

RESOLUTION NO. 09 28 2023G

A RESOLUTION AUTHORIZING A FIVE-YEAR AGREEMENT WITH CALIBER PUBLIC SAFETY, PROVIDING FOR A COMPUTER AIDED DISPATCH (CAD) AND RECORD MANAGEMENT SYSTEM (RMS), IN AN AMOUNT NOT TO EXCEED \$1,982,725.36.

WHEREAS, the City of O'Fallon conducted an RFP (22-068) for a Public Safety Systems Replacement Project; and

WHEREAS, the five-year agreement will be in an amount not to exceed \$1,982,725.36; and

WHEREAS, City Staff recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:

SECTION 1: The City Council approves on behalf of the City an agreement with Caliber Public Safety for a Computer Aided Dispatch (CAD) and Records Management System (RMS) at a cost not to exceed \$1,982,725.36, in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 28th DAY OF SEPTEMBER 2023.

Attest:


Bess Bacher, City Clerk




Presiding Officer

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 28th DAY OF SEPTEMBER 2023.

Attest:


Bess Bacher, City Clerk




Bill Hennessy, Mayor

Approved as to Form:


Kevin M. O'Keefe, City Attorney



Quotation-Order Form

Quote For: O'Fallon Police Dept. - MO - RFP
 2022 CAD RMS Mobile JMS
 100 N Main St
 O' Fallon, MO 63366-2200

Quote Nbr: Q-03955-1
 Create Date: 05/10/2023
 Expire Date: 9/30/2023
 Payment Terms: Net 30

Product Family	Product Code	Product Description	Quantity	Price
CaliberCAD				
		CAD Software		
	IA-HOST-FTCIIS	CAD Software Hosted FT CAD with CJIS Position Fee (annual fee)	4	
	IA-HOST-PTCIIS	CAD Software Hosted PT CAD with CJIS Position Fee (annual fee)	5	
	CI-UPGD-CADNGCL	CAD/Map Engine Software License(per license)	9	
	CAD-WEB-BASE-10	WebCAD Base (10 Access Pack), annual (concurrent users)	3	
	CAD-WEB-ADD-CREATE	WebCAD Add-On Incident Create, per named user subscription	10	
	CAD-INTER-BI	CAD Bi-Directional Interface - RapidSOS	1	
	CAD-INTER-SUB-BI	CAD Bi-Directional Interface Subscription - RapidSOS Alerts	1	
	CAD-INTER-ONE	CAD One-Way Interface - BodyWorn AVAILWEB	1	
	PS-CAD-6-19	CAD Implementation Services		\$166,576.00
				\$258,775.50

CaliberMobile				
		Mobile Subscription & Mapping		
	MC-CLNT-SAAS	Mobile Annual Subscription NLETS Host (includes soft token)	131	
	MC-MOBMAP	Mobile Mapping Client Software (per client)	80	
	INTERDEX	InterDEx (Caliber's nationwide data sharing network)	1	
	PS-MOB-NewMob	Mobile Implementation Services		\$37,800.00
				\$100,716.00

CaliberRMS				
		Online RMS Subscriptions & Custom Interface		
	OL-RMS-PLUS	Online RMS Plus Users	169	
	OL-RMS-CR	Online RMS Community Reporting (qty. per 10,000 population)	9	
	CI-DEV-RMS	FileOnQ RMS Development Services	1	
	OL-RMS-ACCLRG	Accurant Query - Large Pack(Limit 12,000 Query's per year)	1	
	OL-INT	Online RMS - eCitation Interface (digitICKET)	1	
	OL-INT	Online RMS - FileOnQ New Interface Subscription	1	
	OL-INT	Online RMS - Crime Mapping 1.0	1	
	OL-RMS-DATA100	Online RMS Data Storage - 100GB	5	
	OL-GP-L	Online RMS - Google Places Validation Large (100-249)	1	
	OL-INT	Online RMS Interfaces -	5	
		1. LiveScan		
		2. Municipal Court System		
		3. State Court System		
		4. MoDEx		
		5. STARS (state crash system)		
	OL-PS-RMSPlus Over 100	Online RMS Implementation Services + Extended Hours (Training)		\$255,960.00
				\$406,610.00

eCitation					
	eCitation Software	eCitation Software - eCitation Server License - includes Caliber Export 1 eCitation Mobile Client Licenses 80 MobileCop Mobile to digitICKET Mobile Interface Licenses 80 Additional RMS / Court Export License(s): ShowMe Courts 1	80	\$812.50	\$65,000.00
	eCitation Services	eCitation Services - Standard implementation and training services Configuration of ShowMe eExport Configuration of auto-exporter (total exporters) Design and creation of custom pre-printed ticket back (4" paper only)	9	\$27,300.00	\$27,300.00
	eCitation Hardware	L-Tron 2D License scanner w/curled cord and magnetic mount kit	1	\$37,903.00	\$37,903.00
	Annual Supt. & Hosting	eCitation Annual Support & Hosting		\$22,500.00	\$22,500.00
					\$152,703.00

Year 2	\$274,801.28		
Year 3	\$288,541.34		
Year 4	\$302,968.41		
Year 5	\$318,116.83		
		Implementation Cost Total	\$550,739.00
		Subtotal:	\$918,804.50
		Estimated Travel Cost:	\$54,900.00

Total Project Discount if Contract Award by 9/30/23 **(\$179,407.00)**
Grand Total: \$794,297.50

Terms and Conditions:

- This Quotation incorporates by reference the following signed document(s) between COLOSSUS, INCORPORATED (herein referred to as "Caliber Public Safety") and Customer: i) Master Purchase, License & Services Agreement; ii)RMS Software as a Service Agreement; iii)End User Licenses Agreement; iv)Software Maintenance terms; and/or v)Statement of Work, as applicable.
 - Payment Terms in accordance with SOW
 - Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on Caliber Public Safety.
 - Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance if customer is not tax exempt.
 - Each party executing this Quotation acknowledge and warrant that [he/she] is duly authorized by Caliber Public Safety and/or the Customer to execute this Quotation on Caliber Public Safety's and/or the Customer's behalf.
 - Unless otherwise marked on the actual invoice, payment terms are net-30 days from the date of invoice.
 - Transmission of images of signed Quotation by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.
- Estimated Travel Expenses are included up to \$54,900. Travel will be billed as incurred and anything above the estimated amount above will be handled via change order.

Company: Colossus, Inc.
 Name: Tammie A. Wojcieszak, Ph.D. Date: 9/15/23
 Title: Executive Vice President
 Signature:

Customer: City of O'Fallon, MO
 Name: *Michael Snowden* Date: *9-29-23*
 Title: *City Administrator*
 Signature:

Software As A Service Agreement

This **Software As A Service Agreement** (the “**Agreement**”), is entered into on 09/28/2023 (the “**Effective Date**”) by and between City of O’Fallon, with its principal place of business at 100 N Main Street, O’Fallon MO 63366 (“**Customer**”) and COLOSSUS, INCORPORATED, (“**Colossus**”), a North Carolina corporation with its principal place of business at 102 West Third Street, Suite 750, Winston-Salem, NC 27101.

WHEREAS, Colossus (hereinafter referred to as “**Caliber**” or “**Caliber Public Safety**”) is the legal entity that markets, sells and distributes the Online RMS software, certain Application Software and services set forth herein under the platform of the Caliber Public Safety business unit.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

The following terms shall have the meaning set out below, all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

- (a) “**Annual Subscription Fees**” means the annual subscription fees set out in Schedule “A” to this Agreement.
- (b) “**Acceptance Criteria**” means the agreed upon testing criteria and execution as described in Task 12 of the Statement of Work.
- (c) “**Application Software**” means the software that is licensed to the Customer and which is listed as being Application Related Software in Schedule “A”.
- (d) “**Change Order**” means any written documentation between the Customer and Caliber evidencing their agreement to change particular aspects of this Agreement.
- (e) “**Completion of Services**” means the Professional Services are complete and shall be deemed to have occurred on the date which the Customer commences using the Services.
- (f) “**Confidential Information**” means, with respect to a party hereto, all information or material which: is (A) marked “Confidential,” “Restricted,” or “Proprietary Information” or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of Caliber shall include, without limitation, the Software, the Documentation, and any information with respect to the Services that Caliber may provide to Customer from time to time, including without limitation, all information disclosed by Caliber relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party’s Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction.
- (g) “**Conversion Costs**” shall have the meaning set forth in Section 9 of this Agreement.
- (h) “**Data**” means all incident related data that is provided by Customer to Caliber and all other content transmitted, posted, received or created through Customer’s use of the Services or the Software.
- (i) “**Documentation**” means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer.

- (j) **"Fees"** means the Annual Subscription Fees, Professional Services Fees, Billable Services, and Conversion Costs.
- (k) **"Order Forms"** means the proposal or purchase order executed by You and delivered to the Company for the purpose of gaining access to the Services. Order Forms are incorporated herein by reference.
- (l) **"Professional Service(s)"** means those professional service(s) listed in Schedule "A" to this Agreement.
- (m) **"Professional Services Fees"** means the professional service(s) fees set out in Schedule "A" to this Agreement and Section 12 of this Agreement.
- (n) **"Services"** means the web-based services commonly referred to as "software as a service" to be provided by or on behalf of Caliber under this Agreement that includes hosting, monitoring, operating and maintaining the Software at a site owned or controlled by Caliber and the delivery of non-exclusive access via the Internet to the Customer to use the Software granted to the Customer pursuant to Section 2 hereof. The Services shall also include storing all data entered and maintained by Users through use of the Software.
- (o) **"Software"** means the software product(s) that are provided for use by the Customer in a hosted environment through the Services and that are listed as being "Software" in Schedule "A" to this Agreement.
- (p) **"Support Services"** means those services associated with Upgrades and other services provided as part of the support services listed in Schedule "B" to this Agreement for the Application Software and billable support services to be provided by Caliber as further described in Schedule "B" to this Agreement in all other instances.
- (q) **"Third Party Components"** means any third party telecommunications, managed facilities and/or software applications and services that Caliber or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services, including but not limited to the list set forth in Schedule "D" of this Agreement.
- (r) **"Upgrade"** shall mean any enhanced and/or improved versions of the Application Software released after execution of this Agreement.
- (s) **"User(s)"** means employees, consultants, contractors or agents of Customer that have been authorized by the Customer in writing to access and use the Software.

2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, execution by Caliber and Customer of an Order Form and payment by Customer of the Annual Subscription Fees, Caliber hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term to allow Users to access and use the Software on an annual subscription basis through the Services and in accordance with the Documentation solely for Customer's internal business purposes.

Subject to the terms and conditions of this Agreement and Customer's compliance with the terms of this Agreement and with all Site, User and use restrictions detailed in the Statement of Work or Quotation/Order Form, Caliber, and its licensors, grants to Customer a non-exclusive and non-transferable license to install and permit its employees ("Users") to use the Application Software solely for Customer's internal purposes. Customer shall not copy the Application Software except that Customer may create a limited number of copies of the Application Software as reasonably necessary for archival or back-up purposes.

Customer shall not sublicense, redistribute or otherwise allow third parties to use the Software and the Application Software, directly or indirectly, whether on a time sharing, remote job entry or service bureau arrangement or otherwise. Customer will not engage any third party to host the Application Software for Customer's use, nor will Customer host for others or otherwise make the Application Software available for use by others. Customer will not modify or prepare derivative works of the Software and Application. Customer will not reverse compile, reverse engineer or reverse assemble the Application Software or otherwise attempt to derive or obtain any portion of the Application Software source code. If Customer fails to pay Annual Subscription Fees, then Customer shall forfeit the right and license to use the Application Software and shall delete all copies thereof. The license to use the Application Software pursuant to the terms of this Agreement is dependent on the Customer continuing to pay all Annual Subscription Fees.

The Customer is granted a license to use, copy and modify the Documentation solely for the purpose of creating and using training materials relating to the Software and Application Software. Services are as presently available, and as may be modified from time to time, and that Customer acknowledges and agrees that its subscription is neither contingent on the delivery of any future functionality nor dependent on any oral or written representations by Caliber regarding future functionality.

The Application Software, the Software, and the Services (from both Caliber and Third Party Software (including documentation)), are provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-14, or FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 252.227-7014, DFAR 252.227-7015, DFAR 252.227-7018, or DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is Caliber, and/or a Third Party as may be noted on the Quotation/Order Form and/or SOW. Customer will not remove or deface any restricted rights notice or other legal notice appearing in the Software and Application Software or on any packaging or other media associated with the Software and Application Software. Customer will require that its users and other recipients, if any so authorized by Caliber herein, agree to and acknowledge the provisions of this Section 16.c, in writing.

3. Fees

In consideration of receiving the Services, Professional Services, Support Services and Billable Services, Customer agrees to pay to Caliber the Fees and all applicable travel and lodging expenses as described in an Order Form in accordance with the payment terms set out in Schedule A. The Annual Subscription Fee is payable in full prior to the start of each term, and is non-refundable. Fees on any Renewal Term are subject to annual price of 5% increases.

The Fees and any other fees set out in this Agreement are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Caliber' net income). If the Customer is tax exempt, the Customer shall provide evidence of its status, upon request.

If any Fees are not paid within sixty (60) days from the date of invoice, then Caliber may suspend the Service, including all Customer access to the Service, pursuant to Section 13(c).

4. Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the date the Order Form is executed and shall continue for a period of one year (the "Initial Term"). After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "Renewal Term") unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term".

5. Restrictions on Use

In addition to its termination rights under Section 13, Caliber may restrict or limit Customer's access to the Services if Caliber reasonably determines that Customer has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in Caliber's reasonable opinion poses any risk of any kind or nature to Caliber or its service providers' network, business or other customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, Caliber will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Services and will promptly restore Customer's access after Caliber has had reasonable assurance that such conduct has been permanently discontinued.

- (a) Except as expressly provided herein, the Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the rights granted under this Agreement or otherwise use the Services or the Software except as expressly permitted by this Agreement without the prior written consent of Caliber.
- (b) The Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Services or attempt to otherwise convert or alter the Software into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.

- (c) The Customer may duplicate Documentation, at no additional charge, for the Customer's use so long as all required proprietary markings are retained on all duplicated copies.
- (d) No third party, other than duly authorized Users shall have access to or use of the Software.
- (e) The Customer shall not copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
- (f) The Customer shall not access the Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of Caliber.
- (g) The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Services, any data, material or information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.
- (h) The Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.
- (i) The Customer shall not provide the results of using the Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.

6. SaaS Services

- (a) Caliber shall provide all facilities, equipment, software and services required to deliver the Services.
- (b) Caliber shall provide access to the Software to Users. Such access shall be provided twenty four (24) hours per day, seven (7) days per week, except for planned downtime as announced via the Services or unplanned downtime caused by circumstances beyond its reasonable control.
- (c) Caliber reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software. Caliber shall inform Customer of such criteria but Caliber shall be free to implement such criteria at any time without prior written warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, Caliber reserves its rights to not grant to such Users access to the Software. Caliber reserves its rights to restrict access to the Software to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software.
- (d) Caliber shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure access to the Software.
- (e) Caliber shall comply with the terms and conditions regarding access and use of Data as set out in Section 14 of this Agreement.
- (f) The Caliber's Privacy Statement is attached hereto and made a part hereof as Schedule "C". Caliber reserves the right to modify its privacy and security policies from time to time. Providing security for the information entered into Caliber's Internet Application(s) is of paramount importance to Caliber. Caliber takes appropriate security measures to protect against unauthorized access to, or unauthorized alteration, disclosure, or destruction, of Customer's personally identifying information. Caliber uses Secure Socket Layer (SSL) FIPS140-2 compliant encryption to encrypt the transmission of data with Caliber hosted systems. Caliber operates in compliance with the FBI CJIS Security Policy.
- (g) Customer acknowledges that in order to provide the Services Caliber may be required to purchase access to Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to Caliber and its service providers as of the Effective Date including third party

representations and government regulations, and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by Caliber to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Caliber' control, then (a) Caliber shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) Caliber may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right to terminate set out in Section 13(f).

7. Customer Responsibilities

- (a) **Co-operation by Customer** -- The Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Customer's and its staff and agrees to act reasonably and co-operate fully with the Caliber to achieve the Completion of Services related to any Professional Services supplied by Caliber. To enable Caliber to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with Caliber' practices.
- (b) **Project Manager** -- The Customer shall appoint a project manager who shall work closely with Caliber to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Customer and their co-operation with and participation in such process during any Professional Services.
- (c) **Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at its facilities required for Users to access and use the Software. Caliber shall not be responsible for the operation of any Internet, network or other communication services. The Customer further acknowledges that the operation of the Software requires the Customer's and Users' hardware to be of sufficient quality, condition and repair, and the Customer agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by Caliber.
- (d) **Passwords.** Customer agrees to comply with all Caliber security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and passwords and user ID's assigned to it its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify Caliber in writing to change Customer or User's password(s) for any reason, including without limitation if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify Caliber immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.
- (e) **Users.** The Customer is responsible for: (i) the actions of Users using the Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Caliber from time to time for Users; and (iii) informing Caliber of any information about Users' actions that may affected either the Software or third party data contained in the Software, or Caliber's ability to provide Services as contemplated by this Agreement.
- (f) **Compliance with Laws.** Customer represents and warrants to Caliber that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.
- (g) **Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as Caliber's) computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to Caliber' servers; and (iii) Data is encrypted.

CALIBER DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. WE SHALL NOT

BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS' USERS' CONNECTION TO OR USE OF THE INTERNET, AND CALIBER SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

(h) Third Party Software. Customer agrees to comply with the terms and conditions regarding third party software set out in Schedule D to this Agreement.

8. Professional Services

Caliber will provide the professional services described in Schedule "A" and in each Statement of Work signed by the parties (the "Professional Services"). Customer agrees that each such Statement of Work incorporates by reference the terms and conditions of this Agreement and constitutes a separate agreement for the purchase of Professional Services. Any change in the scope of Professional Services must be agreed upon in writing by Caliber and Customer, and may result in additional fees and scheduling changes, as determined by Caliber. If specified in a Statement of Work, Caliber will provide to Customer deliverable(s) created specifically for Customer (any such deliverables provided to Customer by Caliber being referred to herein as the "Project Deliverable"). Unless otherwise set forth in a Statement of Work or in this Agreement, Project Deliverables shall be deemed to be part of the Software for purposes of this Agreement. During installation of the Application Software or any Project Deliverables, the Customer shall have the same responsibilities as are outlined in section 4 of the Software Maintenance Guide (SCHEDULE B, attached), including but not limited to the Customer's responsibility to provide Caliber with secure high speed remote access to all servers and work stations running the Application Software. Customer will grant access rights to all Caliber personnel so designated by Caliber as authorized by Caliber to need access rights.

Acceptance Testing Procedure. In the event a Quotation/Order Form specifies that Customer's acceptance of all or part of the order specified therein is subject to successful completion of acceptance testing, the following procedures and time periods shall apply: Customer will be entitled to test the Application Software and Project Deliverable as applicable to determine if they operate in accordance with, and otherwise conforms to the mutually agreed upon criteria ("Acceptance Criteria"). If acceptance testing is a required term in a Quotation/Order Form but the period or procedures for such acceptance testing are not specified on the Quotation/Order Form, then (i) Customer will have thirty (30) days from the date the Application Software/Project Deliverable is delivered to Customer in which to complete all acceptance testing, and (ii) Customer may use its own internal test procedures and any sample input. Acceptance of the Application Software/Project Deliverable shall not be deemed to constitute a waiver by Customer of any rights it may have based on Caliber's warranties. If no Acceptance Criteria are set forth in a Quotation/Order Form or SOW, then the Acceptance Criteria shall be that the Application Software/Project Deliverables perform in substantial compliance with the applicable Documentation.

Acceptance or Rejection. If Customer determines the Project Deliverable/Application Software (as applicable) successfully operates in accordance with, and otherwise conforms to, the Acceptance Criteria, Customer will notify Caliber that Customer accepts the Application Software/Project Deliverable within ten (10) days of the completion of the applicable testing period. If Customer determines the Application Software/Project Deliverable does not operate in accordance with, or otherwise conform to, the applicable Acceptance Criteria, then Customer will provide Caliber with a notice describing the nonconformance to the Acceptance Criteria within ten (10) days of the completion of the applicable testing period. Caliber will have thirty (30) days from the date it receives Customer's notice of the nonconformance to correct (at no additional cost to Customer) the Application Software/Project Deliverable. When Caliber redelivers the Application Software/Project Deliverable, Customer will be entitled to repeat the testing process. The Application Software/Project Deliverable ordered on any Quotation/Order Form will be deemed to have been accepted by Customer if (i) Customer does not provide Caliber with a written notice of nonconformance to the Acceptance Criteria within ten (10) days after expiration of the applicable testing period, or (ii) the Project Deliverable/Application Software (as applicable) is put into production use by the Customer.

Caliber offers data conversion as part of its Professional Services. The success of a data conversion is based on the format and quality of the input data. Unless otherwise indicated, conversion is strictly limited to non-dollar amounts. A typical conversion includes information such as names, addresses, and phone numbers. Only information explicitly listed in this document will be converted. Initial cost estimates for conversion are included in the Services pricing proposals but these are only estimates. If not already included in this Agreement as part of Schedule A, Caliber will notify Customer of final conversion costs after inspections or sample data can be examined to verify data formats and data integrity. In such event, and upon receipt by Caliber of notice in writing from Customer that such conversion costs are acceptable, such costs shall form of this Agreement (the "**Conversion Costs**"). Any costs associated with obtaining the data from the existing vendor are the responsibility of the Customer. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media formats readable by Caliber.

Wherever possible, the data extraction shall be done twice. The first extraction is to test and create the conversion tools. The second extraction is done when the implementation is ready to go live.

In the event a data re-conversion is required, due to error in customer provided data, Customer will be billed at the Professional Services Fee rate set out in Schedule A to this Agreement not to exceed 10% of the total value of this Agreement.

9. Support Services

- (a) **Support Services.** The Support Services listed in Schedule "B" are Subject to the terms and conditions of this Agreement. Caliber shall provide the Support Services in accordance with Schedule "B".
- (b) **Manner of Performance.** Caliber shall perform the Support Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof. Caliber shall determine in its sole discretion the manner and means by which the Support Services shall be performed, with due consideration of adequate knowledge transfer to the Customer personnel. Caliber will communicate openly with the Customer in its methodology, manner and means.

10. Warranty and Warranty Disclaimer

- (a) **Limited Warranty.** Caliber warrants to Customer that the Services shall be performed at a level and shall substantially conform to the specifications, as stated in Caliber' online documentation, provided that all use of the Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Customer's sole remedy in the event the Services do not conform to the foregoing limited warranty is for Caliber to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 13(b).
- (b) **Authority.** Each party represents and warrants to the other party that is has the legal power and authority to enter into this Agreement. Customer further represents and warrants to Caliber that it has not provided any false information to gain access to the Services.
- (c) **Warranty Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 10(A), THE SERVICES, THE SOFTWARE, THE APPLICATION SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HEREWITH

CALIBER, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE APPLICATION SOFTWARE, THE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

CALIBER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE AND THE APPLICATION SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, CALIBER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUME NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF CALIBER.

11. Limitations on Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF CALIBER AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES, THE SOFTWARE, THE APPLICATION SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY CALIBER IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THREE MILLION DOLLARS (\$3,000,000).

CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL CALIBER BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

12. Change Order Process

With respect to any proposed changes to the Professional Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Caliber applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require Caliber to provide additional work hours, Caliber may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on Change Orders on the Customer's behalf:

Name: Michael Snowden Title: City Administrator
Name: _____ Title: _____

13. Cancellations and Termination

This Agreement may be terminated as follows:

- (a) Either party may terminate this Agreement by notifying the other party in writing one hundred twenty (120) days in advance, which termination shall only become effective upon the expiration of the then current Term, whether that be the Initial Term or a Renewal Term.
- (b) If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect.
- (c) If Customer has failed to pay any amounts when due under this Agreement within sixty (60) days of the invoice date, Caliber shall have the right to (i) suspend performance of the Services (including Customer access to the Services) until

all amounts are paid in full; and/or (ii) terminate this Agreement effective immediately upon written notice to Customer to that effect.

- (d) Caliber may terminate this Agreement effective immediately upon written notice to Customer if Customer has breached its obligations of confidentiality or any intellectual property right or proprietary right of Caliber.
- (e) Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party:
 - (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- (f) If any such modification, change or replacement of the original Third Party Components pursuant to Section 7(h) includes a material price increase with respect to the Services enabled by such Third Party Components or impairs Customer's ability to utilize such Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Customer may cancel the Services and terminate this Agreement by providing written notice to Caliber within twenty (20) days after Customer's receipt of notification of such material price increase or discovery of such impairment.

14. Effects of Termination

In the event of termination or expiration of this Agreement:

- (a) All rights granted to Customer in this Agreement shall immediately terminate and Caliber will immediately cease to perform the Services.
- (b) Customer will pay all amounts due under this Agreement up to and through the date of termination.
- (c) Customer shall return to Caliber, or at Caliber's option, purge or destroy all copies of any Confidential Information of Caliber in its possession or under its control (except as required under any statute or legislation related to retention requirements) and the Application Software, and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.
- (d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (e) Any cancellation and/or termination of this Agreement prior to the end of the Initial Term, as a result of:
 - Material breach by Caliber, shall result in the following:
 - Annual Subscription/License Fees payable for the Initial Term that have not yet been billed and/or paid shall be forfeited.
 - Other reasons, shall result in the following:
 - An acceleration of all Annual Subscription/License Fees due for the Initial Term not already invoiced and/or paid, which amount will be due immediately.

This section will not affect Caliber's right to collect any further invoiced amounts or work completed to date that has not been invoiced for other Professional Service Fees in the balance of the current year.

- (f) Conditional upon Customer's payment of all Fees that are due to Caliber, Caliber will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a comma separated value format (.csv file)). The anticipated services to provide a copy of the Data are five (5) business days and will be billed at Caliber's then current daily rate, the total cost of which shall not exceed 10% of the total value of this Agreement. Upon receipt of notice from Customer confirming receipt of the Data, Caliber shall destroy all copies of the Data and delete all Data on the database and an Officer of Caliber shall certify the destruction and deletion to the Customer. Subject to any legal requirement that Caliber must retain a copy of the Data, Caliber shall not delete the Data for thirty (30) days from the date of termination except: (i) where Caliber has provided the Data to Customer pursuant to this Subsection; or (ii) where it has received written instructions from Customer to delete the Data. Following thirty (30) days from the date of termination if Customer has not communicated with Caliber regarding the Data, Caliber shall have the right to delete all Data at any time as either

required by law or as determined by Caliber in its sole discretion. Notwithstanding the foregoing, Caliber shall be permitted to delete all Data without providing notification to Customer and Caliber shall not be required to adhere to the time frames detailed above where Caliber is required by law to delete such Data.

15. Ownership

- (a) **By Caliber.** Caliber, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, the Application Software and Software and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Application Software and the Software except the limited right to access and use the Application Software and the Software in accordance with the terms of this Agreement and Caliber and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to Caliber a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate in to the Services any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Services or the Software.
- (b) **Customer Data.** As between Caliber and Customer, all Data will remain the sole and exclusive property of Customer. Customer and other customers share access to all data in master indices, such as people, location, or vehicle records. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to Caliber a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Services. Access to the Data shall only be by Caliber's employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, Caliber may not access the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Customer grants to Caliber a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the customer data of other customers using the Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("Aggregated Data"). Caliber shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants Caliber the right to access Data to provide feedback to Customer concerning its use of the Services.

Customer authorizes Caliber to disclose the fact that Customer is a customer of Caliber and uses the Services.

(c) Data and Privacy Policy of Customer

The Customer represents and warrants to Caliber that:

- i. Data that is either provided to or acquired by Caliber is owned exclusively by Customer and that the Customer has full right and title to provide the Data to Caliber;
- ii. Data that is either provided to or acquired by Caliber is subject to a privacy policy in effect as of the Effective Date and Customer's customers have provided to Customer their written consent for its collection, use and storage by Caliber and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;
- iii. Customer complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and
- iv. Customer will not provide Caliber with data of any kind for which Caliber either has no need or does not have the right to collect, use and store under the terms of this Agreement.

16. Confidential Information

The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information,

for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

In addition to any other restrictions on Caliber' use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. To the extent not otherwise prohibited by the laws and constitution of the State of Missouri, Customer shall indemnify and reimburse Caliber in relation to all reasonable fees and other disbursements paid by Caliber to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Caliber' or Customer's request. Customer represents and warrants to Caliber that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

17. Indemnity

Customer is solely responsible for its Data, its use, and its Users' use, of the Services in any way, and all legal liability arising out of or relating thereto. To the extent not otherwise prohibited by the laws and constitution of the State of Missouri, Customer shall defend, indemnify and hold Caliber and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "Indemnities") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with the use of the Services by Customer and/or its Users including without limitation; (i) the use of Third Party Components by the Customer and/or its Users; (ii) any breach by Customer and/or its Users of this Agreement; and (iii) Customer's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

18. General

- (a) **Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the state of Missouri and the federal laws of the United States applicable therein, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Services shall be subject to the exclusive jurisdiction of the state and federal courts that serve Saint Charles County, Missouri. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable.
- (b) **Mediation:** Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.
- (c) **Notice:** Caliber may give notices related to this Agreement by means of a general notice on the Services, an electronic mail to the Customer's e-mail address on record in the Company's account information, or by written communication sent via first class mail to Customer's billing address on record in the Company's account information. Customer may give notices to Caliber related to this Agreement shall be in writing and sent by confirmed facsimile or by courier or

first class mail to the fax number or address, respectively, to 102 W. 3rd Street, Suite 750, Winston-Salem, NC 27101, or as otherwise listed on the Company's website. Such notice, between the parties, shall be deemed to have been given upon the expiration of 72 hours after being sent. Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 18(c).

- (d) **Currency:** Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of United States.
- (e) **Entire Agreement:** This Agreement together with the Schedules attached to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Customer orders, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties.
- (f) **Waiver:** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- (g) **Assignment:** Customer may not assign any of its rights or duties under this Agreement without the prior written consent of Caliber, such consent not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.
- (h) **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- (i) **Allocation of Risk:** Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between Caliber and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.
- (j) **Relationship:** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.
- (k) **Equitable Relief:** The parties acknowledges and agrees that it would be difficult to compute the monetary loss to either party arising from a breach or threatened breach of this Agreement by the other party and that, accordingly, each party will be entitled to seek specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Customer.
- (l) **Force Majeure:** No default, delay or failure to perform on the part of either Party shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters or events. Performance times shall be considered to be extended for a period of time equivalent to the time lost because of such delay. Notwithstanding the forgoing, this Paragraph (l) shall not apply to the payment of Fees by the Customer.
- (m) **Survival:** Sections 1 (Definitions), 3 (Fees), 5 (Restrictions on Use), 7(f) (Compliance with Laws), 7(g) (Data Security), 10(b) (Warranty Disclaimer), 11 (Limitation of Liability), 14 (Effects of Termination), 15 (Ownership), 16 (Confidential Information), 17 (Indemnity), 18 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.

(n) Counterparts: This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

(o) Promotion: Customer grants to Caliber the right to use Customer's name and trademarks solely as a client reference in promotional and marketing materials in accordance with generally accepted industry standards and practices for such references.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Caliber and the Customer have duly executed this Agreement.

Colossus, Incorporated

City of O'Fallon, MO

Todd Richardson

MSO

Signature

Signature

Todd Richardson

Michael Snowden

Name

Name

Chief Financial Officer

City Administrator

Title

Title

9/14/2023

9-29-23

Date

Date



Schedule "A"

Fees and Payment Schedule

Payments Regarding Quotation Number Q-03955-1 Dated 05/10/2023.

1. 15% Upon Contract Execution - \$110,909.63
 2. 10% Upon Approval of initial Project Plan - \$73,939.75
 3. 15% Upon O'Fallon Admins access to CAD & RMS environment - \$110,909.63
 4. 25% Upon Completion CAD Admin, Mobile Admin and RMS Admin Training - \$184,849.38
 5. 25% Upon Completion of Go-Live - \$184,849.38
 6. 10% Upon Final System Acceptance - \$73,939.75
- Travel: to be Billed as Incurred \$54,900.00

Professional Services hourly rate for Q-03955: \$210

Upon order the Customer shall pay Caliber 50% and remaining 50% upon completion of Change Order deliverable.

PAYMENT TERMS:

The Annual Subscription Fees will be due in advance of each Renewal Term, payable net 30-days from the date of invoice, and are non-refundable.

Schedule "B"

Support Services for Software

SEVERITY	SEVERITY DESCRIPTION	RESPONSE
Priority 1 - Critical	<ul style="list-style-type: none"> ▪ The problem critically impacts the Client's ability to do business (mission critical usability problems) ▪ The system is down/inaccessible ▪ Results in corruption or loss of data ▪ No known workaround or solution to the problem at the time the call is logged 	30 minute response via Phone Submission
Priority 2 - Major	<ul style="list-style-type: none"> ▪ Prevents the use of an explicitly documented major function of the software ▪ A significant number of users are unable to use the system. ▪ EXISTING User logon issues ▪ No known workaround or solution to the problem at the time the call is logged 	2 hour response via Phone Submission
Priority 3 - Medium	<ul style="list-style-type: none"> ▪ It does not meet the criteria of a priority 1 or priority 2 ▪ Product does not work as explicitly documented ▪ Non-mission critical usability issues (e.g. printing) 	8 business hour response
Priority 4 - Minor	<ul style="list-style-type: none"> ▪ It does not meet the criteria of previous priorities ▪ The problem is minor and negligibly impacts the Customer's ability to do business. Routine priorities also include questions and/or general consultation. ▪ Documentation errors ▪ New user set-up ▪ New instance/schema set-up ▪ Data load (example: Citation codes) ▪ Installation Issues/Access set-up (new user, new machine, new method) 	5 business day response

Support Services for Application Software

The Following Support Services for Application Software (also referred to as "SSMS") are as follows:

The SSMS entitles customers to obtain licenses to utilize all upgrades and new releases of the Software released by Caliber so long as Customer is current on payment of its Annual Subscription Fees. Prior releases of licensed Software are supported no longer than twelve (12) months after a new release is announced by Caliber. Through participation in working groups across the Country, as well as regular interaction with Customers, Caliber is continuously improving its Software and this SSMS gives Customers the ability to take advantage of the latest innovations.

A cost estimate will be provided to Customer and approved by Customer before any onsite work commences. Customer will also be responsible for the cost of any equipment replacements or upgrades that may be necessary to accomplish the upgrade or to install the new version of Software.

1. Support Services for Software

a. Description of How Support Is Performed

The SSMA includes the services of Caliber's technical staff that perform support remotely utilizing the phone and a high speed internet connection. Software issues can be diagnosed and fixed remotely as long as the Customer has not misused the System and has maintained its equipment and Software in accordance with the Systems manual. In any case in which technical staff is required to visit the site to perform support services, the Customer will be charged for time and materials at the then current Caliber hourly rate, plus travel expenses.

b. Covered Software Issues

Software Subscription covers any issue or problem that is the result of a verifiable, replicable error (Caliber will use all reasonable means to verify and replicate) in the Licensed Software ("Verifiable Caliber Issue"). An error will be a Verifiable Caliber Issue only if it constitutes a material failure by the licensed Software to function in accordance with

the applicable licensed Software Documentation. Errors caused by the following circumstances are not covered under the SSMS:

- i. The licensed Software was modified by a party other than Caliber or
- ii. The error was caused by a defect, failure or issue with Customer's equipment or third party software not procured by Caliber, unless Caliber specifically indicated the equipment and/or software was interoperable with the licensed Software.

If Technical Support determines the Customer's problem is not caused by Caliber or its Systems, or Software, or is otherwise outside Caliber's reasonable control, Caliber is not obligated to provide support under this Agreement. This scenario is called "out of scope support." For out of scope support, whether provided remotely or at Customer's site, the Customer agrees to pay Caliber its fees for time and expense at Caliber's then current rate, in addition to any travel expenses incurred by Caliber for onsite "out of scope support."

c. Availability of Support—Hours and Days

Customer will have access to Caliber's technical support personnel ("Technical Support"), twenty-four (24) hours a day, seven (7) days a week. Communications with Technical Support will take place through the phone or portal.

The technical support personnel can be reached at the following phone number and portal address:

Phone: Toll Free – 800-274-2911; <http://caliberpublicsafety.na3.teamsupport.com/>

2. Billable Services:

Including but not limited to the services listed below are services that are out of scope for included Support Services and are, therefore, considered billable services.

- Conversion Costs
- Extended telephone training
- Forms redesign or creation
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services
- Agencies, bulk user set-up
- File imports/exports
- Interfaces to other applications
- Custom modifications (reports, forms, reversal of customizations)
- Data conversions / global modification to setup table data
- Extended Hardware & Operating System support
- Upgrades & support of third party software

3. Connection Methods

For certain applications, Caliber may require that a communication link be established and maintained between Caliber and the Customer site. It is the customer's responsibility to ensure the connection is valid at their location so that Caliber Support staff is able to connect to the site and resolve any issues. Caliber's supported methods of connection are: Direct internet, Direct Connection (modem), Caliber's BOMGAR support tool and Terminal Services (a backup connection may be required for file transfers).

4. Customer Responsibilities.

Customer will initiate all requests for Software Maintenance. A Representative of the Customer must be present at the location during the performance of any Software Maintenance if required. Customer may add additional contacts to the list of Software Maintenance contacts.

b. In the event Customer and Caliber have agreed that Caliber will provide any installation services, Customer agrees to assist in the provision of such installation services.

c. Customer accepts sole responsibility for any compatibility problems between the Software and the Application Software and any other application software or non-current software programs not maintained or supported by Caliber.

d. Customer will provide Caliber with a secure high speed remote access with a static internet IP address, to all servers and work stations running the Software, with firewall protection between the CAD network and the internet ("Secure VPN"). Customer will grant access rights to all Caliber personnel designated by Caliber as authorized by Caliber to need access rights. The Secure VPN solution employed by the Customer must support the Cisco VPN client and/or the Windows VPN client and/or Caliber's BOMGAR support tool. Should customer fail to provide a Secure VPN, Caliber reserves the right at any time, without notice, to triple the then current annual subscription fee billed Customer.

e. Customer shall at all times maintain protection against network virus, worms and other external threats to the Software.

f. It shall be the responsibility of the Customer to maintain all operating system and firmware updates, including version releases, patches and service packs for any Third Party Software that has been installed by Caliber.

g. It shall be the sole responsibility of the Customer to perform any and all backups of their System.

h. It shall be the sole responsibility of the Customer to administer any and all passwords and password changes in their System, including any password changes to InterAct Mobile; Caliber will defer all requests for password changes to the Customer's Administrator.

5. Operational Availability

Caliber shall create and maintain 99.5% availability of the RMS SaaS solution. Any deficiencies caused by Caliber shall be subject to Service Credits in accordance with the following table.

Length of Continuous Deficiency	Service Credits
4 to 8 hours	1 day of Service Credits which is equal to 1/30 th of Total Monthly Fees due to the Caliber.
8 to 48 hours	2 days of Service Credits which is equal to 1/15 th of Total Monthly Fees due to the Caliber.
48 to 96 hours	5 days of Service Credits which is equal to 1/6 th of Total Monthly Fees due to the Caliber.
Each additional block of 96 hours thereafter	Additional 5 days of Service Credits which is equal to 1/6 th of Total Monthly Fees due to the Caliber.

Service Credits shall be calculated separately for each incident of a deficiency and shall be added up to be assessed at the end of each month of Solution Maintenance. Service Credits, in any amounts, are not and shall not be construed as penalties and, when assessed, will be deducted from the Customer's next payment due to Caliber.

Schedule "C"

Colossus, Incorporated Privacy Statement

Date of last revision: March 4, 2012

INTRODUCTION

Protecting personally identifying information and our Customer's Data stored in Caliber's Internet application(s) is a core Caliber value. This Privacy Statement describes how Caliber collects and uses the personally identifying information you provide to us in order to access our Caliber Internet applications. It also describes the choices available to you regarding Caliber's use of your personally identifying information, and the steps you can take to access this information, and to request that we correct or delete it.

If you have questions about this Privacy Statement or want to contact us regarding how we handle your data, please send an email to info@caliberpublicsafety.com or write to us at:

Colossus, Incorporated
102 W. 3rd Street
Suite 750
Winston-Salem, NC 27101

HOW WE COLLECT INFORMATION

Caliber Programs and Services

Caliber collects a wide variety of information in the course of providing the Caliber hosted services. This information applies to both Caliber application users as well as the information they collect and process in the performance of their duties. All information entered by an Caliber Agency is the property of the Agency.

HOW WE SHARE YOUR PERSONALLY IDENTIFYING INFORMATION

We will only disclose your personally identifying information in the following situations.

- as required by law such as to comply with a subpoena, or similar legal process
- when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud or respond to a written government request
- if Caliber becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, we will provide notice before personally identifying information becomes subject to a different privacy statement
- to any other third party with your prior consent to do so

We will share your personally identifying information with third parties only in the ways that are described in this Privacy Statement. We do not otherwise sell your personally identifying information to third parties.

HOW WE SHARE RECORDS YOU ENTER INTO THE APPLICATIONS

Caliber Customers electronically submit data or information to the Services for hosting and processing purposes ("Customer Data"). Caliber will not review, share, distribute, or reference any such Customer Data except as provided in the Caliber Agreement executed by an End User Agency, or as may be required by law. In accordance with the Caliber Agreement, Caliber may access Customer Data only for the purpose of providing the Services, preventing or addressing service or technical problems, at a Customer's request in connection with customer support matters, or as may be required by law. Caliber will only share data that has been authorized for sharing by the Agency that originally entered the record.

ACCESSING AND UPDATING YOUR PERSONALLY IDENTIFYING INFORMATION

To review and update your personally identifying information to ensure it is accurate, contact us; or, if you are an Caliber customer, use our online tools.

Caliber will make commercially reasonable efforts to provide you reasonable access to any of your personally identifying information we maintain within 30 days of your access request. We provide this access so you can review it, make corrections or request deletion of your data. If we cannot honor your request within the 30-day period, we will tell you when we will provide access. In the unlikely event that we cannot provide you access to this information, we will explain why we cannot do so.

SECURITY

Providing security for the information entered into Caliber's Internet Application(s) is of paramount importance to Caliber. We take appropriate security measures to protect against unauthorized access to, or unauthorized alteration, disclosure, or destruction, of your personally identifying information. We use Secure Socket Layer (SSL) FIPS140-2 compliant encryption to encrypt the transmission of data with Caliber hosted systems. We operate in compliance with the FBI CJIS Security Policy.

LINKS TO OTHER WEB SITES

This Privacy Statement applies to Caliber Web services only. Our Site includes links to other Web sites. If you submit personally identifying information to any of those sites, your information is subject to their privacy statements, which includes but is not limited to Google Privacy Policy located at: <http://www.google.com/policies/privacy/>. We encourage you to carefully read the privacy statement of any Web site you visit.

CHANGES TO THIS PRIVACY STATEMENT

Please note that this Privacy Statement may change from time to time. If we change this privacy statement in ways that affect how we use your personally identifying information, we will advise you of choices you may have as a result of those changes. We will also post a notice on our home page that this Privacy Statement has changed.

CONTACTING US

Questions regarding this Privacy Statement or the information practices of the Company's Web sites should be directed to Colossus Privacy, 102 W. 3rd Street, Suite 750, Winston-Salem, NC 27101

Schedule "D"

Third Party Component Software License Terms

1. **Google Maps:** <https://developers.google.com/maps/terms> - Google Maps API Terms of Services with End User Terms and Privacy Policy set forth in Section 9.3. Google's Terms of Services are subject to change at Google's discretion without notice.
2. **Jaspersoft:** <https://www.jaspersoft.com/saas-terms-and-conditions-v110113>
3. **LexisNexis:** LexisNexis' terms of services are subject to change at LexisNexis' discretion without notice.

1. **RESTRICTED LICENSE.** CALIBER hereby grants to Customer a restricted license to use the CALIBER Services and any data contained therein, subject to the restrictions and limitations set forth below:

(i) **Generally.** CALIBER hereby grants to Customer a restricted license to use the CALIBER Services solely for Customer's own internal government purposes. Customer represents and warrants that all of Customer's use of the CALIBER Services shall be for only legitimate government purposes, including those specified by Customer in connection with a specific information request, relating to fraud prevention in connection with applications for homestead exemptions and as otherwise governed by the Agreement. Customer shall not use the CALIBER Services for marketing purposes or resell or broker the CALIBER Services to any third party and shall not use the CALIBER Services for personal (non- government) purposes. Customer shall not use the CALIBER Services to provide data processing services to third-parties or evaluate the data of or for third-parties. Customer agrees that if CALIBER determines or reasonably suspects that continued provision of CALIBER Services to Customer entails a potential security risk, or that Customer is engaging in marketing activities, reselling, brokering or processing or evaluating the data of or for third-parties, or using the CALIBER Services for personal (non- government) purposes or using the CALIBER Services' information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, CALIBER may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the CALIBER Services. Customer shall not access the CALIBER Services from Internet Protocol addresses located outside of the United States and its territories without CALIBER's prior written approval. Customer shall comply with all laws, regulations and rules which govern the use of the CALIBER Services and information provided therein. CALIBER may at any time mask or cease to provide Customer access to any CALIBER Services or portions thereof which CALIBER may deem, in CALIBER's sole discretion, to be sensitive or restricted information.

(ii) **GLBA Data.** Some of the information contained in the CALIBER Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and related state laws, (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the CALIBER Services, in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain CALIBER Services and will recertify upon request by CALIBER. Customer certifies with respect to GLBA Data received through the CALIBER Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) **DPPA Data.** Some of the information contained in the CALIBER Services is "personal information," as defined in the Drivers Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws, (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the CALIBER Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain CALIBER Services and will recertify upon request by CALIBER.

(iv) **Social Security and Driver's License Numbers.** CALIBER may in its sole discretion permit Customer to access QA Data (full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"). If Customer is authorized by CALIBER to receive QA Data, and Customer obtains QA Data through the CALIBER Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by CALIBER policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 2 below, Customer agrees that it will not permit QA Data obtained through the CALIBER Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by CALIBER. Customer may not, to the extent permitted by the terms of this Agreement, transfer QA Data via email or ftp without

CALIBER's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under this Agreement. CALIBER may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(v) **Copyrighted and Trademarked Materials.** Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the CALIBER Services. .

(vi) **National Change of Address Database.** CALIBER is a licensee of the United States Postal Service's NCOALINK database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Customer receives all or a portion of the NCOA Database through the CALIBER Services, Customer hereby certifies to CALIBER that it will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Customer agrees to complete, execute and submit to CALIBER the NCOA Processing Acknowledgement Form.

(vii) **Additional Terms.** Certain materials contained within the CALIBER Services are subject to additional obligations and restrictions. Without limitation, these services include news, business information (e.g., Dun & Bradstreet reports), and federal legislative and regulatory materials. To the extent that Customer receives such materials through the CALIBER Services, Customer agrees to comply with the Supplemental Terms and Conditions for Use of CALIBER Services contained at the following website: www.lexisnexis.com/terms/supplemental.aspx (the "Supplemental Terms"). The General Terms are hereby incorporated into this Agreement by reference.

(viii) **Fair Credit Reporting Act.** The CALIBER Services provided pursuant to this Agreement are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act, (15 U.S.C. §1681, et seq.), (the "FCRA"), and do not constitute "consumer reports" as that term is defined in the FCRA. Accordingly, the CALIBER Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the CALIBER Services to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by this Agreement, information received through the CALIBER Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to collect a debt, provided that such debt collection does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; or (6) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the CALIBER Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the CALIBER Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this section (viii), use the CALIBER Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the CALIBER Services to take any "adverse action," as that term is defined in the FCRA.

(ix) **MVR Data.** If Customer is permitted to access Motor Vehicle Records ("MVR Data") from CALIBER, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by CALIBER, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by CALIBER, Customer shall complete any state forms that CALIBER is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) CALIBER (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. Further, in response to any audit, Customer must be able to substantiate the reason for each MVR Data order.

(x) **American Board of Medical Specialties ("ABMS") Data.** If Customer is permitted to access ABMS Data from CALIBER, Customer shall not use, nor permit others to use, ABMS Data for purposes of determining, monitoring, tracking, profiling or evaluating in

any manner the patterns or frequency of physicians' prescriptions or medications, pharmaceuticals, controlled substances, or medical devices for use by their patients.

(xi) HIPAA. Customer represents and warrants that Customer will not provide CALIBER with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(xii) Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 1(ii), 1(iii) and 1(ix), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

(xiii) Economic Sanctions Laws. Customer acknowledges that CALIBER is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to CALIBER Services to any individuals identified on OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place CALIBER in a position of non-compliance with any such economic sanctions laws.

2. **SECURITY.** Customer acknowledges that the information available through the CALIBER Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to CALIBER Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the CALIBER Services for personal reasons, or (ii) transfer any information received through the CALIBER Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 1, take all commercially reasonable measures to prevent unauthorized access to, or use of, the CALIBER Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through CALIBER Services as it is being disposed; (g) unless otherwise required by law, purge all information received through the CALIBER Services and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt; (h) be capable of receiving the CALIBER Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by CALIBER; (i) not access and/or use the CALIBER Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by CALIBER; and (j) take all steps to protect their networks and computer environments, or those used to access the CALIBER Services, from compromise. Customer agrees that on at least a quarterly basis it will review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein. Customer will implement policies and procedures to prevent unauthorized use of User IDs and the CALIBER Services and will immediately notify CALIBER, in writing to the CALIBER if Customer suspects, has reason to believe or confirms that a User ID or the CALIBER Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons. Customer shall remain solely liable for all costs associated therewith and shall further reimburse CALIBER for any expenses it incurs due to Customer's failure to prevent such impermissible use or access of User IDs and/or the CALIBER Services, or any actions required as a result thereof. Furthermore, in the event that the CALIBER Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in CALIBER's reasonable discretion. Customer agrees that such notification shall not reference CALIBER or the product through which the data was provided, nor shall CALIBER be otherwise identified or referenced in connection with the Security Event, without CALIBER's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall remain solely liable for claims that may arise from a Security Event, including, but not limited to, costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including but not limited to, costs for credit monitoring or allegations of loss in connection with the Security Event, and to the extent that any claims are brought against CALIBER, shall indemnify CALIBER from such claims. Customer shall provide

samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to CALIBER for review and approval prior to distribution. In the event of a Security Event, CALIBER may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

3. **PERFORMANCE.** CALIBER will use commercially reasonable efforts to deliver the CALIBER Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the CALIBER Services; provided, however, that Customer accepts all information "**AS IS.**" Customer acknowledges and agrees that CALIBER obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on CALIBER for the accuracy or completeness of information supplied through the CALIBER Services. Without limiting the foregoing, the criminal record data that may be provided as part of the CALIBER Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain CALIBER Services which may be otherwise available. CALIBER reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the CALIBER Services. In the event that CALIBER discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, CALIBER will, at Customer's option, issue a prorated credit to Customer's account.

4. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the CALIBER Services' information, programs or computer applications. Customer acknowledges that CALIBER (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the CALIBER Services and the data and information that they provide. Customer shall use such materials in a manner consistent with CALIBER's interests and the terms and conditions herein, and shall notify CALIBER of any threatened or actual infringement of CALIBER's rights. Notwithstanding anything in this Agreement to the contrary, CALIBER or CALIBER's data provider shall own Customer's search inquiry data used to access the CALIBER Services (in the past or future) and may use such data for any purpose consistent with applicable federal, state and local laws, rules and regulations. Customer and CALIBER acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of CALIBER's information, product information, product development plans, forecasts, data contained in CALIBER Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" set forth in the Official Code of Georgia Annotated § 10-1-761(4). Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

5. **WARRANTIES/LIMITATION OF LIABILITY.** Neither CALIBER, nor its subsidiaries and affiliates, nor any third-party data provider (for purposes of indemnification, warranties, and limitations on liability, CALIBER, its subsidiaries and affiliates, and its data providers are hereby collectively referred to as "CALIBER") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the CALIBER Services) for any loss or injury arising out of or caused in whole or in part by CALIBER's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the CALIBER Services. If, notwithstanding the foregoing, liability can be imposed on CALIBER, then Customer agrees that CALIBER's aggregate liability for any and all losses or injuries arising out of any act or omission of CALIBER in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature

of the legal or equitable right claimed to have been violated, shall never exceed One Hundred Dollars (\$100.00); and Customer covenants and promises that it will not sue CALIBER for an amount greater than such sum even if Customer and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against CALIBER. CALIBER does not make and hereby disclaims any warranty, express or implied with respect to the CALIBER Services. CALIBER does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the CALIBER Services or information provided therein. In no event shall CALIBER be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof. Due to the nature of public record information, the public records and commercially available data sources used in CALIBER Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. CALIBER Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

6. **INDEMNIFICATION.** To the extent permitted by applicable law, Customer hereby agrees to protect, indemnify, defend, and hold harmless CALIBER from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to (a) use of information received by Customer (or any third party receiving such information from or through Customer) furnished by or through CALIBER; (b) breach of any terms, conditions, representations or certifications in this Agreement; and (c) any Security Event. CALIBER hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the CALIBER Services or data contained therein, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to CALIBER; (ii) Customer must provide any assistance which CALIBER may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by CALIBER); and (iii) CALIBER has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, CALIBER will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the CALIBER Services; (2) Customer's failure to use any corrections made available by CALIBER; (3) Customer's use of the CALIBER Services in combination with any product or information not provided or authorized in writing by CALIBER; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the CALIBER Services, or if CALIBER determines that any part of the CALIBER Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, CALIBER may in its sole discretion and at its option (A) procure for Customer the right to continue using the CALIBER Services; (B) replace or modify the CALIBER Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the CALIBER Services; or (C) terminate this Agreement and refund any fees relating to the future use of the CALIBER Services. The foregoing remedies constitute Customer's sole and exclusive remedies and CALIBER's entire liability with respect to infringement claims or actions.

7. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other applicable state or federal laws, regulations or rules, regulatory agency requirements, this Agreement, and CALIBER's obligations under its contracts with its data providers and CALIBER's policies, CALIBER may conduct periodic reviews of Customer's use of the CALIBER Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of CALIBER Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by CALIBER will be subject to immediate action including, but not limited to, suspension or termination of the license to use the CALIBER Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

8. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of information, data and CALIBER Services; payment for the CALIBER Services; audit; CALIBER's use and ownership of Customer's search inquiry data; disclaimer of warranties; security; customer data and governing law shall survive any termination of the license to use the CALIBER Services.

9. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to CALIBER Services on Customer's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions under Paragraph 1 and the security requirements of Paragraph 2. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to CALIBER Services no less than annually. Customer shall keep records of such training.

10. **TAXES.** The charges for all CALIBER Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account. If the Customer is tax exempt, the Customer shall provide evidence of its status, upon request.

11. **CUSTOMER CHANGES.** Customer shall notify CALIBER immediately of any changes to the information on Customer's account for the CALIBER Services.

12. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other.

13. **CHANGE IN AGREEMENT.** By receipt of the CALIBER Services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Paragraph 1 herein, changes in pricing, and changes to other provisions of this Agreement as CALIBER shall make from time to time by written notice to Customer. CALIBER may, at any time, impose restrictions and/or prohibitions on the Customer's use of the CALIBER Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in CALIBER policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by CALIBER of such restrictions, Customer agrees to comply with such restrictions.

14. **PUBLICITY.** Customer will not name CALIBER or refer to its use of the CALIBER Services in any press releases, advertisements, promotional or marketing materials.

15. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

16. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: CALIBER has adopted the "CALIBER Data Privacy Principles" ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at: [http: \[RESELLER WEB PAGE or LN's page at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx\]](http://www.lexisnexis.com/privacy/data-privacy-principles.aspx).

17. **ENTIRE AGREEMENT.** Except as otherwise provided herein, this Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the CALIBER Services and all matters within the scope of this Agreement. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in this Agreement shall, with respect to the CALIBER Services and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any new, other, or different terms supplied by the Customer beyond the terms contained herein, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by CALIBER unless CALIBER agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals.

18. **MISCELLANEOUS.** If any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.



Caliber
PUBLIC SAFETY
Protecting Tomorrow-Today.™

Statement of Work

City of O'Fallon , MO

CAD, Mobile, RMS, and digiTicket Project


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GENERAL INFORMATION

This Statement of Work ("SOW") is entered into and agreed upon effective as of **09/28/2023** by and between Colossus, Incorporated (hereinafter referred to as "Caliber", "Caliber Public Safety" or "CPS"), and the customer identified below ("Customer"). This SOW expressly incorporates by reference the entirety of that certain Master Purchase, License & Services Agreement dated **09/28/2023** between Caliber and City of O'Fallon (the "Agreement"). If the Customer identified below is not a party to the Agreement identified above, then the Customer identified below agrees that upon incorporation of the Agreement into this SOW all provisions applicable to the "Customer" in the Agreement shall be applicable to the Customer identified below. Upon execution by Caliber and Customer, this SOW shall constitute a binding Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. Reference is also made to certain Quotation/Sales Order # **Q-03955-1** dated **05/10/2023** signed by Caliber and Customer (the "Order Form").

Effective Date:	09/28/2023		
Customer Name:	City of O'Fallon		
Designated Location:	1019 Bryan Rd, O'Fallon, MO 63366		
Customer Contact:	Mike Nunnery		
Customer Phone:	636-379-5650	Customer Email:	munnery@ofallon.mo.us

Statement of Work Approval (Customer Name)

Print name/title of authorizing person:	Michael Snowden, City Administrator		
Signature of authorizing person:		Date:	9.29.23

Statement of Work Approval – COLOSSUS, INCORPORATED


Print name/title of authorizing person:	Chad Brymer		
Signature of authorizing person:		Date:	09/14/2023





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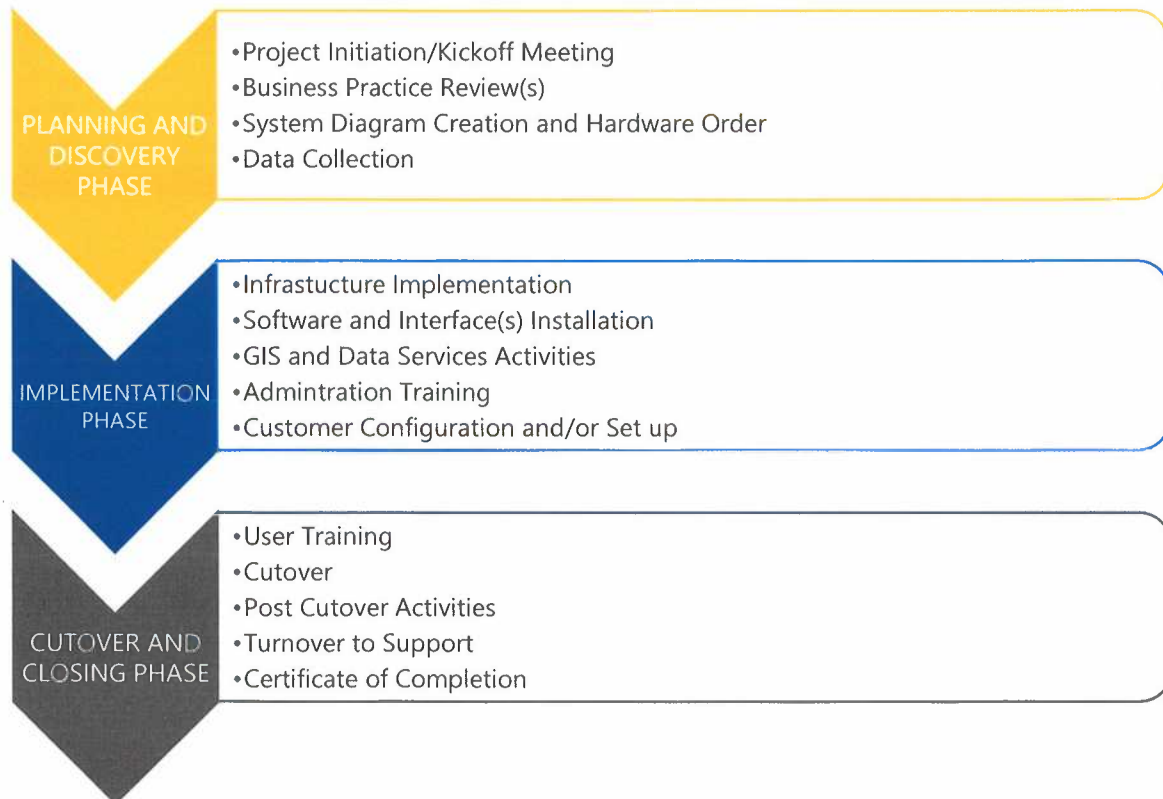
SECTION 1: INTRODUCTION

This Statement of Work ("SOW") defines scope, project services, deliverables, dependencies, assumptions and responsibilities of Customer and Caliber for the implementation of the Scope of Work (the "Project") defined below.

In case of any conflicts, inconsistencies or discrepancies, the following will be the established order of precedence for all documents:

1. Statement of Work (SOW)
2. Quotation/Order Form
3. Change Orders
4. Software As A Service Agreement
5. Caliber response dated: 10/21/2022 to RFP# 22-068

Caliber Public Safety's project implementation methodologies focuses on utilizing defined industry and program management best practices. An overview of our high-level methodology is highlighted below. Details on each phase and tasks are included in Section 3.



This document includes the following sections:



- Section 2: Project Team, Communication, and Escalations
- Section 3: Scope of Work
- Section 4: Scope of Services, Responsibilities, and Deliverables
- Section 5: Infrastructure Requirements
- Attachments as necessary

SECTION 2: PROJECT TEAM STRUCTURE, COMMUNICATION, AND ESCALATIONS

During the project, Caliber Public Safety will assign a team that will support your project. We will establish a Steering Committee that is comprised of Customer and Caliber Public Safety personnel to ensure that all facets of the project are managed appropriately, and all decisions are being made in a timely manner. The Caliber Public Safety Project Manager will coordinate the implementation effort with Customer staff. This responsibility includes managing, documenting, and monitoring the overall project in accordance with this SOW.

The Caliber Public Safety project team:

Personnel is subject to change based on availability.

ROLE	RESPONSIBILITIES	POC(s)	Contact Information
Project Executive Sponsor	Escalation point for issues that arise beyond the project level	<i>Vice-President of Professional Services</i>	Chad Brymer cbrymer@caliberpublicsafety.com
Project Manager	The project manager will be the primary point of contact and responsible for the management of this SOW regarding CPS Deliverables. This includes project tracking, customer guidance, project oversight, CPS resource scheduling, customer coordination, risk mitigation and delivery.	<i>Project Manager</i>	Michael Sturgeon msturgeon@caliberpublicsafety.com
Sales Executive	The sales executive will be the point of contact for any questions about the sale and future change orders	<i>Sales Executive</i>	Edward Fields efields@caliberpublicsafety.com
Application Consultant & Technical Team	Through the implementation, Application Consultants will be assigned to review existing processes and consult in how to best implement the systems in Operations; this includes review of current practices, data, and/or internal processes. This team will also be the team that will provide training and cutover support on the applications being deployed	<i>Application Consultants</i>	Beverly Goodin – CAD Application Consultant bgoodin@caliberpublicsafety.com Chrissie Hatton – RMS Application Consultant chatton@caliberpublicsafety.com Eric Tookes – RMS Application Consultant etookes@caliberpublicsafety.com



Statement of Work

City of O’Fallon, MO; Quote: Q-03955 dated (2022-05-10)

Technical Services Team	The Technical Team is responsible for data migrations, GIS work, Software, Interface Installation, and Deployments.	<i>Data Services</i> <i>GIS</i> <i>Deployment</i>	Jeremy McDougal jmcdougal@caliberpublicsafety.com Stephen Plafcan splafcan@caliberpublicsafety.com Charles Smith csmith@caliberpublicsafety.com
Customer Support Services Team	Following go-live, you will be assigned a Caliber Public Safety Customer Success Manager who will be your “go-to” resource for questions, issues, additional training, and onsite support as required.	<i>Vice-President of Customer Success</i>	Rachel Ferguson rferguson@caliberpublicsafety.com

Customer Project Team:

Caliber requires that the Customer assign appropriate staff for key tasks in the project 100% through the duration of the task as described in the project plan. The specific number of employees is up to the Customer and dependent on how the assigned staff can make decisions about configuration of the systems and their area of expertise and influence on users for change management. The assigned project manager will work with the Customer’s project managers to map the Customer’s staffing requirements.

The success of the project starts at the beginning of the project even before the contract award is finalized. Caliber Public Safety will sell the products, services, and experience but it is the Customer who owns the solution. As such, your support, dedication, and ownership will set the tone from the beginning.

Creating a Core Team — this is the Customer’s team that will assist Caliber with:

- Clear knowledge of current department business practices, department policies and procedures.
- Authority to make or suggest new business practices for the department.
- Users who will function as the department experts and have the skills to train/assist other users.
- Basic working knowledge of computers (example: browsers and browser settings, file attachments).
- Working knowledge of Microsoft Office (understand copy and paste, save files locally).
- Willing to participate in open classroom discussions.

Maintain a Partnership with the Caliber team — together we will succeed!

- Actively participate in meeting and project activities.
- Completing data collection worksheets, wholly and accurately.
- Fully engage in training activities.
- Thoroughly test and exercise the systems.
- Plan for change management activities for your organization.
- Plan and “staff up” for project Go-Lives.

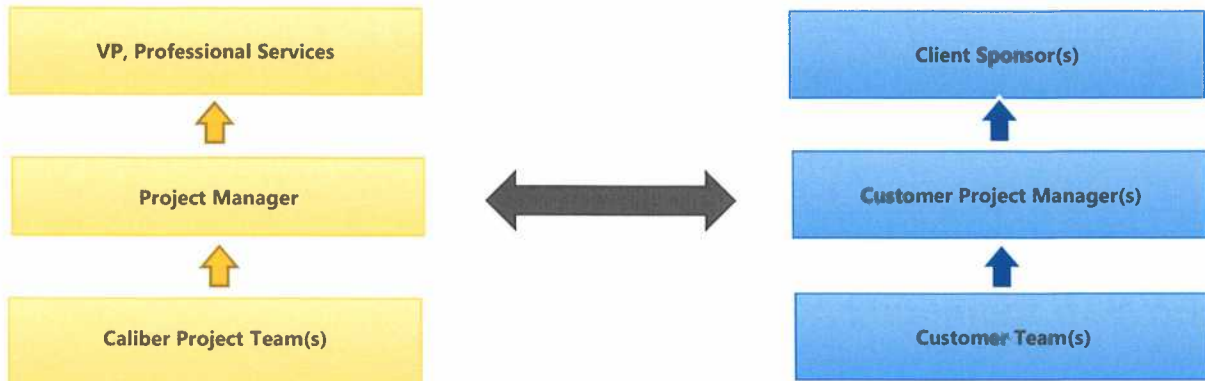
During the project implementation, the following hierarchy will be use and this includes escalations:

Project Hierarchy:



Statement of Work

City of O'Fallon, MO; Quote: Q-03955 dated (2022-05-10)



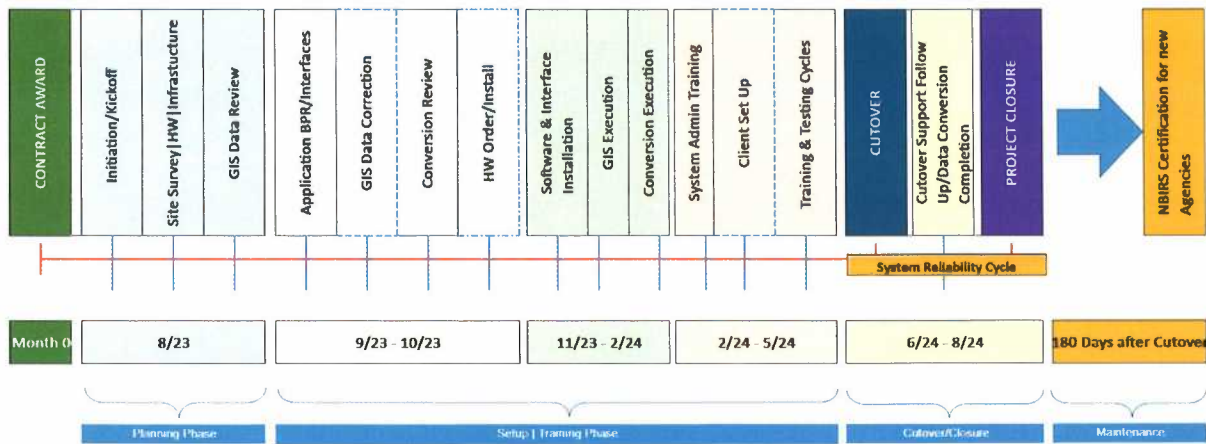
If for any reason an escalation is made by either O'Fallon or Caliber, both parties agree to follow the above hierarchy. Caliber and the City agree to use sound management practices and best efforts to resolve any issue or obstacle – including reassignment of personnel, if necessary, to improve the working relationship.



SECTION 3. SCOPE OF WORK

The following sections describe the timeline, products, and services to be provided.

3.1: Proposed Timeline



The timeline above is for a baseline and typical deployment that assumes all major systems will be deployed in parallel. If there are other factors, CPS can review the timeline in conjunction with the Customer.

3.2 Product(s), Ancillary (ies), Interface(s) and Custom Work

The Customer has procured the following products, ancillaries, and interfaces and/or Custom Work. In case of discrepancies between the scope outlined below and the Order Form, the SOW supersedes the Order Form.

Software Maintenance will commence as follows:

For hosted products, the subscription will start at contract signature.

Product and Version; Ancillary Application(s); and Interface(s)	
CPS CAD NG Version 10.22 or later Client: Four (04) CAD Software Hosted FT CAD with CJIS Five (5) CAD Software Hosted PT CAD with CJIS Nine (09) CAD/Map Engine Software License/3rd Party Software	
Included in CAD are the following ancillaries: <ul style="list-style-type: none"> Offline Operations – included sites that have one site; additional sites require the procurement of an additional appliance server Validation Service CPS Maps Version 10 or later, which includes: <ul style="list-style-type: none"> GPS Tracker (Used if Customers want to view GPS/AVL data on the CPS (map) if mobile is included in the quote. 	Ancillaries included in this deployment based on Order Form/PO: <ul style="list-style-type: none"> WebCAD - (View Only) License (30 concurrent users) WebCAD – Add-On Incident Create (10 Users) InterDEx™ (if Embedded CIS is procured). <i>This requires a signed MOU by the client prior to contract signature or at contract signature.</i>



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Product and Version; Ancillary Application(s); and Interface(s)	
<p>Included in CAD are the following baseline interfaces:</p> <ul style="list-style-type: none"> • 9-1-1 interface ** • Pagegate interface** • Phase II wireless** 	<p>Interfaces included in this deployment based on Order Form/PO:</p> <p>Four (4) CJIS Query Only*1 Five (5) CJIS Query Only (Admin/Backup)*1 Utility BodyWorn Camera One-Way Interface</p> <p>Two Way Interface with CAD:</p> <ul style="list-style-type: none"> o RapidSOS w/Alerts
<p>CPS Mobile Version 10.22 or later License Quantity :</p> <p>Subscription: One Hundred Thirty One (131) Mobile Annual Subscription NLETS Host (includes soft token)</p> <p>Client: Eighty (80) Mobile Mapping Client Software (per client)</p>	
<p>Included in Mobile Server are the following ancillaries:</p> <ul style="list-style-type: none"> • Mobility Service 10.19 or greater • ICE 8.8.0 or greater • AVL/GPS Tracker • InterDEX™ (if Embedded CIS is procured) <p>Note: This requires a signed MOU</p>	<p>Ancillaries included in this deployment based on Order Form/PO:</p> <p>Mobile Mapping* requires ESRI license</p> <p>Interfaces included in this deployment based on Order Form/PO:</p> <ul style="list-style-type: none"> • CJIS Query Only
<p>RMS Version 11.11 or later</p> <p>Subscriptions:</p> <p>One Hundred Sixty-Four (164) Online RMS Plus – Sworn Users Five (5) - 100GB Online RMS Data Storage One (1) Accurant Query – Large Pack (up to 12,000) One (1) Online RMS eCitation (digiTicket) Interface (one-way) Nine (9) Community Reporting (up to 90,000) One (1) Municipal Court System (ShowMeCourts) Interface One (1) State Court System Interface One (1) MoDEX interface One (1) STARS Reporting Interface One (1) LiveScan Interface</p> <p>Crime Mapping Module One (1) Online RMS Google Places Validation Large (100-249)</p>	
<p>Included modules/ancillaries</p> <ul style="list-style-type: none"> • AdHoc Reports - Standard • Admin - Customer Management • Admin - State and Municipal Statute Management • Admin - User Management • Broadcast Messages • Crime Visualization Tool • Field Contact Management • Google Map Integration • Image & Attachment Management • Incident Reporting • Incident Based Reporting Submissions (NIBRS or State IBR where supported) • Master Indices: Person, Vehicle, Location, Organization, Property, and Gang Management • Notifications • Person Caution Management • Smart Search • Subscriptions • Case Management • Evidence Management 	



Product and Version; Ancillary Application(s); and Interface(s)
<ul style="list-style-type: none"> • Field Arrest Management • Permit Management • Photo Lineups • RMS Citation Tracking • Assets and Inventory • Tow Impounds • Scheduling State UCR/IBR Certification • Warrant Management • InterDEX™ (if Embedded CIS is procured) Note: This requires a signed MOU. <p><i>Following ancillaries require additional set up and training:</i></p> <ul style="list-style-type: none"> • Ad Hoc Reports – Administrator • Civil Process • Calls for Service – Direct Entry • Custom Forms and Fields • Fleet Management • Inventory Management - Basic • Officer Daily Log • Training Module
Custom Functionality, Ancillaries and/or Interfaces
<ul style="list-style-type: none"> • One (1) FileOnQ Interface

****1 Interfaces do not include any third-party components, licensing and/or hardware. The third-party vendor must conform to CPS's standard interface specifications.***

****2 Interface must conform to CPS Standard CAD API.***

3.3 Services

The Customer has procured the following services associated with the products, ancillaries and interfaces outlined above. In case of discrepancies between the scope outlined below and the Order Form, the SOW supersedes the Order Form.

System	Description
CAD	Professional Services include the following – remote unless otherwise noted: When on-site, the services will be provided during business hours 8 A.M. to 5 P.M. CST <ul style="list-style-type: none"> • Project Management • Kickoff/Initiation Meeting • Onsite; Business Practice Review (BPR) • System Configuration and Hardware Order Confirmation • Basic GIS data setup • CAD Data Conversion – Priors Only • Software Installation and Configuration for CPS provided hardware • Ancillary set up for WebCAD and NCIC • Interface set up for following included interfaces: <ul style="list-style-type: none"> ○ 911, Pagegate, Phase II Wireless, Master Time Clock • Interface set up for following procured interfaces: <ul style="list-style-type: none"> ○ RapidSOS • Onsite; CAD Functional and Integration Acceptance Testing • Onsite; Training as follows: <ul style="list-style-type: none"> ○ One (1) Session of CAD Administration Training (4 days, 4 students max)



System	Description
	<ul style="list-style-type: none"> ○ Eight (8) Sessions of User Training - 2 days per each session for 8 students per session. ○ Two (2) CAD Portable Training Kit (4 workstations or 4 laptops) temporary use during training sessions only – to be shipped back to CPS ● Remote; Training as follows: <ul style="list-style-type: none"> ○ Map Display Admin Training ● Onsite; three (3) days to include two (2) product support staff to cover extended hours as mutually agreed for Cutover Preparation & Cutover – CAD will cut same week as Mobile.
Mobile	<p>Professional Services include the following – All remote unless otherwise noted: When on-site, the services will be provided during business hours 8 A.M. CST to 5 P.M. CST</p> <ul style="list-style-type: none"> ● Project Management/Consultation ● Kickoff Meeting ● Business Practice Review ● System Set up in Caliber Cloud ● Software Installation and Configuration (includes Install 3 Mobile NG clients and train client to install remaining mobiles). ● Training as follows: <ul style="list-style-type: none"> ○ Mobile Admin (1-day class), 8 users maximum. ○ Onsite - Four (4) Days of Mobile User Training – Two, four-hour session per day, 16 trainees per session. ● Onsite; three (3) days to include, Cutover Preparation & Cutover – Mobile will cut same week as CAD. <p><i>These tasks will be combined with CAD Tasks as deemed applicable.</i></p>
RMS	<ul style="list-style-type: none"> ● Professional Services include the following – Services are provided Remotely unless otherwise noted. All Project Tasks \ Services will be provided during normal business hours of 8 A.M. to 5 P.M. local agency time with exception of up to 30 training hours requested to be provided outside of those hours. ● Project Management ● Kickoff/Initiation Meeting ● Onsite; Business Practice Review (BPR) System Configuration ● System Configuration and Agency Setup ● Interface Setup and Configuration (for 7 Interfaces purchased) ● Caliber Cloud Configuration ● RMS Data Conversion Platinum Package #2 – Arrest, Citations, Civil, Incidents and Warrants Packages – New ● RMS Development Services – FileOnQ Interface ● Training as follows: <ul style="list-style-type: none"> ○ Onsite: One (1) Session for Administration Training – 2 Days for Eight (8) Students Max ○ Onsite; RMS User Training – 20 Sessions for up to Eight (8) hours each session with Eight (8) Students Max per session. ○ Onsite: One (1) Jasper Ad Hoc Report Training – 2 Days, four (4) users maximum ○ Onsite: Two (2) Custom Forms Training – 1 Day for eight (8) Students Max ● Onsite; three (3) days to include Cutover Preparation & Cutover – RMS will cut same week as the CAD & Mobile cut live. ● NIBRS Certification Assistance ● Post Cut Follow Up



System	Description
Travel	Estimated Travel Expenses Total listed in both Order Forms is \$54,900. Any travel expenses above the estimations listed in each of the Order Forms will be handled via change order.

3.4: Hardware and/or 3rd Party Components

Hardware and/or third-Party Components deliverables:

Product and Version	Hardware/3 rd Party Components
CAD/Mobile	<ul style="list-style-type: none"> City of O'Fallon to provide all hardware

3.5 Project Conditions

Scope, Functionality, and Changes

The Customer understands and acknowledges that this project will deliver a set of products as outlined in the table above with functionality, features, integration, and workflows, which are designed to operate as, delivered to Customer. Such products will not be customized, modified, altered, added, or changed by CPS at the Customer's request other than as specifically identified and priced in the Order Form or a subsequently issued Change Order. Accordingly, the Customer accepts the CPS products **as-is** and will not require functionality or feature gaps based on comparison to Customer's existing installed applications or other CPS product lines; Customer's internal workflows are subject to change to adapt to the CPS Products.

In addition, CPS reserves the right to deploy and rollout the following items based on availability and shall not constitute a requirement for cutover and/or final payment of the overall project.

- Any modules, features and/or interfaces specifically identified in the SOW as a roadmap or future development and listed in the table above under the column named: "[Custom Functionality, Ancillaries and/or interfaces](#)".
- Delays or unavailability of external systems and/or interfaces not made available by the Customer or third-party agencies to CPS.

Customer Delays

All services outlined in this SOW are offered and delivered based on and subject to the following assumptions and prerequisites, which are the sole responsibility of the Customer. CPS shall not be responsible for any delays in project implementation and/or system performance problems if and to the extent that such delays and/or system performance problems result from the non-conformance of the Customer's environment and personnel with such assumptions and prerequisites. Where CPS personnel are requested to rectify non-conformance with such assumptions, prerequisites, the Customer will be charged for such services at time, and materials rates separate from and in addition to the price quoted for the applicable services on the applicable Order Form.

Map

If CPS Map is included in one of the products procured, then the Customer is required to have Esri ArcGIS 10.3 or higher (ArcGIS 10.8 is preferred due to backwards compatibility) to create new map and tile packages utilized within CPS Map. Additionally, the associated Esri Network Analyst Extension and ArcGIS Standard level license is required to create new routing packages. For Agencies new to ArcGIS, CPS recommends ArcGIS Administrator training which may be provided by our in-house ArcGIS Training staff. If the Customer requires this training, CPS will provide a Change Order.

Data Ownership

The Customer shall own all data, including but not limited to geo-data. As the owner of such data, it is the Customer's responsibility to ensure the integrity, accuracy, and completeness of such data. CPS shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data. CPS shall provide the Customer with pre-defined code tables, which will be delivered as-is. Any changes to the code tables or data conversion services are the Customer's responsibility.



Scope Change and Change Orders

Changes to the scope of the project can be initiated only by a written Change Order signed by both parties and may affect the project cost and/or schedule. All alterations to an executed Order Form and Statement of Work require a written Change Order signed by an authorized representative of the Customer and an authorized representative of CPS. The Change Order serves as an amendment to the "parent" document and enumerates the modifications.

Work Hours

- All work will be performed at the Customer site or CPS offices and will be performed during normal business hours (8 A.M. CST to 5 P.M. CST) unless mutually agreed upon. For work to be performed outside of normal business hours, CPS reserves the right to charge additional fees.

Cancellation Policy

- In situations where the parties have agreed on a specific date for CPS to perform training or other services at the Customer's site, the Customer shall be responsible for adequately preparing the applicable site and ensuring availability of the applicable Customer personnel and/or contractors to facilitate CPS's performance of the scheduled services.
- In the event the Customer wishes to cancel or reschedule a scheduled site visit or the required preparation was not completed at the appointed time for the scheduled site visit, the Customer shall pay to CPS: (i) the per diem services fee for travel time associated with the actual travel undertaken by CPS personnel and authorized subcontractors en-route to the applicable Customer site ("Billable Travel Time"), and (ii) reimbursement for any non-refundable travel and lodging expenses incurred by CPS and authorized subcontractors in connection with such scheduled site visit ("Non-refundable T&E").
- Unless otherwise specified in the applicable Order Form or SOW; In the event that the Customer provides written notice of its cancellation of a scheduled site visit at least three (3) business days prior to the appointed date and time of the scheduled visit, the Customer will be required to pay any applicable Billable Travel Time and Non-refundable T&Ms.
- For avoidance of doubt, the foregoing payments relating to Billable Travel Time and Non-refundable T&E are intended to compensate CPS for expenses associated with a lost day of work and related expenses.

State UCR/IBRS Reporting Submission

The Online RMS Incident Reporting process was designed to capture and validate data in compliance with the Federal NIBRS (National Incident Based Reporting System) standard. This design provides Customer data administrators the capability to produce a standard FBI NIBRS positional flat file directly from the Online RMS without modification to the system. Your Agency may fall into one of two categories depending on your State NIBRS program.

1. **NIBRS+ State Specific Submissions:** Some States have chosen to extend upon the FBI NIBRS standards by requiring agencies to capture and submit data above the Federal NIBRS standards. Caliber has achieved NIBRS+ certification in the following states: Indiana, Kansas, Michigan, Missouri, South Carolina, Texas, and Virginia. Agencies residing in these States can begin the State specific NIBRS certification process with their State NIBRS Authority when the Customer desires. Agencies are responsible for contacting the State NIBRS authority and managing the certification process themselves. NIBRS certification assistance is included as an add-on service for agencies desiring assistance with the certification process. Agencies residing in States where the State-specific submission format is not currently supported by Caliber are responsible for manual entry of the data as required in the State NIBRS portal until such times as the State specific submission method is commercially supported by Caliber.
2. **Standard NIBRS FBI & State Submissions:** Agencies residing in States that follow the Federal NIBRS standard for data capture or have permission to submit directly to the FBI NIBRS program can begin the NIBRS certification process with their State NIBRS Authority at such time as the Customer desires. Agencies are responsible for contacting the State NIBRS authority and managing the certification process themselves.

Clients are responsible for confirming the status of their State UCR/NIBRS program, submission outputs available and requesting exceptions as appropriate. In addition, clients are responsible for confirming the accuracy of their State offense code mappings to the Federal NIBRS offense codes. These mappings drive the incident wizard validation



process and need to be accurate to ensure correct reporting. Cut-live and the final payment milestone is not dependent upon the Customer NIBRS certification process being completed.

Cutover Delays/ Project Acceptance

If at no fault of Caliber, the Customer may elect not to Cutover any single application, ancillary module, interface, or major feature; however, this shall not prevent CPS from proceeding with Cutover or any subsequent task. CPS will support the Cutover of any pending application, ancillary module, interface, or major feature at the time the Customer is ready via remote access **up to three (3) months post cutover date**. Remote access will be limited to half-day (1/2) day per application, ancillary module, interface and/or major feature.

If the pending application, ancillary module, or major feature is not cutover at the completion of the three (3) months post cutover date; CPS will execute the Certificate of Delivery and will close the project deeming all deliverables accepted.

Customer will work with their Customer Success Manager to complete necessary CPS services intended for completing the pending application, ancillary module, interface, or major feature not cut-over after three (3) months from the original cut live date.

Network Requirements if hosted at NLETS

Network Latency: Hosted application(s) responsivity will fluctuate based on the network latency between the customer PSAP and Caliber datacenters. As network latency increases, the Hosted application(s) responsivity will decrease.

Network Bandwidth: We recommend a minimum of 10Mbps upload and 10Mbps download, dedicated, business class Internet Service Provider. As with any cloud/hosted application, Hosted application(s) responsivity will decrease with decreasing bandwidth.



SECTION 4. TASKS, RESPONSIBILITIES AND DELIVERABLES

PLANNING AND DISCOVERY PHASE

Task 0: Project Management	CPS	Customer
Provide oversight, definition, tracking, and guidance of the project to ensure successful delivery of the Customer 's project in accordance with this SOW.	X	X
Manage the expectations of the Stakeholder Management Team, (herein defined as key Customer representatives, sponsors, stewards, third parties, and others), project team, end users, and public regarding the tasks to be completed on the project.	X	X
Conduct scheduled project status meetings with Customer and Stake Holders along with providing project status reports. Meetings and project status reports will follow mutually agreed upon cadence.	X	X
Enforce and administer the Agreement and SOW inclusive of any project change orders and invoices.	X	
Schedule all CPS staff and subcontractor support to ensure project progress and completion in accordance with the project schedule.	X	
Identify potential risks to the project and develop contingency plans to ensure that the project remains on track. Areas of potential risk will be discussed with the Customer once identified.	X	X
Coordinate and facilitate all Customer staff and third party (vendors and/or agencies) support to ensure project progress and completion in accordance with the SOW and project schedule.		X
Provide a Project Schedule that will include timelines, resources, predecessors, and critical paths. This Project Schedule will be review and agree with the Customer, as it will require commitment and allocations form Customer staff to execute such schedule. Once the schedule is agreed, it will require mutual updates and agreements by both Parties to maintain the project in budget and on time.	X	X
Review Payment Terms under <u>Attachment B. Milestone Payment Schedule.</u>	X	X
<u>Deliverables:</u> 1. Project Schedule 2. Project Status Meetings 3. Project Status Reports 4. Contingency Plans (as applicable)		



Task 1: Project Initiation/Kickoff Meeting	CPS	Customer
Customer and CPS will conduct kickoff meeting according to agreed agenda. Kickoff is not to be delayed more than 30 days from contract signing unless mutually agreed.	X	X
Conduct a formal review of the signed SOW, Order Form, and MP&L. Any deviations from the signed SOW will be handled via Change Order.	X	X
Review Welcome Package which outline the immediately data/actions needed to be done by the Customer and provide Site Survey questionnaire to be filled out by the Customer. For CAD, this includes review of the map data requirements. See Attachment A. Map Display Data Requirements.		X
Establish a Customer Core Team that will be able to participate during the project in accordance with the schedule and be able to make decisions on behalf of Customer on how the system is to be set up, used, trained, and deployed. This team should also have the capability to bring other staff as needed for a particular skill need. I.e.: IT, GIS Expert, etc...		X
Establish a clear chain of communication, escalation, and authority.	X	X
Review the process, agenda, resource, and scheduling requirements for the next upcoming activities for the project inclusive of the dates for the delivery of the data/actions set forth in the Welcome Package	X	X
Deliverables: 1. Kickoff Agenda and Presentation 2. Establishment of Core Team		

Task 2: Business Practice Review (BPR)	CPS	Customer
<p>CPS will execute a Business Practice Review by performing the following tasks:</p> <p>For CAD & Mobile, CPS will:</p> <ul style="list-style-type: none"> Conduct an initial demo of the CAD & Mobile System with the Customer's core team using generic data. Observe and review dispatch procedures regarding daily operations, 'needs and wants' and gather additional understandings of the current processes. Provide recommendations for accommodating, and in some cases streamlining these processes when the new CAD is implemented. Discuss the following topics: agency overview, operational overview, call taking process, dispatching process, supervisor process, resource recommendation process, wreckers and other considerations where applicable. Discuss areas that the Agency wishes to improve with the new system. Discuss with Customer's core team data that will be needed for CAD admin training such as Departments, personnel, users, incident codes, etc. 	X	X



<ul style="list-style-type: none"> Map Data Review Meeting with Customer's Core Team. The purpose of the assessment is to enable CPS to gain an understanding of the current workflows and confirm the data gathered during the prior task. This assessment will include: <ul style="list-style-type: none"> Review of the data requested in the welcome package Review of Data to be converted and what is needed in preparation to the Data Services Activities Review of GIS Map Data Display Document and what is needed in preparation to the GIS Activities (This applies to CAD and Mobile) Validation of findings from previous trips Review of the Interfaces included in the scope and requirements needed to implement such interface(s) <p>For RMS, CPS will</p> <ul style="list-style-type: none"> Conduct an initial demo of the RMS System with Agency's core team and complete a walkthrough of the Records Department (if feasible) to gather additional understandings of the current processes. Discuss needs that led to the purchase of a new system. Discuss areas that the Agency wishes to improve with the new system. Discuss the usability of all RMS modules and ancillaries. Walk through with the Core Team all the Agency Set up needed and leave behind for Agency's completion. Review of the Interfaces included in the scope and requirements needed to implement such interface(s) <p>In addition, both BPR's will cover the following general reviews:</p> <ul style="list-style-type: none"> Training and Cutover Planning Review 		
Customer's Core Team and/or appropriate staff is to participate during the BPR.		X
CPS will document an implementation plan based on the gatherings of the Customer's BPR in how to best implement the systems. This will be an ongoing plan that will be evaluated as each task(s) (which might not happen sequentially) are being worked.	X	
Customer's Core Team and/or appropriate staff will review the implementation plan based on the gatherings of the Customer's BPR.		X
<u>Deliverables:</u> 1. Implementation Plan based on completed BPR		

Task 3: System Infrastructure Review and Hardware Order (when applicable)	CPS	Customer
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<p>For CAD & Mobile, CPS will:</p> <ul style="list-style-type: none"> Assign a technical Deployment Engineer to review the setup of all hardware, software and CPS applications listed under Section 2 and document in a diagram. This diagram will be referred to as the System Diagram. This document will be updated at the completion of this task and at the end of the project. In addition, Technical Deployment Engineer will review the hardware and its accompanying software to be ordered based on the applicable Order Form and in relationship to the System Diagram. Order the necessary Hardware and 3rd Party components and ship to Customer's Site Location. Set up the infrastructure at NLETS for the software procured and listed under Section 3. <p>For RMS, CPS will:</p> <ul style="list-style-type: none"> Set up the infrastructure at NLETS for the software procured and listed under Section 3. Review workstation requirements for the applications(s) which consist of: <ul style="list-style-type: none"> PC, laptop, or tablet with a broadband Internet connection. MS Windows computer running Internet Explorer 8 or later for RMS workstations. Major browsers including IE, Chrome, Firefox, and Safari All RMS software will be installed at the CPS's hosting center. There is no requirement for RMS software installation on the client workstations. The RMS is deployed as a web application that operates in a standard web browser. 	X	
<p>For CAD & Mobile, Customer will:</p> <ul style="list-style-type: none"> Assign a person(s) with IT and network understanding to consult, collaborate and be responsible for information about current business processes and requirements. Review and approve the System Diagram provided by CPS. Provide Connection to CPS to access the procured Hardware and 3rd Party components at arrival to the Customer's site. <p><i>The Customer has five (5) business days to review the document and note any discrepancies and/or changes, if no discrepancies and/or changes are identified between this time such document is deemed accepted.</i></p>		X
<p>Technical Deployment Engineer will review Section 6. Infrastructure Requirements and assure conformance with the stipulations in this section. Any discrepancies will be documented, and the CPS Project Manager will discuss the Customer's Project Manager.</p>		X
<p>Deliverables: 1. System Diagram for each major system (as applicable) 2. Hardware Order for CAD and Mobile (when applicable for CPS)</p>		

Task 4: Geofile Data Review	CPS	Customer
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Provide one (1) high-level review that includes spot checking and comparing GIS road centerlines, structure points, Telco MSAG and/or Subscriber file	X	
Provide the Customer with the Data Review Report detailing potential deficiencies within the data	X	
Schedule conference call with the Customer to discuss the Data Review Report's findings (if applicable).	X	
Provide GIS data in Esri shapefile or geodatabase format. Shape files to provide include data such as road centerlines, structure points, ESN polygons, etc. GIS data to be provided to CPS within 10 days of the Kick Off Meeting.		X
Provide Telco MSAG and/or subscriber file within 10 days of the Kickoff Meeting.		X
Provide Responder information (geographical area and ESN assignment) within 10 days of the Kickoff meeting.		X
Review Data Review Report as provided by CPS		X
Attend conference call with CPS Data Services for report explanation (if applicable).		X
Correct or procure CPS services to correct any data deficiencies/problems within the data. The Customer may choose to load the data "as is". Any deficiencies will be Customer's responsibility to correct and resubmit for data conversion/load.		X
Deliverables: 1. GIS Data within 10 days of the Kickoff meeting. 2. Corrected GIS Data		

Task 5: Data Conversion Review	CPS	Customer
Customer to provide CAD and RMS data to be converted within 30 days of kickoff meeting. This will ensure the quickest review for any necessary resolutions as well as conversion start date.	X	X
Review and agree to a data conversion scope will be documented on a Data Conversion Scope Document and that was initialized during the Customer Assessment Task. Customer participation needs to include personnel with product understanding and capable of making decisions for the Customer and/or provide information about current business processes and requirements.	X	X
Conversion will be limited to the packages procured and listed under Section 3.		
Provide data in a format suitable for conversion. As the owner of the data, extract the data from the existing system or provide the data files to CPS.		X



<p>The Customer shall own all data. As owner of such data, it is the Customer's responsibility to ensure integrity, accuracy, and completeness of such data. CPS shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data.</p>		X
<p>Deliverables: 1. Data Conversion Scope Document. Conversion for Mobile is not applicable</p>		

IMPLEMENTATION PHASE

Task 6: Hardware (when applicable) and Software Installation	CPS	Customer
<p>For CAD, CPS will:</p> <ul style="list-style-type: none"> • Stage the Hardware at Customer site and configure the procured products and interfaces in accordance with the agreed Implementation Plan. • Perform internal testing of completed systems. • CPS will provide installation training and/or assistance to up to three (3) workstations/mobiles per product. Unless there are additional workstations/mobiles to be installed (See procured services under Section 3) 	X	X
<p>Deliverables: Task Report for Installation has been provided to the Customer</p>		

Task 7: GIS Conversion Execution	CPS	Customer
<p>Following receipt of the needed corrective item(s) per the checklist created in Customer Assessment Review meeting, CPS will provide a conversion of the Customer's GIS data to meet the format requirements of the Map Display and/or CAD Software - this will be limited to two (2) reviews</p>	X	
<p>Assist Customer with Responder area setup onsite; the goals will be to:</p> <ul style="list-style-type: none"> • Demonstrate CADMSAG/Areas/Responders • Review/discuss Areas/Responders accuracy • Review/discuss Unit/Orgs accuracy • Customer signs off on Areas/Responders 	X	X
<p>Create Map Display Project utilizing converted GIS data.</p>	X	
<p>Create CAD MSAG utilizing sources as provided by the Customer.</p>	X	
<p>Load Map Display Project.</p>	X	
<p>Take ownership and responsibility for any corrections needed to GIS data. Any delays to the Project, however caused, will necessarily push the timeline for completion of this task out, and therefore will require a change order for a project extension.</p>		X



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Act as the single point of contact between any agencies and/or third-party vendors not contracted to CPS but required to support the Geofile.		X
<u>Deliverables:</u> 1. Loaded Map		

Task 8: Application(s) Data Conversion(s) Execution *	CPS	Customer
Following agreement of conversion scope, perform an initial data conversion process.	X	
Review resulting files with the Customer, document any problems, and collaborate with the Customer on a plan for corrective action	X	
Correct any problems identified during the initial data conversion task in accordance with the data conversion plan.		X
Confirm that all the requested data has been delivered, Including · Provide data in non-proprietary format for CPS data import process. · Provide data dictionaries, file layouts, sample reports for legacy data, printouts, file transfer protocols, and data specifications on the data to be converted. · Provide definition of fields, their formats and values, and assist CPS in mapping the existing values to those required for CPS databases		X
Review resulting reports/converted data with CPS, document any problems, and collaborate with CPS on a plan for corrective action within five (5) business days of receiving the results.		X
Correct any problems identified during the initial data conversion task in accordance with the agreed schedule.		X
Provide CPS with the complete set of final data files to be converted in accordance with the data conversion plan.		X
The Customer will be provided conversion reports or credentials to review the converted data on a test environment (as applicable) prior to Final Data Load to production environment.		X
The Customer has ten (10) business days to review the data conversion and note any discrepancies and/or changes, if no discrepancies and/or changes are identified between this time periods, the data conversion is deemed accepted.		X
CPS to complete the CAD data conversion prior to Cut Live.	X	
CPS to complete the RMS Master Indices prior to Cut Live. Remaining modules and/or 'catchup' data will be completed post Cut Live.	X	
Note: (*) Please refer to the Data Conversion Plan attachment included with SOW. <u>Deliverables:</u> 1. Initial Conversion for RMS this will be limited to Master Indices for cutover 2. Final Data Conversion for RMS will be provided post Cutover		



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Task 9: Interface Set Up	CPS	Customer
Deploy the available interfaces in accordance with Section 3 and in accordance with the agreed upon implementation plan. This also applies to any Custom Functionality and/or Ancillaries and/or Interfaces listed in Section 3 unless otherwise mutually agreed and/or stated in this SOW.	X	
Take ownership and responsibility for all interface hardware, software licenses, modifications, or additions to any systems not supplied, installed, tested, or licensed by CPS. Any delays to the Project, however caused, will necessarily push the timeline for completion of this task out, and therefore, will require a Change Order for a project extension.		X
Act as the single point of contact between agencies and/or third-party vendors not contracted to CPS but required to support all interfaces.		X
Provide CPS with the physical connections for each interface, to allow CPS to test the functionality of each interface at the time of software installation. If the interfaces are currently in operation, it is the Customer's responsibility to disconnect each of the interfaces from the operational environment to facilitate interface testing.		X
Deliverables: 1. Installed Interfaces		

Task 10: Demonstration of CAD with Response Data	CPS	Customer
CPS will provide a CAD Demonstration of Customer Response data within the CAD System to provide the Customer with the understanding on the functional data and its use. ** Mobile and OnlineRMS are not included in this demonstration	X	X
Customer 's Core Team and Dispatch Staff, especially Dispatch Supervisor(s) are to participate in demonstration and provide feedback against the agreed implementation plan		X
Deliverables: 1. CAD Demonstration with Customer Response Data		

Task 11: Admin Training	CPS	Customer
CPS will provide CAD, Mobile and RMS Administrative Training Courses (number of sessions and Students as outlined in section 3.3).	X	X
Training will be conducted at the Customer's location unless otherwise noted below and will be performed in accordance with Section 3.	X	X
Develop and deliver training agendas and materials prior to the training sessions.	X	
Participate in the training session by providing the adequate personnel participation		X
Provide the appropriate training area and workstations for the CPS trainers, inclusive of internet access, server and workstation access, teacher's workstations, projector, whiteboard, and markers.		X



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Trainees will be instructed on CAD, Mobile and RMS administrative functions.	X	X
Training will include instruction on how to build out functional data within CAD and RMS. Functional data will include data such as Units, Organizations, Personnel, Responses, Apparatus etc. for CAD.	X	
For any functional data not completed during training, Homework will be provided to the City Administrators to complete prior to functional testing.	X	X
<p>Note: (*) Please refer to the Admin Agenda attachments included with SOW. <u>Deliverables:</u> 1. Training Materials 2. Training Session(s)</p>		

Task 12: Functional Test Plan Creation	CPS	Customer
To test functionality, Caliber will deliver to the customer all standard test plans.	X	
To test interfaces, Caliber will deliver to the customer all Interface Control Documents (ICDS) as available.	X	
To test workflows, the customer will develop a test plan that captures scenarios (calls for service) to test the application(s)		X
<u>Caliber will consult with the customer on scenarios, workflow test that can be used to test the application against business flows</u>	X	X
<u>Review and document any changes required to be used by the customer to test the application(s) in accordance with documented product functionality.</u>	X	
<u>Deliverables: 1) Application Test Plan(s) and ICDs per product as applicable</u>		

Task 13: Functional Test Execution	CPS	Customer
During this test execution the testing plan(s) will be performed by the customer. Caliber will serve as a consultant for these events. Caliber will be onsite for (2) two business days, testing may continue remotely.	X	X
Utilizing the agreed to Application Functional Test Plan(s) and/or Interface Control Document(s) as applicable, the customer will test the application and will report any issues to be addressed no later than 5 days after test completion.		X
Any Priority 1 or 2 issues that may present as blocking cutover will be mutually reviewed and have an agreed upon plan for resolution. Other non P1/P2 issues will be handled in accordance with the terms of the master support agreement. .	X	
<u>Deliverables: 1) Task Report Completion</u>		

Task 14: User Training	CPS	Customer
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CPS will provide CAD, Mobile and RMS User Training Courses (number of sessions and Students as outlined in section 3.3).	X	X
Training will be conducted at the Customer's location unless otherwise noted below and will be performed in accordance with Section 3.	X	X
Develop and deliver a training agenda and training materials prior to the training sessions.	X	
Participate in the training session by providing the adequate personnel participation		X
Provide the appropriate training area and workstations for the CPS trainers, inclusive of internet access, server and workstation access, teacher's workstations, projector, whiteboard, and markers.		X
Trainees will be instructed on end user functions to enable successful understanding and use of the CAD, Mobile and RMS products.	X	X
Train any remaining staff (not trained by CPS) that will be utilizing the applications for cutover		X
<p>Note: (*) Please refer to the User Agenda attachments included with SOW. <u>Deliverables:</u> 1. Training Materials 2. Training Session(s)</p>		

CLOSING and CUTOVER PHASE

Task 15: Cutover	CPS	Customer
<p>Once all other phases and tasks are completed, CPS will develop a Cutover Readiness Plan with the Customer that will illustrate the requirements, and activities required to bring into production using the Scope of Work defined in Section 3. The execution of Cutover will be at the mutually agreed upon date with the Customer but following the completion of User Training.</p> <p>Prior to, the Customer must be current with all payments as set forth on the terms and conditions of the agreement.</p>		
Develop with the Customer a Cutover Readiness Plan	X	
Execute a go/no-go meeting with the Customer in conformance with the project schedule against the Cutover Readiness Plan.	X	X



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Bring products to operational use and monitor the products, ancillaries, and interfaces for three (3) days onsite (<i>cutover hours will be during Customer's business hours unless otherwise agreed in the Implementation Plan</i>) Any Cutover delays resulting from or related to Customer cause shall be supported via remote access rather than onsite.	X	X
At Cutover, begin using the products and notify CPS of any issues in accordance with the Cutover Readiness Plan.		X
Deliverables: 1. Cutover Readiness Plan 2. Application(s) placed in production use		

Task 16: Closing Tasks	CPS	Customer
<u>Post-Cutover Support</u> occurs 2+ weeks following Cutover: CPS will provide onsite post-Cutover Support (2 days)	X	X
<u>Turnover Meeting:</u> Arrange and perform a turnover meeting to review the Project and any open issues as outlined on a turnover document with the Customer, and CPS Success Manager	X	X
<u>Data Conversion Completion:</u> CPS will complete any remaining RMS conversion activities to include 'catchup' data. Customer will provide final review\approval.	X	X
<u>NIBRS Certification Assistance Package:</u> Caliber will act as point of contact for all NIBRS correspondence. The assigned personnel will need the support and backing of agency Command Staff and an Agency resource to expedite the completion of certification.	X	X
<u>Execution of a Certificate of Completion (COD):</u> CPS will deliver a certificate of delivery that will list all components in Section 3 has been installed, trained and cutover unless otherwise noted via change orders. This COD will serve as the Agency's sign off and acceptance of the project. This certificate will be sent to Customer/Agency with a request to highlight any exceptions and/or disagreement from completion in five (5) Business Days from delivery of the COD. If CPS does not receive any sign off and/or notifications from Customer/Agency the project will deemed accepted and close after such five (5) Business Days.	X	X



SECTION 5: ONSITE AND TRAINING ACTIVITIES

CAD				
<u>Session</u>	<u>Quantity</u>	<u>Duration</u>	<u>Attendees Allowed</u>	<u>Location</u>
BPR/Kickoff	1	2 Days	N/A	Onsite
CAD Admin	1	4 Days	4	Onsite
CAD User	8	2 Days	8	Onsite
CAD Functional Testing	1	3 Days	N/A	Remote\Onsite
Precut Prep	N/A	8 Hr	N/A	Remote\Onsite
CAD Cut	1	3 Day*	N/A	Onsite
CAD Post Cut	1	2 Day	N/A	Onsite
Mobile				
<u>Session</u>	<u>Quantity</u>	<u>Duration</u>	<u>Attendees Allowed</u>	<u>Location</u>
BPR	1	1 Day	N/A	Onsite
Mobile Admin	1	1 Day	8	Onsite
Mobile User	8	4 Hr	16	Onsite
Precut Prep	N/A	8 Hr	N/A	Remote\Onsite
Mobile Cut	1	3 Day*	N/A	Onsite
Mobile Post Cut	1	1-2 Day	N/A	Onsite
RMS				
<u>Session</u>	<u>Quantity</u>	<u>Duration</u>	<u>Attendees Allowed</u>	<u>Location</u>
BPR	1	2 Days	N/A	Onsite
RMS Admin	1	2 Days	8	Onsite
RMS User	20	1 Day	8	Onsite
Precut Prep	N/A	8 Hr	N/A	Remote\Onsite
RMS Cut	1	3 Days*	N/A	Onsite
RMS Post Cut	1	2 Days	N/A	Onsite
RMS Custom Forms	2	1 Day	8	Onsite
RMS Jasper AdHoc	1	2 Days	4	Onsite
Note (*): Cut Lives to occur in same week				



SECTION 6: INFRASTRUCTURE REQUIREMENTS

<p>Electrical and Network Infrastructures: The Customer's electrical and computer network (LAN and WAN) infrastructures shall be stable and sufficient to meet the bandwidth requirements of the Caliber solution being implemented. Inadequate infrastructure frequently results in less than desirable performance. If Mobile software is purchased, CPS is not responsible for the inability of a particular network to support features of the mobile software due to bandwidth restrictions</p>
<p>LAN and WAN Compliance: Electrical and computer network (LAN and WAN) infrastructures are to be compliant and tested to latest industry standards by the Customer.</p>
<p>Software Installation: With respect to CPS Software installed at the Customer's site, so long as the Customer remains current on annual support and maintenance fees, CPS will provide, once made generally available, all updates, upgrades, patches, and workarounds to the Software covered under this Agreement. The Customer agrees to assist in the installation of such items. Any installation services requested by the Customer will be offered at CPS's then-current rates. For all hosting solutions, the software will be installed at CPS's hosting center based on the Order Form.</p>
<p>Software Compatibility: The Customer accepts sole responsibility for any compatibility problems between the Software and any other application software or non-current software programs not maintained or supported by CPS.</p>
<p>Remote Access: The Customer shall provide CPS with secure high-speed remote access with a static IP address to all servers and workstations running CPS Software. The Customer will grant access rights to all CPS personnel so designated in writing by CPS as authorized by CPS to need access rights. The high-speed access must be in place prior to the beginning of the installation process. The Customer's failure to provide secure high-speed remote access will be considered a material breach of the Agreement.</p>
<p>Viruses and External Threats: The entire network must be protected with Antivirus (AV) software and shall be kept up to date by the Customer with all the latest virus definitions and operating system patches/service packs.</p>
<p>Software Updates: It shall be the responsibility of the Customer to maintain all operating system and firmware updates, including version releases, patches, and service packs for any third-party software that has been installed by CPS.</p>
<p>Bandwidth: The minimum available bandwidth to each workstation should be no less than 100mbps and should be greater between multiple locations.</p>
<p>Antivirus: The entire network must be protected with Antivirus (AV) software and shall be kept up to date by the Customer with all the latest virus definitions and operating system patches/service packs. CPS directories must be excluded from AV scans.</p>
<p>Virtual Environments: When using Virtual Machines ("VMs" running VMware or other Virtual Environments: 1) CPS is not responsible for loss of performance due to issues with VMware, Host Server workload, Host network bandwidth or disk storage space. 2) CPS must approve the Customer –provided Virtual Environment, including hardware, number of virtual machines running on the host, network bandwidth, disk systems, and any other aspect of the Virtual Environment. 3) The Customer is responsible for the hardware and hardware support for the physical server that runs the Virtual Machine – the VM Ware Host. 4) The Customer is responsible for the support of the VMware, including but not limited to, licensing,</p>



updates, support, and any other issue, which is VMware, related.

5) The Customer will provide and procure support and maintenance of the operating system and database software running to the Virtual Machines.

6) Virtual Environments shall be limited to only CPS products and those 9-1-1 related products (CAD, RMS, Jail, Fire, and Mobile). The Customer's production servers may not operate on the same Host environment as CPS's products.

Physical Security: The Customer will be responsible for the establishment of procedures to provide physical site security for delivered hardware and software systems and their components. This security will include protection from losses caused by natural threats, forced entry, acts of violence, and internal sabotage. The Customer will be responsible for implementing procedures necessary to safeguard the integrity and security of the software and data used in this project from access by unauthorized persons.

Network Security: The Customer will be responsible for the establishment of procedures to provide security for its networks, hardware and software systems, and their components. This security will include protection from security threats entering the Customer's IT systems through the Internet or the Customer's internal networks.

External Network Connectivity: The Customer shall be responsible for establishment of any required external access to the CPS CAD network. Depending on the Customer's desired implementation, external access might be necessary for certain products offered by CPS such as WebCAD. Minimum requirements for this external access include but are not limited to, a static IP address assigned by Customer ISP, firewall configuration allowing any incoming request to be properly translated, port forwarded, or routed, and appropriate security as part of that configuration at the firewall so that no part of the closed CAD network will be subject to security threat. CPS will work with the Customer by providing network infrastructure and IP configuration information that will be required by the Customer when establishing external access by network address translation, port forwarding, or routing.

Removal of Old Hardware: The Customer is responsible for the removal of old hardware.

Data Backup and Storage - RMS: All RMS data backups for the production CPS RMS environment will be the responsibility of CPS. CPS will complete the following: 1) Backup the data nightly to both disk and tape.

2) Perform weekly full backups to disk and tape.

3) All backups will be stored off-site for additional protection.

4) CPS will handle all data recoveries from backup as required.

CPS Users and Permissions Requirements :

Windows Users

1) A "service account" is needed with Administrator permissions on each server.

2) A user account (typically named CPS) is needed for maintenance and installation.

3) This account also needs admin permissions on each server and workstation. If Admin permissions are not provided, agency staff with permissions will need to be available and ready to provide necessary access as needed.

SQL User

4) A SQL user account needs admin permission on each server and workstation.

5) This account needs DBO rights to each database in the CPS system.

6) The databases used vary depending on the products installed.



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AntivirusExclusions:

1) CPS must have AV exclusions set for any directory containing CPS Software. This can include the following: C:\InterAct

C:\ProgramFiles\InterAct

C:\ProgramFiles (x86)\InterAct

their directories may need to be excluded, depending on products installed. Detailed lists of excluded directories are available from CPS personnel and may depend on your environment and products installed.



ATTACHMENT A. MAP DISPLAY DATA REQUIREMENTS

The embedded CAD Map or Mobile Map will hereafter be referred to as the Map. All data utilized for the Map must be in Esri format. All map data layers should include a .prj file (or metadata) containing coordinate system/projection information.

The Map's primary function is to locate the position of a caller when they dial 911. When location information is received, the Map will zoom to the specific location. Other functionality may include Automatic Vehicle Location (AVL), Navigation, Routing and Driving Directions. The Map also supports aerial photography and satellite imagery.

Final map data to be utilized for the Map will need to be provided to Caliber 60 days in advance of install date.

For the Map to perform, three data sources are required in Esri format:

1. Road Centerlines

Road centerlines must be a polyline (cannot be a polylineZ or polylineM). For full functionality, the road centerlines must contain the following fields and attribute values:

Street - Complete road name, for auto-labeling and some queries. STREET should match exactly the tidy sum of the four road name component fields (Prefix, Name, Type & Suffix) in the Telephone Company 911 Subscriber and MSAG files. The name "E SMITH ST" is a typical value for the STREET field.

- PreDir - Prefix Direction, such as "E."
- Name - Root word(s) of the road name, such as "SMITH."
- Type - Road type, such as "ST" (street).
- Suffix - Suffix direction, e.g., "W," or city quadrant, e.g. "NW."
- L F Add - (Numeric Field) Left From Address. This would be the first possible address on the left side of the road. (See map 1)
- R F Add - (Numeric Field) Right From Address. This would be the first possible address of the right side of the road. (See map 1)
- L T Add - (Numeric Field) Left To Address. This would be the last possible address of the left side of the road. (See map 1)
- R T Add - (Numeric Field) Right To Address. This would be the last possible address on the right side of the road. (See map 1)
- Community Left - Telephone Company MSAG Community for the left side, facing the direction of the line section. This direction depends on the address range.
- Community Right - Telephone Company MSAG Community for the right side.

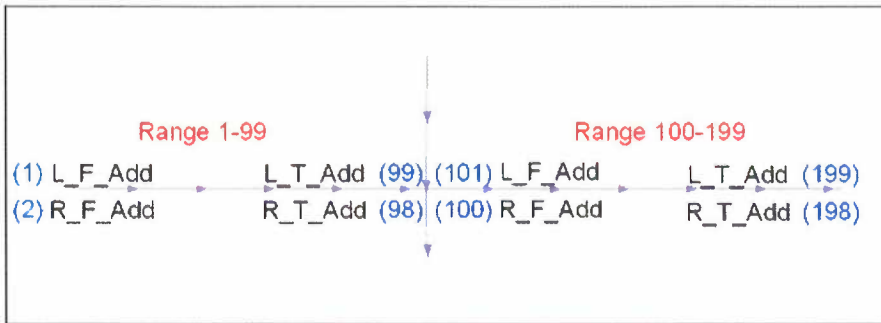
The field names for the above do not have to match exactly; however, the content of the fields should be consistent with those above. These fields are necessary for the Map to accurately perform to its highest level. You may also choose to have other fields in addition to the required fields. Road type (hwy, county



or city), surface type (paved, gravel or dirt), or lane type (2 lane or 4 lane) are some examples of additional fields you could utilize. Having additional fields may provide more flexibility to symbolize roads based on certain criteria. It is also recommended to include fields with ESN and emergency responder information (See ESN/Emergency responder section below for more information).

Also note some additional information regarding your road centerlines:

- Road ranges - Intersection to intersection (segment) address ranges for all roads (Telephone Company MSAG shows ranges for the complete road not intersection to intersection). Without this information, the Map will not have full functionality. See Map 1.
- Community - Community for that specific road section (Telephone Company MSAG should contain this information).



MAP 1

Optional Cost Routing

The Map will perform cost routing by line length (shortest path) and using one or more pairs of weight fields. To enable cost routing four fields must be present: Ft_cost, Tf_cost, F_Zlev and T_Zlev. Ft_cost = the "weight" assigned to the segment ('from node' to 'to node'). Tf_cost = the "weight" assigned to the segment ('to node' to 'from node').

- F_Zlev = Elevation ("from node")
- T_Zlev = Elevation ("to node")
- Typical values for "weights" are travel time in minutes. This is often computed as (length) / (speed limit) = travel time.
- To make street segments one way, set weight to -1 (negative one).

For example, a one way street segment is 100 feet with speed limit of 35mph.

$$100 / 5280 \text{ (ft per mile)} = .018939 \text{ Length in Miles}$$

$$35\text{mph} / 60 = .583333 \text{ miles/minute}$$

$$\text{Ft_cost} = .018939 / .583333 = .0325 \text{ (minutes)}$$



Tf_cost = -1 (cannot travel/one way)
F_Zlev = Elevation
T_Zlev = Elevation

2. Structure Points

Structure points must be a point (cannot be a Multipoint). They are Latitude/Longitude positions for all inhabitable structures.

If structure points are not available, the Map will temporarily geocode (mathematically interpolate) an address to the road centerline address ranges.

Fields containing the following information are required within the structure points:

- Number - (Numeric Field) Structure address number.
- Street - Telephone Company MSAG valid Street name "Main St".
- Community - Telephone Company MSAG Community. Should match Telephone Company MSAG.
- -Addr - Complete address to include number, street and community.
- Example: 100 Main St, Oakdale

As with road centerlines, the field names do not have to match exactly, but the field contents need to have the information listed above.

Street name (full street name), point type (residential, commercial, etc.), structure type (brick, frame, etc.) and house color are some examples of additional fields that could prove useful in customizing the map.

3. ESN/Emergency Responders Areas

ESN/Emergency Responder Area information may be in form of polygons or added as fields in the road centerlines. This information must be present to enable enhanced Responder functionality within InterAct CAD (if purchased). Emergency Responder Areas must be broken down to the level intended for dispatching which may include zones, beats, and any secondary, tertiary, etc.

Fields containing the following information are required for emergency responder areas to perform properly:

- Primary Law Responder
- Primary Fire Responder
- Primary EMS Responder
- Primary Rescue Responder (if applicable)
- Secondary Law Responder
- Secondary Fire Responder
- Secondary EMS Responder
- ESN Number (if applicable)

Optional Layers



Other than the Centerline and Structure layers, layers or backdrops may be added. County or Parish boundaries, city boundaries, rivers and streams, lakes, railroads, ESN boundaries and fire hydrants are some examples of optional layers that could serve useful in the map.

Aerial Photography

Aerial photo images may be utilized in the Map as a background layer to the digital map layers. Aerial photo files must consist of 1-4 mosaic images. Images may be in any file format acceptable by ESRI ArcMap.

Data Manipulation

The Map is a View only map solution. Data manipulation cannot be performed in this software. GIS software such as Esri's ArcMap will be necessary in order to export data to Esri format. This serves to keep mapping changes under administrator control.



digiTICKET ECITATION SOLUTION

Software Licenses Fees:

- digiTICKET Server Software – 1 license is required regardless of the number of client licenses ○ Includes one manual RMS or Court System Export license

- digiTICKET Mobile Client Software – 1 license is required for each device running digiTICKET
- digiTICKET Mobile to RMS Mobile Interface – 1 license is required for each device using the interface

NOTE: This interface enables digiTICKET to access person/vehicle query data from RMS or CAD mobile software applications. This capability is highly dependent on the quality and consistency of data being provided by the RMS mobile Software. Because digiTICKET must rely on the RMS software and because the format of data returned from the state message switch can vary so widely, Saltus cannot guarantee 100% accuracy of returned data.

To configure this interface, Saltus developers use actual return datasets provided by the customer for each state being configured. A minimum of 5 person and vehicle returns (more than 5 will increase accuracy of the interface) must be provided by the customer to allow developers to create parsing algorithms for each state being configured. The standard interface includes in-state returns and 2 additional states of your choosing. Additional states can be added for an additional cost.

- Additional Exports – 1 license is required for each additional data export (per instance of the 3rd party software)

NOTE: Fees charged by RMS or Court system vendors are not included as part of this proposal and will need to be negotiated separately between the agency and each respective vendor.

Professional Services:

- Standard Implementation and Training Services include project management, requirements gathering, basic system configuration, quality assurance testing, user acceptance software testing, end user training and the deployment of digiTICKET.
- Other services related to non-standard configuration tasks, are included based on our knowledge of your requirements.



Hardware:

- Hardware items such as rugged tablet computers, USB barcode scanners, thermal printers and associated warranties, cables, etc.
- See line-item hardware quote on following page for specifics related to quote above.

NOTE: The use of existing tablet computers, barcode scanners and/or printers must be approved by Saltus. If approved, customer must provide a minimum of two of each existing device types for system configuration and testing purposes.

NOTE: Saltus does NOT provide hardware installation services. The Customer is responsible for installing all hardware.

Paper:

- digiTICKET prints to thermal printers. Saltus provides premium thermal paper with high temperature ratings and extended archive-ability (typically 10 to 20 years).
- 4" wide paper is sold by the roll. Each roll contains 60 to 75 pages per roll (depending on the length of the ticket)
 - Standard deployments include pre-printing the back of the ticket with violator instructions. This is an optional capability requiring a one-time setup fee.
 - Pre-printed ticket paper has a 50-roll minimum order quantity.

Hosting:

- The server application is web based. Saltus utilizes Rackspace to provide hosting services. See additional information on following pages. Hosting fees are paid annually and are considered part of ongoing maintenance and support fees.
 - Hosting can be performed by the customer but requires an onsite server and additional implementation services fees. No hosting fees would apply.

Recurring Annual Fees:

- Annual Maintenance and Support fees are paid annually beginning in year 2 and are a percentage of the total software license fees.
 - The percentage is greater if the customer hosts the server application on site.



Implementation and Support Services

The Saltus Solution Delivery Methodology is used for all solution deployments. This is a structured process that ensures that all possible issues and all requirements are jointly identified by Saltus, and customer resources and all system configuration changes are approved by the customer prior to any work being performed by Saltus engineers. This process ensures that Saltus and the customer are always on the same page and that expectations are being met throughout the entire process.

The activities contained within this methodology are as follows:

- **Requirements Definition:** Saltus will facilitate a workshop with subject matter experts from various customer departments to ensure that the solution is configured specifically the way the customer wants it.
- **System Configuration:** Once all requirements are documented, digiTICKET is then configured to meet the customer's specific needs. This includes the setup of all ordinances, user roles and permissions, printed ticket formatting, mobile client configuration, report development, interface creation and testing, etc.
- **User Acceptance Testing:** Once configured, Saltus will then facilitate a User Acceptance Testing session in a classroom setting with key customer personnel. This session is conducted to ensure that the system is configured as requested by the customer.
- **Training Programs**
Saltus offers complete training services, documentation, and on-going training support.
 - Customized User Guides (printed and on-line)
 - Training sessions are customized to meet each customer's needs
 - digiTICKET Trainers have extensive experience working in the field with users of mobile software, hardware, and web-based applications
 - Training approaches include Train the Trainer, Groups, and one-on-one instruction
 - Sessions can be scheduled around shifts with follow-up training completed as required
 - Personal Web-based video training is also available
 - Satisfaction with training is guaranteed for each agency
- **Support and Maintenance Programs**
 - Saltus provides tier 1 technical support for software and hardware
 - digiTICKET configuration and installation is completed by Saltus (we can also provide installation of Wi-Fi access points).
 - Standard support responses generally result in a resolution within the same day
 - 24/7/365 phone and email support are available at no extra charge
 - Each agency has access to Web-based customer portal for issue tracking and knowledge base
- **Device Management**
 - Complete Maintenance and Warranty programs are available for hardware
 - Saltus provides turnkey management of devices and offers replacement units if a device is out of service for maintenance
 - Utilization of remote device management software for upgrades and support



- **Deployment**

- After training, the solution is deployed and Saltus then provides end user support and system maintenance and updates for the life of the maintenance and Support Agreement.

digiTICKET Hosting Infrastructure

Saltus partners with one of the largest managed hosting providers in the world: Rackspace. By partnering with Rackspace, Saltus has elevated our expertise and support well beyond those of other providers. With more than 6,000 servers currently running Microsoft SQL, Rackspace has established itself as the expert in database servers. Being awarded the Microsoft Hosting Provider of the Year three times reaffirms their standing. Your entire hosting environment—from hardware, to network, OS and databases are monitored and supported by the leaders in IT hosting. Hosted services ensure that users can access digiTICKET and eliminate the costs associated with maintaining a server.

In over five years of hosting digiTICKET production environments, Rackspace has never had an unscheduled outage. In partnership with Rackspace, Saltus offers the highest level of security and dependability:

Server Access and Security:

- Tier 1 datacenter/Physical Security: Data center access limited to data center technicians; Biometric scanning for controlled data center access; Security camera monitoring at all data center locations; 24x7 onsite staff provides additional protection against unauthorized entry; Unmarked facilities to help maintain low profile; Physical security audited by an independent firm
- System Security: System installation using hardened, patched OS; System patching configured to provide ongoing protection from exploits; Dedicated firewall and VPN services to help block unauthorized system access; Data protection with managed backup ; Dedicated intrusion detection devices to provide an additional layer of protection against unauthorized system access; Distributed Denial of Service (DDoS) mitigation services; ISO17799-based policies and procedures, regularly reviewed as part of SAS70 Type II audit process; Systems access logged and tracked for auditing purposes; Secure document-destruction policies for all sensitive information; Fully documented change-management procedures; Independently audited disaster recovery and business continuity plans in place

Data Maintenance & Integrity

- FIPS compliant data encryption is used throughout the digiTICKET system. SSL 128-bit encryption is used for all communication between mobile devices such as handheld and laptops and the servers. It is also used between the browser and the servers.
- Select data elements are encrypted on the server with AES 128-bit encryption.



Statement of Work

City of O'Fallon, MO; Quote: Q-03955 dated (2022-05-10)

- **Data Logging:** The digiTICKET web application logs all activity as it occurs within the system. digiTICKET logs what was changed, when it was changed and who changed it (based on user id). This information can be used to generate reports and can be accessed by Saltus support resources as necessary.
- **Backups:**
 - – digiTICKET's standard database backup plans provide a full daily backup which can be upgraded to hourly, incremental backups.
 - – digiTICKET is built on Windows 2008 Server Standard 64-bit and SQL Server 2008 R2. It supports all RAID levels supported by these technologies. Windows 2008 Server provides RAID levels 0, 1, and 5 implemented within the operating system software itself.



ATTACHMENT B. MILESTONE PAYMENT SCHEDULE

1. 15% Upon Contract Execution
2. 10% Upon Approval of initial Project Plan
3. 15% Upon O'Fallon Admins access to CAD & RMS environment
4. 25% Upon Completion of CAD Admin, Mobile Admin and RMS Admin Training
5. 25% Upon Completion of Go-Live
6. 10% Upon Final System Acceptance

Other Milestones

- a. Upon order the Customer shall pay Caliber 50% and remaining 50% upon completion of Change Order deliverable.



ATTACHMENT C. DATA CONVERSION PLAN

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DATA CONVERSION OVERVIEW

Data conversion can be divided into six (6) major categories as outlined in the following table.

Step	Process Description	Responsible Party
1. Data Preparation	Validate and correct data prior to data extraction. Existing data is checked for accuracy and necessary corrections are made.	Customer
2. Data Extraction	Extract data for data conversion.	Customer
3. Data Mapping	Assign old source data elements to data elements in the new Caliber Public Safety system.	Caliber Public Safety
4. Data Validation	Validate data mapping (ensure data placed in correct fields) and verify data values.	Customer / Caliber Public Safety
5. Data Load	Transfer extracted data into the new database.	Caliber Public Safety
6. Data Cleaning	Massage converted data to eliminate and/or correct values converted from the source data to produce desired results.	Customer
<i>Caliber Public Safety limits the above steps to two (2) full cycles. After the first cycle the Customer will review and provide Caliber Public Safety with a list of items to be corrected. Caliber Public Safety will correct the identified items and run the second and final full cycle. Any items addressed after the second full cycle are limited to the items initially identified by the Customer.</i>		

High Level Customer Responsibilities

- Provide data to be converted in a mutually acceptable format
- Provide data dictionaries, file layouts, and data specifications on the data to be converted
- Provide report samples and a contact person
- Assist Caliber Public Safety in mapping the existing values to those required for the new Caliber Public Safety databases, which may require several iterations

High Level Caliber Public Safety Responsibilities

- Migrate Customer data to the new format
- Load the converted data onto the Customer server
- Caliber Public Safety may request multiple data extracts from the Customer



Caliber Public Safety will work closely with the Customer to determine the target dates for data conversion into the new system. The Customer and Caliber Public Safety will work closely to determine the target dates for data conversion into the new system. The final decision on exactly which data to import will be mutually determined. Please note that the data to be converted is limited to the constraints of the Caliber Public Safety system.

Data provided by the Customer is assumed to be correct, i.e., that it is the appropriate copy to convert/migrate and that it does not contain errors. Caliber Public Safety has no control over the quality of the customer's data or the performance of that data once converted.

The following describes the six (6) data conversion processes.

Data Preparation

Data preparation involves checking the data in the old system for accuracy prior to data extraction and cleaning it up as appropriate. Caliber Public Safety has no involvement with the Customer's current system or familiarity with its functionality, therefore the Customer is responsible for data cleanup.

Data Preparation Process

Step	Responsible Party
Identify areas for data cleanup	Customer
Identify personnel to clean data	Customer
Data cleanup	Customer

Other Responsibilities

- Caliber Public Safety provides answers to questions from the Customer regarding data and how it is used within the Caliber Public Safety applications.

Data Extraction

The purpose of this process is to extract data elements from the Customer's old system. The Customer is responsible for extracting the data from their old system. The tables to be extracted may include names, incidents, arrests, etc. The actual tables to be converted include those related to the modules/packages enumerated in the contract documentation. The extracted data must be



provided in a non-proprietary relational database (SQL, MS Access, Oracle, etc.) or other mutually agreed upon format.

Data Extraction Process

Step	Responsible Party
Caliber Public Safety requests an extract of data	Caliber Public Safety
Extraction scripts are run and the extracted data file is created	Customer
Provide extracted data and supporting documentation to Caliber Public Safety via email	Customer

Other Responsibilities:

- Caliber Public Safety provides answers to questions from the Customer regarding data and how it is used within the Caliber Public Safety applications.

Data Mapping

Data mapping is the process of assigning source data elements in the old system to data elements in the new Caliber Public Safety system.

Data Mapping Process

Step	Responsible Party
Analyze the format, limitations, and intended use of each data element and assign (map) the appropriate location in the new database	Caliber Public Safety

Other Responsibilities

- Customer provides answers to questions from Caliber Public Safety regarding source data and how it may be used within the Caliber Public Safety applications.
- Customer provides supporting documentation (data dictionaries, file layouts, data specifications, and reports) to assist in mapping efforts.

Data Validation

The purpose of data validation is to validate data mapping (ensure data placed in correct fields) and verify data values.



Data Validation Process

Step	Responsible Party
Data is inspected to verify loaded correctly (i.e., appropriate fields with correct data values)	Customer / Caliber Public Safety

Other Responsibilities

- Customer provides answers to questions from Caliber Public Safety regarding source data and how it is used within Caliber Public Safety applications.

Data Load

Data loading is the process of transferring extracted data into the new Caliber Public Safety system.

Data Load Process

Step	Responsible Party
The extracted and mapped data is placed into the new database	Customer / Caliber Public Safety

Other Responsibilities

- Customer provides answers to questions from Caliber Public Safety regarding source data and how it is used within Caliber Public Safety applications.

Data Cleaning

The purpose of data cleaning is to eliminate and/or correct values converted from the source data that will allow for the desired results (i.e., eliminate and/or correct values/records within the source or converted data to ensure a clean conversion).

Data Cleaning Process

Step	Responsible Party
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Converted data is amended to eliminate and/or correct values converted from the source data that will produce the desired results.	Customer
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Other Responsibilities

- Customer provides answers to questions from Caliber Public Safety regarding source data and how it may be used within the Caliber Public Safety applications
- Customer provides supporting documentation (data dictionaries, file layouts, data specifications, and reports) to assist in mapping efforts
- Caliber Public Safety provides Customer with a sign-off agreement which must be signed and sent to Caliber Public Safety prior to the final data conversion procedure. **Note:** If the data conversion is not approved, Customer must provide a list of issues. Customer and Caliber Public Safety will determine if issues are within project scope.

Note: If the data conversion is not approved, Customer must provide a list of the issues. Customer and Caliber Public Safety will determine if the issues are within the project scope.