✕RapidDeploy

Software-as-a-Service (SaaS) Agreement

The following Software-as-a-Service ("SaaS") Agreement ("Agreement") is entered into between RapidDeploy, Inc. located at 310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702 ("RapidDeploy") and the Marion County, a Political Subdivision of the State of Florida, located at 2710 E. Silver Springs Blvd, Ocala, FL 34470 ("Client") and will, combined with accompanied **Exhibit A – Data Protection Addendum, Exhibit B - Service Level Agreement, Exhibit C - Statement of Work, and Exhibit D - Quote,** will represent the complete and mutual understanding of the agreement between the parties.

1. THE SERVICES.~

1.1 Statements of Work. RapidDeploy and Client will develop and enter into one or more statements of work, in substantially the form attached hereto as **Exhibit C** (each, a **"Statement of Work"** or **"SOW"**). Each Statement of Work shall describe the project, the scope and nature of Services to be performed by RapidDeploy, activities, tasks, and work to be performed by Client, deliverables, compensation, performance criteria, acceptance criteria, roles and responsibilities of the parties, and any additional terms the parties have agreed to. Each Statement of Work shall specifically identify this Agreement and indicate that it is subject to the terms hereof. To the extent there are any conflicts or inconsistencies between this Agreement and any Statement of Work, the provisions of this Agreement shall govern and control, unless the Statement of Work expressly states otherwise.

1.2 Use of the Services. Client may use the Services only: (i) during the Subscription Term; (ii) for Client's internal business purposes; and (iii) in accordance with this Agreement and the Documentation. Client shall notify RapidDeploy of each billing metric added for purposes of using the Services. Client may only use the Product(s) it selects, and any further and future products, services, features, or functionalities may be requested from RapidDeploy and additional fees and charges may apply. On or after the Effective Date (as referenced in the relevant Order Form), RapidDeploy shall create an Account for Client to access the Services and shall provide Login Credentials to Client for that Account. To use the Services, Client must register and set up an authorized Account with Login Credentials. Client is responsible for any use of the Services that occurs under its Login Credentials, and Client is responsible for its Users' compliance with this Agreement. If Client becomes aware of any User's violation of this Agreement, Client shall promptly terminate that User's access and use of the Services.

1.3 Change Orders. During the term of this Agreement, either party may request in writing a change to the SOW ("Change Order"). A Change Order signed and dated by authorized representatives of each party will modify the SOW. It is mutually acknowledged and agreed that any such Change Order may affect the fees or charges payable to RapidDeploy and/or the project schedule. Neither party shall have any obligation respecting any change until an appropriate Change Order or amendment is executed and delivered by both parties.

1.4 Restrictions. Except to the extent expressly permitted in this Agreement or required by law, Client shall not, directly or indirectly, or permit any third party to: (i) republish or redistribute any content or material (including any output generated by Client) from the Services; (ii) make any alteration or modification to or translation of the Services; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, process flows, technical structure/architecture or other trade secrets of the Services; (iv) resell, distribute or sublicense the Services; (v) develop a product or service similar to or competitive with the Services having any functional attributes, visual expressions, or other features similar to those of the Services; (vi) introduce or upload to the Services any Prohibited Content; or (vii) use the Services (a) in a way prohibited by law, regulation, or governmental order or decree, (b) to violate any rights of others, (c) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Services or any other service, device, data, account, or network, (d) to distribute spam or malware, (e) in a way that could harm the Services or

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal St, Building A, Ste 200, # 205, Austin TX 78702
t +1 737 201 9175 | ussales@rapiddeploy.com | rapiddeploy.com
Proprietary and Confidential
07-18-2023

25C-067 CNT | Page 1 of 52

✕RapidDeploy

impair anyone else's use of it, or (f) in a way intended to work around the Services' technical limitations, recurring fees calculation, or usage limits.

1.6 RESERVED

1.7 Data Rights and Privacy. In its performance of the Service, RapidDeploy may collect and create Analytics Data, and will process Personal Data as set forth in **Exhibit A** to this Agreement (the "**Data Protection Addendum**") and RapidDeploy's published privacy policy (www.rapiddeploy.com/privacy), as it may be updated from time to time. As between the parties, Client shall be the sole owner of all Client Content, and RapidDeploy shall be the sole owner of all Analytics Data. Client will not block or interfere with such monitoring unless otherwise permitted in writing between Client and RapidDeploy. Client represents and warrants that it has all necessary right, title and interest in and to any Client Content, including any Personal Data therein, which may be necessary for RapidDeploy to process such data in accordance with the applicable provisions of the Privacy Policy, and as otherwise necessary to perform the Services provided under this Agreement.

1.8 Modifications. RapidDeploy may from time to time: (i) change the Services, or (ii) elect to cease providing any features or functionalities of the Services. Client's continued use of the Services after the effective date of any change will be deemed acceptance of the modified Services.

1.9 Permitted Disclosures. If RapidDeploy is required by a subpoena, court order, agency action, or any other legal or regulatory requirement, to disclose any of the Client Content, RapidDeploy will provide Client with notice and a copy of the demand as soon as practicable, unless RapidDeploy is prohibited from doing so pursuant to applicable law or regulation. If Client or the User requests, RapidDeploy will, at Client's (or the User's) expense, take reasonable steps to contest and to limit the scope of any required disclosure.

2. INTELLECTUAL PROPERTY OWNERSHIP.

2.1 Ownership of the Services. RapidDeploy and its suppliers own and retain all right, title, and interest in and to the Services and any related RapidDeploy software, including all improvements, enhancements, modifications, and derivative works of them, and all Intellectual Property Rights in all of them. This includes any Analytics Data. Client's rights to use the Services are limited to those expressly granted in this Agreement. No other rights with respect to the Services, any related RapidDeploy software, or any related Intellectual Property Rights are implied.

2.2 Ownership of Content. Client and its Users retain all right, title and interest in and to any Client Content and all Intellectual Property Rights in the Client Content. Client's rights to access and use Client Content via the Services are limited to those expressly granted in this Agreement. Client hereby grants RapidDeploy a worldwide, non-exclusive, transferable, sublicenseable, royalty-free, fully paid license to use the Client Content as necessary to provide the Services to Client under this Agreement and in accordance with its rights and obligations under this Agreement. Client Content will be returned to Client in a format reasonably determined by RapidDeploy upon written request following the expiration or termination of this Agreement.

3. DATA SECURITY AND DATA PRIVACY. The terms and conditions that govern the parties' respective rights and obligations arising from and relating to data protection and data privacy are set forth in **Exhibit A** to this Agreement (the "**Data Protection Addendum**").

4. PRICING; ORDERS; INVOICING; PAYMENT; TAXES.

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
t +1 737 201 9175 l ussales@rapiddeploy.com l rapiddeploy.com
Proprietary and Confidential

07-20-2023|

25C-067 CNT | Page 2 of 52

✕RapidDeploy

4.1 Pricing. The pricing for the Products will be set forth in from RapidDeploy that itemize the type of Products, the quantities, the prices, and any applicable discounts (each, a **"Quote"**).

4.2 Orders. All Orders based off of Quotes are subject to the terms of this Agreement and are not binding until accepted by RapidDeploy. All Orders are non-refundable and non-cancellable except as expressly provided in this Agreement.

4.3 Payment. Unless otherwise agreed by the parties in writing, (i) fees for the Services will be governed by the applicable Order at the time of invoicing, and (ii) Client must pay all fees for use of the Services in the amount and currency specified in Client's invoice, not later than 30 days after the date of the invoice. Electronic delivery of such invoices to an email designated by Client will be permitted.

4.4 Taxes. Client will be responsible for any sales, use, excise, value-added or other tax that is assessed as applicable on the Services and deliverables provided by RapidDeploy. Client represents and warrants that no sales, use, excise, value-added or other tax is or will be payable on the Services and deliverables provided by RapidDeploy under this Agreement. Client shall supply RapidDeploy with a proper tax exemption certificate acceptable to the taxing authorities prior to provision of the Services.

4.5 Pricing. The quantities and unit costs as set forth in **Exhibit D** have been mutually agreed between Client and RapidDeploy as of the date of the Effective Date based on normal operating conditions. The parties agree to review Product quantity annually, thirty (30) days before the anniversary of the SaaS Availability Date to determine if adjustments for the subsequent renewal term is required. Changes to Product quantity or unit costs will be effective on the anniversary of the SaaS Availability Date and shall not be retroactive to the current year subscription. No additional costs will be incurred by Client in the event of increased usage due to unforeseen or otherwise unplanned events, including, but not limited to natural disasters, extreme weather, or terrorism for a period of no more than 7 days per year. Additional temporary licenses can be offered and mutually agreed by change order.

4.6 Annual Billing and Milestone Billing. The quantities and unit costs shall be due annually and may change year to year due to changes in Product usage, third-party licensing costs, or other changes in scope as defined in **Exhibit C – Statement of Work** or otherwise mutually-agreed in writing. The annual subscription shall be invoiced on the anniversary of the initial SaaS Availability Date for the upcoming subscription year. Initial year annual billing and fees shall be based on Project Fees and Schedule as defined in **Exhibit C – Statement of Work**.

5. SUSPENSION.

5.1 Generally. RapidDeploy may suspend Client's use of any Services if: (i) Client is in breach of this Agreement and does not cure that breach within 10 days after RapidDeploy notifies Client of that breach; (ii) Client's use of the Services poses a security risk to the Services or to other users of the Services; or (iii) suspension is required pursuant to a subpoena, court order, or other legal requirement. If possible and permitted by law, RapidDeploy will give Client notice before suspending Client's use of the Services, unless RapidDeploy reasonably determines that providing notice presents a risk of harm to the Services, to other users of the Services, or to any person or property, in which case RapidDeploy will notify Client as soon as feasible or permitted. RapidDeploy will suspend Client's access only to the Services that are the subject of the issue giving rise to the suspension. RapidDeploy will promptly reinstate Client's access to the Services once RapidDeploy has determined that the issue causing the suspension has been resolved. In the event of a suspension of the Services, RapidDeploy will provide Client with access to Client Content as needed to maintain continuity of Client's operations.

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
t +1 737 201 9175 | ussales@rapiddeploy.com | rapiddeploy.com
Proprietary and Confidential

07-20-2023|

25C-067 CNT | Page 3 of 52

✕RapidDeploy

5.2 Effect of Suspension. Client will remain responsible for all fees incurred before and during any suspension, and Client will not be entitled to any service credits under this Agreement that Client might have otherwise accrued during any suspension.

6. TERMINATION.

6.1 Termination for Cause.

(i)   RapidDeploy may terminate this Agreement effective immediately upon written notice to Client if Client does not resolve the underlying cause resulting in a suspension pursuant to Section 5 (other than suspension due to a subpoena, court order, or other legal requirement) within 10 days after Client's Account is suspended.

(ii)   Subject to Section 6.1(i), either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (a) commits a breach of this Agreement and fails to cure within 30 days of notice of that breach; (b) commits a material breach of this Agreement that cannot be cured; or (c) terminates or suspends the operation of its business in the ordinary course (excluding a "Force Majeure" in accordance with Section 14.8).

(iii)   If Client terminates the Services pursuant to Section 6.1(ii), RapidDeploy shall refund any prepaid fees prorated as of the effective date of the termination, less any discounts not earned as of the effective date of the termination.

6.2 Termination for Insolvency. Either party may terminate this Agreement effective immediately upon sending the other party notice if that party: (i) becomes insolvent, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or (ii) becomes subject to control of a trustee, receiver, or similar authority, or to any bankruptcy or insolvency proceeding.

6.3 Effect of Termination.

(i)   Upon the effective date of termination of this Agreement for any reason: (a) Client must stop all use of the Services, and (b) both parties must return or, if requested, destroy any Confidential Information of the other party.

(ii)   Any provision that, by its nature and context is intended to survive termination or expiration of this Agreement, will survive. The following provisions shall survive the expiration or termination of this Agreement: Sections 4, 6, 9, 10, 11, 12, 13, and the **Data Protection Addendum.**

(iii)   Except as otherwise expressly stated in this Agreement, any termination of this Agreement, including expiration of the Subscription Term, will not entitle Client to any refunds, credits, or exchanges, and Client will be liable for all fees incurred until the end of the Subscription Term or effective date of termination, whichever is earlier, as well as any fees owed for Services completed as of the effective date of termination.

7. SUPPORT AND SERVICE LEVELS; TRAINING.

7.1 Support and Service Level Agreement. RapidDeploy shall provide Support in respect of the Services during the Subscription Term. RapidDeploy shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week. Additional information on RapidDeploy's Service Level Agreement is set forth in **Exhibit B.**

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
t +1 737 201 9175 | ussales@rapiddeploy.com | rapiddeploy.com
Proprietary and Confidential

07-20-2023

25C-067 CNT | Page 4 of 52

✕RapidDeploy

7.2 Third-Party Integrations. The Services can be used as a standalone service or may be used in conjunction with approved third-party systems, and the Client may subscribe to such third-party systems directly with the provider thereof. If the Services have been activated, the Effective Date will be as noted in the Order Form regardless of whether such third-party installation has been successfully completed. The support offered by RapidDeploy is in relation to the Services and all support queries relating to the third-party services should be directed to third-party support. RapidDeploy shall not be responsible for any loss of Client Content or other issues detrimental to the Client's business where such issues were caused by or are otherwise attributable to other third parties.

7.3 Access to Training. All training material will be available to Client through online knowledge management system, including detailed documentation of platform updates. The Knowledge Management System is accessible to all authorized users as part of the software platform. Client-specific training requirements will be addressed separately in a Statement of Work.

8. LIMITED WARRANTY. RapidDeploy warrants that the Services will substantially conform to the applicable Documentation during the Subscription Term, provided that: (a) at all times the Services have been used in accordance with this Agreement; (b) the Services have not been used or combined with non-RapidDeploy products, services or content, including any Content and/or any Third-Party Content, and (c) no modification to the Services has been made without RapidDeploy's express written approval. This limited warranty shall not apply to Services provided on a no-charge basis. RapidDeploy shall, at its own expense, use commercially reasonable efforts to cause the Services to conform to the limited warranty. Warranties will start upon the acceptance of RapidDeploy platform(s) as defined in applicable Statement(s) of Work.

9. DISCLAIMER. OTHER THAN THE LIMITED WARRANTY SET FORTH IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY LAW, RAPIDDEPLOY, FOR ITSELF AND ON BEHALF OF ITS LICENSORS AND SUPPLIERS, DISCLAIMS ALL WARRANTIES RELATING TO THE SERVICES OR TO ANY MATERIALS OR SERVICES PROVIDED TO CLIENT UNDER THIS AGREEMENT (INCLUDING ANY THIRD PARTY CONTENT), WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. RAPIDDEPLOY AND ITS LICENSORS AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR FREE FROM DEFECTS OR ERRORS, OR THAT THE SERVICES WILL MEET (OR IS DESIGNED TO MEET) CLIENT'S BUSINESS REQUIREMENTS.

10. INTELLECTUAL PROPERTY CLAIMS.

(i)   If the Services become or in RapidDeploy's opinion are likely to become the subject of an Infringement Claim, RapidDeploy will at its option and expense: (a) procure the rights necessary for Client to keep using the Services; or (b) modify or replace the Services to make them non-infringing; or (c) terminate this Agreement and refund any prepaid fees, prorated for the remaining portion of the then-current Subscription Term.

(ii)   RapidDeploy shall have no obligation under this Section 10 or otherwise with respect to any Infringement Claim based on: (a) combination of the Services with non-RapidDeploy products, services or content, including any Prohibited Content and/or any Third-Party Content; (b) use of the Services for a purpose or in a manner not permitted by this Agreement; (c) any modification to the Services made without RapidDeploy's express written approval; or (d) any Services provided on a no-charge basis. This Section 10 states Client's exclusive remedy and RapidDeploy's entire liability for any Infringement Claims.

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
t +1 737 201 9175 | ussales@rapiddeploy.com | rapiddeploy.com
Proprietary and Confidential

07-20-2023i

25C-067 CNT | Page 5 of 52

✕RapidDeploy

11 INDEMNIFICATION. Subject to the remainder of this Section 11, Client shall: (a) defend and hold harmless RapidDeploy and its members, officers, directors, employees, agents and successors from and against any and all third party claims of loss, expense, damage, or infringement (including reasonable legal fees and expenses incurred in connection therewith or arising therefrom) arising from (i) Client's combination of the Services with non-RapidDeploy products, services or content, including any Prohibited Content and/or any Third-Party Content; (ii) Client's use of the Services for a purpose or in a manner not permitted by this Agreement; (iii) any modification to the Services made without RapidDeploy's express written approval, and (iv) RapidDeploy not being classified as an "other emergency communications service provider" in accordance with U.S. Code Title 47., Chapter 5., Subchapter VI., 615b and (b) indemnify RapidDeploy from all fines, damages, and costs finally awarded against RapidDeploy by a court of competent jurisdiction or a government agency or agreed to by Client in settlement arising out of the foregoing third party claims. The foregoing obligations are applicable only if RapidDeploy: (A) provides Client with notice of the claim subject to indemnification within a reasonable period after learning of the claim; (B) allows Client sole control over the claim's defense and settlement; and (C) reasonably cooperates in response to Client's requests for assistance. Client will not, without RapidDeploy's prior written consent, which will not be unreasonably withheld, conditioned, or delayed, enter into any settlement that obligates RapidDeploy to admit any liability or to pay any unreimbursed amounts to the party bringing the claim.

12. LIMITATION Of LIABILITY.

12.1 Other Emergency Communications Service Provider. Client hereby authorizes RapidDeploy to provide "other emergency communications services" pursuant to 47 U.S.C. § 615b. These services include, but are not limited to, acquiring and transmitting Apple End-User EED Data, Google Android End-User ELS Data, and supplemental data from other sources to Client for the purpose of assisting in an emergency. Client and acknowledges and agrees that RapidDeploy is and shall be an "other emergency communications service provider" in accordance with U.S. Code Title 47., Chapter 5., Subchapter VI., 615b and shall be subject to the immunities and other protections from liability set forth in U.S. Code Title 47., Chapter 5., Subchapter VI., 615b.

12.2 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL RAPIDDEPLOY BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICES OR OF ANY CONTENT, OR LOSS OF DATA, FOR ANY REASON INCLUDING POWER OUTAGES, SYSTEM FAILURES, SUPPLY FAILURES, OR OTHER INTERRUPTIONS, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER RAPIDDEPLOY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE FOREGOING LIMITATION MAY NOT APPLY.

12.3 Cap on Monetary Liability. NEITHER PARTY'S LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT WILL EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID OR PAYABLE TO RAPIDDEPLOY FOR CLIENT'S USE OF THE SERVICES GIVING RISE TO THE CLAIM IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL NOT APPLY TO (I) EITHER PARTY'S FRAUD OR WILLFUL MISCONDUCT, (II) INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (III) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (IV) CLIENT'S INFRINGEMENT, MISAPPROPRIATION OR OTHER VIOLATION OF RAPIDDEPLOY'S INTELLECTUAL PROPERTY RIGHTS, OR (V) ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW.

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
t +1 737 201 9175 | ussales@rapiddeploy.com | rapiddeploy.com
Proprietary and Confidential

07-20-2023|

25C-067 CNT | Page 6 of 52

✕RapidDeploy

12.4 Further Limitations. Neither party may bring a claim under this Agreement more than 18 months after the cause of action arises.

13. CONFIDENTIALITY.

13.1 Protection. Either party (the "**recipient**") may use Confidential Information of the other party (the "**discloser**") disclosed to it in connection with this Agreement solely to exercise its rights and perform its obligations under this Agreement or as otherwise permitted by this Agreement during the Initial Term and any Renewal Term(s) of this Agreement. Each party shall use reasonable care to protect that Confidential Information in the same manner as such party protects its own Confidential Information of a similar nature, but in any event with not less than reasonable care. The recipient may disclose the discloser's Confidential Information only to the recipient's employees, or to third parties, who have a need to know the Confidential Information for purposes of this Agreement, and who are under a duty of confidentiality no less restrictive than as specified in this Section 13. The recipient may also disclose the discloser's Confidential Information in accordance with the procedures set forth in Section 1.9. Except as required by applicable law, rule, or regulation, upon termination of this Agreement and all related Services, a recipient shall (at the discloser's option) return or destroy all Confidential Information, such destruction to be achieved by, at a minimum, the burning, pulverizing, shredding, erasing or otherwise modifying the Confidential Information so that the Confidential Information cannot be read, deciphered or reconstructed through generally available means. In connection therewith, upon request, a recipient shall certify to such destruction by an authorized person from the recipient's entity with responsibility for such matters. For the avoidance of doubt, any Confidential Information retained pursuant to the exceptions set forth above shall remain subject to the confidentiality and non-use provisions of this Section 13 for so long as such Confidential Information is retained.

13.2 Exceptions. The recipient's obligations under Section 13.1 with respect to any of the discloser's Confidential Information will terminate if the recipient can show by written records that the information: (i) was, at the time of disclosure by the discloser, already rightfully known to the recipient without any obligation of confidentiality; (ii) was disclosed to the recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; (iii) at the time of disclosure is, or through no fault of the recipient has become, generally available to the public; or (iv) was independently developed by the recipient without access to or use of the discloser's Confidential Information.

13.3 Injunctive Relief. Each party acknowledges that disclosure or use of the other party's Confidential Information in violation of this Agreement may cause irreparable harm to the discloser for which monetary damages may be an inadequate remedy and difficult to ascertain. Therefore, each party agrees that the discloser will have the right to seek injunctive or other equitable relief for any violation of the confidentiality provisions of this Agreement by the recipient, in addition to any other rights and remedies that the discloser may have at law.

14. GENERAL.

14.1 Publicity. RapidDeploy may, after receiving prior written approval, reference Client in its marketing materials as a Client of RapidDeploy, subject to Client's trademark and logo usage guidelines, if any, provided by Client to RapidDeploy.

14.2 Subcontracting. RapidDeploy may subcontract any of its obligations under this Agreement, including the provision of the Services without the prior written consent of Client. RapidDeploy shall remain responsible to Client for the performance of its obligations hereunder that are performed by a subcontractor.

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
t +1 737 201 9175 | ussales@rapiddeploy.com | rapiddeploy.com
Proprietary and Confidential

07-20-2023|

25C-067 CNT | Page 7 of 52

✕RapidDeploy

14.3 Export Compliance. Client shall not, directly or indirectly, export (including any "deemed export"), or re-export (including any "deemed re-export") any Intellectual Property Rights of RapidDeploy (including any associated products, items, articles, computer software, media, services, technical data, and other information of RapidDeploy, its licensors or suppliers) in violation of any applicable laws.

14.4 Governing Law. This Agreement is governed by the laws of the State of Texas (excluding its conflict of law rules), and the federal laws of the United States. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

14.5 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury for any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

14.6 Recovery of Expenses. In any legal or other dispute resolution proceedings between the parties arising out of this Agreement or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including reasonable legal fees and expenses.

14.7 Notices. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered to the address below if sent by overnight mail (in which case delivery shall be deemed to have been effected one (1) business day from the date of mailing), or by electronic mail (in which case delivery shall be deemed to have been effected on the day that confirmation of receipt of the transmission is received). Any notice by RapidDeploy to Client under this Agreement will be given by email to the email address associated with Client's Account. Client must direct legal notices or other correspondence to RAPIDDEPLOY, INC., Address: 310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702, Attention: Legal Department or by electronic mail to legal@rapiddeploy.com.

14.8 Force Majeure. Neither party will be liable for any delay, loss, damage, or failure to perform its obligations under this Agreement or any applicable Addendum, Exhibits or Amendments, except for Client's payment obligations, due to any cause beyond such party's reasonable control including, but not limited to, fire, explosion, power blackout, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, floods, lighting strikes, storms or other acts of nature, embargoes, riots, acts or orders of civil or military authority, acts of terrorism, war, acts of God, acts of the public enemy, acts of regulatory or governmental agencies, or other causes beyond the party's reasonable control.

14.9 Assignment. Neither party may assign its rights and obligations under this Agreement, except with the prior written consent of the other party; provided that RapidDeploy may assign its rights and obligations under this Agreement without the consent of Client, in connection with the sale of all or part of RapidDeploy's business, whether by merger or the sale or transfer of RapidDeploy's stock or assets. Any purported assignment of rights or delegation of performance in violation of this section is void.

14.10 Independent Contractors. The relationship between RapidDeploy and Client is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14.11 Third Party Rights. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or confers upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
t +1 737 201 9175 | ussales@rapiddeploy.com | rapiddeploy.com
Proprietary and Confidential

07-20-2023|

25C-067 CNT | Page 8 of 52

✗RapidDeploy

14.12 Order of Precedence. The terms of this Agreement will supersede any conflicting or additional terms and conditions of any purchase order or other purchasing-related document issued by Client relating to any Order for the Services. Other than with respect to the **Data Protection Addendum**, if there is a conflict between the provisions of this Agreement and any other document referenced in this Agreement, this Agreement will control.

14.13 Entire Agreement. This Agreement, along with its Exhibits, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

14.14 Amendments. Except as otherwise provided herein, no amendment to this Agreement will be effective unless it is in writing and signed by both parties.

14.15 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in force to the extent feasible.

14.16 Counterparts. This Agreement may be signed in one or more counterparts, which together will form a single agreement.

14.17 Infrastructure. All hardware and infrastructure provided to Client by RapidDeploy shall be owned and maintained by RapidDeploy or its agents and shall be returned to RapidDeploy at the end of the contract term.

15. DEFINITIONS.

"**Account**" means an account enabling Client to access and use the Services.

"**Client Content**" means all Incident Data (as defined in the **Data Protection Addendum**), and other data, records, reports and files uploaded or transmitted to RapidDeploy by Client or otherwise generated by the Client's Users or otherwise generated by the Client's Users when accessing or using the Services, but does not include (i) Third Party Content, or (ii) Analytics Data (as defined in the **Data Protection Addendum**).

"**Confidential Information**" means Client's Login Credentials, and any non-public technical, business, or other information or materials (in whatever form) disclosed or otherwise made available by either party to the other regarding this Agreement or the Services, designated as confidential by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information), or if not so marked or announced, should reasonable have been understood by the receiving party to be confidential to the disclosing party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure, or the nature of the information itself.

Onboarding Completion Date as defined by RapidDeploy is post SaaS Availability when the Client has been trained and transitioned to the Client success team.

"**Documentation**" means the documentation and user manuals related to the Products made available by RapidDeploy to Client which may be updated from time to time.

"**Effective Date**" means the date on which Client's authorized use of the Services begins, as set forth in the applicable Order.

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
t +1 737 201 9175 | ussales@rapiddeploy.com | rapiddeploy.com
Proprietary and Confidential
07-20-2023i

25C-067 CNT | Page 9 of 52

✕ RapidDeploy

"**Emergency Maintenance**" means unforeseen interruptions to the Services that RapidDeploy must address in order to restore the Services or prevent interruptions on an 'emergency' basis.

"**Infrastructure**" means the information technology and telecommunications infrastructure and systems, including computer and telecommunications networks, equipment, hardware, software, middleware, firmware, data, databases, peripherals, terminals and components.

"**Infringement Claim**" means any claim by a third party that the Services infringes any patent, trademark, or copyright of a third party, or misappropriates a trade secret of a third party (but only to the extent that the misappropriation is not a result of Client's actions).

"**Intellectual Property Rights**" means all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered.

"**Login Credentials**" means the username and password allocated by RapidDeploy to Client to access the Services.

"**Order**" means the internet order page, or other ordering document, that specifies Client's purchase of a Product.

"**Product**" means the specific RapidDeploy product offering(s) Client has selected and which is made available under this Agreement as the Services.

"**Prohibited Content**" means content that: (a) is illegal under applicable law; (b) violates any third party's intellectual property rights, including, without limitation, copyrights, trademarks, patents, and trade secrets; (c) contains indecent or obscene material; (d) contains libelous, slanderous, or defamatory material, or material constituting an invasion of privacy or misappropriation of publicity rights; (e) promotes unlawful or illegal goods, services, or activities; or (f) contains false, misleading, or deceptive statements, depictions, or sales practices.

"**Renewal Period**" means that upon expiry of the initial Subscription Term, this agreement may renew automatically upon written agreement of both parties for successive periods of 12 months (each a "**Renewal Period**") unless either party terminates this agreement on 6 months' written notice prior to the end of the initial Subscription Term or the then current Renewal Period.

"**SaaS Availability Date**" means the date the SaaS was initially made available to Client and is typically completed within the first 60 days from Contract Execution as this is utilized for business process analysis and scoping during initial project kickoff. As a SaaS platform, the annual subscription for the software is due upon provisioning of the initial client environment. RapidDeploy charges our SaaS subscription on an annual basis in advance when the initial environment and infrastructure has been configured and made available to our clients. The subscription cost is due annually on the anniversary date of the SaaS Availability Date.

"**Scheduled Maintenance**" means any foreseen interruptions to the Services and shall include scheduled maintenance, hardware and/or software upgrades, and scheduled electricity blackouts.

"**Services**" means the subscription services provided by RapidDeploy to Client in terms of this Agreement comprising (*inter alia*) the access to and use of the specific Product(s) Client has selected, as more fully described in the Documentation relating to the relevant Product.

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
t +1 737 201 9175 | ussales@rapiddeploy.com | rapiddeploy.com
Proprietary and Confidential

07-20-2023|

25C-067 CNT | Page 10 of 52

✕RapidDeploy

"**Subscription Term**" means the initial term of Client's authorized use of the Services, as set forth in the applicable Order, together with any renewal terms (if applicable). The initial term begins on the earlier of: (a) the date on which Client start using the Services; or (b) as otherwise specified in the Order.

"**Support**" in relation to the Services, means support services in respect of the use of, and the identification and resolution of errors in the Services.

"**Third Party Content**" means data, services, content, software, or applications provided by a third party, that interoperates with the Services. As an example, Third Party Content may include an application that is listed on a marketplace or in a catalog. Third Party Content may include open source software. However, to the extent open source software is embedded in the Services, the open source software will not be deemed to be "Third Party Content", and all provisions in this Agreement applicable to the Services (e.g., our warranty, liability, indemnification, and other obligations) will control as between Client and RapidDeploy over any conflicting terms set forth in any open source software license otherwise applicable to that open source software.

"**Unscheduled Maintenance**" means any unforeseen interruptions to the Services and may include required updates, procedures, downtime, unavailability of the internet or problems with Infrastructure.

"**Users**" means any person who uses the Services or accesses Content under Client's Login Credentials, and may include Client's employees, contractors, service providers, and other third parties.

[SIGNATURE PAGE FOLLOWS]

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
t +1 737 201 9175 | ussales@rapiddeploy.com | rapiddeploy.com
Proprietary and Confidential

07-20-2023|

25C-067 CNT | Page 11 of 52

✕RapidDeploy

IN WITNESS WHEREOF, Client and RapidDeploy have caused this Agreement to be signed by their duly authorized representatives.
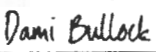
SIGNED by the parties as follows:

For and on behalf of **Client**

Entity Name	Marion County, a Political Subdivision of the State of Florida
Billing Address	2710 E. Silver Springs Blvd, Ocala, FL 34470
Signature Date	
Signatory Name	
Signatory Position	

Client Signature

For and on behalf of **RapidDeploy**

Entity Name	RapidDeploy, Inc.
Billing Address	310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
Signature Date	01/28/2025
Signatory Name	Dami Bullock
Signatory Position	COO

DocuSigned by:

Dami Bullock

3985DEDA3AE04A8

RapidDeploy Signature

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
t +1 737 201 9175 | ussales@rapiddeploy.com I rapiddeploy.com
Proprietary and Confidential

07-20-2023|

25C-067 CNT | Page 12 of 52

✕RapidDeploy

Exhibit A

Data Protection Addendum

As part of the services provided under the Software-as-a-Service Agreement (the "**Agreement**") by and between RapidDeploy Inc. ("**RapidDeploy**") and Client, RapidDeploy may process Personal Data of Client's employees, agents, advisors, contractors, clients, and others.

This Data Protection Addendum (the "**DPA**") describes each party's obligations with respect to its handling of Personal Data provided under the Agreement. This DPA is hereby incorporated into and made a part of the Agreement and shall terminate as and to the extent provided in the Agreement. Any capitalized terms not defined herein will have the definition used in the Agreement. The terms of this DPA will control to the extent inconsistent with the Agreement.

1.   Definitions. In this DPA, these terms will have the following meanings:

"Analytics Data" means data relating to the configuration, performance, usage, and consumption data relating to the use of the Services provided to Client under the Agreement, metadata relating to devices, networks, or technical services used in connection with the Client Users' provision or delivery of the Services, Deidentified Data collected or created by RapidDeploy in connection with its performance of the Service, and any Incident Metadata (as defined in the RapidDeploy Privacy Policy).

"Controller" means a person that, either alone or with another person, determines the purposes and means of Processing Personal Data.

"Data Incident" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data or transmitted, stored or otherwise Processed hereunder.

"Data Protection Laws" means, to the extent applicable to Personal Data Processed under the Agreement, all laws, statutes, regulations, rules, treaties, executive orders, directives, or other official guidance or releases regarding data protection, privacy, data security, confidentiality, and data breach notification that are then in effect and applicable to a party or Personal Data Processed under the Agreement including, without limitation: all United States Federal Trade Commission ("**FTC**") rules, regulations and guidance relating to the collection, use, disclosure and Processing of Personal Data.

"Data Subject" means any natural person to whom, or household to which, Personal Data relates.

"Deidentified Data" shall mean data that has been reasonably anonymized, aggregated, or pseudonymized such that the data does not directly identify a Data Subject or Client.

"Incident Records" shall mean any recording, transmission, or the storage of communications made or received by Client's Users through the Services, as well as content relating to event descriptions, incident reports, or other narrative descriptions of any 911 call, emergency services incident, or other similar event, that is input into the Services by Client Users.

"Personal Data" means any data that identifies, relates to, describes, is capable of being

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
t +1 737 201 9175| ussales@rapiddeploy.com | rapiddeploy.com
Proprietary and Confidential

25C-067 CNT | Page 13 of 52

associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject, including without limitation, all information defined as "Personal Information" CCPA, and analogous provisions of other applicable Data Protection Laws.

"Process" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processor" means a person, to the extent that person Processes Personal Data on behalf of a Controller.

2.   Compliance with Data Protection Laws. Each party will comply with all applicable Data Protection Laws, as well as all other laws, rules and regulations applicable in relation to the party's Processing of Personal Data.

3.   Controller/Processor. The Parties agree that RapidDeploy is intended to be a Processor with respect to Personal Data included in any Client Content and is intended to be a Controller with respect to any Personal Data included in any Analytics Data. RapidDeploy may process Client Content only for the purposes of providing the Services as set forth in the Agreement and in Schedule 1 hereto.

4.   Processor Obligations. When acting as a Processor, RapidDeploy will, and is hereby authorized to, Process Personal Data on behalf of Client in accordance with the documented instructions of Client, which include without limitation, such Processing as is reasonably necessary to perform its obligations under the Agreement (and any additional agreements and order forms entered into between the parties thereunder. The foregoing limitations on processing shall not limit RapidDeploy's ability to perform any Processing required under any law or subpoena, judicial, administrative or

arbitral order of an executive or administrative agency, regulatory agency, or other governmental authority ("Demand") to which RapidDeploy is subject. Except where the law prohibits such disclosure on public interest grounds, RapidDeploy will promptly notify the Client of any Demand that it receives, and which relates to the processing of Client's Personal Data. At the Client's or Users request, RapidDeploy will provide the Client with reasonable information in its possession that may be responsive to the Demand and any assistance reasonably required for the Client to respond to the Demand in a timely manner pursuant to section 1.9 of the Agreement.

5.   Client Obligations. Client is responsible for compliance with its obligations under relevant laws regarding the collection of Personal Data and the transmission of Personal Data to RapidDeploy, including but not limited to any required notices, consents and authorizations. Client also is responsible for its decisions and actions concerning the use and disclosure of Personal Data, provided that Client represents and warrants that is has obtained all necessary right, title and interest in and to any Personal Data provided to RapidDeploy hereunder as may be necessary for RapidDeploy to perform the Services.

6.   Authorized Persons. RapidDeploy will ensure that persons authorized to Process the Personal Data (including without limitation all Subprocessors, as defined below) are under an appropriate contractual or statutory obligation of confidentiality with respect to such Personal Data.

7.   Termination. During the 90 days following termination of the Agreement, RapidDeploy will return or otherwise make available to the Client any Personal Data, Incident Records and Client Content that RapidDeploy maintains on behalf of Client as of the date of termination. Following such 90 day period, or as otherwise specified in the Agreement, RapidDeploy will cease Processing, and promptly delete or otherwise render reasonably inaccessible all Incident Records

✕RapidDeploy

and Client Content, except as may be required by law, or which may be retained in connection with RapidDeploy's rights under Section 1.7 of the Agreement.

8.   Subprocessing. Client hereby authorizes RapidDeploy to appoint additional Processors to Process Personal Data on RapidDeploy's behalf or perform its obligations under the Agreement ("**Subprocessor**"). RapidDeploy will perform reasonable due diligence to ensure that any Subprocessors comply with the RapidDeploy's Processing obligations under this DPA. RapidDeploy accepts liability for, and shall remain liable to Client with respect to, third parties' Processing of Personal Data. Specific Subprocessors used by RapidDeploy may vary based on the services provided under the Agreement, and Client may request a list of Subprocessors intended to process Personal Data on Client's behalf by submitting a request to Client's RapidDeploy account representative.

9.   Security. RapidDeploy will implement and maintain reasonable and appropriate administrative, technical, and procedural measures designed to ensure a level of security that reasonably mitigates the risk of unauthorized access, use, disclosure, modification or other processing of Personal Data. RapidDeploy may modify its security controls, process, or procedures in its sole discretion, provided that the level of security protecting Client's Personal Data shall always meet the requirements of this Section 9 and applicable Data Protection Law.

10.   Data Incidents. RapidDeploy will notify Client without undue delay if RapidDeploy becomes aware of a Data Incident affecting Personal Data Processed by RapidDeploy under this Agreement. Such notice will include information, to the extent known by RapidDeploy, which may be necessary for Client to comply with applicable Data Protection Laws, and RapidDeploy will provide Client with updates to such information, and assist Client, each as reasonably necessary for Client to meet its obligations under applicable Data Protection

Laws. The foregoing obligations to provide cooperation and assistance to identify the cause of a Personal Data incident and to take steps to remediate such incident shall not apply to incidents that are caused by the Client, Users authorized by the Client, or any non-RapidDeploy products or services, provided that RapidDeploy may agree to provide such assistance at the expense of the Client.

11.   Data Subject Rights. Each party will promptly notify the other of any communication from a Data Subject or supervisory authority regarding: (i) the Processing of Personal Data under the Agreement; (ii) a party's compliance with the terms of this DPA; or (iii) a Data Subject's exercise of rights under applicable Data Protection Laws. Notifications to RapidDeploy should be sent to legal@rapiddeploy.com and to Client at Client's designated email address. To the extent reasonably necessary given the nature of the party's Processing, each party will use commercially reasonable technical and organizational means to assist the other party in the fulfilment of its obligations in relation to a Data Subject's exercise of its rights under applicable Data Protection Laws, or in connection with any response to Data Subjects or supervisory authorities.

12.   Assistance. To the extent necessary in relation to RapidDeploy's Processing of Personal Data hereunder, RapidDeploy will provide reasonable assistance to Client with any data protection impact assessments or any prior consultations with supervisory authority which may be required under applicable Data Protection Laws.

13.   Information. Each party will maintain, and RapidDeploy will make available to Client upon reasonable notice (and subject to any applicable requirements or limitations regarding audit timing, access, and/or confidentiality), such information as is reasonably necessary to demonstrate such

- 3 -

✕RapidDeploy

party's compliance with the terms of this DPA and the Data Protection Laws.

14.   Amendment. In the event a change in applicable data protection law requires an amendment to this DPA, RapidDeploy may upon 30 days prior written notice to Client, update or revise this DPA as and to the extent required by applicable Data Protection Laws. Any amended version of this DPA shall take effect after such 30-day period unless Client provides written notice of its reasonable objections during such period. In the event of reasonable Client objections, the Parties shall negotiate in good faith to amend this DPA to conform to the relevant requirements of applicable Data Protection Laws.

15.   Non-Compliance Notice. RapidDeploy will promptly inform Client if, in its opinion, an instruction of Client violates any Data Protection Laws. Further, in the event RapidDeploy (or Subprocessor or other third party to whom RapidDeploy discloses Personal Data) is unable to comply with applicable Data Protection Laws, RapidDeploy shall promptly notify Client and either (i) promptly take all steps necessary to comply with all applicable Data Protection Laws, or (ii) cease Processing Personal Data to the extent not compliant with applicable Data Protection Laws.

✕RapidDeploy

Schedule 1 to Data Protection DPA

Description of Processing

PROCESSING INFORMATION

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):
Employees, contractors, agents, and representatives of the data exporter authorized to use the Services, as well as members of the public whose Personal Data is provided directly, or indirectly by Client, to RapidDeploy, in connection with the Client or individual's use of the Services.

Categories of data

The personal data transferred concern the following categories of data (please specify):

- *Identity Data* (Personal Data reflecting data subject's identity, e.g. name, ID/driver's license number, gender, date of birth, photo/avatar, username, persistent user identifiers/ID number, biographical information)
- *Contact Data* (Personal Data used to contact a data subject, e.g. email address, physical address, phone number, or usernames/handles for online services)
- *Device/Network Data* (Personal Data relating to data subject's device, browser, or application e.g. IP addresses, MAC addresses, application ID/AdID/IDFA, identifiers from cookies, session navigation history and similar browsing metadata, and other data generated through applications and browsers, including cookies and similar technologies)
- *Audio/Visual Data* (Personal Data contained in connection with audio or visual recordings or other audio/video content.)
- *Inference Data* (Personal Data inferred about personal characteristics and preferences, such as demographics, interests, behavioral patterns, psychological trends, predispositions, or behavior)
- *Location Data* (Personal Data relating to data subject's precise location, such as information collected through a device's GPS, WiFi, or other precise localization service)

Processing purposes

The personal data transferred will be subject to the following basic processing activities (please specify):

A. **Client Content & Incident Records.** Personal Data included in any Client Content and Incident Records will be processed as follows:
   a. as necessary for RapidDeploy to provide its contracted services under the Agreement;
   b. to fullfil the requests of Client and as otherwise necessary in connection with RapidDeploy's contractual obligations to Client;
   c. as necessary to grant authorized users access to the RapidDeploy service, in connection with processes designed;
   d. to ensure or support reasonable and adequate security of the RapidDeploy services, networks, and connected systems;
   e. in connection with client support and account management functions for Client Users;
   f. in connection with product/service use and performance analysis, feature devlopment and delivery, and usability analysis and improvement;

✕RapidDeploy

    g. to facilitate delivery of the Services (such as tracking entitlements, providing support, monitoring the performance, confidentiality, integrity, availability and stability of the Services' infrastructure, and preventing or addressing service or technical issues);

    h. to monitor Client's usage of the Services to allow RapidDeploy to verify Client's compliance with the terms of this Agreement and other legitimate interests of RapidDeploy; and

    i. all other uses described in the RapidDeploy privacy policy with respect to the Client Content or Incident Records which apply in the context of Client's use of the Service.

B. **Analytics Data**. RapidDeploy may process Client Content, to create, and may otherwise collect and use, Analytics Data which it will use:

    a. to facilitate delivery of the Services (such as tracking entitlements, providing support, monitoring the performance, confidentiality, integrity, availability and stability of the Services' infrastructure, and preventing or addressing service or technical issues);

    b. in connection with product/service use and performance analysis, feature development and delivery, and usability analysis and improvement

    c. to create De-Identified Data, aggregated analytics, and other information relating to emergency services use, responses, trends, and other analytics or data that RapidDeploy may determine from time to time; and

    d. all other uses described in the RapidDeploy privacy policy with respect to Analytics Data.

✗RapidDeploy

Exhibit B

Service Level Agreement

Purpose

This document sets forth the Service Level Agreement (SLA) held between RapidDeploy and its Clients and/or prime contractors during the Subscription Term. This Service Level Agreement will include, but is not limited to, the platform (RapidDeploy) and guaranteed uptime thereof, the Client support process as outlined by the RapidDeploy support process, and the escalation processes and details to provide consistent and visible service delivery processes.

Definitions

"Planned Maintenance" means planned downtime of the RapidDeploy platform, as announced by RapidDeploy prior to the Services becoming unavailable.

"Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the month in which the RapidDeploy services were unavailable due to Severity 1 incidents. Monthly uptime percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

"Unavailable" and **"Unavailability"** in the context of RapidDeploy services, means where the platform is unresponsive or unreachable due to a fault or failure of the RapidDeploy technical delivery infrastructure and specifically excludes inability for Client to connect to the platform due to unavailability of Internet connectivity (primary or backup) or any other third-party products or services including, but not limited to, third-party integrations (including ALI), hardware, software, and infrastructure required to access and communicate with RapidDeploy services.

1. **Service Reliability:**
   a. RapidDeploy shall use proactive and technically appropriate measures to provide an uptime of 99.99% for the RapidDeploy Platform Services for the measurement period and subject to exclusions outlined below in **Section 2.**
   b. For unplanned downtime (an "**Incident**"), RapidDeploy will assign a trouble severity code and priority based on RapidDeploy's assessment of the Event at the point of trouble identification. RapidDeploy will make adjustments to the trouble severity code based on how the Event proceeds.

Trouble Severity Code	Description	Monitoring	Initial Response Time	Status Update Intervals
Severity 1 - Critical	**"Severity 1 Incident"** means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the RapidDeploy Services and prevents ability to perform critical functions on the platform, excluding third party integrations. Associated with Client Platform outage or platform unavailability greater than or equal to 50% loss of usability of the system.	24x7x365	15 minutes	30 minutes*
Severity 2 - Serious	**"Severity 2 Incident"** means a non-catastrophic Event causing a significant component of the RapidDeploy Services to fail or to perform	24x7x365	2 hours	8 hours*

✕RapidDeploy

	materially different than design, creating significant inconvenience for normal functions but workaround exists to perform critical functions. Associated with service disruption to multiple users although not necessarily causing major financial or contractual risk to Client.			
Severity 3 - Medium	**"Severity 3 Incident"** means an Event that: (a) has minimal current impact on Client, and (b) causes a malfunction of a non-essential RapidDeploy Service feature. Minor business impact - individual users affected only.	Business Hours	1 business day	N/A
Severity 4 – Low / Minor	**"Severity 4 Incident"** means an Event that: (a) has low impact on Client, and (b) causes a malfunction of a non-essential RapidDeploy Service feature.	Business Hours	2 business days	N/A

*For Severity 1 and 2 Events, RapidDeploy will provide continual support until the Event is resolved.

2. **Service Level Measurement:**
   a. RapidDeploy will measure uptime monthly based on platform uptime outside of all planned mutually agreed maintenance windows.
   b. RapidDeploy will measure platform downtime and unavailability based on Severity 1 incidents only, this includes any emergency downtime for resolution of Severity 1 incidents.
   c. RapidDeploy considers all third-party integrations to be non-essential functions to perform critical functions within the platform.
   d. RapidDeploy will provide availability reports for platform Service Levels within 3 business days following request of such information by Client or Prime Contractor (as applicable).
   e. **SLA Exclusions:**
      i. The service level agreement does not apply to unavailability that results from a platform suspension or remedial action, as defined in the Master Agreement
      ii. Due to factors outside of RapidDeploy's reasonable control, including any force majeure event, Client internet access, or problems beyond the demarcation point of the RapidDeploy infrastructure
      iii. Resulting from any actions or inactions of the Client or any third party as can be reasonably determined
      iv. Resulting from the equipment, software or other technology of the customer or any third party (other than third party equipment within RapidDeploy's direct control) including third-party maintenance

3. **Service Hours:**
   a. Service Hours are provided based on US Central Standard Time
   b. Business Hours: 7:00 am to 6:00 pm Monday to Friday, except Public Holidays
   c. 24x7: 24 hours per day, every day
   d. After Hours is defined as any time not included in Business Hours

4. **Service Requirements:**
   a. **Client Internet Access:** In order to use the Service, a Client must have or must obtain access to the Internet, either directly or through devices that access Web-based content. A Client must also provide all equipment necessary to make and reliably maintain such connection to the World Wide Web, preferably with some failover redundancy provided for.

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
t +1 737 201 9175| ussales@rapiddeploy.com I rapiddeploy.com
Proprietary and Confidential

25C-067 CNT | Page 20 of 52

✕RapidDeploy

b. **Third-Party Software:** A Client must agree to use software produced by third parties, including, but not limited to "browser" software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by RapidDeploy and to follow secure logon procedures for services that support such protocols. A Client must acknowledge that RapidDeploy is not obliged to notify Clients of any third-party software upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks not owned or operated by RapidDeploy or telecommunications facilities, including, but not limited to, the Internet.

5. **Client or Prime Contractor Points of Contact:**
   a. Client or Prime Contractor shall identify and designate points of contact who will engage and interact with RapidDeploy support during Client Onboarding.
   b. Client or Prime Contractor designees will be provided access to RapidDeploy online support tools to log and track service requests.
   c. If Client or Prime Contractor experiences a Severity 1 incident impacting critical platform functions, that party shall also contact RapidDeploy's Client support
      i. by e-mail at support@RapidDeploy.com
      ii. via telephone at +1(512)-488-6420.

6. **RapidDeploy Points of Escalation:**

	Title	Name	Phone / Email
Customer Support	Support Desk		Tel 512.488.6420 Email Support@RapidDeploy.com
Initial Escalation	Head of Support	Erik Cerbulis	erik.cerbulis@rapiddeploy.com
2nd Escalation	VP, Customer Experience	Ryan Chandler	ryan.chandler@rapiddeploy.com
3rd Escalation	Chief Revenue Officer (CRO)	Dami Bullock	dami.bullock@rapiddeploy.com

   a. Escalation Details: All incidents and requests will be escalated as per the relevant severity classification only once a service ticket has been issued.
   b. Once an incident has been logged with the RapidDeploy Service Desk, it is allocated the appropriate service level, Severity and/or category of service. This allocation dictates the manner in which the incident's lifecycle will be addressed.

7. **Support Process:**
   a. The support process starts when the Client has submitted a support request and RapidDeploy has opened a new a service ticket. All support actions, metrics and escalations will be linked and recorded against by the service ticket.
   b. Once a service ticket has been assigned, Tier 1 support will review the support request and assign the appropriate Severity, service level criteria and request type. If the request type is either a bug requiring technical assistance or a new feature request, the service ticket is passed to the development management team for assessment, prioritization and scheduling as part of the development delivery process.
   c. If the service ticket is for either a non-technical bug or general support request, the service ticket is then assigned to Tier 1 support for resolution. At this point the ticket will be subject to SLA timelines for initial response and updates. RapidDeploy will escalate beyond Tier 1 support as needed in order to resolve the incident in a timely manner.
   d. During assessment of and on completion / resolution of the servce ticket, the Client will be provided with a resolution progress and feedback pertaining to their request.
   e. Training on the support process and usage of RapidDeploy support tools will be provided during Client onboarding.

RapidDeploy, Inc.
FEIN: 82-2768150
310 Comal Street, Building A, Suite 200, # 205 Austin, Texas 78702
t +1 737 201 9175l ussales@rapiddeploy.com l rapiddeploy.com
Proprietary and Confidential

25C-067 CNT | Page 21 of 52

✕RapidDeploy

8. **Support Responsibilities**: RapidDeploy shall –
   a. correct all Incidents in accordance with the required times and other terms and conditions set forth in this SLA, including by providing defect repair, programming corrections, and remedial programming;
   b. provide online access to technical support bulletins and other user support information and forums, to the full extent RapidDeploy makes such resources available to its other customers; and
   c. respond to and resolve all support requests as specified in this SLA.

9. **Change Control / Release Management:**
   a. **Service Interruptions and Advance Notice:** RapidDeploy will provide Client or Prime Contractor (as applicable) with at minimum 72 hours advance notice via email of all planned maintenance activities resulting in any service interruptions including any possible interruptions that may have a direct impact on RapidDeploy Service. RapidDeploy shall, where reasonably practicable, give to the Client at least 5 business days prior written notice of Scheduled Maintenance that is likely to affect the availability of the Services or is likely to have a material impact upon the Services; and RapidDeploy shall, where reasonably practicable, give to the Client at least 2 business days prior written notice of Unscheduled Maintenance that is likely to affect the availability of the Services or is likely to have a material impact upon the Services, but due to its nature, no notice is required for Emergency Maintenance.
   b. **Implementation of Updates/Maintenance:** RapidDeploy will execute any planned maintenance within the RapidDeploy service in a professional manner and Client or Prime Contractor shall be notified when maintenance activities have been completed.
   c. **Emergency Maintenance:** RapidDeploy shall perform emergency maintenance as necessary and will, if possible, give advance notice to Client or Prime Contractor. "Emergency" shall mean that RapidDeploy has become aware of a problem that, if an immediate remedy is not implemented, will prevent RapidDeploy from continuing to support and provide the elements and aspects of the RapidDeploy Service. Emergency downtime outside of the maintenance window will be counted as unscheduled downtime in determining whether RapidDeploy has achieved its service uptime goal.

[Remainder of Page Intentionally Left Blank.]

✕RapidDeploy

Exhibit C – NG911 Bundle Statement of Work (SOW)

This document describes RapidDeploy's mutually agreed-upon solution and scope for Marion County, a Political Subdivision of the State of Florida (hereinafter referred to as "Client") for Radius Tactical Mapping and Eclipse Analytics as a supplement to the Software-as-a-Service Agreement ("Master Agreement").

1. **Introduction**

    The purpose of this SOW is to describe the cloud-based Software-as-a-Service (SaaS) to be delivered to client with regard to the replacement/installation of their 9-1-1 tactical mapping system, the installation of their analytics and business intelligence platform (BI) system and the characteristics of the associated services at a summary level.

    All products within RapidDeploy's SaaS public safety platform will be delivered leveraging Microsoft's Azure Government cloud and will be provisioned within RapidDeploy's Azure Government Tenant.

2. **Scope Summary**

Client Legal Entity Name:	Marion County, a Political Subdivision of the State of Florida
Client Address:	2710 E. Silver Springs Blvd, Ocala, FL 34470
Number of PSAPs:	Primary: 2 Secondary: 1 - BACKUP
Product Requested:	NG911 Bundle
RapidDeploy Quote # (incorporated by reference as Exhibit D - "Quote")	Quote #
Number of Total Call-Taker Positions	Primary: Secondary: Ø
Contract Term:	5 YRS.
Name of Existing CHE/CPE Software Platform and Version #:	VESTA VERSION: R8.1.278.656
CHE/CPE Maintenance Provider	LUMEN
Number of EDG Device Installation Locations:	
Number of 9-1-1 Calls per Year	209,390

✕RapidDeploy

3. **Place of Performance and Language**

The services for the Project will be provided primarily remotely. However, it is understood that on-site visits may be periodically required. Training sessions and method of delivery will be specified in the Radius and Eclipse Scope of Services.

All deliverables and system configuration will be completed in US English.

4. **Project Background**

The Client seeks a cloud-based tactical mapping platform to facilitate timely dispatching of Fire/EMS/Police/Sheriff to emergency incidents through the usage of the Radius integration with call-taking systems and other external data sources. The Client also seeks a cloud-based analytics and business intelligence platform to facilitate and provide insights into PSAP performance and timely dispatching of Fire/EMS/Police/Sheriff to emergency incidents.

Sample CAD ANI/ALI spill and Admin call data provided and validated?	
CDR (Call Detail Report) / i3 Logger data samples provided and validated?	
ANI/ALI and CDR / i3 Logger Data provided via Serial ports or IP?	
CHE Refresh Cycle Date (if applicable):	*EVERY 5-7 YRS.*
Is the call handling solution on-premise/standalone or hosted?	*ON PREMISE / STANDALONE*
GIS Hosting Option	
Primary/Secondary Map:	
Primary Internet Connection [LAN/Satellite/etc.]:	
EDG Internet Connection [LAN/Satellite/etc.]:	
Redundant Internet Connections [LAN/Satellite/etc.]:	

✕RapidDeploy

5. Project Fees and Fee Schedule

Payment Terms shall be governed by the Master Agreement. Any changes in scope, timelines, or pricing will be addressed via the Change Order Process as described in the Master Agreement. All future subscriptions and costs following initial SaaS Availability will be governed by the Master Agreement terms and conditions.

5.1. Implementation Fees

Milestone payments for Implementation Fees for this Project will be due upon completion of Project Milestones in accordance with the schedule in **Exhibit D – Quote**.

5.2. SaaS Fees

Annual SaaS subscription fees as defined in **Exhibit D – Quote** shall be payable upon provisioning and availability of Client Tenant and completion of the **SaaS Availability Milestone**.

The **SaaS Availability Milestone** shall be deemed complete when the RapidDeploy Product has been provisioned for the in-scope PSAPs and access granted to Client.

RapidDeploy shall present SaaS Acceptance Form to Client for signature upon completion of the SaaS Availability Milestone. Subsequent annual subscriptions shall be subject to the terms and conditions of the Master Agreement.

6. Project Activities

The project activities are defined in the Scope of Service, including the order of activities, duration, and task owner.

A Work Breakdown Structure ("WBS") will be developed and agreed with the client which outlines the activities that will occur over the course of the project. While these are outlined in sequential order in the WBS, many of these activities will occur in parallel and/or overlap to some degree during the project. The specifics of activity timelines and durations will be defined in detail in the Project Plan (Schedule), which will be developed and finalized during the Project Initiation phase.

Requirements Validation shall be a collaborative effort between RapidDeploy and Client and will commence as soon as practical following receipt of fully executed Master Agreement and Purchase Order.

7. Radius Product
7.1. Radius Product Specifications
7.2. Radius Scope of Services

8. Eclipse Analytics
8.1. Eclipse Product Specifications
8.2. Eclipse Scope of Services

✗RapidDeploy

Signature page follows.

4

✕RapidDeploy

Client Acknowledgement

This Statement of Work between RapidDeploy and Marion County, a Political Subdivision of the State of Florida shall become effective when signed by authorized representatives of both parties and provided that detailed information and considerations must be taken into account for successful implementation of the solution.

By initialing below, Client acknowledges receipt of and compliance with the requirements detailed in the associated document.

RapidDeploy Radius Product Specifications	_____
RapidDeploy Radius Scope of Services	_____
RapidDeploy Eclipse Product Specifications	_____
RapidDeploy Eclipse Scope of Services	_____
RapidDeploy EDG Interface Requirements	_____

Client, by signing below, (i) indicates that the Statement of Work has been read and the terms outlined within have been accepted.

RapidDeploy

By: *Dami Bullock*
─────────────────────────
(Authorized Agent or Representative)

Dami Bullock
─────────────────────────
(Typed or Printed Name)

COO
─────────────────────────
(Title)

01/28/2025
─────────────────────────
(Date)

Marion County, a Politcal Subdivsion of the State of Florida

By: _____
─────────────────────────
(Authorized Agent or Representative)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Date)

5

✕RapidDeploy

Radius Emergency GIS Mapping Services Product Specifications

States, counties, and cities developing advanced cloud GIS services have a need to deliver location data securely and reliably to PSAPs for emergency calls alongside supplemental data call data and situational awareness data, available now and in the future.

When seconds count, Emergency Services need a single pane of glass to fuse all available integrated to the 9-1-1 Call Processing Equipment providing a full view of the emergency and the risk to first responders to route the right resources quickly and efficiently.

Radius 9-1-1 Call Taking Map

Integrated with 9-1-1 Call Processing Equipment Radius connects directly with the Cloud Hosted GIS Services ensuring the most current and accurate data is used to determine the location of callers. Radius provides a statewide platform to deliver authoritative GIS data, commercially available GIS data, and supplemental call-taking data and supports legacy 9-1-1 networks, ESInet core services, and compatibility with advanced ESInet capabilities such as PDIF LO ingestion and plotting the event on the map seamlessly.

Radius Call-Taking Experience

Radius provides a seamless experience for call takers by automatically indexing the map to the location of the 9-1-1 call being answered to display the location of the caller, available supplemental data and situational awareness data quickly and automatically. When seconds matter Radius seamlessly fuses together all available information and modern communication tools in a single pane of glass.

Situational Awareness Data

- **Live traffic** integration, Waze Data, Waze Alerts
- **Satellite imagery** from both commercial data partners such as Google, Esri, and Microsoft as well as authoritative aerial imagery via Esri integration.
- **Indoor floor plans** can be displayed automatically with caller location plotted directly on the map in either Esri GIS or Geo Tiff file formats for improved situation awareness.
- **CCTV Video feeds** are easily displayed by Esri interface that shows the location and one click streaming directly on the map in relation to 9-1-1 calls.
- **Esri native integration** tools enable agencies to quickly and easily integrate public and private Esri content such as trail maps, critical infrastructure locations, and resource status.

Advanced Mapping Tools

- **Forward/Reverse Geocoders** – unlimited number of geocoders can be configured and ranked enabling the use of both authoritative and commercial geocoders simultaneously.
- **Map Discrepancy Reporting** – users can quickly and easily flag map discrepancies which automatically route to GIS managers for review and validation.

RapidDeploy CONFIDENTIAL INFORMATION

- **Temporary Map Markups** – Users can identify and annotate areas and regions within the map specifying the time the temporary map markups should be visible to all users in the agency. This enables agencies to quickly communicate large-scale emergency events, public events such as parades, or disasters such as wildfires, and floods.

Supplemental Caller Location Data

- **Supplemental Mobile Device Location** Integration, allowing call-takers and Dispatchers to see supplemental location information from Apple EED and Google ELS including caller in motion.
- **Integration with ANI/ALI** via patented Emergency Data Gateway Device to capture and transmit CAD Spill data securely to the cloud.
- **Abandoned mobile call visibility** - Mobile Caller location is displayed on the map and signals queue even when the voice call is not connected.
- **Visualize misrouted calls** – Radius state-wide deployments enable each PSAP to see the location of mobile callers on the map and identify if that caller has been routed to an adjacent PSAP to see which PSAP answered the call.

Modern Communication Tools
- **RapidLocate** feature allows the call taker to send an SMS to a smartphone via Radius and return that phone's exact latitude and longitude (mobile phone data connection required).
- **RapidVideo** feature allows the call taker to send an SMS to a smartphone via Radius and turn the phone into a live recorded video stream that plays back to the Dispatcher, as well as returning the exact latitude and longitude.
- **Two-Way SMS Texting** with native translation services built-in, allowing call-takers and dispatchers to communicate directly with callers outside of traditional text-to-9-1-1. Preconfigured messages can be configured by the agency.

Vehicle Crash Telematics Data

- Correlated with ANI/ALI and Mobile Location Caller Data, Vehicle Telematics data is displayed as additional data which provides detailed location, vehicle propulsion data, condition, number of passengers, and, when available, calculated Injury Severity Prediction.

School Emergency Data
Radius provides an advanced, fully integrated, school and public building emergency workflow that allows agencies to connect and automatically correlate, authoritative GIS, caller location, Panic Button Data, Indoor Floor Plans, and mass communication tools.
- Audible alerts and display are configurable enabling agencies the flexibility to configure emergency data per their SOPs.
- Radius integration to PSAP CPE ensures that Panic Button Callers are immediately identifiable, and their location is plotted on indoor floor plan data when available saving valuable seconds in those most critical calls.
- Radius Modern Communication tools include the ability to text from 9-1-1 with translation and initiate streaming video services to see what the caller sees providing critical situational awareness.

Esri Native, Public Safety Grade, Secure platform to ingest and correlate an agency's authoritative GIS data with commercially available Esri GIS Services and Supplemental Data to provide a comprehensive situational awareness for every 9-1-1 call.
- Ability to integrate and natively display more than 20 base maps and feature layers, including ESRI, Google, Waze, TomTom, Azure Location Services, Bing, OpenStreetMap, and others.

RapidDeploy CONFIDENTIAL INFORMATION

- Deep ESRI integration with the ability to utilize agency REST service base maps and feature layer metadata natively within Radius.
- Esri Data can be deployed state-wide or by individual agencies ensuring the most relevant and critical data is available for the specific needs of the individual agency.
- In the event of a PSAP evacuation or outage, call takers can log into the Radius platform from any accessible internet-accessible computer and access data specific to their county and region.

The Power of the Cloud

- **Redundancy** – Supplemental mobile caller location (ELS & EED) data is delivered outside of the 911 network and correlated with 911 call data when received at the CPE. In the event of a 911 network failure, Mobile 9-1-1 callers will remain visible on the map and in the signals queue, enabling PSAPs to initiate contact with 9-1-1 callers even when their voice call is not routed to the PSAP.
- **Resiliency** – In the event of a PSAP evacuation or outage, call takers can log into the Radius platform from any accessible internet-accessible computer and access data specific to their county and region.

RapidDeploy CONFIDENTIAL INFORMATION

✕RapidDeploy

Radius Scope of Services

SaaS Product Offering

RapidDeploy products are offered as a Software as a Service (SaaS) which is always up to date and will grow and expand with the needs of the customer, providing a platform to deliver continuous improvements as new data, technology, and services become available to 9-1-1 networks and PSAPs.

- Hosted in the Microsoft Azure Cloud (Government Azure Cloud for US Government Agencies), the RapidDeploy platform is secure, redundant, resilient, and scalable for dynamic workloads.
- Every RapidDeploy customer is maintained on the same code base. As new features and functions are implemented, every customer will receive those upgrades as a part of their monthly SaaS subscription.
- System upgrades and new features and capabilities are also rolled out in real time without any loss of service.

Software as a Service Licensing

RapidDeploy offers cloud native Software as a Service (SaaS) products which are licensed based on the number of authorized seats. The Annual SaaS Subscription fee is calculated based on the number of licenses at the monthly license price for 12 months. Changes to the number of users or licenses required by the end customer will be reviewed on an annual basis and adjustments to the number of licenses or users will be made, if required.

SaaS Subscription Fees

The annual subscription for Eclipse software is due upon completion of the SaaS Milestone, as defined above, and execution of the SaaS Acceptance Form. RapidDeploy charges our SaaS subscription on an annual basis in advance. The subscription cost is due annually on the anniversary date from the date the SaaS was initially made available to the customer (SaaS Availability Milestone date).

Milestones, Acceptance Criteria

RapidDeploy standard SaaS Availability Milestone criteria are listed below and when completed represent the achievement of the milestone. These standard milestones are made a part of the agreement unless alternative milestone criteria is detailed in Exhibit D Quote.

The completion of delivery tasks, availability of features, capabilities, or services as detailed in the below milestone summary or milestone summary provided as part of Exhibit D represent acceptance and agreement.

| SaaS Availability | • Project Kickoff meeting conducted
• Draft Project plan created and shared for review
• Tenant(s) created and standard configurations applied (including RapidLocate, RapidVideo, and SMS Provider for Radius, as applicable)
• Signals for Supplemental Device Location Service are enabled (Geofence is approved and configured)
• System Administrators and/or Key Stakeholders provided access to tenants and RapidDeploy Learning Management System (LMS), as mutually deemed necessary | Annual SaaS Subscription Fee |

Delivery of Radius – Required Customer Activities

The following activities are owned by the customer and RapidDeploy and must be completed as part of the initial requirements validation (discovery) phase:

1. Confirm client can provide ANI/ALI Spill outputs via configured Serial ports from the Call-Handling system or via IP if approved by RapidDeploy.
   a. Once the connection is established between Client's call-handling system, the RapidDeploy implementation team will apply an initial parsing profile and will monitor parsing accuracy for up to 5 business days. If anomalies are discovered, RapidDeploy will adjust the parsing profile as needed to address them and may, in some cases, engage the Client to investigate further to determine the adjustments that are needed. This DOES NOT constitute a dependency for Client SaaS Acceptance (per Section 5.2) and is considered normal course of deployment activities.
   b. In cases where Client has an integrated Text-to-911 solution in place and Text-to-911 calls are ingestible by the EDG device from the Client's call-handling system, additional custom parsing logic may be required. To properly ingest and plot Text-to-911 calls in Radius, the following data elements must be present in the ALI spill: Date/Time, Class of Service, Lat/Long, and Agent Position ID/#. RapidDeploy will work with the Client to confirm if this is the case and will collaborate with the customer and any third-party providers (e.g., CPE maintenance vendor) to determine what, if any, parsing logic adjustments are required. As this is considered non-standard for RapidDeploy implementations, this DOES NOT constitute a dependency for Client SaaS Acceptance.
2. Confirm Client approach to running RD Product on the floor (workstation access, internet, browser).
   a. Radius is a powerful primary 9-1-1 call taking mapping application accessed by end users at the PSAP workstation on any chromium-based browser accessing the Azure Government Cloud. Chromium browsers can reside on a dedicated PC, CAD PC, CPE/CHE PC or Admin PC. While not a requirement, to provide an optimal user experience, Radius is best used on a dedicated monitor on the same computer as the call-taking application, which enables the user to easily copy and paste supplemental call data directly into call-taking and/or CAD systems and ensures every element of supplemental data is simultaneously displayed while the 911 call is being answered and handled.
3. Complete EDG Request for Information (RFI) form for all in-scope PSAPs, review and confirm ability to meet URL Whitelisting requirements (for web application operations) and IP Whitelisting and network connectivity requirements (for EDG installs)
4. Review and confirm ability to meet Hardware and Network specifications to support operations of RD products within Client environment.
5. Review and confirm technical approach for GIS data/service creation and management and ability to publish and host desired GIS services as ESRI REST services, (including determining if 3rd party is required) per RapidDeploy GIS Data Requirements.
6. Planned Client Upgrades – Document Client's planned upgrades to CHE/CPE equipment with vendors, versions, and timelines which may impact overall Project timelines.

Following the completion of the Requirements Validation Phase, RapidDeploy and Client will mutually agree on a Project Plan (Schedule), a Formal Project Kickoff Date, any updates to this Statement of Work, and Estimated Onboarding Completion Date. Should discrepancies be discovered after Requirements Validation is completed during the course of the implementation effort, RapidDeploy reserves the right to adjust the Project Plan (Schedule) to accommodate any impacts that result from such discrepancies or new information that is discovered.

Customer acknowledges receipt of the following requirements documents and confirms adherence to the requirements outlined therein:
1. RapidDeploy Radius Hardware Requirements
2. RapidDeploy Radius Network & URL Whitelisting Requirements
3. RapidDeploy EDG Interface Requirements
4. RapidDeploy Radius GIS Data Requirements

Integration to Call Handling / Call Processing Equipment

Radius utilizes RapidDeploy's Emergency Data Gateway (EDG) device which directly connects to a PSAP's on-premise or hosted Call Handling Equipment, enabling RapidDeploy products to retrieve the network location of 911 calls (ALI Spill) directly from the 9-1-1 Call Handling Equipment and display them on the Radius map. The EDG device integrates with Call Handling Equipment in one of two ways:

1. CAD spill port using a serial cable connection
2. IP-based network ingestion via ENTRA solution or TCP listener

It is mutually understood that the following services will be provided by the customer, prime contractor, or third party and are out of scope for RapidDeploy:

1. Installation of EDG device(s)
2. Connectivity for EDG device(s)
3. Field Service and Support for EDG device(s)

CHE Changes
RapidDeploy will integrate with the customer's existing Call Processing Equipment (CPE). RapidDeploy requires 1 month advance notice of any CPE changes, such as a migration to a new vendor, migration to a new version, and changes to ALI spill format. Failure to provide notice may result in temporary unavailability of the product for use.

Training
RapidDeploy's best-practice is to tailor the training program using RapidDeploy provided training and learning resources, with end-user training being driven by our clients.

Training activities for the Project are defined as follows:

1. **Training Approach and Plan**
   At the appropriate time during the project, RapidDeploy will conduct a Training Kick-off with the Client to define scope of training needs, led by the Client's assigned Customer Success Manager (CSM). This will include defining the delivery method(s), target audiences, and any additional relevant information to promote successful training of Client stakeholders and end users. The agreed-upon approach for Training will be documented and shared with Client stakeholders via email.

   Unless otherwise specified, all training will be provided via the RapidDeploy Academy online Learning Management System (LMS), an on-demand training portal available 24/7/365. Should in-person training, live

RapidDeploy CONFIDENTIAL INFORMATION

webinar training sessions, and/or a significant number of "Office Hours" sessions be requested by the Client, the RapidDeploy team will work with the Client to agree on an approach, which will be documented and reviewed. There may be an additional charge required if in-person and/or live webinar training sessions are desired by the Client.

2. **Radius System Administrators Training**
   System Administrators will be given access to Radius System Admin training modules in the RapidDeploy Academy. The primary audience for these training modules is PSAP training staff and/or supervisors who will then be able to enroll and direct the attendance of PSAP end users.

3. **Radius End-User Training**
   Radius End-User training modules are tailored to front line PSAP personnel and administered at a self-directed pace while seated at a console. System Administrators/Supervisors will be responsible for monitoring completion of the RapidDeploy Academy curriculum by the end users. Once complete, end users will receive a certificate.

4. **"Office Hours" Live Training Sessions**
   If requested and agreed, RapidDeploy will schedule and conduct a live, instructor-led webinar session to answer questions and provide in-depth review of specific application functionality, as requested by the Client. The RapidDeploy Customer Success Manager will work with Client to determine the quantity and timing of this session(s) based on need and availability of RapidDeploy staff.

In-depth training videos and training guides will also be made available to all PSAP end users via the Help Center, which can be accessed directly from the Support Portal within the RapidDeploy Radius application.

SaaS Operation - Customer Success

Customer Success (CS)
RapidDeploy's Customer Success (CS) team works with all customers post-onboarding to drive on-going satisfaction and promote objective attainment across involved stakeholders. Our CS team's goal is to help every customer get the most from our products and services. As organizations grow, adjust policies and procedures and as products are updated, CS works with customers to support on-going training activities via the RapidDeploy Academy and other channels, define and improve workflows using our products, and answer questions to drive alignment and overall success.

Feature and Enhancement Requests
Customers are our greatest source of inspiration. New feature and functionality requests are fielded by the assigned Customer Success Manager (CSM) and can also be submitted via the online help center or by emailing the RapidDeploy Support team. Requests are evaluated, prioritized, and planned with the help of our Customer Advisory Board (CAB), which is comprised of both customers and industry leaders.

Product enhancements include updates to workflows, reporting, administration, integrations, display, or user interface improvements. As a SaaS product, enhancements are included and made available to existing customers at no additional cost. New modules or additional product functionality may be developed, and these new modules may have an additional cost, new functionality are generally considered new functionality or capabilities that expand the use of the product, the types of users or the role of the users.

Vulnerability Risk Assessments

RapidDeploy completes external vulnerability and risk assessments with both third-party organization and automated security and vulnerability services. Vulnerabilities are categorized by severity and risk and added as planned software updates or critical software patches.

Platform Upgrades, New Releases

Through our SaaS delivery model, we maintain a single and unified codebase for all our customers with new features and capabilities feature flagged for activation upon user acceptance. Upgrades and new features are deployed on a scheduled and ongoing basis, in collaboration with Client and local stakeholders. If a new feature is not desired for Client or any of the PSAPs, the flag for the feature can be set to disable rather than executing a roll back of code. Each formal release is based on versioned components—each of which are rolled individually back if deemed necessary.

Critical Software Patch Release Process (HOT FIX)

RapidDeploy at its discretion may choose to complete a critical software patch or update outside of the normal release schedule when a vulnerability or software error presents a significant risk to customer operations.

Terms of Use

Use of the Services

Client may use the Services only: (i) during the Subscription Term; (ii) for Client's internal business purposes; and (iii) in accordance with this Agreement and the Documentation. Client shall notify RapidDeploy of each billing metric added for purposes of using the Services. Client may only use the Product(s) it selects, and any further and future products, services, features, or functionalities may be requested from RapidDeploy and additional fees and charges may apply. On or after the Effective Date (as referenced in the relevant Order Form), RapidDeploy shall create an Account for Client to access the Services and shall provide Login Credentials to Client for that Account. To use the Services, Client must register and set up an authorized Account with Login Credentials. Client is responsible for any use of the Services that occurs under its Login Credentials, and Client is responsible for its Users' compliance with this Agreement. If Client becomes aware of any User's violation of this Agreement, Client shall promptly terminate that User's access and use of the Services.

Restrictions

To the extent expressly permitted in this Agreement or required by law, Client shall not, directly or indirectly, or permit any third party to: (i) republish or redistribute any content or material (including any output generated by Client) from the Services; (ii) make any alteration or modification to or translation of the Services; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, process flows, technical structure/architecture or other trade secrets of the Services; (iv) resell, distribute or sublicense the Services; (v) develop a product or service similar to or competitive with the Services having any functional attributes, visual expressions, or other features similar to those of the Services; (vi) introduce or upload to the Services any Prohibited Content; or (vii) use the Services (a) in a way prohibited by law, regulation, or governmental order or decree, (b) to violate any rights of others, (c) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Services or any other service, device, data, account, or network, (d) to distribute spam or malware, (e) in a way that could harm the Services or impair anyone else's use of it, or (f) in a way intended to work around the Services' technical limitations, recurring fees calculation, or usage limits.

Ownership of the Services

RapidDeploy and its suppliers own and retain all right, title, and interest in and to the Services and any related RapidDeploy software, including all improvements, enhancements, modifications, and derivative works of them, and all Intellectual Property Rights in all of them. This includes any Analytics Data. Client's rights to use the Services are limited to those expressly granted in this Agreement. No other rights with respect to the Services, any related RapidDeploy software, or any related Intellectual Property Rights are implied.

Ownership of Content

Client and its Users retain all right, title and interest in and to any Client Content and all Intellectual Property Rights in the Client Content. Client's rights to access and use Client Content via the Services are limited to those expressly granted in this Agreement. Client hereby grants RapidDeploy a worldwide, non-exclusive, transferable, sublicensable, royalty-free, fully paid license to use the Client Content as necessary to provide the Services to Client under this Agreement and in accordance with its rights and obligations under this Agreement. Client Content will be returned to Client in a format reasonably determined by RapidDeploy upon written request following the expiration or termination of this Agreement.

Other Emergency Communications Service Provider Authorization.

Client hereby authorizes RapidDeploy to provide "other emergency communications services" pursuant to 47 U.S.C. § 615b. These services include, but are not limited to, acquiring and transmitting Apple End-User EED Data, Google Android End-User ELS Data, and supplemental data from other sources to Client for the purpose of assisting in an emergency. Client and acknowledges and agrees that RapidDeploy is and shall be an "other emergency communications service provider" in accordance with U.S. Code Title 47., Chapter 5., Subchapter VI., 615b and shall be subject to the immunities and other protections from liability set forth in U.S. Code Title 47., Chapter 5., Subchapter VI., 615b.

Data Security and Privacy

The terms and conditions that govern the parties' respective rights and obligations arising from and relating to data protection and data privacy are set forth in **Exhibit A** to this Agreement (the **"Data Protection Addendum"**).

Support and Service Level Agreement

RapidDeploy shall provide Support in respect of the Services during the Subscription Term in accordance with Service Level Agreement as defined by CONTRACT FOR SERVICES C-585-23-002 Exhibit C. RapidDeploy shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week.

Third Party Content

As part of Client's use of the Services, Client may receive access to Third Party Content or sensitive Third-Party Content that is only accessible with the use of digital certificates. Client is responsible for complying with, and causing its Users to comply with, any terms that may be presented to Client when Client accesses that Third Party Content. RapidDeploy will determine in its sole discretion whether to (i) obtain digital certificates on Client's behalf and assign or transfer such certificates to Client, or (ii) require Client to obtain digital certificates itself. In the event RapidDeploy obtains digital certificates on behalf of Client and assigns or transfers those digital certificates to Client, Client will be responsible for complying with, and causing its Users to comply with, any terms and conditions presented by the provider of such digital certificates, and may be required to enter into a separate agreement with the provider of such digital certificates as a condition of accessing sensitive Third Party Content. Third Party Content is available "AS IS" without indemnification, support (unless otherwise specified), or warranty or condition of any kind. RapidDeploy, any provider of Third Party Content, and any provider of digital certificates necessary to access sensitive Third Party Content may suspend or terminate provision of any Third Party Content at any time, and that suspension or termination will not be deemed a material, detrimental change or a breach of this Agreement.

Third Party Interfaces

Generally, RapidDeploy does not charge our clients one-time implementation charges for platform interfaces on the presumption that these will be delivered in a standardized and configurable manner and available to all RapidDeploy Clients.

It is mutually understood that Client may need to provision separately with existing third-party providers for accessing and activating direct connection from RapidDeploy's platform to third-party paid-for services. Client will provide those credentials to RapidDeploy to connect and integrate with such services.

✕RapidDeploy

Eclipse Analytics Product Specifications

Eclipse Analytics is RapidDeploy's cutting edge analytics platform that ingests your phone system (Call Data Record/CDR) into the cloud and generates unique insights and reports, including predictive and prescriptive analytics. The solutions are built on Microsoft Power BI and can be deployed alongside the agency's current 9-1-1 system. Eclipse Analytics goes above and beyond the standard PSAP reporting capabilities by offering a powerful, easy-to-use data discovery platform that assists PSAPs in addressing challenges such as workforce management and staffing or the lack of quality insights into call volumes and call transfers.

The following highlights the key capabilities and differentiators with Eclipse Analytics:
- Natural Language Query – access data quicker and more efficiently
- Staffing Analytics and Planning – make data-driven staffing decisions
- Call Detail Search – review the data behind every call
- Standard Reports Suite – easy access to frequently needed information
- Automated Report Scheduling and Electronic Delivery – get the information in your inbox
- Self-Service Analytical Reports – get quick answers to questions
- Interactive and Drillable Analytics – dive deeper for more information

Increase Understanding and Awareness of PSAP Performance
- User-friendly, flexible reporting with the ability to view key PSAP metrics including Answer Time, Hold Time, Process Time, Talk Time, Answer Time Compliance to Standard, Abandoned Calls and Transfer Calls
- Visualize individual performance metrics for a call taker
- Understand different variables that affect the overall time to process an incoming call
- Ability to explore data in depth

Call Reports
- Voice and General Text report, by ESN, Trunk, PSAP, Shift, Call Taker, Position, Class of Service and Time Period
- Complete call history from beginning to end
- Data export capabilities
- Search by call taker, address, date or phone number

Natural Language Querying
- Allows the user to easily create new reports by typing in what they want to see and how they want to see it, like internet search engines
- Eliminate the need for hundreds of standard canned reports with the use of on-demand reports
- No programming skills required

Staffing Forecast
- Visualize volume trends and optimize staffing levels easily
- Model based on call volume variations, changes to answer time goals, etc.

RapidDeploy CONFIDENTIAL INFORMATION

✕RapidDeploy

Eclipse Scope of Services

SaaS Product Offering
RapidDeploy products are offered as a Software as a Service (SaaS) which is always up to date and will grow and expand with the needs of the customer, providing a platform to deliver continuous improvements as new data, technology, and services become available to 9-1-1 networks and PSAPs.

- Hosted in the Microsoft Azure Cloud (Government Azure Cloud for US Government Agencies), the RapidDeploy platform is secure, redundant, resilient, and scalable for dynamic workloads.
- Every RapidDeploy customer is maintained on the same code base. As new features and functions are implemented, every customer will receive those upgrades as a part of their monthly SaaS subscription.
- System upgrades and new features and capabilities are also rolled out in real time without any loss of service.

Software as a Service Licensing
RapidDeploy offers cloud native Software as a Service (SaaS) products which are licensed based on the number of authorized seats whose 911 and admin call taking activities data is recorded. The Annual SaaS Subscription fee is calculated based on the number of licenses at the monthly license price for 12 months. Changes to the number of users or licenses required by the end customer will be reviewed on an annual basis and adjustments to the number of licenses or users.

SaaS Subscription Fees
The annual subscription for Eclipse software is due upon completion of the SaaS Milestone, as defined above, and execution of the SaaS Acceptance Form. RapidDeploy charges our SaaS subscription on an annual basis in advance. The subscription cost is due annually on the anniversary date from the date the SaaS was initially made available to the customer (SaaS Availability Milestone date).

Milestones, Acceptance Criteria
RapidDeploy shall present SaaS Acceptance Form to Client for signature upon completion of the SaaS Availability Milestone. RapidDeploy's standard SaaS Availability Milestone criteria are listed in Radius Scope of Services above.

Delivery of Eclipse – Required Customer Activities
The following activities are owned by the customer and must be completed as part of the initial requirements validation (discovery) phase:

RapidDeploy CONFIDENTIAL INFORMATION

1. Confirm Customer can provide Call CDR (Call Detail Record) or i3 Event Log outputs via configured Serial ports from the Call Handling system or via IP if approved by RapidDeploy.
2. Confirm Customer approach to running RD Product on the floor (workstation access, internet, browser).
3. Complete EDG Request for Information (RFI) Form for all in- scope PSAPs, review and confirm ability to meet URL Whitelisting requirements (for web application operations) and IP Whitelisting and network connectivity requirements (for EDG installs).
4. Review and confirm ability to meet Hardware and Network specifications (incl. bandwidth requirements) to support operations of RD products within Customer environment (control room and mobile).
5. Planned Customer Upgrades (if applicable)– Document Customer's planned upgrades to CHE/CPE equipment with vendors, versions, and timelines which may impact overall Project timelines.

Following the completion of the Requirements Validation Phase, RapidDeploy and Client will mutually agree on a Project Plan (Schedule), a Formal Project Kickoff Date, any updates to this Statement of Work, and Estimated Onboarding Completion Date. Should discrepancies be discovered after Requirements Validation is completed during the course of the implementation effort, RapidDeploy reserves the right to adjust the Project Plan (Schedule) to accommodate any impacts that result from such discrepancies or new information that is discovered.

Note: A Radius tenant will be created and configured for each in-scope PSAP as part of the project deployment. This is required to enable the capture of additional ALI data updates as part of call data ingestion. RapidDeploy will also configure Supplemental Device Location Services, using the in-scope PSAP geofence boundary. The Radius tenant will not be accessible to Client and will only be used by RapidDeploy unless a contract amendment is executed to add Radius to the subscription contract.

Customer acknowledges receipt of the following requirements documents and confirms adherence to the requirements outlined therein:
1. RapidDeploy Eclipse Hardware Requirements
2. RapidDeploy Eclipse Network & URL Whitelisting Requirements
3. RapidDeploy EDG Interface Requirements

Integration to Call Handling / Call Processing Equipment

It is mutually understood that the following services will be provided by the customer, prime contractor, or third party and are out of scope for RapidDeploy:
1. Installation of EDG device(s)
2. Connectivity for EDG device(s)
3. Field Service and Support for EDG device(s)

Data Retention and CHE Changes

RapidDeploy will integrate with the customer's existing Call Processing Equipment (CPE). RapidDeploy requires 2 months advance notice of any CPE changes, such as a migration to a new vendor, migration to a new version, and migration from traditional CDR to an i3 event logger. Failure to provide notice may result in lost data. Recovery of data or re-onboarding of a new CPE may require additional services to be quoted at the time of notice.

For customers who would like to extend their data retention beyond 5 years, an additional annual fee will be applied based on the overall call volume, for each year up to 10 years. Eclipse will begin aggregating data when the integration with the customer's existing CPE is complete. Uploading historical CDR data is possible to get jump-started with Eclipse, but also presents an additional onboarding effort. Upload requests will be evaluated for feasibility and a one-time fee may be applied based on the estimated effort and call volume of data being uploaded.

Training

RapidDeploy CONFIDENTIAL INFORMATION

RapidDeploy's best-practice is to tailor the training program using RapidDeploy provided training and learning resources, with end-user training being driven by our clients (i.e., "Train-the-Trainer").

Training activities for the Project are defined as follows:

1. Training Approach and Plan

At the appropriate time during the project, RapidDeploy will conduct a Training Kick-off with the Client to define scope of training needs, led by the Client's assigned Customer Success Manager (CSM). This will include defining the delivery method(s), target audiences, and any additional relevant information to promote successful training of Client stakeholders and end users. The agreed-upon approach for Training will be documented and shared with Client stakeholders via email.

Unless otherwise specified, all training will be provided via the RapidDeploy Academy online Learning Management System (LMS), an on-demand training portal available 24/7/365. Should in-person training, live webinar training sessions, and/or a significant number of "Office Hours" sessions be requested by the Client, the RapidDeploy team will work with the Client to agree on an approach, which will be documented and reviewed. There may be an additional charge required if in-person and/or live webinar training sessions are desired by the Client.

2. System Administrators Training

System Administrators will be given access to Eclipse System Admin and Eclipse End User training modules in the RapidDeploy Academy once PSAP-specific data readiness activities have been completed. The primary audience for these training modules is PSAP training staff and/or supervisors. System Admins will then be able to enroll and direct the attendance of PSAP end users, who should be assigned the End User training module only, as appropriate.

3. End-User Training

End-user training modules are tailored to PSAP personnel and administered at a self-directed pace while seated at a console. System Administrators/Supervisors will be responsible for monitoring completion of the RapidDeploy Academy curriculum by the end users. Once complete, end user will receive a certificate.

Additional training videos and training guides will also be made available to all PSAP end users via the Help Center, which can be accessed directly from the Support Portal within the RapidDeploy Eclipse application.

SaaS Operation - Customer Success

Customer Success (CS)
RapidDeploy's Customer Success (CS) team works with all customers post-onboarding to drive on-going satisfaction and promote objective attainment across involved stakeholders. Our CS team's goal is to help every customer get the most from our products and services. As organizations grow, adjust policies and procedures and as products are updated, CS works with customers to support on-going training activities via the RapidDeploy Academy and other channels, define and improve workflows using our products, and answer questions to drive alignment and overall success.

Feature and Enhancement Requests
Customers are our greatest source of inspiration. New feature and functionality requests are fielded by the assigned Customer Success Manager (CSM) and can also be submitted via the online help center or by emailing the RapidDeploy Support team. Requests are evaluated, prioritized, and planned with the help of our Customer Advisory Board (CAB), which is comprised of both customers and industry leaders.
Product enhancements include updates to workflows, reporting, administration, integrations, display, or user interface improvements. As a SaaS product, enhancements are included and made available to existing customers at no additional cost. New modules or additional product functionality may be developed, and these new modules may have an additional cost, new functionality are generally considered new functionality or capabilities that expand the use of the product, the types of users or the role of the users.

Vulnerability Risk Assessments
RapidDeploy completes external vulnerability and risk assessments with both third-party organization and automated security and vulnerability services. Vulnerabilities are categorized by severity and risk and added as planned software updates or critical software patches.

Platform Upgrades, New Releases
Through our SaaS delivery model, we maintain a single and unified codebase for all our customers with new features and capabilities feature flagged for activation upon user acceptance. Upgrades and new features are deployed on a scheduled and ongoing basis, in collaboration with Client and local stakeholders. If a new feature is not desired for Client or any of the PSAPs, the flag for the feature can be set to disable rather than executing a roll back of code. Each formal release is based on versioned components—each of which are rolled individually back if deemed necessary.

Critical Software Patch Release Process (HOT FIX)
RapidDeploy at its discretion may choose to complete a critical software patch or update outside of the normal release schedule when a vulnerability or software error presents a significant risk to customer operations.

Terms of Use

Use of the Services

Client may use the Services only: (i) during the Subscription Term; (ii) for Client's internal business purposes; and (iii) in accordance with this Agreement and the Documentation. Client shall notify RapidDeploy of each billing metric added for purposes of using the Services. Client may only use the Product(s) it selects, and any further and future products, services, features, or functionalities may be requested from RapidDeploy and additional fees and charges may apply. On or after the Effective Date (as referenced in the relevant Order Form), RapidDeploy shall create an Account for Client to access the Services and shall provide Login Credentials to Client for that Account. To use the Services, Client must register and set up an authorized Account with Login Credentials. Client is responsible for any use of the Services that occurs under its Login Credentials, and Client is responsible for its Users' compliance with this Agreement. If Client becomes aware of any User's violation of this Agreement, Client shall promptly terminate that User's access and use of the Services.

Restrictions

To the extent expressly permitted in this Agreement or required by law, Client shall not, directly or indirectly, or permit any third party to: (i) republish or redistribute any content or material (including any output generated by Client) from the Services; (ii) make any alteration or modification to or translation of the Services; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, process flows, technical structure/architecture or other trade secrets of the Services; (iv) resell, distribute or sublicense the Services; (v) develop a product or service similar to or competitive with the Services having any functional attributes, visual expressions, or other features similar to those of the Services; (vi) introduce or upload to the Services any Prohibited Content; or (vii) use the Services (a) in a way prohibited by law, regulation, or governmental order or decree, (b) to violate any rights of others, (c) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Services or any other service, device, data, account, or network, (d) to distribute spam or malware, (e) in a way that could harm the Services or impair anyone else's use of it, or (f) in a way intended to work around the Services' technical limitations, recurring fees calculation, or usage limits.

Ownership of the Services

RapidDeploy and its suppliers own and retain all right, title, and interest in and to the Services and any related RapidDeploy software, including all improvements, enhancements, modifications, and derivative works of them, and all Intellectual Property Rights in all of them. This includes any Analytics Data. Client's rights to use the Services are limited to those expressly granted in this Agreement. No other rights with respect to the Services, any related RapidDeploy software, or any related Intellectual Property Rights are implied.

Ownership of Content

Client and its Users retain all right, title and interest in and to any Client Content and all Intellectual Property Rights in the Client Content. Client's rights to access and use Client Content via the Services are limited to those expressly granted in this Agreement. Client hereby grants RapidDeploy a worldwide, non-exclusive, transferable, sublicensable, royalty-free, fully paid license to use the Client Content as necessary to provide the Services to Client under this Agreement and in accordance with its rights and obligations under this Agreement. Client Content will be returned to Client in a format reasonably determined by RapidDeploy upon written request following the expiration or termination of this Agreement.

Other Emergency Communications Service Provider Authorization

Client hereby authorizes RapidDeploy to provide "other emergency communications services" pursuant to 47 U.S.C. § 615b. These services include, but are not limited to, acquiring and transmitting Apple End-User EED Data, Google Android End-User ELS Data, and supplemental data from other sources to Client for the purpose of assisting in an emergency. Client and acknowledges and agrees that RapidDeploy is and shall be an "other emergency communications service provider" in accordance with U.S. Code Title 47., Chapter 5., Subchapter VI., 615b and shall be subject to the immunities and other protections from liability set forth in U.S. Code Title 47., Chapter 5., Subchapter VI., 615b.

Data Security and Privacy

The terms and conditions that govern the parties' respective rights and obligations arising from and relating to data protection and data privacy are set forth in **Exhibit A** to this Agreement (the "**Data Protection Addendum**").

Support and Service Level Agreement

RapidDeploy shall provide Support in respect of the Services during the Subscription Term in accordance with Service Level Agreement as defined by Exhibit A. RapidDeploy shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week.

Third Party Content

As part of Client's use of the Services, Client may receive access to Third Party Content or sensitive Third-Party Content that is only accessible with the use of digital certificates. Client is responsible for complying with, and causing its Users to comply with, any terms that may be presented to Client when Client accesses that Third Party Content. RapidDeploy will determine in its sole discretion whether to (i) obtain digital certificates on Client's behalf and assign or transfer such certificates to Client, or (ii) require Client to obtain digital certificates itself. In the event RapidDeploy obtains digital certificates on behalf of Client and assigns or transfers those digital certificates to Client, Client will be responsible for complying with, and causing its Users to comply with, any terms and conditions presented by the provider of such digital certificates, and may be required to enter into a separate agreement with the provider of such digital certificates as a condition of accessing sensitive Third Party Content. Third Party Content is available "AS IS" without indemnification, support (unless otherwise specified), or warranty or condition of any kind. RapidDeploy, any provider of Third Party Content, and any provider of digital certificates necessary to access sensitive Third Party Content may suspend or terminate provision of any Third Party Content at any time, and that suspension or termination will not be deemed a material, detrimental change or a breach of this Agreement.

Third Party Interfaces

Generally, RapidDeploy does not charge our clients one-time implementation charges for platform interfaces on the presumption that these will be delivered in a standardized and configurable manner and available to all RapidDeploy Clients.

It is mutually understood that Client may need to provision separately with existing third-party providers for accessing and activating direct connection from RapidDeploy's platform to third-party paid-for services. Client will provide those credentials to RapidDeploy to connect and integrate with such services.

MARION COUNTY STANDARD ADDITIONAL TERMS AND CONDITIONS

This Additional Terms and Conditions (this "ATC") are made a part of 25C-067 Radius Emergency GIS Mapping Services (hereinafter "the Agreement") between RapidDeploy, Inc. ("FIRM") and **MARION COUNTY,** a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala, FL 34471 ("COUNTY") (individually "Party," collectively "Parties.")

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions outlined below. These additions shall be valid as if part of the Agreement.

1. **Governmental Entity.** FIRM acknowledges that in light of COUNTY being a governmental entity, this ATC is needed and shall govern the Agreement.

2. **Material Term; Conflict.** This ATC is a material term of the Agreement and same is relied upon by COUNTY in entering into the Agreement. A breach of this ATC is a material breach of the Agreement. The Parties expressly agree that notwithstanding anything to the contrary set forth in the Agreement, in the event of a conflict or inconsistency between the terms of this ATC and those of the Agreement, the terms of this ATC shall govern.

3. **Prompt Payment Act.** FIRM acknowledges that notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligations and responsibilities for payment and non-payment under the Agreement, including, but not limited to, the accrual of interest thereon if any, are governed by Chapter 218, Part VII, Florida Statutes, Local Government Prompt Payment Act (2023).

4. **Tax Exempt.** Notwithstanding anything to the contrary set forth in the Agreement, FIRM acknowledges receipt of COUNTY's Consumer Certificate of Exemption from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

5. **Public Records Laws; Confidential and Exempt.** Notwithstanding anything to the contrary set forth in the Agreement, FIRM acknowledges COUNTY's duties under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2023), to provide public access to COUNTY's records and to hold them open for personal inspection and copying by any person. FIRM acknowledges that the Parties are required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, with regard to the Agreement and FIRM affirms that said laws supersede any contrary or inconsistent terms of the Agreement. As such, notwithstanding anything to the contrary set forth in the Agreement, the definitions of "Confidential" and/or "Proprietary" information, the Parties' abilities and obligations to disclose same, the methods for such disclosure, and the remedies, if any regarding same, shall be determined solely according to Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, as those laws may be amended from time to time.

6. **Public Records Obligations.** If, under the Agreement, FIRM is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), Florida Statutes (2023), FIRM, shall:

    A. Keep and maintain public records required by COUNTY to perform the service;
    B. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if FIRM does not transfer the records to COUNTY; and,
    D. Upon completion of the Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the service. If FIRM transfers all public records to COUNTY upon completion of the Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon completion of the Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request from COUNTY's custodian of public records in a format that is compatible with the information technology systems of COUNTY.

7. **Unilateral Termination.** If FIRM fails to provide the public records to COUNTY within a reasonable time or otherwise fails to comply with this Section, FIRM may be subject to penalties under Section 119.10, Florida Statutes (2023) and may be subject to unilateral cancellation of the Agreement by COUNTY.

8. **Public Records Questions Contact.**
    IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
    <div align="center">

    Public Relations, 601 SE 25th Ave., Ocala, FL 34471
    Phone: 352-438-2300 Fax: 352-438-2309
    Email: PublicRelations@MarionFL.org
    </div>

9. **Annual Appropriations.** FIRM acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, includes the expenditure of money in excess of the amounts budgeted as available for expenditure.

2 | Page

COUNTY's performance and obligation to pay FIRM under the Agreement are contingent upon annual appropriation being made for that purpose. If during the term of the Agreement, COUNTY does not make an annual appropriation necessary to continue its performance under the Agreement, COUNTY may terminate the Agreement upon the expiration of the funded fiscal year.

10. **E-Verify pursuant to § 448.095, Fla. Stat.** Section 448.095, Florida Statutes (2023), requires FIRM to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into the Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.

    A. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

    B. FIRM has agreed to perform in accordance with the requirements of this Section and agrees as follows:

        1. It certifies and assures COUNTY that FIRM is currently in full compliance with Section 448.095, Florida Statutes (2023), it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees.

        2. COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), Florida Statutes (2023), that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

        3. When FIRM enters into a contract with an employee, a FIRM or a subFIRM, FIRM shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.

        4. FIRM shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.

        5. FIRM shall immediately terminate the Contracting Party if FIRM has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes (2023), as set forth above.

        6. If COUNTY has a good faith belief that FIRM's Contracting Party has knowingly violated Section 448.095, Florida Statutes (2023), but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the Contracting Party. FIRM agrees that upon such an order, FIRM shall immediately terminate the Contracting Party. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.

        7. If COUNTY terminates the Agreement with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.

3 | P a g e

8. FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.

9. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.

10. FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subFIRMs, and to make such records available to COUNTY or other authorized governmental entity.

11. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

11. **Scrutinized Companies pursuant to § 287.135, Fla. Stat.**

   A. **Certification.**

      1. If the Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:

         a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2023), or

         b. Engaged in business operations in Cuba or Syria.

      2. If the Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:

         a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes (2023), or

         b. Engaged in a boycott of Israel.

   B. **Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more and FIRM meets any of the following criteria.

      1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:

         a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes (2023), or

         b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes.

      2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:

         a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;

4 | Page

      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

      c. Been engaged in business operations in Cuba or Syria.

3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:

      a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;

      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes;

      c. Been engaged in business operations in Cuba or Syria; or

      d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:

      a. Submitted a false certification as provided under Section 287.135(5), Florida Statutes;

      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

      c. Been engaged in business operations in Cuba or Syria.

C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and

2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel.

D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, Florida Statutes, as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

12. **Discriminatory Vendor List, Convicted Vendor List, Antitrust Violator Vendor List.** FIRM certifies and assures COUNTY that FIRM and its affiliate, if any and as defined under the pertinent statutes, has not been placed on the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes (2023), the Convicted Vendor List pursuant to Section 287.133, Florida Statutes (2023), and the Antitrust Violator Vendor List pursuant to Section 287.137, Florida Statutes (2023). FIRM acknowledges that absent certain conditions set forth in the respective statutes, those that have been placed on such lists may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work

as a FIRM, supplier or subFIRM under a contract with a public entity, may not transact business with a public entity, and may not benefit from certain economic incentives.

13. **Sovereign Immunity.** Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything to the contrary set forth in the Agreement, COUNTY's obligation to indemnify FIRM, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2023). All liability of COUNTY shall be limited to the limits set forth therein, whether sounding in contract, tort, or otherwise. This Section shall survive the termination of the Agreement.

14. **Mutual Indemnification.** Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Agreement, including attorney's fees and costs (and costs and fees on appeal as well as for litigating the issue of the amount of fees to be awarded), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2023) with respect to actions in tort or contract. Pursuant to Section 768.28, Florida Statutes, nothing in the agreement may require COUNTY to indemnify or insure FIRM for FIRM's negligence.

15. **Rights of Third Parties.** Nothing in the Agreement, whether express or implied, is intended to confer any rights or remedies under or because of the Agreement on any persons other than the Parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in the Agreement is intended to relieve or discharge the obligation or liability of any third persons to any Party to the Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to the Agreement.

16. **Waiver.** Notwithstanding anything set forth to the contrary in the Agreement, no waiver of any default by either Party shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by either Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

17. **Severability.** If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court

6 | P a g e

finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

18. **Attorneys' Fees.** Notwithstanding anything to the contrary set forth in the Agreement, if a civil action or other legal proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorney's fees shall include, without limitation, a reasonable attorneys' fees for litigating the issue of the amount of fees to be awarded, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges that would be reasonably billed by the attorney to the prevailing party. Such award is limited to only those instances involving a legal proceeding, not a collection effort.

19. **Applicable Law/Jurisdiction/Venue.** The Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. Notwithstanding anything to the contrary set forth in the Agreement, the venue for any legal proceeding arising out of the Agreement, shall be in the State or Federal courts of Marion County, Florida.

20. **Waiver of Jury Trial.** EACH PARTY HEREBY AGREES THAT IN ANY LITIGATION OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF THE AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE HAD BY A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS WAIVER.

21. **Survival.** Sections 13-20 of this ATC shall survive the termination of the Agreement, or any duties or obligations thereunder, and shall be fully binding until any proceeding which may be brought under this Agreement is barred by the applicable statute of limitations. In addition, any other provisions, or parts thereof, of this ATC which, by their nature, should survive termination or cancellation shall survive.

22. **Headings.** Section headings contained in this ATC are for convenience only and are not to be deemed or construed to be part of the Agreement.
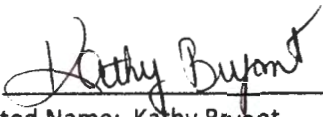
23. **Authority to Execute Agreement.** The signature by any person to the Agreement and this ATC shall be deemed a personal warranty by that person that she/he has the full power and authority to bind the entity for which that person is signing.

24. **Transacting Business in Florida.** As of the date of entering this Agreement, FIRM represents that FIRM has been issued a certificate of authority issued by the Florida Department of State, required to transact business in Florida, pursuant to Section 607.1501, Florida Statutes, or a determination has been made by FIRM and its legal advisor that performance of this Agreement will not require any act constituting transacting business in Florida. In the event COUNTY, at its sole discretion, determines that FIRM is transacting business in Florida without a certificate of authority issued by the Florida Department of State, COUNTY may immediately terminate this Agreement. In the event of such termination, FIRM shall immediately repay all amounts provided to FIRM under this Agreement.

25. **No Other Negations or Changes.** No other terms or conditions of the Agreement are negated or changed as a result of this ATC.

26. **Entire Agreement.** The Agreement and this ATC collectively contain the entire agreement between the Parties related to the matters specified herein, and supersede any prior oral or written statements or agreements between the Parties related to such matters. Any amendment thereto shall be made in writing and signed by both Parties.

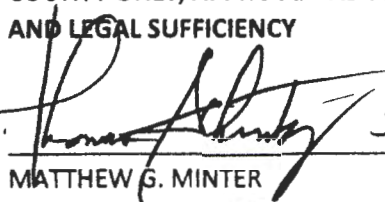[This portion of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the Parties have entered this ADDITIONAL TERMS AND CONDITIONS on the date of the last signature below.

COUNTY
MARION COUNTY, a political subdivision
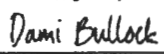of the State of Florida

By: _Kathy Bryant_
Printed Name: Kathy Bryant
Title: Chairman
Date: ___April 15, 2025___

FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

For: _Thomas Achey_ 3/19/25
MATTHEW G. MINTER /DATE
MARION COUNTY ATTORNEY

FIRM
RapidDeploy, Inc.

By: _Dami Bullock_
Printed Name: _Dami Bullock_____
Title: _COO_____
Date: 1/21/2025_____

9 | P a g e