AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
MARK43, INC.
for
HARBOR POLICE DEPARTMENT (HPD)
COMPUTER AIDED DISPATCH (CAD) SYSTEM AND SERVICES
AGREEMENT NO. 114-2024SN

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("District" or "Subscriber") and MARK43, INC., a Delaware Corporation ("Service Provider" or "Mark43"). "Agreement" as used herein and in the attachments hereto refers to this Agreement and its attachments, which are hereby incorporated herein. The parties agree to the following:

1. **SCOPE OF SERVICES**.

    a. Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment B, Statement of Work. Service Provider shall keep the Executive Director of the District or their designated representative reasonably informed of the progress of said services at all times.

    b. Additionally, Service Provider shall grant to District the software licenses and maintenance and support services pursuant to the terms set forth in the Software License and Services Agreement ("SLSA") included as Attachment A. To the extent any terms in Attachment A conflict with any terms in this Agreement, the terms of this Agreement will control with respect to such conflicts.

2. **TERM OF AGREEMENT.** This Agreement shall commence as of March 1, 2025 (the "Effective Date") and shall terminate on February 28, 2030 (the "Initial Term"), subject to earlier termination as provided below and in the SLSA. Upon expiration of the Initial Term or any Renewal Term, this Agreement will renew for three years as set forth on Schedule C of the SLSA (each, a "Renewal Term") at the rates set forth on Schedule C or as otherwise notified to the District by Service Provider

pursuant to Section 5.1 of the SLSA, if District provides the Service Provider with written notice of renewal at least thirty (30) days prior to the expiration of the then-current term.

3.   **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Schedule C – Order Form of the SLSA and Attachment C -- Compensation and Invoicing; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein. To the extent any terms in Attachment C conflict with any terms in Schedule C -Order Form of the SLSA, the terms of Schedule C – Order Form of the SLSA will control with respect to such conflicts; provided, however that the parties acknowledge and agree that the requirements of Attachment B with respect to the form and content of invoices to be submitted to the District shall control as to that specific subject matter.

   a.   **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed $1,079,055. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, Service Provide shall promptly notify the District in writing and an amendment to this Agreement approved by District is required before additional fees and costs are incurred.

   b.   **Progress Documentation.** During the implementation period, Service Provider shall provide District progress reports in a format and on a schedule as mutually agreed upon by the parties and in accordance with the Statement of Work.

4.   **RECORDS.**

a.   Service Provider shall maintain accurate records regarding the services performed under this Agreement.

b.   Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

c.   Service Provider understands and agrees that District, at all times under this Agreement, has the right to review, upon request and reasonable advance notice, project documents and work in progress and to audit records which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District.

5.   **SERVICE PROVIDER'S SUB-CONTRACTORS.**

a.   It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's sub-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

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b.   There are no firms that the District has pre-approved as Service Provider's sub-contractors to provide services under this Agreement.

c.   Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit the documentation relating to services being provided under this Agreement. This clause shall also require Service Provider's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6.   **COMPLIANCE**.

a.   In performance of this Agreement, Service Provider and Service Provider's sub-contractors shall, to the extent applicable to them, comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.

b.   Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of its obligations under this Agreement as exist now or as may be added or amended.

7.   **INDEPENDENT ANALYSIS**. Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of

information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

8. **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 (as defined in Section 1 of the SLSA) 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; provided that the relevant party shall provide notice of any such transfer to the other party and updated contact information as appropriate and to the extent applicable. 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.

9. **Reserved**.

10. **INSURANCE REQUIREMENTS.**

a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

    (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars ($1,000,000) per Occurrence and two million dollars ($2,000,000) Aggregate for bodily injury, personal injury and property damage.

        (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed $5,000 unless District has

approved of a higher deductible or self-insured retention in writing.

(b)   The Commercial General Liability policy shall include or be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District (or equivalent form). An exemplar endorsement is attached (Exhibit A, Certificate of Insurance).

(c)   The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.

(d)   The Commercial General Liability policy shall include or be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").

(2)   Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars ($1,000,000) combined single limit per accident for bodily injury and property damage.

(3)   Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars ($1,000,000) each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.

(4)   Professional Liability insurance in the amount of $1,000,000 per claim and $1,000,000 aggregate.

    (a)   At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.

    (b)   Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.

    (c)   All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.

(5)   Umbrella or Excess Liability insurance with limits no less than one million dollars ($1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.

b.   Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit A and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. To the extent obtainable all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation, except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days. Service

Provider shall also provide notice to District in the event of cancellation of, or any reduction in, the stated coverages of insurance unless substantially similar coverage is obtained.

c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.

d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.

11. **Reserved.**

12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

13. **ADVICE OF COUNSEL; GOVERNING LAW.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the

negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.

14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

15. **INTEGRATION AND MODIFICATION.** This Agreement, including all attachments and exhibits hereto, contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

16. **TERMINATION.** In addition to the grounds for termination otherwise set forth in this Agreement and any other rights and remedies allowed by law and in equity, the District may, following the date that is one year from the date of Go Live, and by no less than ninety (90) days' written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. The District shall pay the Service Provider as full compensation for work performed in accordance with the terms of this Agreement until such termination: (1) the unit or pro rata price for any delivered and accepted portion of the work and (2) a reasonable amount, including without limitation costs of termination, not otherwise

recoverable from other sources by the Service Provider, as approved by the District, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price for the year of term in which the termination occurs. In no event shall the District be liable for any loss of profits as a result of such termination. District's termination of this Agreement for convenience shall not preclude District from taking any action in law or equity against Service Provider for any matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.

17. **DAMAGES FOR DELAY**. If Service Provider refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, including without limitation completion of all work necessary to achieve Go Live within 6 months following the estimated Go-Live date (Month 18), or fails to complete said work within such time, and District terminates due to such failure, District will be entitled to the resulting damages caused by the delay, which damages shall be capped at the fees paid by the District during the relevant year of the Term in which such termination occurs. Damages will be the cost to District incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by District.

19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not constitute a waiver of claims against the Service Provider by the District.

20. **AVAILABILITY OF FUNDING.** The District's payment obligations under this Agreement beyond the current fiscal year are contingent upon the availability of allocated funding from which payment can be made. No legal liability on the part of the District shall arise for payment beyond June 30 of the calendar year unless funds are designated by the District through its applicable procedures and are

made available for such performance. For each succeeding fiscal period covered by this Agreement, the District 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. In the event of reduction of funding for the Agreement, District and Service Provider shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case, if no agreement is reached between District and Service Provider within 10 days of the first meeting, or if District and Service Provider determine at the first meeting that no agreement can be reached based on the modified level of funding, either party shall have the right to terminate this Agreement with thirty (30) days' written notice of termination. In the event of termination of this Agreement in accordance with the terms of this Section, Service Provider shall be entitled to retain all sums paid as of the effective date of such termination and shall be entitled to compensation for all services rendered prior to such date that have not yet been paid as of such date. In the event of termination of this Agreement pursuant to this Section, in no event shall Service Provider be entitled to any loss of profits on the portion of this Agreement so terminated.

21. **RESERVED.**

22. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

23. **EQUAL OPPORTUNITY EMPLOYMENT.** Service Provider represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, gender, gender expression, sexual orientation, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

Service Provider will, within forty-five (45) days of the effectiveness of this Agreement, provide a written statement of its commitment to diversity, equity, and

inclusion, which shall include a commitment and brief description of its plan to implement good faith efforts to recruit subconsultants and employees in a non-discriminatory manner. If Service Provider fails to provide such written statement as required, the District may provide notice of breach in accordance with this Agreement and subsequently terminate in the event such breach is not cured in accordance with this Agreement. Service Provider shall, not later than sixty (60) days prior to the expiration of each anniversary of the effective date of this Agreement, provide a written report describing Service Provider's actions and results in furtherance of its commitment to diversity, equity, and inclusion, as well as provide an updated Employment & Ownership Report in the form attached hereto as Exhibit B, or updated form provided by District. Service Provider's report shall not identify individual subconsultants and employees by name. If Service Provider fails to provide such report and/or Exhibit B, as required, the District may provide notice of breach in accordance with this Agreement and subsequently terminate in the event such breach is not cured in accordance with this Agreement.

24.　**EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by an authorized representative of the Service Provider.

　　a.　Submit all correspondence regarding this Agreement to:

> Tracey L. Sandberg, Chief Technology Officer
> Information Technology
> San Diego Unified Port District
> P.O. Box 120488
> San Diego, CA 92112-0488
> Tel.619-686-8195
> Email:tsandberg@portofsandiego.org

　　b.　The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

> Chris Merwin, CFO
> Mark43, Inc.

8 West 40th Street
2nd Floor
New York, NY 10018
Email: chris.merwin@mark43.com

a.　　List of Attachment/Exhibits attached hereto and part of this agreement:

1) Attachment A – Software License and Services Agreement

   i.   Schedule A

   ii. Schedule B

   iii. Schedule C

2) Attachment B – Statement of Work

3) Attachment C – Compensation & Invoicing

4) Exhibit A – Certificate of Insurance

5) Exhibit B – Employment and Ownership Report

6) Exhibit C – HPD CAD Requirements

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b. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT   **MARK43, INC.**

Chris Merwin

_____   _____
Magda Fernandez   Chris Merwin
Vice President, Public Safety/   Chief Financial Officer
Chief of Harbor Police

Approved as to form and legality:
    GENERAL COUNSEL

_____
By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

ATTACHMENT A
SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement is effective as of the Effective Date (as defined above) by and between Mark43, Inc. ("**Mark43**"), with a place of business at 8 West 40th Street, 2nd Floor, New York, NY 10018, and the San Diego Unified Port District ("**Subscriber**"), with a place of business at 3165 Pacific Highway, San Diego, CA 92101.

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 <u>Schedule C</u>.

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?sourcedoc=%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 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 District, 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 set forth at **https://mark43.com/data-processing-addendum/**, which is incorporated herein by this reference, and which may be updated from time to time by Mark43, 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 <u>Schedule C</u> (the "Fees") attached hereto in accordance with the payment schedule set forth in <u>Schedule C</u>. All Fees due hereunder will be due and payable by Subscriber within thirty (30) days of the invoice date. 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. Mark43 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 1.5% of the outstanding balance per month, or the maximum rate permitted by Applicable Law, whichever is lower, from the date such payment was due until the date paid.

    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 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> or as otherwise notified to the District by Service Provider pursuant to <u>Section 5.1</u> of this SLSA, if Subscriber provides written notice of 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>. In addition to any remedies available under this Agreement and Applicable Law, 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) Reserved.

        (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 Mark43 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 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: Section 3.1 ("Ownership of Subscriber Data"), Section 4 ("Third-Party Components and Integrated Applications"), Section 6.3 ("Effect of Termination"), Section 7 ("Confidentiality"), Section 8.4 ("Disclaimer"), Section 9 ("Limitation of Liability"), Section 10 ("Indemnification"), Section 11 ("Miscellaneous") and this Section 6.4 ("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 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, subject to applicable legal requirements. 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,

subject to applicable legal requirements. 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. Mark43 hereby acknowledges that Subscriber is subject to the disclosure requirements of the California Public Records Act and the Ralph M. Brown Act.

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 Mark43Service Provider 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 Single Source Procurement. Subscriber represents that it has to its knowledge complied with all applicable laws, rules, and procedures related to this single source award to Mark43. In addition, Subscriber represents that it has followed its single source procedures, including any applicable public notice requirements, related to the award of this Agreement.

8.3 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.

8.4 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 8.3, 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 TWO (2) TIMES THE AGGREGATE AMOUNT OF FEES PAID BY SUBSCRIBER FOR THE SERVICES PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) 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 consistent with Applicable Law, 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   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:

Mark43, Inc.
8 West 40th Street
2nd Floor
New York, NY 10018
Attn: CFO
Email: chris.merwin@mark43.com

Copy to:

Mark43, Inc.
8 West 40th Street
2nd Floor
New York, NY 10018
Attn: General Counsel
Email: contractnotices@mark43.com

If to Subscriber:

San Diego Unified Port District
P.O Box 120488
San Diego, CA 92112-0488
Attn: Tracey L. Sandberg, CTO
Email: tsandberg@portofsandiego.org

11.2   **Reserved.**

11.3   Governing Law. This Agreement will be governed by the internal laws of the state in which Subscriber is geographically located, and any disputes between the parties may be resolved in a state or federal court of competent jurisdiction within the County of San Diego, California. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11.4 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.

1.2 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.

1.3 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.

1.4 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.

1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9   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 sgs.

1.10   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.

1.11   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.

1.12   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.

1.13   Reserved.

1.14   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 and Service Level Agreement
- 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.

SCHEDULE A

Support Services and Service Level Agreement

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. **Service Level Agreement**. 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 fifteen (15) 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

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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' 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.

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Requesting Department: Information Technology
Service Provider: Mark43, Inc.

<u>**SCHEDULE C**</u>

Order Form

1. <u>**Services**</u>. 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 <u>https://mark43.com/Mark43-Product-Catalogue</u>: Computer Aided Dispatch including LE First Responder (CAD); and Analytics.

    Professional Services as detailed in a Statement of Work.

2. <u>**Subcontractors**</u>. N/A

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

4. <u>**Renewal Terms**</u>. Any Renewal Terms shall be for a period of three (3) years.

5. <u>**Fees**</u>. For the Initial Term, the following Fees will apply. These fees are for the Applications as hosted on AWS GovCloud; the Applications are also available as FedRAMP Authorized for additional fees.

    Recurring Fees:

Mark43 SaaS Services—Recurring Fees	Qty (if applicable)	List Price	Price to Subscriber
ANA 1: Analytics BI Suite Viewer	Not to Exceed 10 license(s)	$1,200.00	$1,200.00
ANA 2: Analytics BI Suite Explorer	Not to Exceed 3 license(s)	$1,440.00	$1,440.00
CAD 1: CAD Dispatcher/Call-Taker	Not to Exceed 15 Telecommunicators	$54,000.00	$42,467.00
CAD 2: LE First Responder	Not to Exceed 160 total sworn	$96,000.00	$57,600.00
MOB 1 CAD: OnScene Mobile Application for CAD	Not to Exceed 160 total sworn	$76,800.00	$49,920.00
CAD 7: Real Time Route Recommendation	Not to exceed 160 total sworn	$10,000.00	Fees waived in initial term
DLK 1: Data Lake - Base	Not to Exceed 1 instance(s)	$10,000.00	$10,000.00
Subtotal - Mark43 SaaS Services		$249,440.00	$162,627.00

Mark43 Professional Services—Recurring Fees	Qty (if applicable)	List Price	Price to Subscriber
Interface Maintenance: RapidSOS	1 interface(s)	$3,000.00	$3,000.00
Interface Maintenance: NetRMS	1 interface(s)	$5,000.00	$5,000.00
Subtotal - Mark43 Recurring Professional Services		$8,000.00	$8,000.00

Partner Services—Recurring Fees	Qty (if applicable)	List Price	Price to Subscriber
PAR 6: ConnectCIC State Only	Site License for not to exceed 1 total sworn	$8,735.00	$8,735.00
Subtotal – Partner Recurring Services		$8,735.00	$8,735.00

Total Recurring Fees		**$266,175.00**	**$179,362.00***

*For the avoidance of doubt, this is the Recurring Fee that will serve as the baseline for the Recurring Fees to be charged during any Renewal Term. Additional increases may be applied at any time during the Term if required quantities increase. If authorized sworn or dispatch telecommunicator quantities increase, Mark43 will provide a cost quote for the adjusted annual cost prior to the next annual payment date.

One-Time Fees:

Mark43 Professional Services – One-Time Fees	Qty (if applicable)	List Price	Price to Subscriber
Implementation Tenant: provisioning environments for configuration, testing, and training during the implementation period	1	$162,627.00	$162,627.00
Level 3 Implementation	1 package(s)	$118,900.00	$118,900.00
Oversight - Single Platform - 10	1 package(s)	$40,000.00	$40,000.00
Data Analytics Implementation Services	1 package(s)	$12,220.00	$0.00
Standard Training Package	1 package(s)	$5,760.00	$5,760.00
Response Plan Configuration	2 days	$4,000.00	$0.00
Professional Services: GPS Coordinates	1 Each	$10,000.00	$10,000.00
Interface Development: E911 (ANI/ALI)	1 interface(s)	$0.00	$0.00
Interface Development: RapidSOS	1 interface(s)	$5,000.00	$5,000.00
Interface Development: AVL via Laptop GPS	1 interface(s)	$0.00	$0.00
Interface Development: Niche RMS or NetRMS	1 interface(s)	$15,000.00	$15,000.00
Subtotal – Professional Services		$373,507.00	$357,287.00

Partner Products/Services – One-Time Fees	Qty (if applicable)	List Price	Price to Subscriber
PAR: CommSys Implementation	1	$4,320.00	$4,320.00
Subtotal – Professional Services		$4,320.00	$4,320.00

| Total One-Time Fees | | $377,827.00 | $361,607.00 |

6. **Payment Schedule**.

a. Initial Term: Subscriber will pay the Fees detailed in Section 5 above according to the following schedule during the Initial Term.

Year	Details of Payments and Due Dates	Estimated Timeline	Amount Due
1	Year 1 Payment, due according to the following schedule:	**1 year**	**$361,607.00**
	- Effective Date (0%)		$0
	- Virtual Kickoff & Onboarding (10%)	Month 1	$36,160.70
	- Implementation Tenant Live (15%)	Month 1	$54,241.05
	- Project Kickoff Meeting Complete (15%)	Month 1	$54,241.05

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	- Application Setup Complete (10%)	*Month 6*	*$36,160.70*
	- UAT Complete (10%)	*Month 8*	*$36,160.70*
	- Training Complete (5%)	*Month 9*	*$18,080.35*
	- Pre-Go Live Interfaces Development & Testing Complete (10%)	*Month 8*	*$36,160.70*
	- Go Live Complete (10%)	*Month 10*	*$36,160.70*
	- Final Acceptance (30 Days post Go Live) (15%)	*Month 11*	*$54,241.05*
2	Year 2 Payment, due on the first anniversary of the Effective Date.	**1 year**	**$179,362.00**
3	Year 3 Payment, due on the second anniversary of the Effective Date.	**1 year**	**$179,362.00**
4	Year 4 Payment, due on the third anniversary of the Effective Date.	**1 year**	**$179,362.00**
5	Year 5 Payment, due on the fourth anniversary of the Effective Date.	**1 year**	**$179,362.00**
	FIVE (5) YEAR TOTAL	**5 years**	**$1,079,055.00**

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

Agreement No. 114-2024SN; Schedule C   Service Provider: Mark43, Inc.
Requesting Department: Information Technology

**ATTACHMENT B
STATEMENT OF WORK
San Diego Unified Port District**

Statement of Work Overview

1. **This Statement of Work ("SOW") Outlines the Professional Services Mark43 shall provide to Subscriber to assist with the setup, configuration and optimization of the Mark43 Applications in accordance with the Software License and Services Agreement ("SLSA") incorporated as part of the Agreement to which this SOW is attached. 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

Upon completion of the product feature development included in this SOW the Mark43 CAD Application will meet all of the requirements set forth in Exhibit C - HPD CAD Requirements.

2. **Preparation and Planning**
   a. **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

3. **Application Setup**
   a. **Tenant Provisioning -Description.** The table below outlines the tenants to be provisioned during the project to the Subscriber.

Tenant Type	Number of Tenants (San Diego Unified Port District)
Core Foundation Tenants (Training/Test)	1
Production Tenants	1

The setup of a tenant includes the following configurations:

∉ Tenant Setup
     ⊄ Subdomain (URL)
     ⊄ Tenant Status
     ⊄ Agency Information
     ⊄ Location Bias Settings
	○ Login Background
	 ○ Report Event Number (REN) 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
- ∉ DataLake provisioning will occur for both the core foundation tenant and the production tenant.

     b.   **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
	● Units/Unit Types
	    ○ Unit Type Description
	    ○ Unit Type Abbreviation
	    ○ Unit Type
	    ○ Units
	      ■ Call Sign
	      ■ Unit Type
	      ■ Additional Unit Types
	      ■ Equipment
	      ■ Agency
	      ■ Dispatch Area
	      ■ Station

○ 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 ■ Event Origin (Emergency Call, Non-Emergency) ● Unit Statuses ○ Description ○ Abbreviation ● Unit Status Transitions ● Unit Timer ● Event Clearing Dispositions ○ Description ○ Abbreviation	■ Is Member Required ■ Tag Number ● Shortcut Keys ○ Shortcut Command ○ Shortcut Key Combination ● Command Line ○ Command Abbreviation ○ Command Line Description ● On-View ○ Self-Initiate ● Workspaces & Queues ● Call Taker Stations ● Optional Configurations ○ Event Labels ○ Service Rotations ○ Messaging Groups ○ Contact List/Rolodex

c. **CAD - Additional Class -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

d. **CAD - First Responder -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	● Shortcut Keys ○ Shortcut Command ○ Shortcut Key Combination

e. **CAD - Admin: Setting Preferences - Description**

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

• Users ◦ User Skill • Roles/Abilities	• CAD Preferences

f.   CAD - Admin: GIS/Locations - Description

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

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

g.   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
   ⊄ Note: Subscriber must ensure that their hardware and software meet Mark43 requirements for mobile devices, MDTs and workstations
• SSO Configuration
• Interfaces Servers
   ⊄ 2 x Setup of Linux Server for Mark43 RMS Interface Servers
   ⊄ Interface Application Configuration
	• DEx Interface Deployment
	• Build Desktop Integration Services v2 Installer
	• Mark43 will provide the design documents.

4.   <u>Application Enablement and Testing</u>

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

Description

Once the initial application has been configured (**Application Setup)**, Mark43 will provide baseline practice scenario examples that can be used to validate configurations. Parallel Processing can also be conducted by utilizing Mark43 CAD side-by-side with the Subscriber's legacy CAD system in order to ensure that Mark43 CAD is configured

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

● Practice Scenario Examples
  ⊄ Review/validate configurations for various modules
  ⊄ Modify the system as necessary
	⊄ Parallel Processing Activities
	  ⊄ Review/validate configurations for various module
	  ⊄ Modify the system as necessary

5. **Mark43 Analytics Implementation**
Description

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

- 15 data visualization tiles, where a data visualization tile is a single query of available data, including:
  - o Tables
  - o Bar charts
  - o Pie Charts
  - o Maps
  - o 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.
- Up to two additional, one-hour, Ad-hoc training

6. **Training**
Description
Mark43 will provide Train the Trainer services to the Subscriber.

CAD Training		
CAD Dispatcher Direct End User	3 x 1 Day	General Navigation Queues Status Changes Units and Events Create A CAD Event Manage A CAD Event Clear A CAD Event Command Line Map and Search Tools Data Exchange (DEx)

First Responder and OnScene Train the Trainer	2 x 1 Day	Navigate the applications Manage assignments Utilize mapping features Leverage DEx Generate reports
CAD System Admin eLearning		Set up your Mark43 CAD instance Users: adding, editing, and expiring Roles: adding, editing, and expiring Edit an existing role Add a Call for Service Expire an existing Call for Service Add a new unit Expire an existing unit CAD Preferences configurations Command Line and Shortcut Key configurations Duplicate Event Search configurations Dispatch Area configurations CAD Messaging configurations Service Rotation configurations

7. **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

8. **Interfaces**
    a. **3rd Party 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	Direction	Level
NetRMS	CAD	Outbound	Custom
Rapid SOS	CAD	Inbound	Included
E911 (ANI/ALI)	CAD	Inbound	Included

    b. **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 (CommSys).

Note: The timing of this delivery

● 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).	● Software Requirements: Mark43 will provide up to date documentation to the Subscriber.

9. **Product Development**

Description

Mark43 will develop the following items for Subscriber.

RTM Requirement Reference Line	Feature	Description	Commitment Timeline
#8.3	Maritime GPS	Mark43 will show an option for visual location conversion using maritime display in the follow formats: decimal degrees (DD), degrees, minutes, and seconds (DMS) degrees, decimal, minutes (DMM)	Pre-launch

11.17, 12.5.5 and 12.7.5	Officer in Emergency Workflow	Mark43 First Responder will have an Emergency button within the application as well as a hotkey. When pressed, an emergency activation notification will be sent to all CAD Dispatch users as well as nearby First Responder users with the following information: unit ID, unit location and assigned event. The user will have an option to cancel the emergency activation.	Pre-launch
11.18	BOLOs	Mark43 will have a targeted entry and associated panel view for BOLOs. First Responder will feature a separate section within the Events List for BOLOs for easy access and readability.	Pre-launch
12.7.6	Remove Narrative Requirement	Mark43 First Responder will be updated to only require the location and call for service type for CAD event creation.	Pre-launch
12.7.2	Messaging: Message First Responder Groups Based on Dispatch Area	Messaging recipient selection will include Dispatch Area Responders. When selected, all logged on Mark43 First Responder users in that D-Area will receive the sent message.	Pre-launch
#12.7.3	Messaging: Message all units or dispatchers currently logged on	Messaging recipient selection will include an All Users option. When selected, all logged on Mark43 users in both the CAD and First Responder applications will receive the sent message.	Pre-launch

#12.7.4	Usage Logs	Mark43 will provide the ability for authorized users to access usage logs for: - User login/logout date/time - CLETS queries are currently on the roadmap for introduction in June 2025	Pre-launch
#8.2	ArcGIS Enterprise Location Services	Mark43 will provide access to underlying GIS datasets or feature services to be accessed then synced and/or replicated within a Mark43 owned and maintained Esri environment to allow administrators to replenish data with updates inherited by and available within Mark43 applications for purpose of location classification and resolution.	Pre-launch

10.   **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

11.   **Assumptions**
a.   Mark43 is not responsible for configuring non-Mark43 products.
b.   Professional Services are limited to the scope of Services of each offering purchased.
c.   Mark43 is not responsible for evaluating the Subscriber's current state practices, policies, or procedures for the purpose of process improvement or performance improvement.
d.   Professional Services within this Statement of Work will be delivered to Subscriber remotely unless agreed otherwise.
e.   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.

f. Creating agency specific forms or fillable PDFs to be generated from the application is not the responsibility ofMark43.

g. Mark43 is not responsible for the codes (offenses, charges, etc) or compliance mappings that will be enabled and maintained in the system.

h. After the application is initially set up, the Subscriber will be able to maintain the configuration of the tenant, including users, roles and abilities.

i. All configurations and content mappings are based on Mark43 default configurations. Mark43 is not responsible for the re-purposing of any fields.

j. 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.

k. Remaining open support cases will not keep this Statement of Work open as long as all Outcomes defined herein have been performed.

l. Mark43 resources will not be responsible for updating Subscriber project tracking tools and systems.

m. Mark43 resources will not be responsible for creating or maintaining any internal documentation for the Subscriber regarding use of the application.

12. **Project Scope Exclusions.** The following activities and responsibilities are excluded from the scope of the implementation:

a. Implementation of products or delivery of services not included within this SOW or the SLSA.

b. Evaluation of Subscriber's current state practices, policies, or procedures for the purpose of process improvement or performance improvement.

c. Troubleshooting of any issues not related to Mark43 software, Mark43 development, or Mark43 interfaces, unless otherwise outlined.

d. Interfacing, or integrating, from or to Mark43 from other systems or third parties other than those specified in this SOW or the SLSA.

e. Installation of any non-Mark43 software, servers, workstations or any other hardware.

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

13. **Planned On-Site Visits**

a. 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).

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

1) Application Setup

   o Approximately 2-3 days

2) Application Enablement (UAT)

   o Approximately 2-3 days

3) Training

          o   Anticipated to take place on-site
4)   Go-Live On-Site Support (3-Days – 8 hours)
          o   Two day support after hours till 9
          o   TBD between project teams

14. Resourcing

a. 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.

b. Mark43 will review any proposed resource changes with the Subscriber to ensure alignment with the transition plan. Mark43 and the Subscriber will collaborate to assess the suitability of any resource changes to ensure they meet project needs and goals. Should the Subscriber have concerns regarding the performance of a resource, they may request a change, and Mark43 will work with the Subscriber to address the issue appropriately.

c. Remote Deployment Services must be scheduled in a minimum of four (4) hour blocks.

d. 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.

e. For any on-site visits, the Subscriber will be able to provide space and schedule the appropriate resources to attend any meetings.

f. Mark43 resource(s) shall work within standard business hours and will adhere to Mark43's local office holiday schedule.

g. Deployment Services shall not exceed 40 hours per week.

h. 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.

15. Miscellaneous

a. Upon Mark43's acceptance of an Order, Mark43 or its 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.

b. 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.

Change Order Process

- A Change Order may be initiated by either party through the Change Order Request Form provided by Mark43.

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Agreement No. 114-2024; Attachment B
Requesting Department: Information Technology
Service Provider: Mark43, Inc.

- Either Project Manager may request a change by email to the other party's Project Manager and the two shall jointly review and approve
- Until a Change Order is formally 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.

16. 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 - CAD Lead (if applicable) - Interface 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 - Provide design documents.
Application Enablement Activities	
Subscriber Responsibilities	**Mark43 Responsibilities**
- Complete the Practice Scenarios examples after the application is set up - Identify specific events or a time range to use for Parallel Processing activities - Attend follow-up Q&A sessions with any questions prepared.	- Provide a Parallel Processing Tracker - Host follow-up configuration sessions scenarios and answer follow-up questions - Provide framework for and demonstrating parallel processing activities

GIS/Location Activities	
Subscriber Responsibilities	**Mark43 Responsibilities**
Provide shapefile types and other	Provide Subscriber with

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 (ie. Address Points, Centerline, Subdivisions, POIs, etc..)	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 CAD 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 Modem configuration ● Provide Mark43 with public IP(s) that will access AWS S3 data ● Provide Mark43 with VPN access for configurations	● Configure Linux Server for Mark43 CAD ● 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 ● Provide access to the Mark43 Status page to the system administrators. https://status.mark43.com/ ● Provide all technical documents necessary to set up the infrastructures such as the network diagram, server set-up SSO documentation.

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 request additional training services.	- 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.

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 • Lessons Learned Workshop (14 – 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 • 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)	• Configure Linux Server for Mark43 RMS/CAD • Provide link to CAD Dispatch Application and assist Subscriber with mass deployment • Provide link to FR Application and assist District with mass deployment • Configure Subscriber SSO access to Mark43's tenant • Configure the DEx interface and

configuration to Mark43 for SSO • Complete DEx Interface Deployment Questionnaire • Provide Mark43 with COM Ports and GPS Modem configuration • Provide Mark43with public IP(s) that will access AWS S3 data • Provide Mark43 with VPN access for configurations	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

17. High-Level Timeline

Detailed timeline to be developed during the project planning phase in conjunction with the assigned Mark43 Project Manager.

Below is an estimate of a high-level timeline:

- Project Initiation and Planning: Month 1
- App Configuration: Month 1 – Month 6
- Product Development: Month 1 – Month 3
- Interfaces:
  - o Scoping: Month 1
  - o Development: Month 2 – Month 5
  - o Testing: Month 6 – Month 7
  - o Deployment: Month 8
- End to End Testing: Months 7-8
- Application Testing (UAT): Months 7-8
- Training: Month 9
- Launch Prep: Month 10
- Launch to Project Closeout: Months 10-12

Project Timeline (by Month)	1	2	3	4	5	6	7	8	9	10	11	12
Project Imitation												
Application Configuration												
Product Development												
Interface & Testing												
Scoping												
Development												
Testing												
Development												
Application testing (include UAT)												
Training												
Launch Prep												
Launch												
Post Go LIVE/ Project closeout												

18. Milestone Acceptance Criteria

Milestones

Milestones outlined in this table may progress concurrently through the deployment. Durations are an estimate of days to complete the tasks associated to that milestone. A more detailed deployment schedule will be generated after project kick-off.

#	Milestone	Description	Estimated Duration in Business Days
1	Mark43 Virtual Onboarding	Access to Mark43 Academy "Introduction to Mark43 Implementation" Course and Mark43 Help Center for Subscriber project manager. (Additional users to be added to Mark43 Academy and Mark43 Help Center over course of project). Virtual Project Stand-Up activities as described below	20 days
2	Implementation Tenant Live	User License provisioned for Foundation/Training Implementation Tenant for Subscriber Project Manager (additional users to be added to tenant over course of project)	20 days (runs parallel with Milestone 1)
3	Onsite Project Meeting Complete	All key stakeholders have been introduced, project goals and objectives have been outlined, and the project plan has been established and agreed upon.	20 days (runs parallel with Milestone 1)
4	Application Set-up Complete	The Mark43 CAD solution is setup, configured, functional and ready for UAT to begin.	120 days (runs concurrently to Milestone 1,2,3)
5	User Acceptance Testing Complete	The user acceptance testing phase has been successfully concluded. The system has been thoroughly tested by end-users to ensure it meets all specified requirements and functions as intended for production operations.	20 days
6	Training Complete	The Training described in this SOW has been delivered	20 days
7	Pre-Go Live Interfaces Development & Testing Complete	Delivery and acceptance of interfaces required for Go-Live: NetRMS, Rapid SOS, E911 (ANI/ALI)	160 days (runs concurrently to Milestones 4)
8	Go Live Complete	The transition to the new system has been successfully executed. All operations have been switched over to the new system, and it is now fully operational for 24 hours.	20 days

9	Final Acceptance	The system has been fully operational with no major setbacks or issues for 14 consecutive days. All project deliverables from this SOW received.	21 days (30 consecutive days)

Mark43 Virtual Onboarding

Criteria	Access to the Mark43 Academy and Help Center provided to the Subscriber Project Manager, as well as log-in instructions • Welcome email and packet provided with schedule and next steps • Mark43 schedules Subscriber requirements as documented in this SOW into product and delivery roadmap • Project Governance Plan and High Level Project Schedule created and shared with Subscriber • Mark43 Project Team onboarding to Subscriber project team complete • Mark43 Project Team and Subscriber Project Team introductions and communications plan established • Mark43 provides list of data requirements for Project Kickoff Meeting
Verification Method	Subscriber will confirm access to Onboarding materials. Mark43 to provide course completion record upon request.
Participants	Mark43 Project Manager and Subscriber Project Manager
Duration	20 business days

Implementation Tenant Live

Criteria	• Foundation Subscriber Implementation Tenant created • Foundation Subscriber Implementation Tenant base configurations completed • Foundation Tenant URL for Subscriber generated (carries over through project) • The Subscriber Project Manager and Subscriber Project Lead have access to the Foundation/Training Subscriber tenant. • Welcome email and instructions to Foundation Tenant
Verification Method	Subscriber confirms access to the Foundation/Training tenant and ability to navigate to Call Taker/Dispatcher and First Responder modules
Participants	Mark43 Project Manager and Subscriber Project Manager
Duration	20 business days (runs concurrent)

Project Kickoff Meeting Complete

Criteria	• Onsite Project Meeting • Customer Journey overview • Kick-off meeting

	• SOW review • Project Team overview • Review Prerequisites • Review on-Site visits • Establish meeting cadence • Discuss and agree upon on Project Escalation Process • Detailed Firewall exception list for the Mark43 platform and applications to run smoothly within an inbound and outbound restricted environment.
Verification Method	Mark43 and Subscriber will confirm the criteria was successfully completed and both parties are comfortable moving forward with Application Set-Up.
Participants	Mark43 Project Manager and Subscriber Project Manager
Duration	20 business days (runs concurrent)

Application Set-Up Complete

Criteria	• Foundation/Training Tenant successfully configured based on workflow discovery sessions • Subscriber CAD datasets uploaded into the platform, including but not limited to Dispatch Groups, Unit IDs, Type Codes, Priorities, Disposition Codes, etc. • GIS and Mapping functional and ready for Dispatch and field operations • SSO for seamless users logon • Linux Server configured with Mark43 and all necessary configurations. • Mark43 Dispatch CAD application ready for testing per product specifications • Mark43 First Responder application ready for testing per product specifications • Mark43 iOS OnScene application ready for testing per product specifications • A datalake that securely stores near real-time CAD data, providing read-only access for Subscriber and allowing for District to copy data from the datalake. • Authorized Subscriber staff can successfully access Mark43 Admin platform to make setting or configuration changes
Verification Method	Subscriber SMEs can successfully logon to the platform, perform basic operations and confirm interfaces are ready for testing. This includes the Mark43 Dispatch, First Responder, OnScene and Admin application.
Participants	Mark43 Project Manager and Subscriber Staff
Duration	120 business days run concurrent to Milestone 1,2,3)

User Acceptance Testing Complete

Criteria	• Subscriber Dispatch SMEs will thoroughly review and test the solution against common every day Dispatch operational needs. For example going through the Event creation process, dispatching Units, mapping, etc. • Interface Testing: NetRMS, RapidSOS, e911 (ANI/ALI), AVLvia Laptop GPS, CommSys to MQ. First Responders SMEs will thoroughly review and test the solution against every day field operational needs. For example receiving an Event, changing Unit status, mapping, etc. • Subscriber Admin SMEs will thoroughly review and test the Mark43 Admin platform, making sure settings and configuration options are available and function as expected. • Formal sign-off by Subscriber, confirming the system meets the required specifications and is ready for production. • Test the pre-launch development items.
Verification Method	Subscriber working alongside Mark43 will thoroughly review and test the entire platform to confirm it meets the functional and operational requirements specified in this SOW and is ready for production use.
Participants	Mark43 Project Manager and Subscriber Project Staff
Duration	20 business days

Training Complete

Criteria	• All training sessions as described in the SOW have been delivered by Mark43.
Verification Method	Subscriber will confirm the training sessions were successfully delivered
Participants	Mark43 Project Manager and Subscriber Staff
Duration	20 business days

Pre-Go Live Interfaces Development and Testing Complete

Criteria	• Delivery and acceptance of interfaces required for Go-Live: NetRMS, RapidSOS, e911 (ANI/ALI), AVLvia Laptop GPS, CommSys to MQ • SSO for seamless user logon • Linux Server configured with Mark43 and all necessary configurations.
Verification Method	Subscriber will test and verify the interfaces are performing as expected: CommSys to MQ, NetRMS, RapidSOS, e911 (ANI/ALI), AVL via Laptop GPS.
Participants	Mark43 Project Manager and Subscriber Project Staff
Duration	160 business days, assuming no major issues

Go Live Complete

Criteria	• A detailed cutover plan has been executed

	• Interfaces operational; NetRMS, RapidSOS, E911 (ANI/ALI), AVL via Laptop GPS, CommSys to MQ. • Subscriber cutover to the Mark43 CAD solution • Mark43 designated staff onsite with additional remote support available • Subscriber designated SMEs onsite • Issues identified during Go Live are promptly logged, triaged, and tracked for resolution. • The system has been fully operational for at least 24 hours with no major issues impacting operations
Verification Method	Subscriber and Mark43 working together ensuring a successful cutover. Upon successful completion of the criteria outlined in this scope of work and the agreement that no major issues remain open based on the agreed upon SLSA, Mark43 and Subscriber will formally acknowledge the completion of the cutover process.
Participants	Mark43 Project Manager and Subscriber Staff
Duration	30 consecutive days

Final Acceptance

Criteria	• Subscriber successfully operational on the Mark43 platform (with functionality and scope defined within this SOW) for 14 consecutive days
	• No major issues or bugs severely impacting operations
	   o This includes issues or bugs that drastically increase response times
	   o Unreasonable workarounds on Dispatch or field staff that prevent ~~from~~ them from effectively performing their duties.
	   o The Mark43 solution is down/offline for any period of time. The only exception is the cause being outside Mark43's control, for example a Subscriber network outage or on-prem computer issue.

Verification Method	Subscriber stakeholders from Dispatch and Field operations will carefully monitor the solution. Major issues will be tracked and reported to Mark43 immediately. If a major problem is encountered as specified in the criteria, the 14 consecutive days starts over.
Participants	Subscriber stakeholders and SMEs
Duration	30 consecutive days assuming no major issues

ATTACHMENT C
COMPENSATION & INVOICING
San Diego Unified Port District

1. **COMPENSATION.**

   a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as follows during the Initial Term:

Year	Details of Payments and Due Dates	Estimated Timeline	Amount Due
1	Year 1 Payment, due according to the following schedule:	**1 year**	**$361,607.00**
	- Effective Date (0%)		*$0*
	- Virtual Kickoff & Onboarding (10%)	*Month 1*	*$36,160.70*
	- Implementation Tenant Live (15%)	*Month 1*	*$54,241.05*
	- Project Kickoff Meeting Complete (15%)	*Month 1*	*$54,241.05*
	- Application Setup Complete (10%)	*Month 6*	*$36,160.70*
	- UAT Complete (10%)	*Month 8*	*$36,160.70*
	- Training Complete (5%)	*Month 9*	*$18,080.35*
	- Pre-Go Live Interfaces Development & Testing Complete (10%)	*Month 8*	*$36,160.70*
	- Go Live Complete (10%)	*Month 10*	*$36,160.70*
	- Final Acceptance (30 Days post Go Live) (15%)	*Month 11*	*$54,241.05*
2	Year 2 Payment, due on the first anniversary of the Effective Date.	**1 year**	**$179,362.00**
3	Year 3 Payment, due on the second anniversary of the Effective Date.	**1 year**	**$179,362.00**
4	Year 4 Payment, due on the third anniversary of the Effective Date.	**1 year**	**$179,362.00**
5	Year 5 Payment, due on the fourth anniversary of the Effective Date.	**1 year**	**$179,362.00**
	FIVE (5) YEAR TOTAL	**5 years**	**$1,079,055.00**

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2. **INVOICING.**

   a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement.

b.   Service Provider shall include the following information on each invoice submitted for payment by District:

1)   Agreement No. 114-2024SN
2)   Dates of service provided
3)   Date of invoice
4)   A unique invoice number
5)   Description of the completed milestone (or annual renewal, as applicable)
6)   Invoice amounts due

c.   District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.

d.   Invoices shall be emailed to IT_invoices@portofsandiego.org

e.   Should District contest any portion of an invoice, that portion may be held for resolution, but the uncontested balance shall be processed for payment.

f.   Service Provider shall submit all invoices within thirty (30) days of the triggering event. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

Page 2 of 2

Agreement No. 114-2024SN; Attachment C
Requesting Department: Information Technology
Service Provider: Mark43, Inc.

EXHIBIT A
CERTIFICATE OF INSURANCE
San Diego Unified Port District

By signing this form, the authorized agent or broker **certifies** the following:

(1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.

(2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate.**

(3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to: **San Diego Unified Port District**
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096 – OR –
Email: portofsandiego@ebix.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)	SDUPD Agreement Number: _____
	This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.

CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS

	Commercial General Liability
	☐ Occurrence Form
	☐ Claims-made Form
	   Retro Date _____
	☐ Liquor Liability
	   Deductible/SIR: $_____
			Commencement Date:
			
			Expiration Date:
				Each Occurrence:
				
				$_____
				
				General Aggregate:
				
				$_____

	Commercial Automobile Liability ☐ All Autos ☐ Owned Autos ☐ Non-Owned & Hired Autos		Commencement Date: Expiration Date:	Each Occurrence: $
	Workers Compensation – Statutory Employer's Liability		Commencement Date: Expiration Date:	E.L. Each Accident $ E.L. Disease Each Employee $ E.L. Disease Policy Limit $
	Professional Liability ☐ Claims Made Retro-Active Date _____		Commencement Date: Expiration Date:	Each Claim $
	Excess/Umbrella Liability		Commencement Date: Expiration Date:	Each Occurrence: $_____ General Aggregate:$_____

CO LTR	COMPANIES AFFORDING COVERAGE	A. M. BEST RATING
A		
B		
C		
D		

A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.

Name and Address of Authorized Agent(s) or Broker(s)	E-mail Address: Phone: Fax Number:
	Signature of Authorized Agent(s) or Broker(s) Date:

Agreement No. 114-2024SN; Exhibit A
Service Provider: Mark43, Inc.

Page 1 of 2

SAN DIEGO UNIFIED PORT DISTRICT

REQUIRED INSURANCE ENDORSEMENT

ENDORSEMENT NO.	EFFECTIVE DATE	POLICY NO.

NAMED INSURED:

GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES):
All written agreements, contracts and leases with the San Diego Unified Port District
and any and all activities or work performed on district premises

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.

2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.

3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").

4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

_____
(NAME OF INSURANCE COMPANY)

_____
(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 100085 – 185
Duluth, GA 30096   – OR –
Email to: portofsandiego@ebix.com

EXHIBIT B

Employment and Ownership Report

Submitted to:

Diversity, Equity, and Inclusion
Port of San Diego

Submitted by:

Name of Business	
Contact Person	
Address	
City, State, Zip Code	
Phone Number	
E-Mail Address	
Date	
Signature	

The submittal of this information and subsequent DEI updates and/or reports required by Agreement language is for recordkeeping and tracking purposes only and will not be used as a basis for decisions, unless Service Provider fails to provide such information.

Agreement No.: 114-2024SN; Exhibit B
Service Provider: Mark43, Inc.

Page 1 of 8

A. Employment Report

Job Categories	Number of Employees – Report Employees in only one category						
	Race/Ethnicity						
	Women						
	White	Black or African American	Hispanic	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races
	A	B	C	D	E	F	G
Executives							
Mid-Level Executives							
Professionals							
Technicians							
Sales Workers							
Admin Support							
Craft Workers							
Operatives							
Laborers							
Service Workers							
Total							

A. Employment Report

Agreement No.: 114-2024SN; Exhibit B
Service Provider: Mark43, Inc.

Page 2 of 8

Job Categories	Number of Employees – Report Employees in only one category						
	Race/Ethnicity						
	Men						
	White	Black or African American	Hispanic	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races
	H	I	J	K	L	M	N
Executives							
Mid-Level Executives							
Professionals							
Technicians							
Sales Workers							
Admin Support							
Craft Workers							
Operatives							
Laborers							
Service Workers							
Total							

Job Categories	Number of Employees – Report Employees in only one category							
	Race/Ethnicity							
	Nonbinary							
	White	Black or African American	Hispanic	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Total Col A-U
	O	P	Q	R	S	T	U	V
Executives								
Mid-Level Executives								
Professionals								
Technicians								
Sales Workers								
Admin Support								
Craft Workers								
Operatives								
Laborers								
Service Workers								
Total								

B. Explanation for Completing Employment Data

Employment data must include ALL current full-time and part-time employees. Employees must be counted by sex and race/ethnic category for each of the occupational categories. You may acquire the race/ethnic information necessary for this report either by voluntary self-identification surveys of the workforce, or from post-employment records, or visual surveys of the workforce. Eliciting information on the race/ethnic identity of an employee by direct inquiry is not allowed.

For the purpose of this report, an employee may be included in the group to which they appear to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.

- White – A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

- Black or African American – A person having origins in any of the Black racial groups of Africa.

- Native Hawaiian or Other Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

- Asian – A person having origins in any of the original peoples of the Far East, Southeast Asian, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

- American Indian or Alaska Native – A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

- Two or More Races – All persons who identify with more than one of the above five races.

To assist you in determining where to place your jobs within the occupational categories, a description of job categories is as follows:

- ***Executives (Officials and Managers):*** Individuals, who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services, within the parameters approved by boards of directors or other governing bodies. Residing in the highest levels of organizations, these executives plan, direct or coordinate activities with the support of subordinate executives and staff managers. They include, in larger organizations, those individuals within two reporting levels of the CEO, whose responsibilities require frequent interaction with the CEO. Examples of these kinds of managers are chief executive officers, chief operating officers, chief financial officers, line of business heads, presidents or executive vice presidents of functional areas or operating groups, chief information officers, chief human resources officers, chief marketing officers, chief legal officers, management directors and managing partners.

- ***Mid-Level Executives***: Individuals who serve as managers, other than those who serve as Executive/Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services, or functions at group, regional or divisional levels of organizations. These managers receive directions from the Executive/Senior Level management and typically lead major business units. They implement policies, programs, and directives of executive/senior management through subordinate managers and within the parameters set by Executive/Senior Level management.   Examples of these kinds of managers are vice presidents and directors, group, regional or divisional controllers; treasurers; human resources, information systems, marketing, and operations managers. The First/Mid-Level Officials and Managers subcategory also includes those who report directly to middle managers. These individuals serve at functional, line of business segment or branch levels and are responsible for directing and executing the day-to-day operational objectives of enterprises/organizations, conveying the directions of higher-level officials and managers to subordinate personnel and, in some instances, directly supervising the activities of exempt and non-exempt personnel. Examples of these kinds of managers are: first-line managers; team managers; unit managers; operations and production managers; branch managers; administrative services managers; purchasing and transportation managers; storage and distribution managers; call center or customer service managers; technical support managers; and brand or product managers.

- ***Professionals:*** Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications.   Examples of these kinds of positions include accountants and auditors; airplane pilots and flight engineers; architects; artists; chemists; computer programmers; designers; dieticians; editors; engineers; lawyers; librarians; mathematical scientists; natural scientists; registered nurses; physical scientists; physicians and surgeons; social scientists; teachers; and surveyors.

- ***Technicians:*** Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required. Examples of these types of positions include drafters; emergency medical technicians; chemical technicians; and broadcast and sound engineering technicians.

- ***Sales Workers:*** These jobs include non-managerial activities that wholly and primarily involve direct sales. Examples of these types of positions include advertising sales agents; insurance sales agents; real estate brokers and sales agents; wholesale sales representatives; securities, commodities, and financial services sales agents; telemarketers; demonstrators; retail salespersons; counter and rental clerks; and cashiers.

- ***Administrative Support Workers***: These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include office and administrative support workers; bookkeeping; accounting and auditing clerks; cargo and freight agents; dispatchers; couriers; data entry keyers; computer

- operators; shipping, receiving and traffic clerks; word processing and typists; proofreaders; desktop publishers; and general office clerks.

- ***Craft Workers:*** Most jobs in this category include higher skilled occupations in construction (building trade craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include boilermakers; brick and stone masons; carpenters; electricians; painters (both construction and maintenance); glaziers; pipe layers;

plumbers, pipe fitters and steamfitters; plasterers; roofers; elevator installers; earth drillers; derrick operators; oil and gas rotary drill operators; and blasters and explosive workers. This category also includes occupations related to the installation, maintenance and part replacement of equipment, machines, and tools, such as: automotive mechanics; aircraft mechanics; and electric and electronic equipment repairers. This category also includes some production occupations that are distinguished by the high degree of skill and precision to perform them, based on clearly defined task specifications, such as millwrights, etchers, and engravers; tool and die makers; and pattern makers.

- ***Operatives***: Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include textile machine workers; laundry and dry-cleaning workers; photographic process workers; weaving machine operators; electrical and electronic equipment assemblers; semiconductor processors; testers, graders, and sorters; bakers; and butchers and other meat, poultry, and fish processing workers. This category also includes occupations of generally intermediate skill levels that are concerned with operating and controlling equipment to facilitate the movement of people or materials, such as: bridge and lock tenders; truck, bus, or taxi drivers; industrial truck and tractor (forklift) operators; parking lot attendants; sailors; conveyor operators; and hand packers and packagers.

- ***Laborers***: Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment. Examples include production and construction worker helpers; vehicle and equipment cleaners; laborers; freight, stock, and material movers; service station attendants; construction laborers; refuse and recyclable materials collectors; septic tank services; and sewer pipe cleaners.

- ***Service Workers***: Jobs in this category include food service, cleaning service, personal service, and protective service activities. Skill may be acquired through formal training, job-related training, or direct experience. Examples of food service positions include cooks; bartenders; and other food service workers. Examples of personal service positions include medical assistants and other healthcare support positions; hairdressers; ushers; and transportation attendants. Examples of cleaning service positions include cleaners; janitors; and porters. Examples of protective service positions include transit and railroad police and fire fighters; guards; private detectives and investigators.

Agreement No.: 114-2024SN; Exhibit B
Service Provider: Mark43, Inc.

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C. Statement of Ownership

Is your firm currently certified as any of the following (check all that apply) and if so, please identify the certifying agency:

☐ Small Business Enterprise (SBE) certified by: ☐ Veteran owned business (VBE) certified by:

☐ Woman owned business (WBE) certified by: ☐ LGBTQIA+ owned business certified by:

☐ Minority owned business (MBE) certified by: ☐ HUBZone

☐ Disabled Veteran owned business (DVBE), certified by: ☐ Other:

Please check here ☐ if you believe you are eligible for any of the above certifications, and for WBE or MBE please voluntarily self-identify as follows and DEI staff will contact you with certification information:

Gender:	Ethnicity:	
☐ Woman	☐ Hispanic or Latino	☐ Native Hawaiian/Pacific Islander
☐ Male	☐ White	☐ American Indian/Alaska Native
☐ Nonbinary	☐ Black or African American	☐ Two or More Races

Type of Legal Business Structure: (check all that apply)

☐ Sole Proprietorship	☐ Corporation
☐ Limited Liability Partnership	☐ Limited Liability Company
☐ Partnership	☐ Privately Held
☐ Publicly Traded	☐ Other, please describe:

Identify the majority owner(s) of the firm:

Name/Title:	Address:	Email:	Phone:	% Owned:	Years Owned:

Agreement No.: 114-2024SN; Exhibit B
Service Provider: Mark43, Inc.

Page 8 of 8

EXHIBIT C
HPD CAD REQUIREMENTS

Category	Requirement	Feature Currently Availability in Mark43 Production	Additional Information	Actions by Mark43
	1.1 Hosted on cloud infrastructure designated for government within the Continental Unites States.	Yes		
	1.2 99.95% uptime for the CAD solution including critical underlying services	Yes		
	1.3 HPD is on Android, iOS and Window laptops	Yes		
	1.4 Single Sign-On (SSO) using Azure Active Directory (AD) as the identity provide (IDP). Security Assertion Markup Language (SAML) 2.0 or OpenID Connect (OIDC) 1.0/OAuth 2.0.	Yes		
	1.5 Self-service on demand user and security audits	Yes		
	1.6 Cloud threat detection service with easy to read security logs and reports	Yes		
1. Fundamental Technical Objectives	1.7 Security Information and Event Management (SIEM) integration	Yes	This is managed and monitored by Mark43	
	1.8 Real time monitoring through Streaming Analytics	Yes		
	1.9 Role based access control (RBAC) for users	Yes		
	1.10 Interface with on-prem Message Queuing (MQ) environment for California Law Enforcement Telecommunication System (CLETS) and National Crime Information Center (NCIC)	Yes		
	1.11 Self-service access to export of data in bulk	Yes		
	1.12 Externally replicate CAD data in near real-time to Port owned datalake	Yes		
	1.13 All entries into CAD must be timestamped (time and date) with an average accuracy of 0.1 seconds relative to Coordinated Universal Time (UTC)	Yes		
	1.14 Security breach notification should occur as soon as detected followed up with a detailed after-action report that includes root cause analysis, mitigation and remediation information within seventy-two (72) hours of incident	Yes		
	2.1 Multi cloud hosting options (Gov-cloud hosting);	Yes	AWS GovCloud is Mark43's cloud host.	
	2.2 Dedicated virtual private cloud connection & WAN infrastructure	Yes		
2 Technical Infrastructure	2.3 Dynamic horizontal scalability in response to or anticipation of changes in usage	Yes		
	2.4 Dynamic vertical scalability in response to or anticipation of resource intensive temporary processes	Yes		
	2.5 The Port District currently supports a Microsoft Database environment. The Port District desires the CAD and mobile solution using SQL Server 2022 or higher	Yes		
	2.6 CAD and mobile system will comply with all CJIS network standards	Yes		
	3.1 Adhere to Criminal Justice Information Services (CJIS) security standards All federal laws, including State of California laws and regulations; and nationally accepted business practices.	Yes		
	3.2 Data encryption for data in flight and for data at rest (under CJIS)	Yes		
	3.3 Fast Identity Online (FIDO) Universal Second Factor (U2F) certified	Yes		

Docusign Envelope ID: 6FD940A7-4939-4238-9E3D-68F2F1533022

Category	Item	Response
3 Technical Security	3.4 User and Entity Based Behavioral Analytics (UEBA)	Yes
	3.5 Distributed Denial of Service (DDoS) protection	Yes
	3.6 Data sanitization and anti-malware prevention	Yes
	3.7 Disaster Recovery and data protection	Yes
	3.8 System health dashboard with real time status on cloud infrastructure and application health down to the service level	Yes
	3.9 Mitigations for current OWASP Top ten (10) Web Application Security Risks	Yes
	3.10 3rd party penetration test performed regularly	Yes
4 Cloud-native CAD Application	4.1 The system is deployed and managed using Continuous Integration/Continuous Delivery pipelines (CI/CD)	Yes
	4.2 Separate Test/Training and Production cloud tenants/environments	Yes
	4.3 Self-service configuration management	Yes
	4.4 Change & Release Management	Yes
	4.5 Advanced release notice with release notes including new features and/or changes	Yes
	4.6 Product feature update and defect fix history	Yes
	4.7 Gated feature/change deployments with traffic control	Yes
5 Interfaces	5.1 9-1-1 Automatic Number Identification and Automatic Location Identification (ANI/ALI). Including apartment numbers and other customizable fields	Yes
	5.2 Real-time locating systems (RTLS) for mobile devices, Mobile Data Computers (MDC), and handheld radios GPS integrations	Yes
	5.4 RapidSOS Clearinghouse API including the wireless 9-1-1 caller's accurate location with frequent location updates. Integration should also include any additional data available via the RapidSOS API.	Yes
	5.9 Open API that is well documented allowing Port Developers the ability to create custom interfaces	Yes
	5.11 The ability to export to external Records Management System (RMS)	Yes *(RMS interface)*
6 Business Intelligence Dashboards and Reporting	6.1 Integrates with or includes web-based business analytics and visualization tools that deliver dynamic reports and **near** real-time dashboards of CAD data	Yes
	6.2 Integrate with HPD owned Microsoft Power BI and SQL Server Reporting environments	Yes
	6.3 Generating reports for the purpose of printing and/or exporting to PDF.	Yes
	6.4 Event and Unit History that includes location history, logon and logoff date and times, etc...	Yes
	6.5 Historical GPS location information, the ability to playback or show unit locations	Yes
	6.6 Ability to access and search previous history on open event.	Yes
7 User Interface	7.1 Personalized Sticky graphical user interface (GUI)	Yes
	7.2 Multiscreen configuration, allowing users to easily multitask	Yes
	7.3 Responsive/flex/fluid application that adapts to any screen size	Yes
	7.4 Runs on a modern browser Chromium version 110 or higher for both Microsoft Edge and Google Chrome or thin Client	Yes
	7.5 Native application and chromium based browser interface	Yes
	7.5 Progressive Web App (PWA) support providing a native application experience	Yes

Service Provider: Mark43, Inc.
Requesting Department: Information Technology

	Requirement	Yes/No	Notes
	7.8 Basic printing capabilities. For example, printing an Event.	Yes	
	7.9 Keyboard shortcut keys & customizability	Yes	
8 Geographic Information System (GIS)	8.1 ESRI base maps	Yes	
	8.2 Supports ESRI Representational State Transfer (REST) integrations	No	To add pre-launch. Refer to the SOW for product development details.
	8.3 Composite geolocator capable of integrating multiple geocoding services including agency created and publicly available. Geolocator should accept addresses, intersections, and latitude/longitude coordinates in either standard including: decimal degrees (DD), (example: 41.40338, 2.17403) degrees, minutes, and seconds (DMS) (example: 41°24'12.2"N 2°10'26.5"E) degrees, decimal, minutes (DMM) (example: 41 24.2028, 2 10.4418) and notation INCLUDING CONVERSIONS.	No	To add pre-launch. Refer to the SOW for product development details.
	8.4 Command area verification (Beats) and Dispatch Areas	Yes	
	8.7 Reverse lookup both directions (i.e. enter Common Place Name returns address. Enter address returns Common Place Name).	Yes	
	8.8 Address validation needs to validate against Port layer	Yes	Mark43 validates locations first against the agency-provided data set and next to Esri World Wide, and then allows for unvalidated location entry
	8.9 Ability to enter, cancel or extend hazards and road closures on as as needed basis	Yes	SD Harbor Police intends to use specific CFS Types to create hazards on the map and communicate road closures.
9 Training and Documentation	9.1 User guides	Yes	
	9.2 Curriculum and training materials (files, videos etc.),	Yes	
	9.3 Onsite and virtual training options	Yes	
10 Support	10.1 Dedicated Support staff including Help Desk with hotline to speak with someone immediately for critical issues	Yes	
	10.2 Online Portal to manage service requests and other support related content	Yes	
	10.3 Service request severity levels and the escalation process	Yes	
	11.1 Mobile user should be able to seamlessly and easily change/update Unit ID, Vehicle ID, Equipment or any other associated attribute at any point during their shift	Yes	
	11.2 Ability to select or switch between Dispatch Areas	Yes	
	11.3 User customizable and customization capabilities (UI customizations)	Yes	
	11.4 Patrol Officers operate in a patrol vehicle utilizing a tablet sized 14inch screen. All information necessary for Patrol or an event should be displayed in a streamlined fashion and easily visible preferably on one main view page.	Yes	
	11.5 Utilize "hot keys" to complete common tasks, such as event dispositions, messaging, inquiries etc. These tasks would be commonly used during a patrol shift or event.	Yes	
	11.7 Streamlined event lifecycle experience for officers with real time updates	Yes	

Category	Item	Y/N	Notes
11 Mobile CAD Application	11.8 Generate an Event	Yes	
	11.9 Running clock showing elapsed time on current Event	Yes	
	11.10 Unit status management	Yes	
	11.11 Search functionality for Units, Events and other useful CAD related information	Yes	
	11.12 Realtime situational awareness features with information about units, events, location, history, and other relevant and contextual information	Yes	
	11.13 Alerting and push notification for emergencies, messaging and event updates	Yes	
	11.14 Messaging	Yes	
	11.15 Ability for supervisors to audit messages	Yes	
	11.16 Issuing Case Numbers	Yes	
	11.17 Emergency activation/alert (including automatic notification to CAD and other MDC unit and configurable by agency)	No	To add pre-launch. Refer to the SOW for product development details.
	11.18 Be on the lookout (BOLO)	No	To add pre-launch. Refer to the SOW for product development details.
	11.19 NCIC/CLETS Queries	Yes	
	11.20 Driver's License/Identification card barcode scanning	Yes	
	11.21 Map and Real-time Mobile Location, including routing, turn-by-turn, with real time traffic, road closure, weather and other relevant information via native or 3rd party application	Yes	Mark43 First Responder includes a route feature to send the unit location and the CAD event location to a web browser. Turn-by-turn navigation is available through Mark43 OnScene mobile application via the device's native map service.
	11.22 Designated locations or addresses that require extra patrol	Yes	
12.1 Dispatch Management and Configuration	12.1.1 Role Based User maintenance (create, modify, and disable) Access	Yes	
	12.1.2 Ability to manage any CAD dataset like Dispatch groups, Unit IDs, Unit Statuses, Vehicle IDs, Disposition Codes, Premise info, etc...	Yes	
	12.1.3 Audit trail of any changes made in the database (who, what, when and where)	Yes	
	12.1.4 All event times will be in military time	Yes	
	12.2.1 Command Line functionality (must be able to access command line with one key stroke of function key from any screen).	Yes	
	12.2.2 System will support command, function key, and mouse capabilities for standard dispatch functions.	Yes	
	12.2.3 Accommodating different dispatching roles	Yes	
	12.2.4 Selectable position name for CPE ANI/ALI spill and messaging by position name	Yes	
	12.2.5 Ability to monitor same events and dispatch areas of other dispatch staff to monitor active work of others.	Yes	
	12.2.6 Tow Truck Rotation – geographic based tow company recommendations for multiple geographic areas	Yes	
12.2 General	12.2.7 Advanced search functionality for Event and Units with the ability to filter	Yes	

Category	Requirement	Response
	12.2.2.8 Ability for end user to personalize their CAD experience including layout and size of various application windows	Yes
	12.2.9 The system must allow Soundex search capabilities	Yes
	12.2.10 The system must allow multiple calls for service to open at the same time for one dispatcher. Multiple dispatchers much be able to open the same call at the same time. Multiple dispatcher should be able to access, update and view the same call(s) at the same time.	Yes
	12.2.11 Ability to create and update hard-to-address locations, such as - airport gates, ticket counters and baggage claim / marine piers, buoys, and water ways / hotels and Convention Center / parks and open space	Yes
	12.3.1 Ability to create an event with unique event number customizable by agency with a minimum of type code and location whether verified or unverified (Example: MMDDYYYY-000)	Yes
	12.3.1.1 Fields available to fill when creating event (e.g. location, caller name, phone number, comments/narrative, etc.)	Yes
	12.3.1.2 Location verification using street address, intersection, common place name, or latitude/longitude must include closest cross streets	Yes
	12.3.1.3 The ability to override geo based addresses and the system documents overridden addresses in the audit log.	Yes
	12.3.1.4 Multiple locations attached to one event (e.g. caller location vs crime location or event location and command post location)	Yes
	12.3.1.5 Ability to create common place names associated with street addresses (ex-Wyndham) and alias locations for non verifiable locations (ex: airport). Relate common place names to street addresses and street addresses to place names.	Yes
	12.3.1.6 Reporting Party name and phone number	Yes
	12.3.1.7 Event Type and description	Yes
	12.3.1.8 Priority	Yes
	12.3.1.9 Comments/narrative	Yes
	12.3.2.1 Ability to modify an event	Yes
	12.3.2.2 Tracking changes to an event including original data, new data, user making the change, and time the change was made	Yes
	12.3.2.3 All changes or updates must be timestamped (date & time)	Yes
	12.3.2.4 Combining or relating events whether active, closed, or combination.	Yes
	12.3.2.5 Ability to reopen a closed event and allow additional activity/dispatching of units to the original incident number.	Yes
	12.3.3 Handling multiple events and quickly switching between them	Yes
	12.3.4 Linking queried data (e.g. CLETS, NCIC, etc.) to event and other information	Yes
	12.3.5 Viewing location history and premise information (e.g. gate codes, officer safety, prior calls for service etc.)	Yes
	12.3.6 De-confliction between new event creation and existing nearby events	Yes
	12.3.7 Multiple Dispatchers viewing and updating the same event	Yes
	12.3.9 Ability to create and update hard-to-address locations, such as - airport gates, ticket counters and baggage claim / marine piers, buoys, and water ways / hotels and Convention Center / parks and open space	Yes
	12.3.10 Notification of updates to existing events	Yes
12.3 Event Management	**12.3.11** Viewing and managing unassigned events	Yes

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Section	Requirement	Response
	12.3.11.1 Interacting with an unassigned event (e.g. view the event, dispatch the event, view location on map, etc.)	Yes
	12.3.11.2 Documenting the reason that an event is not yet assigned to a field unit	Yes
	12.3.11.3 Indicating that an event(s) is waiting for a certain field unit	Yes
	12.3.11.4 Event data fields (e.g. event type, location, priority, etc.) that are visible to the user when looking through unassigned events, separate from viewing the complete event record	Yes
	12.3.11.5 Sorting unassigned events	Yes
	12.3.11.6 Filtering unassigned events	Yes
	12.3.12 Viewing and managing assigned events	Yes
	12.3.12.1 Event data fields (e.g. event type, location, priority, unit(s) assigned, etc.) that are visible to the user when looking through assigned events, separate from viewing the complete event record	Yes
	12.3.13 Ability to see timestamps (date and time) for changes to event comments, event changes, and unit changes displayed	Yes
	12.3.14 Visual indicator for system generated comments	Yes
	12.3.15 Assigning unique case number(s) customizable by agency (example: YY-00000)	Yes
	12.3.16 Manual event entry after a system outage.	Yes
	12.3.17 Ability to schedule calls for future dispatch and assign to a specific unit	Yes
	12.3.18 Ability to create, edit and display a list of all scheduled calls. Scheduled calls should notify the dispatcher when it's time to dispatch at agency-defined times and can be manually activated.	Yes
	12.3.19 The software must alert the call taker, dispatcher, and/or officer of previous five CFS at the same location	Yes
	12.3.20 The software must allow supervisors to easily track ride-a-long personnel on shift and in the unit history database for future reference.	Yes
	12.4.1 Log on/Log off Units	Yes
	12.4.1.1 Dispatcher needs to log on or log off unit who is not in a position to do it themselves	Yes
	12.4.1.2 Dispatcher needs to log on a unit number (likely not a number already known to the system) for an employee of another agency (e.g. mutual aid incident). This unit does not have access to our systems, however, the dispatcher needs the ability to attach the unit to an event, document unit comments, and generally manipulate this unit as they would their own units until the event is cleared.	Yes
	12.4.1.3 Attributes that can be added when a dispatcher logs on a unit (e.g. K-9, language or other skills, phone number, vehicle number, etc.)	Yes
	12.4.1.4 Units that log on and log off themselves are visible to dispatch in the units queue.	Yes
	12.4.2 Viewing and managing both assigned and unassigned units	Yes
	12.4.2.1 Dispatching a unit or multiple units to an event in a single command. The event must be automatically sent to MDCs. If unit is already assigned to an event, they would automatically be detached from that event and dispatched on the new event.	Yes
	12.4.2.2 Clearing a unit or multiple units from an event in a single command	Yes
12.4 Unit Management	**12.4.2.3** Changing unit's location, separate from the location of the event (e.g. unit changing location to a hospital with victim)	Yes

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Section	Item	Response	Notes
	12.4.3 System's ability to recommend units based on proximity, etc.	Yes	Mark43's real time route recommendation feature is launching in 2025. Pricing is now available for preorder.
	12.4.4 Configurable Unit Statuses	Yes	To add pre-launch. Refer to the SOW for product development details.
	12.4.5 Emergency Unit Status that alerts users with visual and auditory alarms	No	
	12.4.6 Functionality to prompt dispatcher to check on a unit	Yes	
	12.4.7 Creating a unit-initiated event	Yes	
	12.4.8 Designate and change a primary unit on calls with multiple responders	Yes	
	12.4.9 Maintain the elapsed time between status changes/checks and alert the dispatchers when agency-defined thresholds are met	Yes	
12.5 Mapping	12.5.1 Tactical map providing Dispatchers relevant real-time information that is feature rich	Yes	
	12.5.2 Support multiple Address Locators with configurability	Yes	
	12.5.3 The vendor will upload the Base map when needed.	Yes	
	12.5.4 Support multiple map layers	Yes	
	12.5.5 Event, Unit and other items should display on the map	Yes	
	12.5.7 Layer information such as iconology and colors can be modified by agency	Yes	
	12.5.8 Easy to use map navigation and controls	Yes	
	12.5.9 RapidSOS shown on map	Yes	
	12.5.11 Location search by address, common place/alias, latitude/longitude, or map drawn radius. The date and time range will be definable by the agency	Yes	
	12.5.12 Distance measurement	Yes	
	12.5.13 Map layer data attributes (e.g. parcel information, facility name or phone number, etc. airport) available via "meta data" provided by agency on map layers or via "location caution" information.	Yes	
12.6 Messaging	12.6.1 Ability to send internal messages including the types of destinations (e.g. person, unit ID, workstation name, group, etc.) that can be targeted and what types of attachments may be added if any.	Yes	
	12.6.3 Push notifications and trigger notifications (e.g. unit or event status)	Yes	
	12.6.5 Message auditing	Yes	
	12.7.1 Event Management: Merged Event Visual Indicator visible in the event window. Updates to events will present a notification.	Yes	In Mark43 CAD, a notification badge will show on the relevant event queue row when an event is merged or unmerged. A notification on the event panel will also show over the Merged Events tab.
	12.7.2 Messaging: Message First Responder Groups Based on Dispatch Area (Ability to message first responder groups based on dispatch area)	No	To add pre-launch. Refer to the SOW for product development details.
	12.7.3 Messaging: Message all units and/or dispatchers currently logged on when selected individually or predefined by agency.	No	To add pre-launch. Refer to the SOW for product development details.

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12.7 Others		
12.7.4 Usage Logs (Authorized users need the ability to pull usage logs that include the following information: - User login/logout date / time - User CLETS queries	No	To add pre-launch. Refer to the SOW for product development details.
12.7.5 Emergency Activation (Emergency activation and alert features)	No	To add pre-launch. Refer to the SOW for product development details.
12.7.6 Remove Narrative Requirement for CAD Event Creation (Users should not be required to enter a narrative to create a CAD event.)	No	To add pre-launch. Refer to the SOW for product development details.
12.7.7 Dispatched Event Narrative Update Indicator (Clear indication of updates or changes to events needed as users navigate to elsewhere within the Mark43 CAD application.)	Yes	