interface(s)
Interface Development: Purvis Fire Station Alerting	1 interface(s)

Interface Development: Custom 2 PowerPhone	1 interface(s)
Interface Development: Custom 1 ESO FRMS	1 interface(s)
Interface Development: Custom 1 Fusus	1 interface(s)
Interface Development: Custom 1 Genetec Security Desk	1 interface(s)
Interface Development: Custom 1 Everbridge	1 interface(s)
Interface Development: Custom 1 Nice	1 interface(s)
Interface Development: Custom 2 NCIC Prisoner Phone System	1 interface(s)
Partner Products/Services—One-Time	Qty (if applicable)
PAR: CommSys Implementation	1

6. **Payment Schedule**.

    a.   Initial Term: Subscriber will pay the Fees for the Services detailed in <u>Section 5</u> above according to the following schedule during the Initial Term.

Year	Details of Payments and Due Dates	Amount Due
1	Year 1 Payment, due according to the following schedule:	100% of One-Time Fees
	- Effective Date	*100% of Implementation Tenant Fees, 50% of Fees for Data Migration*
	- Application Setup Complete	*50% of One-Time Services Fees (not including Data Migration)*
	- Go Live	*50% of One-Time Services Fees (not including Data Migration)*
	- Production Data Migration Complete	*50% of Fees for Data Migration*
2	Year 2 Payment, due on the first anniversary of the Effective Date.	100% of Recurring Fees
3	Year 3 Payment, due on the second anniversary of the Effective Date.	100% of Recurring Fees
4	Year 4 Payment, due on the third anniversary of the Effective Date.	100% of Recurring Fees
5	Year 5 Payment, due on the fourth anniversary of the Effective Date.	100% of Recurring Fees

    b.   Renewal Term: Fees for any Renewal Term will be paid in full annually on the relevant anniversary of the Effective Date.

This Data Processing Addendum ("**DPA**") is incorporated into the agreement(s) under which Mark43 has agreed to provide Software and Services to Subscriber (the "**Agreement**").

1. **Definitions.** For purposes of this DPA, "**Subprocessor**" means a Mark43 Affiliate or other third party engaged by Mark43 for the purpose of hosting, storing or otherwise processing Subscriber Data as authorized by the Agreement or otherwise in writing by Subscriber. "**Integrated Application**" shall have the meaning ascribed to it in the Agreement and if not therein defined, shall mean a third-party product, service, database, or application that will be installed, linked or enabled by Mark43 or Subscriber for use in connection with the SaaS Services. Terms not otherwise defined in this DPA have the meaning set out in the Agreement.

2. **Subscriber Data.** The obligations in this Schedule apply to Subscriber Data in the custody or control of Mark43 and its Subprocessors. They do not apply to Subscriber Data in the custody or control of any other party, including Subscriber Data under Subscriber's custody or control outside of the Services or Subscriber Data maintained by the provider of an Integrated Application or transmitted or accessed on or through an Integrated Application.

3. **Disclosure.** Mark43 will not disclose Subscriber Data to any third party except: (i) to Authorized Users; (ii) as permitted under the Agreement; (iii) to Mark43 Vendors and its Subprocessors, provided that each Mark43 Vendor and Subprocessor agrees to protect Subscriber Data in a manner substantially in accordance with this DPA; or as provided by this DPA with respect to any Disclosure Request. Notwithstanding the foregoing or anything in this DPA or elsewhere in the Agreement to the contrary, Subscriber acknowledges and agrees that (a) Mark43 utilizes major providers of cloud-based services for processing certain Subscriber Data through the Services (each, a "**Cloud Provider**"), (b) each Cloud Provider has its own data protection practices that are applicable to its delivery of services to its customers, and (c) Cloud Providers will not agree to separate data protection practices on a customer-by-customer basis; therefore, Cloud Providers will not be required to comply with the obligations in this DPA to the extent that they are inconsistent with each Cloud Provider's own data protection practices, but Mark43 will use reasonable efforts to assess that each Cloud Provider complies with its own data protection practices, which may include periodic examination of SOC 2 reports or comparable reports made available by Cloud Provider.

4. **Information Security Program.** Mark43 will implement and maintain a written information security program that contains reasonable administrative, technical and physical safeguards intended to protect Subscriber Data from unauthorized access, disclosure, use, modification, loss or destruction.

5. **Access.** Mark43 will maintain appropriate access controls to Subscriber Data, including limiting access to Subscriber Data only to personnel who require such access in order for Mark43 to provide Services to Subscriber or to otherwise exercise Mark43's rights or perform Mark43's obligations under the Agreement. Mark43 will require its personnel to protect Subscriber Data in accordance with the requirements of this DPA and will provide its personnel with appropriate information security training.

6. **Information Security.**

    1. Mark43 maintains its information security program and applicable safeguards at all Mark43 sites at which an information system that stores or otherwise processes Subscriber Data is located.

    2. Mark43 maintains network security using commercially available equipment and industry standard techniques, including firewalls, router access control lists, intrusion detection and/or prevention systems, penetration testing, vulnerability scanning, and patch management tools.

    3. Mark43 will encrypt, using industry-standard encryption tools, all Subscriber Data that Mark43: (i) transmits or sends wirelessly or across public networks; (ii) stores on laptops or removable storage media; and (iii) stores on portable devices. Mark43 will safeguard the confidentiality and availability of all encryption keys associated with encrypted Subscriber Data.

    4. Mark43 installs and maintains endpoint security measures such as anti-virus and malware protection software intended to protect Subscriber Data from malicious code.

    5. Mark43 undertakes appropriate logging and monitoring to enable recording of information security-related actions and identification of anomalous events.

6. Mark43 develops software used to deliver the Services in accordance with secure software development principles.

7. **Security Incident Management.** Unless otherwise prohibited by law, Mark43 will notify Subscriber promptly (and in any event within seventy-two (72) hours) in the event Mark43 reasonably believes that there has been any unauthorized access, acquisition, disclosure, use, modification, loss or destruction of Subscriber Data ("**Security Incident**"). Mark43 will promptly investigate the Security Incident, will take necessary steps to eliminate or contain the exposure of Subscriber Data, and will keep Subscriber informed of the status of the Security Incident. Mark43 will provide reasonable assistance and cooperation requested by Subscriber or Subscriber's designated representatives to correct, remediate, or investigate the Security Incident or to mitigate potential damage resulting from it, including any notification that Subscriber may determine appropriate to send to affected individuals, regulators or third parties.

8. **Business Continuity.** Mark43 implements appropriate disaster recovery and business continuity plans and reviews and updates such plans regularly. Back-up copies of critical business information and software are created regularly and tested to verify their integrity.

9. **Audits.** Upon Subscriber's request, Mark43 will make available to Subscriber up to once per year a copy of a third-party assessment, such as a SOC 2 or comparable report ("**Third-Party Report**"), if Mark43 has obtained such a Third-Party Report for the Services; or if Mark43 has not obtained a Third-Party Report for the Services, Subscriber may provide to Mark43 a security assessment questionnaire related to the Services, which Mark43 will complete within 30 days of receipt thereof. Such a questionnaire must be reasonable in scope and may include questions seeking verification of compliance with the terms and conditions of this DPA. All Third-Party Reports or information accessed by or otherwise disclosed to Subscriber in connection with any such review will be considered Confidential Information of Mark43.

10. **Return/Disposal.** Upon termination or expiration of the Agreement, Mark43 will cease handling Subscriber Data and will take reasonable steps to permanently delete Subscriber Data within thirty (30) days of delivery of such data to Subscriber pursuant to the Agreement. If Mark43 has any legal obligation to retain any Subscriber Data, it will comply with relevant Applicable Laws and destroy such Subscriber Data in accordance with this DPA as soon as practicable after that legally required retention period has ended. If Mark43 disposes of any paper, electronic or other record containing Subscriber Data, Mark43 will take all reasonable steps to do so by: (a) shredding; (b) permanently erasing and deleting; (c) degaussing; or (d) otherwise modifying Subscriber Data in such records to make it unreadable, unreconstructable and indecipherable.

11. **Location of Subscriber Data.** Subscriber Data stored or transmitted through the SaaS Services in Subscriber's user accounts shall be hosted by a Cloud Provider in the United States.

Statement of Work

City of Aurora

Statement of Work Overview

This Statement of Work ("SOW") outlines the Professional Services to be provided to the City of Aurora ("Subscriber") to assist with the setup, configuration and optimization of the Mark43 Applications in accordance with the Software License and Services Agreement ("SLSA") entered into by Mark43 and Subscriber in conjunction with this SOW. The Mark43 Project Team shall perform in accordance with this SOW, which shall be effective as of the Effective Date. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the SLSA.

Any changes to this document will be handled through a Change Order outlined in the Change Order Process section of this document. If a service is not listed in this document, it is not considered part of the project.

Scope of Services

Preparation and Planning

Description

Mark43 to provide overall project management and governance of the services purchased.

● Project Kickoff Activities
  ○ Welcome email
  ○ Kickoff Meeting
  ○ Customer Journey overview
  ○ SOW review
  ○ Project Team overview
  ○ Review Prerequisites
  ○ Review on-Site visits (if applicable)
  ○ Review meeting cadence
  ○ Escalation Process
	● Project Documentation / Ongoing Activities
	  ○ Project Charter, Project Plan, and Key Milestones
	  ○ Resource Scheduling
	  ○ Weekly/bi-weekly project updates
	  ○ Issue/Risk Management
	  ○ Change Order Process

Application Setup

Tenant Provisioning

Description

The table below outlines the tenants to be provisioned during the project to the Subscriber.

Tenant Type	Number of Tenants (Agencies)
Foundation Tenants (Training)	1
Production Tenants	1

The setup of a tenant includes the following configurations:

● Tenant Setup ○ Subdomain (URL)	○ Login Background ○ Report Event Number (REN)

○ Tenant Status ○ Agency Information ○ Location Bias Settings	Formatting ○ Compliance/DEX Settings ○ Upload Initial User List (Project SMEs)

Tenant Notes:

- Core foundation tenants are meant to serve as the environment where the applications and interfaces are configured, tested and validated.
  - This is the environment that training will also take place in
- Depending on scope, tenants used for data migration testing will be "cloned" from core foundation tenants.
- Production tenants will be "cloned" from core foundation tenants
- If DataLake is in-scope, provisioning can occur for both the core foundation tenant and the production tenant

RMS - Reports

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the Reports module in the RMS.

● Five (5) Report Types to be Active/Enabled ○ Offense/Incident ○ Arrest ○ Offense Modifying Supplement ○ Supplement ○ Property Evidence Summary ● Configuration of specific Report Type Cards, Fields and Attributes ○ Dependent on Report Types that are Active/Enabled ○ Mark43 will provide a list of configurable cards, fields and attributes per Report Type ● Compliance/Offense Code Upload ○ Mark43 will provide a list of configurable fields/attributes per code	● Other Tools ○ Routing Labels ○ Society Profiles ○ Report Case Status ● Default Settings for Each Report Type, including: ○ Name of the Report ○ Abbreviation ○ Display Title Format ○ Report History Settings ○ Levels of Approval ○ Creation Restriction Settings ○ Record ID / Number Sequence Formatting ○ User/Role Permissions ● Workflow Routing Assistance for Report Approval/Rejection

RMS - Cases

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the Cases module in the RMS.

● Up to five (5) Case Types ● Case Type Settings, including:	● Case Statuses ● Workflow Routing Assistance for Case

○ Case Name ○ Default Assigned Investigator ○ Default Routing Unit ○ Default Supervisor ○ Default Case Status ○ Default Due Date ○ Default Case Tasks ○ Default User and Role Permissions	Creation

RMS - Evidence

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the Evidence module in the RMS.

- Property Card Configuration - Retention Policies - Disposition Approval Settings - Storage Locations ○ Drop-Off ○ Temporary ○ Permanent	- Chain of Custody Options - Barcode Label Configuration - Label Printer Setup - Item Type Settings for Vehicles - Release Timer Settings - Review Evidence Exports to be Enabled

RMS - Warrants

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the Warrants module in the RMS.

- Warrant Creation Card - Warrant Details Card - Charge Information - NCIC / Records Workflow	- Warrant Activities - Warrant Number Configuration - Warrant Sequence

RMS - Booking

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the Booking module in the RMS.

- Form Configuration for the following form types: ○ Booking	- MNI Configuration ○ Specification of the MNI RMS identifiers that need to show up in

○ Release ○ Personal Info ○ Medical Questionnaire ○ Other Forms TBD ● Charge Code Configuration	- the Booking module (i.e. SID, NCIC Number) ○ Specification of Booking number format and generation ● Roles and Abilities

RMS - Admin: Setting Preferences

Description

The review and configuration assistance of select Administrative Settings within the RMS.

● Users, Roles and Abilities ○ Default Roles ○ Preferences for Abilities ○ Upload Users ● Permissions Configurations ○ Report Types ○ Additional Modules Enabled	● Other Admin Tools ○ Routing Labels ○ Export Presets ○ Export Release Tracking ○ Narrative Guides ○ Uploading of Fillable PDFs (if applicable) ■ Fillable PDF creation or configuration not included. Original PDFs must be provided by Subscriber. ○ Uploading of Form Templates ○ Template creation or configuration not included.Workflow Status Terminology (Draft, Rejected, Pending, Approved, Completed) ○ Global Saved Searches ○ External Links ○ Tasks

RMS - Admin: GIS/Locations

Description

The review and configuration assistance of shapefile types and other location entities that can be uploaded into the RMS. It should be noted that many of these settings are not required for RMS only usage.

● Optional Shapefile Types ○ Subdivision Polygons ■ Examples: Beats, Sectors, Districts, Reporting Areas, Zones, Quadrants, etc. ○ Address Points	● Other Optional Location Entities ○ Location Aliases ○ Street Aliases ○ Location Cautions ○ ESRI Basemap Layers

○ Street Centerlines	

RMS - Admin: Technical Requirements

Description

Depending on which applications are in-scope, Mark43 will provide consultation on any technical requirements to set up the applications.

- Installation of in-scope Mark43 Applications on supported Mobile devices and laptops/desktops - SSO Configuration - Interfaces/Print Servers 2 x Setup of Linux Server for Mark43 RMS Interface/Print Server - Interface Application Configuration	- Barcode Printing for Evidence - Setup of Evidence Barcode Label Printers - Migrations - Setup of AWS S3 Storage/Azure Cloud Storage for Migration - Setup of AWS S3 RDS/Azure Cloud RDS Instance

CAD - Dispatcher

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the Dispatcher Application in the CAD.

- Agency/Agency Code - Agency Name - Agency Abbreviation - Agency ORI - Agency Type (Police, Fire, EMS) - Disposition Required to Close Events - Automatic Event Based REN - Dispatch Area - Radio Channels - Primary Radio Channel - Radio Channel Abbreviation - Dispatch Group - Calls for Service Types - Priorities Attributes - Risk Level Attributes - CFS Types - CFS Abbreviation/Code - CFS Description - Buffer Minutes - Priority	- Units/Unit Types - Unit Type Description - Unit Type Abbreviation - Unit Type - Units - Call Sign - Unit Type - Additional Unit Types - Equipment - Agency - Dispatch Area - Station - Is Member Required - Tag Number - Shortcut Keys - Shortcut Command - Shortcut Key Combination - Command Line - Command Abbreviation - Command Line Description - On-View - Self-Initiate

■ Event Origin (Emergency Call, Non-Emergency) - Unit Statuses - Description - Abbreviation - Unit Status Transitions - Unit Timer - Event Clearing Dispositions - Description - Abbreviation	- Workspaces & Queues - Call Taker Stations - Optional Configurations - Event Labels - Service Rotations - Messaging Groups - Contact List/Rolodex - Involvement Types - Response Plans

CAD - Additional Class - Fire

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of additional classes in the CAD (example: Fire).

- Fire Stations - Response Plans - Resource Patterns - Run Order - Move Ups - Combined Calls For Service - Priority - Event Origin	- Unit Statuses - Description - Abbreviation - Unit Status Transitions

CAD - First Responder/OnScene: Police and Fire

Description

The review and configuration assistance of select reports fields, attributes, rules and settings of the First Responder Application in the CAD.

- Self-Initiate - CFS Types - Event Origins	- Shortcut Keys - Shortcut Command - Shortcut Key Combination

CAD - Admin: Settings and Preferences

Description

The review and configuration assistance of select Administrative Settings within the CAD.

- Users, Roles and Abilities - Default Roles - Preferences for Abilities	- CAD Preferences - Confirm Unassigning Events - Reason Required for Event Reactivation

○ Upload Users ● Roles/Abilities ○ Dispatcher ○ Dispatch Supervisor ○ CAD Admin	○ Additional Call for Service ○ Confirm before generating a REN ○ Radio Channels ○ Focus Map During Active Event ○ Copy Call ○ Unit Staff Counts ○ Event Labels ○ Schedule Events ○ Events Have Risk Level ○ User Drag and Drop Dispatch ○ Allow Additional Dispositions ○ Hide Modal at Login ○ Held Events ○ Audio Alerts ○ Location Preferences ○ Dex Preferences/Dex Parsing ○ Messaging ● First Responder Preferences ○ View Assigned Events ○ First Responder Can Generate REN ○ First Responder Can View Unassigned Events

CAD - Admin: GIS/Locations

Description

The review and configuration assistance of shapefile types and other location entities that can be uploaded into the CAD.

● Shapefile Types ○ Subdivision Polygons ■ Examples: Beats, Sectors, Districts, Reporting Areas, Zones, Quadrants, etc. ○ Address Points ○ Street Centerlines	● Optional Location Entities ○ Location Aliases ○ Street Aliases ○ Location Cautions ○ ESRI Basemap Layers

CAD - Admin: Technical Requirements

Description

Depending on which applications or services are in-scope, Mark43 will provide Subscriber with consultation on any technical requirements to set up the applications.

● Installation of in-scope Mark43 Applications on supported Mobile devices and laptops/desktops	● DEx Interface Deployment ● Build Desktop Integration Services v2 Installer ● Migrations

○ Note: Subscriber must ensure that their hardware and software meet Mark43 requirements for mobile devices, MDTs and workstations - SSO Configuration - Interfaces/Print Servers ○ 2 x Setup of Linux Server for Mark43 RMS Interface/Print Server ○ Interface Application Configuration	○ Setup of AWS S3 Storage/Azure Cloud Storage for Migration ○ Setup of AWS S3 RDS/Azure Cloud RDS Instance

CAD/RMS - Consortium

Description

Subscriber can dispatch for other Mark43 RMS customers with appropriate Memorandums of Understanding (MOU) between the Subscriber and other parties. The tenants must be part of a consortium which will require MOUs which can be developed during implementation and are the sole responsibility of the Subscriber and other parties. Consortium/data sharing with any other RMS customer would be subject to the same type of agreement and can be configured during implementation.

Application Enablement

Outcome: Application Enablement (For all in-scope applications)

Description

Once the initial application has been configured (**Application Setup)**, the Subscriber will validate configurations.

Parallel Processing can also be conducted by utilizing Mark43 RMS side-by-side with the Subscriber's legacy RMS system in order to ensure that Mark43 RMS is configured properly.

Mark43 will then modify or work with the Subscriber to modify the system prior to training.

- Review/validate configurations for various modules - Modify the system as necessary	Parallel Processing Activities

Mark43 Analytics/Insights Implementation

Description

A comprehensive implementation service that ensures customers are equipped to leverage Mark43 Analytics/Insights effectively. The following are in scope:

- 15 data visualization tiles, where a data visualization tile is a single query of available data, including:

- Tables
- Bar charts
- Pie Charts
- Maps
- Single Statistic

● Two, one-hour knowledge transfer sessions, focused on how to use features of the Analytics Module, such as creating/modifying a visualization, filtering data, and custom field calculations.

Training

Description

Mark43 offers a variety of Train the Trainer and Direct End User Training that can be performed on-site and/or virtually.

RMS Training Hours/Days In-Scope	5 days (Train the Trainer)
CAD Training Hours/Days In-Scope	10 days (End User Training)

Launch

Description

Mark43 to provide the Subscriber with a cutover plan to ensure a smooth transition, including launch support resources and triaging support issues. Post-launch, Mark43 will provide a clear framework to the Subscriber for communicating any issues encountered, both in the immediate and long term.

● Pre-Launch Planning 　● Cutover Checklist 　● Production Tenant Setup 　● Review Launch Support Plan and Triage Plan 　● Introduction to the Mark43 Customer Support Team 　● Launch Issue Tracker	● Launch Support 　○ In-Person or Virtual ● Post-Launch Support 　○ Continued Support 　○ Issue Tracker Meeting

Interfaces

Interfaces

Description

Mark43 and Subscriber will perform the tasks required to design, develop, optimize, test and integrate the Mark43 Applications with third party systems listed below. Each interface will require its own Interface Scope Document once the project begins.

Interface Name	Product Involved	Description
LexisNexis Crash	RMS	Import Approved Crash Reports from LexisNexis into Mark43 RMS

Quicket	RMS	Approved Quicket Crash and Citation report is created and sent from Quicket into Mark43 RMS
E911 (ANI/ALI) Intrado-Viper 911 solutions	CAD	Imports ANI/ALI information inbound to Mark43 CAD
LexisNexis CopLogic (DORS)	RMS	Citizen Reporting System – import from DORS to Mark43 RMS
Evidence.com Body Camera (Axon)	RMS/CAD	Bidirectional: Auto tagging of BWC from CAD into Evidence.com, and then, upon Mark43 report creation, auto linking is established.
Ident1 Idemia Livescan	RMS/Booking	Officer captures detainee identifying information which is sent to livescan. Intermediary entity that facilitates the integration between the JMS, the Mark43 LiveScan Integration Service, and IDEMIA. Executes Query and send file in NIST format.
RapidSOS	CAD	Displays RapidSOS caller location data inside the CAD map and allows CAD users to access the RapidSOS portal.
ShotSpotter SoundThinking	CAD	Gun shot detection system inbound into Mark43 CAD
Purvis Fire Station Alerting	CAD	Mark43 CAD event outbound to Fire Station Alerting
Genetic Security Desk	CAD	CAD Alert and Unit Location and Status Information outbound to Genetic Security Desk
NICE	RMS or CAD	CAD CFS information to NICE recording platform
ESO FRMS	RMS	Export CAD data to Fire Records Management System
Everbridge	CAD	Time sensitive notification system via multiple channels for residence and Employees. (ie: On Call page alerts)
PowerPhone	CAD	Export specific CFS events requiring a health questionnaire to be completed in PowerPhone that and import as a narrative
NCIC Prisoner Phone System	RMS/Booking	RMS interface that will transmit person data to the arrestee account in the Prisoner Phone system.

3rd Party Built Interfaces

Interfaces built by 3rd party using Mark43 partnership APIs. No development effort needed in Mark43 except provisioning accounts and providing documentation.

Interface Name	Product Involved	Description
Fusus	CAD	Export of CAD CFS to Fusus RTCC

CAD - CJIS Systems Interface/DEx

Description

Mark43 will work with the Subscriber to coordinate a successful CJIS and Data Exchange (DEx) CAD implementation through a partnership with a 3rd party CJIS systems interface provider.

● Purchase and Setup of CJIS Systems Interface server. (Subscriber is responsible for fully supporting the hardware and Operating System software). ○ Hardware Requirements: Mark43 will provide up to date documentation to the subscriber.	● Software Requirements: Mark43 will provide up to date documentation to the subscriber.

Data Migration

Description

Mark43 and Subscriber will perform the tasks required to migrate certain data from the legacy systems listed below.

Data Migration Type	Legacy System	Scope
Standard RMS Migration	Hexagon	Standard RMS Migration as part of Standard Mark43 Migration for Reports, Cases, and Evidence from a single source system (and version) and Mark43 RMS Reports - Additional Custom Fields – Refer to Appendix for details
Standard Evidence Migration	Hexagon	Standard Evidence Migration as part of Standard Mark43 Migration for Reports, Cases, and Evidence from a single source system (and version) – Refer to Appendix for details
Standard Case Migration	Hexagon	Standard Cases Migration as part of Standard Mark43 Migration for Reports, Cases, and Evidence from a single source system (and version) – Refer to Appendix for details

Project Close Out

Description

Mark43 Project Management will close out the project officially with the Subscriber and transition the Subscriber to the Mark43 Customer Success team for ongoing support and operations.

● Project Close Out Meeting ● Final Documentation Report	● Transition to Customer Success

Assumptions

- Mark43 is not responsible for configuring non-Mark43 products.
- Professional Services is limited to the Scope of Services of each offering purchased.
- Mark43 is not responsible for evaluating the Subscriber's current state practices, policies, or procedures for the purpose of process improvement or performance improvement.
- Professional Services within this Statement of Work will be delivered to Subscriber remotely unless agreed otherwise.
- When combining individual professional services offerings (Core Application Setup, Additional Reports and/or Modules, Interfaces, Data Migration and Training), there will be one (1) project management/preparation phase, one (1) application setup phase, one (1) enablement phase and one (1) launch phase.
- Creating agency specific forms or fillable PDFs to be generated from the application is not the responsibility of Mark43.
- Mark43 is not responsible for the codes (offenses, charges, etc.) or compliance mappings that will be enabled and maintained in the system.
- After the application is initially set up, the Subscriber will be able to maintain the configuration of the tenant, including users, roles and abilities.
- All configurations and content mappings are based on Mark43 default configurations. Mark43 is not responsible for the re-purposing of any fields.
- Mark43 Professional Services team will determine which support tickets directly impact the Outcomes listed herein and will manage and resolve support cases that prevent the Outcomes from being completed. Any support cases not directly impacting project Outcomes will be managed by Mark43 Customer Success and Support teams in accordance with Subscriber's agreement in place with Mark43.
- Remaining open support cases will not keep this Statement of Work open as long as all Outcomes defined herein have been performed.
- Mark43 resources will not be responsible for updating Subscriber project tracking tools and systems.
- Mark43 resources will not be responsible for creating or maintaining any internal documentation for the Subscriber regarding use of the application.

Project Scope Exclusions

The following activities and responsibilities are excluded from the scope of the implementation:
- Implementation of products or delivery of services not included within this SOW or the SLSA.
- Evaluation of Subscriber's current state practices, policies, or procedures for the purpose of process improvement or performance improvement.
- Troubleshooting of any issues not related to Mark43 software, Mark43 development, or Mark43 interfaces, unless otherwise outlined.
- Interfacing, or integrating, from or to Mark43 from other systems or third parties other than those specified in this SOW or the SLSA.
- Installation of any non-Mark43 software, servers, workstations or any other hardware.

- Export of Mark43 data to other systems or third parties other than those specified in the SLSA.

Planned On-Site Visits

During a standard Mark43 Services Engagement, Mark43 intends to be on-site with the Subscriber for the following sessions (dates to be determined in conjunction with Mark43 Project Manager).

All other work is intended to be done remotely throughout the engagement unless otherwise determined by the Statement of Work.

- Application Setup
  - Approximately 2-3 days per major workstream (RMS and/or CAD)
- Training
  - Anticipated to take place on-site
- On-Site Support
  - TBD between project teams
- Launch Support
  - 3 days
  - RMS, CAD and Project Management representatives will be in attendance

Resourcing

- Mark43 will assign project resource(s) with the appropriate skills to deliver the Professional Services, including a project manager ("Mark43 Project Manager") to serve as a single point of contact for the administration and management of the project.
- Mark43 resources may be subject to change at any time throughout the project, where the Mark43 Project Manager will notify Subscriber as soon as practicable of any such changes.
- Remote Deployment Services must be scheduled in a minimum of four (4) hour blocks.
- In the event on-site delivery is agreed upon, those tasks identified to be performed on-site shall be at a deployment location mutually agreed to by the parties. On-site Deployment Services, if any, will be scheduled in a minimum of three (3) day blocks, where one (1) day equals eight (8) hours, subject to Subscriber's local business hours, unless otherwise agreed to by the parties.
- For any on-site visits, the Subscriber will be able to provide space and schedule the appropriate resources to attend any meetings.
- Mark43 resource(s) shall work within standard business hours and will adhere to Mark43's local office holiday schedule.
- Deployment Services shall not exceed 40 hours per week.
- Subscriber must provide a minimum of two (2) weeks advance written notice to reschedule Deployment Services. Such notice may be provided via e-mail to the Mark43 Project Manager.

Change Order Process

- A Change Order may be initiated by either party through the Change Order Request Form provided by Mark43.
- Either Project Manager may request a change by email to the other party's Project Manager and the two shall jointly review.
- Until a Change Order is either executed between Subscriber and Mark43 or attached to an additional Order, the Professional Services will continue in accordance with the latest agreed version of the Statement of Work.

Miscellaneous

- Upon Mark43's acceptance of an Order, Mark43 or representative thereof shall schedule a Project Kick-off Meeting where mutual agreements on staffing and project start date will be determined. Professional Services will not commence until the Subscriber prerequisites and Project Kick-off Meeting have been completed.
- Professional Services shall expire one (1) year from the date of the Order ("Expiration Date"), unless otherwise mutually agreed upon by the parties in writing. For clarity, Deployment Services not initiated or initiated but not completed by the Expiration Date shall expire.

Roles and Responsibilities

Note: Depending on scope, some of the following tables will not apply

Project Governance Activities	
Subscriber Responsibilities	**Mark43 Responsibilities**
- Prerequisites for Subscriber - Identify key stakeholders (can be the same person) - Executive Sponsor - RMS Lead (if applicable) - CAD Lead (if applicable) - Interface Lead (if applicable) - Data Migration Lead (if applicable) - Technical Lead - Training Lead - Launch Support Lead - Project Manager - Although not mandatory, it is highly recommended that the agency also has their own internal project manager - Set aside time for regularly scheduled project status meeting, typically weekly or bi-weekly - Set aside time for regularly scheduled application practice - Alert Mark43 to any dates that are of special interest or major significance	- Kickoff Activities - Welcome email - Subscriber Kickoff Meeting - Mark43 Subscriber Journey Overview - Mark43 Professional Services Overview - Statement of Work Review (In Scope / Out of Scope) - Review of Mark43 Team, Subscriber Team and associated roles and responsibilities - Review the Status of Pre-Requisites - Weekly check-ins until completed - Review the On-Site Visit Schedule - Establish project status meeting cadence - Escalation Process - Review future Training Activities - Project Documentation / Ongoing Activities - Project Charter, Project Plan, and Key Milestones - Resource Scheduling - Weekly/bi-weekly project updates - Issue/Risk Management - Change Order Process

Application Setup Activities

Subscriber Responsibilities	Mark43 Responsibilities
- Attend configuration sessions to setup the application with the relevant decision makers and SMEs - If necessary, explain current operational practices and procedures - Make final configuration selections for field names, attributes, rules and admin settings described above - Complete any required templates to support the application setup - Provide exports of requested legacy data to assist with configuration	- Host configuration sessions to setup the application - Review and explain how fields, attributes, rules and admin settings described above can be configured - Provide best practices to the Subscriber for application setup based on operational practices - Assist Subscriber with initial configuration of fields, attributes, rules and admin settings described above - Provide any required templates to support the application setup

GIS/Location Activities

Subscriber Responsibilities	Mark43 Responsibilities
- Provide shapefile types and other location entities to Mark43 in the correct format - Based on Mark43 review and feedback, update the necessary GIS/Locations data - Ensure that the points or centerlines used for Location Entity templates are an exact text match with those provided in the shapefiles. - An ESRI Map package containing all visual components (i.e. Address Points, Centerline, Subdivisions, POIs, etc.)	- Provide Subscriber with prerequisites for shapefile types and other location entities - Review data for correct format - Upload shapefiles/other location entity data into Mark43 tenant - Review with Subscriber the GIS/Location data in the tenant - Provide an overview and assist with initial set up of the ESRI basemap

Technical Requirement Activities

Subscriber Responsibilities	Mark43 Responsibilities
- Setup 2 x Linux Server OS - Setup Evidence Label Printers - Ensure that their hardware and software meet Mark43 requirements for mobile	- Configure Linux Server for Mark43 RMS/CAD - Configure Evidence Print Service and tenant configurations for each Evidence Label

devices, MDTs and workstations ● Download CAD Dispatch Application and set install permissions ● Download FR Application and set install permissions ● Provide IDP (Identity Provider) configuration to Mark43 for SSO ● Complete DEx Interface Deployment Questionnaire ● Provide Mark43 with COM Ports and GPS Modem configuration ● Provide Mark43 with public IP(s) that will access AWS S3 data ● Provide Mark43 with VPN access for configurations	printer ● Provide link to CAD Dispatch Application and assist Subscriber with mass deployment ● Provide link to FR Application and assist Subscriber with mass deployment ● Configure Subscriber SSO access to Mark43's tenant ● Configure the DEx interface and deploy to interface server ● Build and test Desktop Integration Services, provide installer to the Subscriber ● Configure AWS S3 and provide Subscriber with AWS S3 Credentials

Training Activities	
Subscriber Responsibilities	**Mark43 Responsibilities**
● Provide a training space to train individuals, e.g. computer lab, training room, and the like, for all scheduled training sessions. ● The training space will need to be equipped with a projector so Mark43 personnel can use it to share their screen with the attendees. For all remote training sessions, the agency will need to supply speakers so the attendees can hear the session. ● Internet connection and computers for trainees to use during training. ● Subscriber will need to ensure that ***Chrome or Edge*** is installed on all computers as this is the preferred browser. ● Each trainee attending the session will need their own computer station. ● Agency provides a participant roster to Mark43 no less than 2 weeks before on-site training begins. ● Before training occurs, the agency must ensure all users have accounts and correct roles in the Mark43 system ● Subscriber will need to ensure all trainees have logged in successfully to the appropriate Mark43 software. ● For any additional training outside of what is defined within this SOW, the subscriber should follow the Change Control Process outlined in the Change Control section to	● Mark43 will provide access to our knowledge portal. ● Mark43 will provide access to agency individuals to our Learning Management System (Mark43 Academy). ● Mark43 will provide standardized training agendas, training worksheets, and scenarios to the subscriber. **Note:** Mark43 will not update these training materials after the determined go-live date. The Subscriber will need to do this on their own. ● Mark43 will partner with the subscriber to solidify dates and times of all training sessions, including weekend and overnight training sessions.

request additional training services.	

Launch Activities

Subscriber Responsibilities	Mark43 Responsibilities
● Subscriber will communicate the details of launch to their agency in a timely manner ● Subscriber will establish a process for managing and escalating issues during launch to the project team and communicate those to the wider agency ● Subscriber will provide adequate support for launch, inclusive of the identified super users ● Subscriber will send the Launch Confirmation email to the Mark43 Project Manager to confirm they are live on Mark43 ● Subscriber will escalate issues to the Mark43 project team for the first 30 days post launch ● Subscriber will transition to escalating issues through Subscriber Support from 30 days post launch onward	● Mark43 will provide the Cutover Checklist to Subscriber ● Mark43 will create and share the Support Plan for Launch & Beyond ● Mark43 will create the Launch Issue Tracker ● Mark43 will clone the Production tenant ● Mark43 will provide contracted support for launch ● Host weekly/bi-weekly Launch Issue Tracker review meeting ● Mark43 will manage issues logged in the Launch Issue Tracker for up to 30 days post launch ● Mark43 Customer Support will provide a transition call to the Subscriber for logging issues from 30 days post launch onward

CJIS Systems/DEx Interface Activities

Subscriber Responsibilities	Mark43 Responsibilities
● Setup 2 x Linux Server OS ● Setup Evidence Label Printers ● Ensure that their hardware and software meet Mark43 requirements for mobile devices, MDTs and workstations ● Download CAD Dispatch Application and set install permissions ● Download FR Application and set install permissions ● Provide IDP (Identity Provider) configuration to Mark43 for SSO ● Complete DEx Interface Deployment Questionnaire ● Provide Mark43 with COM Ports and GPS	● Configure Linux Server for Mark43 RMS/CAD ● Configure Evidence Print Service and tenant configurations for each Evidence Label printer ● Provide link to CAD Dispatch Application and assist Subscriber with mass deployment ● Provide link to FR Application and assist Subscriber with mass deployment ● Configure Subscriber SSO access to Mark43's tenant ● Configure the DEx interface and deploy to interface server ● Build and test Desktop Integration Services,

Modem configuration ● Provide Mark43 with public IP(s) that will access AWS S3 data ● Provide Mark43 with VPN access for configurations	provide installer to the Subscriber ● Configure AWS S3 and provide Subscriber with AWS S3 Credentials

Data Migration Activities	
Subscriber Responsibilities	**Mark43 Responsibilities**
● Provide full unencrypted backups of legacy systems into Cloud Storage multiple times throughout the project ● Provide DDL of legacy system where possible ● Provide Report PDFs to Cloud Storage, as well as mapping file of PDFs to Report (if Report PDFs are required for the migration) ● Provide Examples of legacy data when requested (i.e. Report Examples, Chain of Custodies, etc.) ● Provide Attachments and Mapping file in Cloud Storage for Mark43 ● Participate in Mapping Sessions for Configurations within Mark43 ● Participate in data migration meetings to discuss data migration and answer data/technical questions ● Provide a resource that is able to make decisions for the Agency in terms of data migrations ● Active participant in data validation efforts, including providing records unit members and personnel resources. This includes reviewing test rounds of data migration, providing feedback on in-scope data. ● Participate in cutover discussion for final migration of data into Mark43 ● Sign off on data migration into production tenant and validation of test rounds provided by Mark43 ● Relay data migration issues to Mark43 within 30-day support window. ● Should additional bug fixes be required after 30 days, additional implementation services can be purchased.	● Provide Cloud Storage specific to Subscriber ● Design and Execute Migration Scripts to transfer data from legacy system to Mark43 ● Work with Subscriber on mapping efforts for configurations within Mark43 ● Provide validation materials for test rounds of data migration ● Provide status updates on the data migration, run meetings about data migration, and ask questions/give feedback of data going into Mark43 ● Provide 3 test migration rounds to Subscriber of data migration. These will be used to test migration process and will be used to validate that migrated data is coming over correctly ● Train Subscriber how to validate migrated data within provided test tenants. ● Assist Subscriber in cut over process from legacy system into Mark43, including planning cut-over schedule to stop using the system. ● Migrate data into Subscriber's Production tenant ● During cutover, catch Subscriber's Production tenant up with recent changes/additions made to data between Final Migration and system cut over ● Provide 30 days of support on migration related issues and correct valid migration issues.

Appendix

Interface Scope

Data Migration Scope

Migration Scope Document – Custom Standard RMS Data Migration

Overview

This document defines the scope, roles and responsibilities for the data migration project associated with the implementation of Mark43 RMS at the Subscriber.

System Scope

The following Subscriber legacy system(s) and Mark43 module(s) will be the source(s) and target(s) of migrated data. Only those systems listed in the table below will be in scope to be migrated into Mark43. Any systems not listed will not be in scope.

Legacy System	Mark43 Module	Migration Type
Hexagon	RMS	Standard RMS Data Migration

Entity Scope

The following legacy entities are in scope for migration into Mark43. Any Mark43 entities not listed will not be in scope

Users

- Legacy Users will be migrated as Mark43 Users. Mark43 Users will have the following key data elements migrated:
  - Created Date
  - Created By
  - Updated Date
  - Updated By
  - First Name
  - Middle Name
  - Last Name
  - Suffix
  - Badge Number
  - Email Address
  - Agency Name

Locations

- Legacy Locations will be migrated as Mark43 Locations. Mark43 Locations will have the following Basic Info:
    - Created Date
    - Created By
    - Updated Date
    - Updated By
    - Street Number
    - Street Name
    - Sub Premise/Apt
    - City
    - State
    - Country
    - Zip Code
    - Longitude
    - Latitude
    - Cross Street 1
    - Cross Street 2
    - Subdivisions (District)
    - Common Place Name
    - County
- Filter(s):
    - Report Event Location, Person/Organization Home/Business Address, and Item Recovery Location are the only location in scope
- Incomplete data set or unreliable formatting
    - Mark43 reserves the right to not bring over legacy Location information as Location level data if one of the following scenarios is true:
        - If Legacy Location data does not meet Mark43 data requirements, Addresses require at least a Street Number and Street Name, Ranges require at least a Range Name, Cross Streets require at least two Street Names, and Latitude/Longitude require at least valid Latitude and Longitude
        OR
        - Legacy Location data does not maintain a reliable formatting, such as Addresses are contained in one field and consistent data entry of order is not maintained thus reliable locations cannot be built programmatically.
    - If either of these scenarios are true, Mark43 will bring over the Location data as a non-searchable legacy detail associated with the Report migrated

Basic Report Event Info

- Legacy Reports will be migrated as Mark43 Reports. Mark43 Reports will have the following Basic Event Info:
    - Created By (Report Owner)
    - Created Date
    - Updated By
    - Updated Date
    - Reporting Event Number
    - Event Date (Event Start, Event End)
    - Reporting Officer
    - Primary Agency

- - Report Type Description
    - Report Type Description data pertains to things like:
      - Offense, Supplement, Arrest, etc.
  - Report Location (1 per report)
  - Narrative
  - Case Status
  - Case Status Date
  - Submitted By/Approved By/UCR Approved by
  - Submitted Date/Approved Date/UCR Approved Date
  - Event Statistics
  - Routing Labels (Up to 4)
  - Offense Code/Charge description
    - Plain Text name of Offense Code/Charge
      - 256 Character Display Value of Attribute
    - Abbreviation of Offense Code/Charge
      - 15 Character Abbreviation Value of Attribute
  - Legacy System Name
  - Report Permissions
  - Attachments
    - Provided by Agency
- Filter(s): Only reports types that are being implemented during Mark43 implementation

People/Organizations

- Legacy People/Organizations will be migrated as Mark43 People/Organizations. Mark43 People/Organizations will have the following key details
  - People
    - Created By
    - Created Date
    - Updated By
    - Updated Date
    - First Name
    - Middle Name
    - Last Name
    - Maiden Name
    - Suffix
    - Title
    - Date of Birth
    - Birth State
    - Place of Birth
    - Date of Death
    - Juvenile (Yes/No)
    - Sex
    - Race
    - Ethnicity
    - Skin Tone
    - Language
    - SSN
    - FBI Number
    - State Id
    - Driver's License Number
    - Driver's License State
    - Driver's License Status

- - - - Home Phone Number
      - Cell Phone Number
      - Work Phone Number
      - Height
      - Weight
      - Build
      - Eye Color
      - Hair Style
      - Hair Length
      - Hair Color
      - Facial Hair
      - Scars/Marks/Tatoos
      - Monikers/Aliases (Up to 2)
      - Email (Up to 2)
      - Involvement Type
      - Involvement Number
      - Home Address (1)
      - Person Labels
        - Cautions
      - Gang Tracking
      - Attachments/Mugshots
        - Provided by Agency
  - Organization
    - Created By
    - Created Date
    - Updated By
    - Updated Date
    - Organization Name
    - Involvement Type
    - Involvement Number
    - Business Address (1)
    - Attachments
      - Provided by Agency
- Incomplete data set or unreliable formatting
  - Mark43 reserves the right to not bring over legacy Person information as Person Profile level data if one of the following scenarios is true:
    - If Legacy Name data does not meet Mark43 data requirements, Persons require at least a First Name and Last Name and Organizations require an organization
    - Legacy Name data does not maintain a reliable formatting, such as Legacy Persons First Name and Last Name are contained in one field and consistent data entry of order is not maintained thus reliable person profiles cannot be built programmatically.
  - If either of these scenarios are true, Mark43 will bring over the Name data as a non-searchable legacy detail associated with the Report migrated.

Items

- Legacy Items will be migrated as Mark43 Items. Mark43 Items will have the following Basic Info:
  - Created By
  - Created Date
  - Updated By
  - Updated Date

- o Item Category/Type
- o Item Description
- o Primary Color
- o Secondary Color
- o Serial Number
- o Size
- o Make
- o Model
- o Firearm Registration Number
- o Firearm Make
- o Firearm Number of Shots
- o Firearm Barrell Length
- o Firearm Grip
- o Firearm Stock
- o Firearm Finish
- o Firearm Caliber
- o Property Status
- o Property Status Date
- o Property Recovered by Officer/Name
- o Property Recovered Location
- o Property Recovered Date
- o Quantity
- o Measurement Units
- o Forfeiture Value
- o Declared Value
- o Reason for Police Custody
- o Item Identifiers (Up to 2)
- o Name Item Links
  - ▪ Owners, Operators, Etc.
- o Attachments
  - ▪ Provided by Agency
- Default(s)
  - o If no Item Category/Type is present in the legacy system and no mapping is provided, all items will be defaulted to Item

Vehicles

- Legacy Vehicles will be migrated as Mark43 Vehicles. Mark43 Vehicles will have the following Basic Info:
  - o Created Date
  - o Created By
  - o Updated Date
  - o Updated By
  - o Item Category/Type
  - o Vehicle Make
  - o Vehicle Model
  - o Description
  - o Primary Color
  - o Secondary Color

- o Vehicle Year
- o Vehicle VIN
- o Vehicle Tag
- o Vehicle Registration State
- o Vehicle Registration Year
- o Vehicle Body Style
- o Vehicle Mileage
- o Vehicle Insurance Provider
- o Vehicle Insurance Policy Number
- o Property Status
- o Property Status Date
- o Forfeiture Value
- o Recovered by Officer/Name
- o Recovered Date
- o Recovered Location
- o Declared Value
- o Towing Company
- o Towing Location
- o Towing Number
- o Reason for Police Custody
- o Item Identifiers (Up to 2)
- o Name Vehicle Links
- o Owners, Operators, Passengers, Etc.Attachments
  - ▪ Provided by Agency
- Default(s)
  - o If no Item Category/Type is present in the legacy system and no mapping is provided, all vehicles will be defaulted to Vehicle

Provided Attachments

- Legacy Attachments will be migrated as Mark43 Attachments. Mark43 Attachments will have the following Basic Info:
  - o Created Date
  - o Created By
  - o Updated Date
  - o Updated By
  - o Attachment File Name
  - o Attachment Type
  - o Attachment Description
  - o Attachments
- Note(s):
  - o Agency must either have database level connections between Attachments and Reports **OR** provide a mapping file between Attachment to Reports

Exclusions

The following legacy entities are **not** in scope for migration:
- Cases

- Warrants
- Chain of Custodies
- NIBRS/UCR Offense Codes

Assumptions

- The data migrated into Mark43 does not represent the full audit history of the legacy system. Entities will be migrated with the latest associated metadata: created date, created by, modified date, modified by.
- Any changes to the scope prior to the completion of the migration project may impact the project timeline and/or services cost and will be managed through Change Management Form
- All entities in scope for migration must conform to Mark43's data model.
- Additional details on entity scope and the target Mark43 data model are outlined in the attached Migration Questionnaire document.
- The Project Plan has critical path dependencies requiring Mark43 and Subscriber to work closely to meet the planned timeline. See Appendix A for sample project plan
- Mark43 does not create data where data is missing data in the legacy system. If one of the above key data elements does not exist within Subscriber's data set, that field will be NULL, unless it is required for the record to migrate successfully and will be defaulted to a value by Mark43
- All legacy reports will be migrated to Completed state.

Roles & Responsibilities

Data Access

- **Subscriber** will provide full unencrypted backups of all in-scope databases in one of the following formats: MS SQL Server, Oracle, MySQL, or CSV. **Subscriber** will deliver these backups to a secure Mark43 AWS S3 bucket.
- **Subscriber** will provide in-scope legacy database backups in a consistent file format with consistent table structure and field types
  - **Subscriber** will clearly communicate and coordinate any required changes with Mark43 and will revert changes based on feedback from Mark43
- **Subscriber** will generate and deliver all in-scope attachments (photos, diagrams, PDFs, mugshots, etc.) to a secure Mark43 S3 bucket.

Data Cleanup

Mark43 does not perform any data cleanup, deduplication, merging, or consolidation tasks as part of the data migration project. **Subscriber** is responsible for performing data cleanup tasks in the legacy RMS prior to delivering data to Mark43.

Examples of data cleanup tasks **Subscriber** should perform in the legacy RMS are:
- Consolidate duplicate records
- Remove invalid administrative test records

Mark43 highly encourages **Subscriber** to perform pre-migration data cleanup tasks to mitigate data quality issues. If **Subscriber** is unable to perform data cleanup in the legacy RMS prior to the final data migration into Mark43, **Subscriber** will be responsible for data cleanup in Mark43.

Mapping

- **Subscriber** will map the following legacy reference values to Mark43 reference values prior to migration into Mark43 if applicable:
  - File Attachments to Report Event Number
  - Attributes

Development

- **Mark43** will ensure all in scope entities are supported by the migration framework prior to Go Live
- **Mark43** will develop the ETL (Extract, Transform, Load) code to migrate the data from the legacy system(s) to Mark43 RMS

Validation

- **Mark43** will perform test migrations into a tenant accessible by Subscriber as specified in the Implementation Plan
- **Mark43** will perform a high-level general review of migrated data
- **Subscriber** will perform a thorough, in-depth review of migrated data
- **Mark43** will guide **Subscriber** in a data validation and review process. Examples of review guidance Mark43 will provide are:
  - Identify specific records with data quality issues requiring special attention
  - Share a review guideline checklist to aid **Subscriber** in validating specific key information within various migrated record categories
- **Subscriber** will share printouts and/or screenshots of legacy records as requested by Mark43
- **Subscriber** will perform field-level data validation on the migrated data
- **Subscriber** will perform functionality testing on the migrated data by performing test workflows on the migrated data
- **Subscriber** will perform NIBRS/UCR validation with assistance from their State/Regional NIBRS/UCR office
- **Subscriber** will log bugs and mapping change requests found during migrated data validation
- **Mark43** will correct valid bugs and make mapping change requests until the attached Data Migration User Acceptance Criteria requirements are met or the Go Live migration commencement date has arrived
  - *Mark43 is not responsible for performing data cleansing activities to correct data quality issues in the legacy database (i.e., de-duplication of duplicated names from the legacy system)*
- **Subscriber** can perform any additional validation by Subscriber resources as seen fit by the Subscriber
- **Mark43** is not responsible for providing any additional validation services for migrated data

Migration Scope Document - Cases

Overview

This document defines the scope, roles and responsibilities for the data migration project associated with the implementation of Mark43 RMS at the Subscriber.

System Scope

The following Subscriber legacy system(s) and Mark43 module(s) will be the source(s) and target(s) of migrated data. Only those systems listed in the table below will be in scope to be migrated into Mark43. Any systems not listed will not be in scope.

Legacy System	Mark43 Module	Migration Type
Hexagon	RMS	Cases

Entity Scope

The following legacy entities are in scope for migration into Mark43:

Users

- Legacy Users will be migrated as Mark43 Users. Mark43 Users will have the following key data elements migrated:
    - Created Date
    - Created By
    - Updated Date
    - Updated By
    - First Name
    - Last Name
    - Badge Number
    - Email
    - Agency
- Filter(s): None
- Default(s): All migrated users will be migrated as disabled, as historical users must be migrated to maintain the historical data. Mark43 Product Delivery will work with the customer to make sure the current users are activated and have the proper security.

Cases

- Legacy Cases will be migrated as Mark43 Cases. Mark43 Cases will have the following key data elements migrated:
    - Created Date
    - Created By
    - Updated Date
    - Updated By
    - Case Number
    - Case Title
    - Reporting Event Number
        - Sometimes referred to as Incident Number, Report Number
    - Assigned Personnel Unit
    - Assigned Date
    - Due Date
    - Closed by Unit

- - Closed by Division
    - Case Status
    - Case Status Date
    - Case Status Updated By
    - Case Assignee
    - Case Assignment Date
    - Case Assignment Made By
    - Case Supervisor
    - Case Type
      - Case Type Name
      - Case Type Abbreviation
    - Case Access Permissions
    - Case Notes
      - Note Content
      - Note Title
      - Note Author
    - Attachments
      - Attached to the Case Notes
- Default(s):
  - If there are no Case Types available in the legacy system, all Cases will come over with a Case Type of IMPORTED CASE
- Note(s):
  - People, Organizations, Items, Vehicles, and Reports associated with the case are connected to the case through the Reporting Event Number. For this data to be brought into Mark43, a report or evidence migration must be purchased.

Exclusions

The following legacy entities are **not** in scope for migration:
- Items
- Vehicles
- Warrants
- Chain of Custodies
- Offense Codes
- Charges
- Reports
- Names

Assumptions

- The data migrated into Mark43 does not represent the full audit history of the legacy system. Entities will be migrated with the latest associated metadata: created date, created by, modified date, modified by.

- Any changes to the scope prior to the completion of the migration project may impact the project timeline and/or services cost and will be managed through Change Management Form
- All entities in scope for migration must conform to Mark43's data model.
- Additional details on entity scope and the target Mark43 data model are outlined in the Migration Questionnaire document.
- The Project Plan has critical path dependencies requiring Mark43 and Subscriber to work closely to meet the planned timeline. See Appendix A for sample project plan
- Mark43 does not create data where data is missing data in the legacy system. If one of the above key data elements does not exist within Subscriber's data set, that field will be NULL, unless it is required for the record to migrate successfully and will be defaulted to a value by Mark43

Roles & Responsibilities

Data Access

- **Subscriber** will provide full unencrypted backups of all in-scope databases in one of the following formats: MS SQL Server, Oracle, MySQL, or CSV. **Subscriber** will deliver these backups to a secure Mark43 AWS S3 bucket.
- **Subscriber** will provide in-scope legacy database backups in a consistent file format with consistent table structure and field types
  - **Subscriber** will clearly communicate and coordinate any required changes with Mark43 and will revert changes based on feedback from Mark43
- **Subscriber** will generate and deliver all in-scope attachments (photos, diagrams, PDFs, mugshots, etc.) to a secure Mark43 S3 bucket.

Data Cleanup

Mark43 does not perform any data cleanup, deduplication, merging, or consolidation tasks as part of the data migration project. **Subscriber** is responsible for performing data cleanup tasks in the legacy RMS prior to delivering data to Mark43.

Examples of data cleanup tasks **Subscriber** should perform in the legacy RMS are:
- Apply record retention policies
- Consolidate duplicate records
- Remove invalid administrative test records

Mark43 highly encourages **Subscriber** to perform pre-migration data cleanup tasks to mitigate data quality issues. If **Subscriber** is unable to perform data cleanup in the legacy RMS prior to the final data migration into Mark43, **Subscriber** will be responsible for data cleanup in Mark43.

Mapping

Subscriber will map the following legacy reference values to Mark43 reference values prior to migration into Mark43 if applicable:
- User Emails
- Attributes
- Case Permissions

- Case Types

Development

- **Mark43** will ensure all in scope entities are supported by the migration framework prior to Go Live
- **Mark43** will develop the ETL (Extract, Transform, Load) code to migrate the data from the legacy system(s) to Mark43 RMS and/or Evidence

Validation

- **Mark43** will perform test migrations into a tenant accessible by Subscriber as specified in the Implementation Plan
- **Mark43** will perform a high-level general review of migrated data
- **Subscriber** will perform a thorough, in-depth review of migrated data
- **Mark43** will guide Subscriber in a data validation and review process. Examples of review guidance Mark43 will provide are:
  - Identify specific records with data quality issues requiring special attention
  - Share a review guideline checklist to aid **Subscriber** in validating specific key information within various migrated record categories
- **Subscriber** will share printouts and/or screenshots of legacy records as requested by Mark43
- **Subscriber** will perform field-level data validation on the migrated data
- **Subscriber** will perform functionality testing on the migrated data by performing test workflows on the migrated data
- **Subscriber** will perform NIBRS/UCR validation with assistance from their State/Regional NIBRS/UCR office
- **Subscriber** will log bugs and mapping change requests found during migrated data validation
- **Mark43** will correct valid bugs and make mapping change requests until the attached Data Migration User Acceptance Criteria requirements are met or the Go Live migration commencement date has arrived
  - *Mark43 is not responsible for performing data cleansing activities to correct data quality issues in the legacy database (i.e., de-duplication of duplicated names from the legacy system)*
- **Subscriber** can perform any additional validation by Subscriber resources as seen fit by the Subscriber
- **Mark43** is not responsible for providing any additional validation services for migrated data

Migration Scope Document – Evidence

Overview

This document defines the scope, roles and responsibilities for the data migration project associated with the implementation of Mark43 Evidence at the Subscriber.

System Scope

The following Subscriber legacy system(s) and Mark43 module(s) will be the source(s) and target(s) of migrated data. Only those systems listed in the table below will be in scope to be migrated into Mark43. Any systems not listed will not be in scope.

Legacy System	Mark43 Module	Migration Type
Hexagon	Evidence	Evidence

Entity Scope

The following legacy entities are in scope for migration into Mark43:

Users

- Legacy Users will be migrated as Mark43 Users. Mark43 Users will have the following key data elements migrated:
    - Created Date
    - Created By
    - Updated Date
    - Updated By
    - First Name
    - Last Name
    - Badge Number
    - Email
    - Agency
- Filter(s): None
- Default(s): All migrated users will be migrated as disabled, as historical users must be migrated to maintain the historical data. Mark43 Product Delivery will work with the customer to make sure the current users are activated and have the proper security.

Locations

- Legacy Locations will be migrated as Mark43 Locations. Mark43 Locations will have the following key data elements migrated:
    - Created Date
    - Created By
    - Updated Date
    - Updated By
    - Street Number
    - Street Name
    - Sub Premise/Apt
    - City
    - State
    - Country
    - Zip Code
    - Longitude

- - Latitude
  - Cross Street 1
  - Cross Street 2
- Filter(s): Recovery Address of the items that have been taken into Police Custody and Home address of the Item Owner
- Incomplete data set or unreliable formatting
  - Mark43 reserves the right to not bring over legacy Location information as Location level data if one of the following scenarios is true:
    - If Legacy Location data does not meet Mark43 data requirements, Addresses require at least a Street Number and Street Name, Ranges require at least a Range Name, Cross Streets require at least two Street Names, and Latitude/Longitude require at least valid Latitude and Longitude
      OR
    - Legacy Location data does not maintain a reliable formatting, such as Addresses are contained in one field and consistent data entry of order is not maintained thus reliable locations cannot be built programmatically.
  - If either of these scenarios are true, Mark43 will bring over the Location data as a non-searchable legacy detail associated with the Evidence Item migrated or Person migrated.

Names

- Legacy Names will be migrated as Mark43 Names. Mark43 Names will have the following key data elements migrated:
  - Created Date
  - Created By
  - Updated Date
  - Updated By
  - Persons
    - First Name
    - Middle Name
    - Last Name
    - Social Security Number
    - Driver's License Number
    - Driver's License State
    - Date of Birth
    - Sex
    - Race
    - Phone Number Home
    - Phone Number Work
    - Phone Number Cell
    - Home Address
      - One address per person
  - Organization
    - Organization Name
    - Organization Type
    - Phone Number Home
    - Phone Number Work
    - Phone Number Cell
    - Organization Address
      - One address per organization
  - Attachments

- Filter(s): Item Owners of items taken into Police Custody
- Incomplete data set or unreliable formatting
  - Mark43 reserves the right to not bring over legacy Person information as Person Profile level data if one of the following scenarios is true:
    - If Legacy Name data does not meet Mark43 data requirements, Persons require at least a First Name and Last Name and Organizations require an organization
    - **OR**
    - Legacy Name data does not maintain a reliable formatting, such as Legacy Persons First Name and Last Name are contained in one field and consistent data entry of order is not maintained thus reliable person profiles cannot be built programmatically.
  - If either of these scenarios are true, Mark43 will bring over the Name data as a non-searchable legacy detail associated with the Evidence Item migrated.

Reports

- Legacy Reports will be migrated as Mark43 Reports. Mark43 Reports will have the following key data elements migrated:
  - Created Date
  - Created By
  - Updated Date
  - Updated By
  - Reporting Event Number
  - Case Status
    - Case status will be migrated as Migration Closed
      - The parent attribute will be set to INACTIVE so that records do not show up as new reports
  - Submitted by
  - Submitted Date
  - Approved By
  - Approved Date
  - UCR Approved By
  - UCR Approved Date
  - Attachments
  - Report Permissions
- Filter(s): Custodial Property reports of items taken into Police Custody
- Default(s):
  - Report Creation
    - If there are no Custodial Property Reports (sometimes referred to as Property/Inventory Reports) in the legacy system, Mark43 will build the Custodial Property Report based off the Evidence Item's source reporting event number, as Custodial Property Reports are required to house evidence items within Mark43. Default values will be used if Mark43 must build the reports

Items

- Legacy Items will be migrated as Mark43 Items. Mark43 Items will have the following key data elements migrated:
  - Created Date

- Created By
- Updated Date
- Updated By
- Item Category
- Item Description
- Primary Color
- Secondary Color
- Serial Number
- Item Make
- Item Model
- Biohazard
- Vehicle Details:
  - Vehicle Make
  - Vehicle Model
  - License Plate
  - VIN
  - Year
  - Registration State
  - Registration Year
  - Registration Type
  - Body Type
  - Mileage
  - Insurance Name
  - Insurance Policy Number
- Firearm Details:
  - Firearm Make
  - Registration Number
  - Caliber
  - Number of Shots
  - Alteration Indicated
  - Barrel Length
  - Grip
  - Stock
  - Finish
- Drug Details:
  - Measurement Unit
- Property Status
  - All Statuses will be mapped to IN_POLICE_CUSTODY as a parent status
- Reason for Police Custody
- Forfeiture Amount
- Item Recovered By
- Declared Value
- Owner Notified
- Quantity
- Sequence Number
- Name Item Links
  - Owner, Operator, Etc.
- Recovered Location
- Barcode
- Additional Item Identifiers
  - Unique searchable item identifiers not listed above
- Responsible Officer

- - Attachments
  - Filter(s): Items taken into Police Custody
  - Default(s)
    - If no Item Type is present in the legacy system and no mapping is done, all items will be defaulted to Item Type – Item.
      - The Mark43 Item Type attribute is a generic bucket to categorize items, such as firearms, drugs, items, etc.
    - If Sequence Numbers of items are not unique by Reporting Event Number for items, Mark43 will assign new sequence numbers to the items. Mark43 requires a unique sequence number by Reporting Event Number, and the original Sequence Number will be migrated as a legacy detail
  - Incomplete Data Set
    - Mark43 requires that all items have an Item Category. If there is an item without an Item Category, it will be defaulted to a MIGRATED ITEM with an Item Type of Item
      - The Mark43 Item Category attribute is a specific identification of an item, such as marijuana, household goods, alcohol, etc.

Chain of Custodies

- Legacy Chain of Custodies will be migrated as Mark43 Chain of Custodies. Mark43 Chain of Custodies will have the following key data elements migrated:
  - Created By
  - Created Date
  - Updated By
  - Updated Date
  - Chain Event Type
    - Types will have a chain event category of MIGRATED or DISPOSITIONED
  - Chain of Custody Date
  - Chain of Custody Officer
  - Received By
  - Chain of Custody Details
  - Storage Facility
  - Storage Location
  - Storage Location Barcode
  - Disposition Event Type
  - Disposition User
  - Disposition Comment
  - Retention Policy
    - Retention policies will be migrated as one retention policy for all items or buckets of retention periods that can be set programmatically
  - Staff Remarks
  - Staff Remark Date
  - Staff Remark Author
- Filter(s): Chains of Custodies of Items taken into Police Custody
- Default(s):
  - If there is no Chain of Custody associated with an Item taken into Police Custody, a default Chain of Custody Event and Storage Location will be used
    - Migrated as the Chain Event
    - Migration Location as the Storage Location in the Main Facility
  - If Storage Locations are used to show Disposition Statuses (Destroyed, Returned to Owner, Auctioned, etc.), a disposition event will be created instead of the Storage Location being used

- Duplicate Chain Event Times
  - If the legacy system allows for Chain of Custody Events to happen at the exact same date and time, Mark43 cannot guarantee they will show in the same order.

Exclusions

The following legacy entities are **not** in scope for migration:
- Offense Codes
- RMS Reports
- Items not taken into Police Custody

Assumptions

- The data migrated into Mark43 does not represent the full audit history of the legacy system. Entities will be migrated with the latest associated metadata: created date, created by, modified date, modified by.
- Any changes to the scope prior to the completion of the migration project may impact the project timeline and/or services cost and will be managed through Change Management Form
- All entities in scope for migration must conform to Mark43's data model.
- Additional details on entity scope and the target Mark43 data model are outlined in the attached Migration Questionnaire document.
- The Project Plan has critical path dependencies requiring Mark43 and Subscriber to work closely to meet the planned timeline. See Appendix A for sample project plan
- Mark43 does not create data where data is missing data in the legacy system. If one of the above key data elements does not exist within Subscriber's data set, that field will be NULL, unless it is required for the record to migrate successfully and will be defaulted to a value by Mark43

Roles & Responsibilities

Data Access

- **Subscriber** will provide full unencrypted backups of all in-scope databases in one of the following formats: MS SQL Server, Oracle, MySQL, or CSV. **Subscriber** will deliver these backups to a secure Mark43 AWS S3 bucket.
- **Subscriber** will provide in-scope legacy database backups in a consistent file format with consistent table structure and field types
  - **Subscriber** will clearly communicate and coordinate any required changes with Mark43 and will revert changes based on feedback from Mark43
- **Subscriber** will generate and deliver all in-scope attachments (photos, diagrams, PDFs, mugshots, etc.) to a secure Mark43 S3 bucket.

Data Cleanup

Mark43 does not perform any data cleanup, deduplication, merging, or consolidation tasks as part of the data migration project. **Subscriber** is responsible for performing data cleanup tasks in the legacy RMS prior to delivering data to Mark43.

Examples of data cleanup tasks **Subscriber** should perform in the legacy RMS are:
- Apply record retention policies
- Consolidate duplicate records
- Remove invalid administrative test records

Mark43 highly encourages **Subscriber** to perform pre-migration data cleanup tasks to mitigate data quality issues. If **Subscriber** is unable to perform data cleanup in the legacy RMS prior to the final data migration into Mark43, **Subscriber** will be responsible for data cleanup in Mark43.

Mapping

Subscriber will map the following legacy reference values to Mark43 reference values prior to migration into Mark43 if applicable:
- User Emails
- Attributes
- Report Permissions
- Custodial Chain Event Types
- Custodial Storage Locations

Development

- **Mark43** will ensure all in scope entities are supported by the migration framework prior to Go Live
- **Mark43** will develop the ETL (Extract, Transform, Load) code to migrate the data from the legacy system(s) to Mark43 RMS and/or Evidence

Validation

- **Mark43** will perform test migrations into a tenant accessible by Subscriber as specified in the Implementation Plan
- **Mark43** will perform a high-level general review of migrated data
- **Subscriber** will perform a thorough, in-depth review of migrated data
- **Mark43** will guide Subscriber in a data validation and review process. Examples of review guidance Mark43 will provide are:
  - Identify specific records with data quality issues requiring special attention
  - Share a review guideline checklist to aid **Subscriber** in validating specific key information within various migrated record categories
- **Subscriber** will share printouts and/or screenshots of legacy records as requested by Mark43
- **Subscriber** will perform field-level data validation on the migrated data
- **Subscriber** will perform functionality testing on the migrated data by performing test workflows on the migrated data
- **Subscriber** will perform NIBRS/UCR validation with assistance from their State/Regional NIBRS/UCR office

- **Subscriber** will log bugs and mapping change requests found during migrated data validation
- **Mark43** will correct valid bugs and make mapping change requests until the attached Data Migration User Acceptance Criteria requirements are met or the Go Live migration commencement date has arrived
  - *Mark43 is not responsible for performing data cleansing activities to correct data quality issues in the legacy database (i.e., de-duplication of duplicated names from the legacy system)*
- **Subscriber** can perform any additional validation by Subscriber resources as seen fit by the Subscriber
- **Mark43** is not responsible for providing any additional validation services for migrated data

Data Migration Appendix A – Sample Project Plan

Task	Duration	Resource
Approve Data Migration Scope Document	0	AGENCY
Establish legacy database connection(s)	5d	AGENCY
Fill out initial field mapping document	5d	AGENCY
Finalize field mapping document with Mark43	10d	JOINT
Perform reference value mapping	15d	AGENCY
Round 1 Development & Test Migration*	25d	JOINT
Round 2 Development & Test Migration*	25d	JOINT
Round 3 Development & Test Migration*	25d	JOINT
Sign off on migration ETL	0	AGENCY
Migrate data into final production tenant	5d	M43
Validate migrated data in final production tenant	1d	AGENCY
Migrate catch-up data into final production tenant	1d	M43
Validate migrated catch-up data in final production tenant	1d	AGENCY