

RESOLUTION NO. 2024- 970

A RESOLUTION APPROVING A MASTER SERVICES AND SOFTWARE AGREEMENT BETWEEN VERSATERM PUBLIC SAFETY US, INC., (“VERSATERM”) AND THE CITY OF TAMPA RELATING TO THE USE OF STREET SMART SOFTWARE APPLICATION (“SOFTWARE”) FROM JULY 1, 2024 THROUGH JUNE 30, 2025 FOR USE BY TAMPA POLICE DEPARTMENT AND NEIGHBORING LAW ENFORCEMENT AGENCIES IN AN AMOUNT OF \$147,960.71 AS PART OF THE UASI GRANT FUNDING RESOLUTION NO. 2023-1335; AUTHORIZING EXECUTION THEREOF BY THE MAYOR OF THE CITY OF TAMPA AND ATTESTATION OF THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa is a current licensee and has been a licensee since 2004 of a software application now known as Street Smart Software application, which has been purchased by Versaterm, and the City desires to engage Street Smart to provide ongoing managed services and software maintenance from July 1, 2024 through June 30, 2025; and

WHEREAS, the Software enables multiple law enforcement agencies to exchange information necessary for daily law enforcement activities by providing real time data which allows police officers to pinpoint crimes, patterns, and incidents, thus allowing for, among other things, more expeditious crime fighting; and

WHEREAS, Urban Area Working Group for UASI grant has approved purchase of Street Smart; and

WHEREAS, StreetSmart was developed for use for the Tampa Police Department and it’s partners and is the single provider of this product; and

WHEREAS, the purchase of Street Smart Software License for Tampa Police Department, University of South Florida Police Department and Tampa International Airport Police Department from the FY 2023 Urban Area Security Initiative (UASI) grant funds pursuant to Resolution No. 2023-1335, passed and adopted by the City Council of the City of Tampa on December 21, 2023; and

WHEREAS, it would be in the best interests of the citizens served by the Tampa Police Department and the participating agencies for the City to enter into the aforementioned license and managed services agreement with Versaterm.

**NOW, THEREFORE,
BE IT RESOLVED BY THE CITY COUNCIL
OF THE CITY OF TAMPA, FLORIDA:**

Section 1. That the Master Service and Software Agreement between the City of Tampa and Versaterm, a copy of which is attached hereto and by reference made a part hereof, is hereby approved in its entirety.

Section 2. That the Mayor of the City of Tampa is authorized to execute, and the City Clerk is authorized to attest and affix the official seal to, said Agreement on behalf of the City.

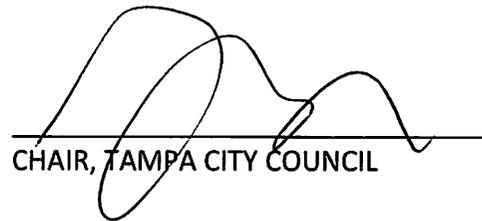
Section 3. That all officers of the City of Tampa are authorized to do all things necessary and proper to carry out the provisions of this Resolution.

Section 4. That this Resolution shall take effect nunc pro tunc, July 1, 2024.

PASSED AND ADOPTED by the City Council of the City of Tampa, Florida, on
NOV 07 2024.

ATTEST:


CITY CLERK/~~DEPUTY CITY CLERK~~


CHAIR, TAMPA CITY COUNCIL

/s/ Michael Schmid
Senior Assistant City Attorney

MASTER SOFTWARE AND SERVICES AGREEMENT

This Master Software and Services Agreement ("MSA" or "Agreement") is made effective as of the date of the last signature set forth on the signature page hereto (the "Effective Date"):

BETWEEN:

The **City of Tampa, FL** on behalf of the Tampa Police Department (hereafter referred to as "Customer")

-and-

Versaterm Public Safety US, Inc., a corporation incorporated under the laws of the State of Delaware (hereafter referred to as "Versaterm")

Background

- A. Versaterm (including its affiliates) develops, and licenses proprietary software related to public safety agencies.
- B. The parties contemplate that from time-to-time CUSTOMER will wish to obtain, and Versaterm will provide, a license and associated services from Versaterm to permit CUSTOMER to such software and related materials, all of which shall be governed by the terms and conditions of this MSA.

NOW THEREFORE in consideration of the covenants contained in this MSA, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

For the purposes of this MSA, each Service Schedule and each Statement of Work, these terms will have the following meanings:

- 1.1 "Authorized User" means an employee, consultant, or contractor of CUSTOMER authorized by CUSTOMER to access and use the Services on CUSTOMER's behalf.
- 1.2 "Confidential Information" means this Agreement, any Service Schedule, the Software, CUSTOMER Data and all ideas, designs, business models, databases, drawings, documents, diagrams, formulas, test data, marketing, financial or personnel data, technology, products, sales information, trade services, know-how CUSTOMER or supplier information, including information provided by such CUSTOMERS or suppliers, or any other information already furnished or to be furnished or made available by one Party to the other, whether in oral, written, graphic or electronic form including any such information exchanged during informational sessions designated as confidential, including, without limitation, information

concerning a Party's actual and potential CUSTOMERs and other Intellectual Property Rights of such Party, provided, however, that Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the receiving Party, whether through breach of this Agreement or otherwise; (ii) that, prior to disclosure by the disclosing Party, was already in the possession of the receiving Party, as evidenced by written records kept by the receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the receiving Party; (iii) independently, custom developed by the receiving Party, by Persons having no direct or indirect access to the disclosing Party's Confidential Information provided that the receiving Party provides clear and convincing evidence of such independent development; (iv) which, subsequent to disclosure, is obtained from a third Person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such information; and (C) on a non-confidential basis; or (v) is further disclosed with the prior written consent of the disclosing Party, but only to the extent of such consent.

- 1.3 "CUSTOMER Data" means collectively any data, files, documentation, or other information: (i) that CUSTOMER or any of its Authorized Users may upload to Versaterm Platform when using the Services; and (ii) processed through the use of the Services, excluding Third-Party Data and any Versaterm Data.
- 1.4 "Customizations" means all CUSTOMER-requested modifications made to the Software or User Documentation by or for Versaterm in accordance with the terms of a Service Schedule or Work Order, which shall be at CUSTOMER's expense.
- 1.5 "Enhancements" means any changes or additions to the Software, that improve functions, add new functions, improve performance, or corrects errors by changes in system design or coding, including but not limited to changes or additions that are made to the Software to provide substantial additional value or utility.
- 1.6 "Fees" means the Subscription Fees, the License Fees, the Maintenance and Support Fees, the Customization Fees and all other fees and charges charged by Versaterm under this MSA, any Service Schedule, any SOW, or any other attachment.
- 1.7 "Go-Live Date" means the date on which the Software is available for production use, as may be further defined in a Service Schedule or SOW.
- 1.8 "including" means "including without limitation" and is not to be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it.
- 1.9 "Intellectual Property" means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitation, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software (including its source code), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.

- 1.10 "Intellectual Property Rights" means: (a) any and all proprietary rights anywhere in the world provided under: (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) semiconductor chip or mask work law; (vi) trade secret law; (vii) privacy law; or (viii) any other statutory provision or common law principal applicable to this Agreement which may provide a right in either: (A) Intellectual Property; or (B) the expression or use of Intellectual Property; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.
- 1.11 "License Fees" means the fees charged by Versaterm in respect of the provision of Software to CUSTOMER on an on-premises basis, as further identified in a Service Schedule.
- 1.12 "Licensed Materials" means collectively the Versaterm Platform, Software, and the User Documentation.
- 1.13 "Maintenance and Support Fees" means the fees charged by Versaterm in respect of maintenance and support services as further identified in a Service Schedule.
- 1.14 "Network Aggregator Provider" means a third-party service provider that offers connectivity services to securely link separate networks.
- 1.15 "Open-Source Software Components" means software programs, libraries, or distributable (commonly known as "public", "open-source" or "free" software) made publicly available by the copyright holders.
- 1.16 "Party" means either CUSTOMER or Versaterm and "Parties" means both.
- 1.17 "Person" means any individual, company, corporation, partnership, government or government agency, authority or entity howsoever designated or constituted.
- 1.18 "Point of Access" means Versaterm's, or its subcontractor's, border router, which is used to establish connectivity from the Versaterm Platform to Versaterm's, or its subcontractor's, internet provider, or the public internet.
- 1.19 "Professional Services" all professional services purchased by CUSTOMER in respect of the Subscription Services or use of Software (if installed on CUSTOMER's premises), including implementation services, data migration, specialized support, training services and any other services as further described in a Service Schedule or Statement of Work.
- 1.20 "Service Schedule" means the applicable written document, signed by CUSTOMER and Versaterm, which incorporates by reference the terms and conditions of this MSA, the terms and conditions of Subscription Service or the terms and conditions regarding use of the Software, any attached SOW, and any other relevant terms and conditions with respect to Customizations, Professional Services, Implementation or the provision of other technical services.
- 1.21 "Software" means the computer programs owned by Versaterm and which are licensed to CUSTOMER under a Service Schedule, including: (a) all maintenance modifications (updates and upgrades); (b) Enhancements; (c) Customizations, now developed or to be developed by or for Versaterm during the Term; and (d) all formulas, routines, subroutines, algorithms, concepts, techniques, know-how and

ideas implemented or embodied in any of the foregoing, in any form. For the avoidance of doubt, Software excludes Third-Party Components.

- 1.22 "Statement of Work or SOW" means the applicable written document, signed by CUSTOMER and Versaterm or incorporated as part of Service Schedule, under which Versaterm may provide CUSTOMER additional Professional Services related to the Software, including training, specialized support and data migration, which shall be attached to the applicable Service Schedule.
- 1.23 "Subscription Fee" means the fees charged by Versaterm in respect of the Subscription Service as further identified in a Service Schedule.
- 1.24 "Subscription Service" means any combination of the following: (i) limited access and use rights to the Versaterm Platform on a hosted basis, (ii) hosting services, (iii) support services, and (iv) any other similar generally applicable services that Versaterm provides to its CUSTOMERs in accordance with the User Documentation. For the avoidance of doubt, Subscription Services do not include Professional Services.
- 1.25 "Subscription Term" means, with respect to any use of Software or access to Subscription Service, the subscription period specified on the applicable Service Schedule or, if no explicit period is indicated in the applicable Service Schedule, a period of one (1) year starting from the 1st of the month following the Effective Date; together with, all renewals thereof effected in accordance with the terms of this Agreement.
- 1.26 "Term" means the term set out in Section 3, paragraph (a).
- 1.27 "Third-Party Data" means any data owned by a third party that the CUSTOMER accesses via the Software.
- 1.28 "Third-Party Component" means any components of the Subscription Services provided by third parties, including Open-Source Software Components and third-party proprietary software or services (e.g. Amazon Web Services (AWS)).
- 1.29 "Third-Party Supplier" means any party who provides products and/or services, including Open-Source Software and Third-Party Components that contribute to the overall Software provided to the CUSTOMER by Versaterm. "User Documentation" means the user manuals, guides, and specifications with respect to the operation, use, functions, and performance of the Software, as revised from time to time, and any additional documentation for Customizations produced by Versaterm, in written or online electronic form.
- 1.30 "Versaterm Platform" means the Software, Versaterm Server and such devices and peripherals physically located with the Versaterm Server, including all computer hardware, software, network elements, and electrical and telecommunications infrastructure located behind the Point of Access.
- 1.31 "Versaterm Server" means that computer server located at Versaterm's premises, or a third-party provider of hosting and/or network services, that houses the Software.

2. Scope of Agreement

- (a) It is the intention of Versaterm and CUSTOMER that, where Software and services are to be provided by Versaterm under this MSA, particular details and terms will be specified in a Service Schedule. If there is a conflict between a Service Schedule and this MSA, the Service Schedule will prevail over the conflicting provisions of this MSA to the extent of the inconsistency but only for the purposes of that Service Schedule. Except for such conflicts, the provisions of this MSA will not be deemed to be amended, cancelled, waived, or released by the execution of a Service Schedule.
- (b) Each Service Schedule shall contain the following minimum information, to the extent the same is applicable:
 - i. the express incorporation of this MSA by reference;
 - ii. a list and description of the applicable Software;
 - iii. Subscription Term;
 - iv. Customizations and custom application programming interfaces ("APIs") if any, to the Software and the terms and conditions upon which same will be provided;
 - v. the Fees, including onboarding fees, escrow agreement fees and implementation fees, as applicable;
 - vi. the License Fee or Subscription Fee for the Software;
 - vii. the Maintenance and Support Fee;
 - viii. the site(s) at which the Software are permitted to be installed if Software is installed on CUSTOMER's premises;
 - ix. the project schedule (which may include project implementation dates, installation dates, training session dates) for the Software;
 - x. training, if applicable;
 - xi. any other terms relating to the maintenance, enhancement or support of the Software; and
 - xii. any special terms and conditions agreed upon by Versaterm and CUSTOMER.

3. Effective Dates.

- (a) This MSA shall have an initial term of one (1) year from the EffectiveDate (the "Initial Term"), unless earlier terminated in accordance with the provisions under Section 19, Customer shall have the option to renew for two (2) additional one-year periods (each

a "Renewal Term") upon providing written notification on or before sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. Each Renewal Term shall be authorized through the execution of a new Service Schedule. The Initial Term and Renewal Terms, if any, are collectively referred to herein as the "Term". Notwithstanding any termination or expiration of this MSA, the MSA shall continue to be in effect until the termination or expiration of the last effective Service Schedule.

- (b) Each Service Schedule will be effective from the date set out in such Service Schedule and for the term specified in that Service Schedule.
- (c) Upon expiration of each Subscription Term, unless otherwise specified in the applicable Service Schedule, all rights to access and use or the license to use Licensed Materials, as applicable, granted under such Service Schedule and this MSA shall automatically be renewed for additional one (1) year periods, and Versaterm will invoice CUSTOMER at the then-current subscription-based price for such additional Subscription Term year at Versaterm's then-current rates, subject to the cap set forth in Section 8(g) (or such other rates mutually agreed by the Parties), unless a Party provides written notice to the other Party to terminate at least sixty (60) days prior to the expiration of the Subscription Term or any renewal term.

4. License

- (a) CUSTOMER shall have the right to access and use or install and use the Licensed Materials solely as expressly granted or otherwise set forth in this MSA and the applicable Service Schedule.
- (b) CUSTOMER shall not:
 - (i) use, reproduce, display, perform or otherwise exploit the Software except as expressly authorized in this MSA or in a Service Schedule;
 - (ii) copy any of the Software or User Documentation except as reasonably necessary to use the Software for its internal use as authorized herein or in a Service Schedule, and in all cases subject to the confidentiality provisions hereof, and provided that all copyright notices and any other proprietary notices are included;
 - (iii) assign this MSA or transfer, lease, export or grant a sublicense of the Software or the license contained in this MSA to any Person except as expressly authorized herein or in a Service Schedule;
 - (iv) decompile, disassemble, reverse engineer, or otherwise access or attempt to gain access to the Software's source code;
 - (v) give any Person other than its employees, consultants, contractors and/or clients of CUSTOMER or other individuals listed pursuant to a Service Schedule access to the Software or;

- (vi) rent or lend, with or without charge, any system which includes the Software to any Person including clients and CUSTOMERS;
 - (vii) operate at any time on a regular or irregular basis an online or offline CUSTOMER service bureau involving the Software;
 - (viii) permit (and CUSTOMER shall take all necessary precautions to prevent) third parties (including, any parties affiliated or related to CUSTOMER) to use the Software in any way that would constitute a breach of this MSA or any Service Schedule;
 - (ix) use any APIs, other than the APIs expressly authorized for use by Versaterm, with the Software or use any authorized APIs in a manner that is not permitted or published by Versaterm;
 - (x) remove or modify any proprietary marking or restrictive legends placed on the Licensed Materials;
 - (xi) use any device, software, or routine to interfere with the proper working of the Software or to bypass any security features of the Software; or
 - (xii) introduce into the Versaterm Platform any viruses, worms, defects, trojan horses, malware, or any items of a destructive nature,
- (c) CUSTOMER shall be solely and exclusively responsible for the supervision, management, and control of CUSTOMER's and each of its Authorized User's use of the Licensed Materials and shall require each Authorized User to maintain all passwords and other access credentials with respect thereto.

5. Customer's Obligations

- (a) Where the Software will require access and use of the Versaterm Platform, Versaterm shall operate and maintain the Versaterm Platform in accordance with the applicable Service Schedule. Access to the Versaterm Platform may be through a secure connection with the public internet or using a Network Aggregator Provider. CUSTOMER acknowledges and agrees that Versaterm is not responsible or liable for any communication over the public internet, or for the Network Aggregator Provider's network or its operation or the Network Aggregator Provider's network's failure to deliver communication to and from the Versaterm Platform on a timely basis.
- (b) CSBP shall be fully responsible for the acts and omissions of all Persons that are authorized or otherwise allowed, by CUSTOMER, to use or have access to the Software and User Documentation.
- (c) CSBP agrees to co-operate with and advise Versaterm of all information which would be reasonably required to permit Versaterm to deliver and, if applicable, install the Software. CUSTOMER shall respond promptly to any Versaterm request to provide

information, approvals, authorizations or decisions that are reasonably necessary for Versaterm to provide the Software.

- (d) Subject to the terms and conditions of this MSA, each Service Schedule, and if applicable, each SOW, CUSTOMER shall provide Versaterm with all reasonable access, which may include remote access, to CUSTOMER's systems and premises for the purpose of Versaterm performing its obligations pursuant to this MSA, and the failure of CUSTOMER to provide such access shall relieve Versaterm of its obligation to perform such obligations.
- (e) CUSTOMER shall notify Versaterm immediately of any actual or suspected unauthorized use of its passwords or API keys for the Versaterm Platform.

6. Ownership

- (a) CUSTOMER acknowledges and agrees that all rights, title and interests in and to the Licensed Materials, including all Intellectual Property embodied therein, are and shall at all times remain the exclusive property of Versaterm and that, except as expressly set forth herein, no rights, title or interests, including any license, is granted to CUSTOMER hereunder by implication, estoppel, or otherwise of any kind whatsoever in or to the Licensed Materials or any portion thereof, except, in each case, for the rights and licenses expressly granted to CUSTOMER herein,. CUSTOMER further acknowledges and agrees that all Third-Party Components are and shall at all times remain the property of the applicable Third-Party Suppliers.
- (b) CUSTOMER shall not remove any Versaterm trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service.
- (c) If CUSTOMER provides any feedback, comments, suggestions, ideas, descriptions of processes, or other information to Versaterm about or in connection with any Licensed Materials, including any ideas, concepts, know-how or techniques contained therein (collectively, "Feedback"), then CUSTOMER hereby grants Versaterm and its affiliates a worldwide, fully paid-up, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to CUSTOMER or any restriction or obligation on account of Intellectual Property Rights or otherwise. Without limiting the generality of the foregoing, nothing in this MSA limits Versaterm's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

7. CUSTOMER Data and Hosting Provider

- (a) CUSTOMER hereby grants to Versaterm a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, display, transmit and distribute the CUSTOMER Data solely in connection with providing the Licensed Materials to CUSTOMER, and improving and developing the Licensed Materials. In addition, Versaterm may analyze CUSTOMER Data, and data of other CUSTOMERS, to create

aggregated or anonymized statistics or data that do not identify CUSTOMER or any individual, and Versaterm may during and after the Term use and disclose such statistics or data in its discretion. Except as specified otherwise in the Agreement, CUSTOMER shall be solely responsible for providing, updating, uploading and maintaining all CUSTOMER Data.

- (b) CUSTOMER acknowledges and agrees that Versaterm: (i) will not be responsible for the accuracy, completeness or adequacy of any CUSTOMER Data or the results generated from any CUSTOMER Data uploaded to the Versaterm Platform and processed by the Software; (ii) has no control over any CUSTOMER Data or the results therefrom; (iii) does not purport to monitor CUSTOMER Data; and (iv) if Software is installed on CUSTOMER premises, shall not be responsible to back up or maintain any back up of the CUSTOMER Data or any portion thereof.
- (c) Versaterm may change its third-party hosting provider ("Hosting Provider") at any time. CUSTOMER's use of the Licensed Materials is subject to any applicable restrictions imposed by the Hosting Provider. Notwithstanding any other provision of this MSA, Versaterm shall not be liable for any problems, failures, defects or errors with the Licensed Materials to the extent caused by the Hosting Provider. CUSTOMER acknowledges that the Fees payable for the Licensed Materials reflect the fact that Versaterm is not responsible for the acts and omissions of the Hosting Provider.

8. Fees and Payment Terms

- (a) All Fees applicable to a Service Schedule will be specified therein. All amounts invoiced and due in accordance with the payment terms of the applicable Service Schedule shall be paid by CUSTOMER within thirty (30) days of the date of an invoice for such amounts.
- (b) Any additional services, such as Professional Services or Customizations, requested by CUSTOMER shall be subject to additional Fees, unless otherwise agreed to in writing by the Parties.
- (c) All invoices under a Service Schedule will be in writing, reasonably substantiate the charges set out therein and will be emailed by Versaterm to CUSTOMER at email address specified in the applicable Service Schedule or may be submitted through an alternative electronic platform as agreed to between the Parties (i.e.: CUSTOMER's portal) as identified in the applicable Service Schedule.
- (d) Where CUSTOMER fails to pay any amount in accordance with paragraph (a) above, Versaterm shall have the right, in addition to any other remedies, to charge, and CUSTOMER shall pay, interest on such overdue amounts at the rate of one and a half per cent (1.5%) per month (18% per annum), or, if less, the maximum rate of interest allowed by law.
- (e) In all cases, all undisputed amounts due under this Agreement will be paid by CUSTOMER in full without any withholding, set-off, counterclaim or deduction.

- (f) If, acting in good faith, CUSTOMER disputes any item within an invoice, it shall raise such dispute by written notice to Versaterm prior to the date that payment on such invoice is due, and the Parties shall negotiate in good faith to attempt to resolve the dispute promptly. If the dispute is not resolved within thirty (30) days of the said notice being given, the dispute shall be resolved in accordance with Section 33. Any amounts not disputed in accordance with this section shall be deemed accepted and must be paid by CUSTOMER in accordance with paragraph (a).
- (g) Versaterm reserves the right to increase the fees on an annual basis, as identified in a Service Schedule, by no more than seven percent (7%). Notwithstanding the foregoing, Versaterm may increase fees beyond the cap of 7% for Third Party Components.

9. Taxes.

In addition to all charges under a Service Schedule, CUSTOMER shall pay to Versaterm all taxes, duties, and other such assessments or charges which may be assessed, levied, or imposed with respect to any Software, services or products provided under a Service Schedule, except taxes based on Versaterm's income and capital. The foregoing provision includes sales, use, service, excise and personal property taxes, whether collected or withheld by Versaterm or otherwise assessed, and any penalty and interest payments related to the foregoing (which penalty and interest payments are not due to any fault on the part of Versaterm) but does not include taxes for which CUSTOMER is exempt by law and for which CUSTOMER has provided to Versaterm a bona fide tax exemption certificate prior to such tax becoming due.

10. Confidentiality

- (a) Each Party acknowledges that all Confidential Information consists of confidential and proprietary information. Except as required by law, each Party shall hold Confidential Information of the other Party in trust and confidence for and on behalf of such other Party and shall take commercially reasonable measures to maintain the confidentiality of the Confidential Information, which measures shall in any event be no less than what such Party would implement to protect its own Confidential Information of a similar nature or value. Each Party agrees not to make use of Confidential Information other than to the extent necessary for the exercise of rights or the performance of obligations under this MSA or any Service Schedule, and not to release, disclose, communicate or otherwise make it available to any third-party other than officers, directors, employees, consultants and contractors of Versaterm or CUSTOMER, as applicable, who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this MSA or any Service Schedule.
- (b) Each Party agrees that any breach of this Section 10 ("Confidentiality") may give rise to irreparable damage to the other Party, the injury to the other Party from any such breach would be difficult to calculate, and that money damages would therefore be an inadequate remedy for such breach. Each Party agrees that the other Party will be entitled, in addition to all other remedies that the other Party may have under this MSA, at law or in equity, and without showing or proving any actual damage sustained by it,

to a permanent or temporary injunction or other order to restrain any breach, threatened breach or the continuation of any breach of this Section 10.

- (c) Upon the termination or expiration of each Service Schedule, each Party will return to the other Party all Confidential Information with respect to such Service Schedule which is then in its possession or control. Upon the termination of this MSA, each Party will return to the other Party all Confidential Information of such other Party which is then in its possession or control.
- (d) Notwithstanding the above, Versaterm reserves the right to retain CUSTOMER Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm, saved as part of routine back-ups or as otherwise may be required by law.

11. Representations and Warranties of Versaterm.

Versaterm represents and warrants as follows:

- (a) Versaterm has the power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Versaterm have been duly authorized by Versaterm. This MSA has been duly executed and delivered by Versaterm and is a valid and binding obligation of Versaterm, enforceable in accordance with its terms;
- (b) neither the entering into of this MSA, nor the performance by Versaterm of any of its obligations under this MSA will contravene, breach, or result in any default under any organizational documents of Versaterm or under any agreement to which Versaterm is a party or by which Versaterm is otherwise bound; and
- (c) Versaterm will use commercially reasonable efforts to ensure that all Software delivered to CUSTOMER is, at the time of shipment, free of any known computer software viruses.

12. Representations and Warranties of CUSTOMER. CUSTOMER represents, warrants, and covenants, as follows:

- (a) CUSTOMER has the corporate power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by CUSTOMER have been duly authorized by CUSTOMER. This MSA has been duly executed and delivered by the CUSTOMER and is a valid and binding obligation of the CUSTOMER, enforceable in accordance with its terms; and
- (b) neither the entering into of this MSA, nor the performance by CUSTOMER of any of its obligations under this MSA will contravene, breach, or result in a default under the articles, by-laws, constating documents or other organizational documents of

CUSTOMER or under an agreement to which the CUSTOMER is a party or by which CUSTOMER is otherwise bound.

13. Versaterm's Indemnity

- (a) Versaterm will defend at its own expense any claim, proceeding or suit (for purposes of this Section 13, a "Claim") brought against CUSTOMER to the extent such Claim alleges that any Licensed Materials provided under a Service Schedule infringes a proprietary right of a third-party which is enforceable within Canada or the United States, and will indemnify and pay all damages finally awarded against CUSTOMER by courts of competent jurisdiction on account of such infringement together with all reasonable costs and expenses (including reasonable legal fees as determined by courts of competent jurisdiction) incurred by CUSTOMER as a direct result of such Claim, provided Versaterm is given: (i) prompt written notice, however, no later than ten (10) days, of the Claim; (ii) all reasonable information and assistance which it may require to defend the Claim; (iii) sole control of the defense of the Claim, and all negotiations for its settlement or compromise; and provided further: (iv) that the alleged infringement does not result from any alterations, modifications or enhancements to the Software or Documentation made by CUSTOMER or on its behalf by a third-party, or the use or operation of the Licensed Materials in combination with other software, products, data, apparatus or equipment not provided by Versaterm.
- (b) Notwithstanding anything to the contrary in this MSA or any Service Schedule, Versaterm shall not be responsible for any cost, expense or compromise incurred or made by CUSTOMER in respect of a Claim without Versaterm's express prior written consent.
- (c) If any Claim has occurred, or in Versaterm's opinion is likely to occur, Versaterm may, at its option and expense:
 - (i) procure for CUSTOMER the right to continue using the applicable Licensed Materials;
 - (ii) replace or modify the same so that it becomes non-infringing without loss of material functionality; or
 - (iii) if none of the foregoing alternatives is reasonably available, or available on commercially reasonable terms, at Versaterm's discretion, discontinue the Service and use of the Software and refund to CUSTOMER any pre-paid and unused portion of the Fees paid by CUSTOMER in respect of use of the Software for the remainder of the then-current portion of the Term.
- (d) Notwithstanding the above Versaterm shall have no obligation for any Claim based upon Third-Party Components, which are warranted solely by the individual Third-Party Supplier.

- (e) This Section 13 states the entire obligations of Versaterm with respect to any infringement of any Intellectual Property Rights of any third party.

14. CUSTOMER's Indemnity

CUSTOMER shall defend at its own expense any Claim brought against Versaterm, its affiliates or any of their respective directors, officers, employees, consultants, contractors or agents (each, a "Versaterm Indemnitee"), to the extent such Claim: (i) alleges, directly or indirectly, that any CUSTOMER Data infringes any Canadian or U.S. Intellectual Property Right of a third person; or (ii) is in relation to CUSTOMER's use of the Software, including contrary to applicable law, except however to the extent Versaterm is obligated to indemnify CUSTOMER pursuant to Section 13; provided that CUSTOMER is given:

- i. prompt written notice of the Claim or of any allegations or circumstances known to Versaterm which could result in a Claim;
- ii. all reasonable information and assistance from Versaterm, at CUSTOMER's expense, which CUSTOMER may require to defend the Claim; and
- iii. sole control of the defense of the Claim, and all negotiations for its settlement or compromise thereof; provided that Versaterm's express prior written consent shall be required for any such settlement or compromise that (A) does not fully and irrevocably release all Versaterm Indemnitees from any liability of any kind a full release with respect thereto, (B) limits in any manner Versaterm's right to use, distribute or commercialize any Licensed Materials, or (C) that includes any admission of wrongdoing by or creates or is reasonably likely to create any reputational harm to any Versaterm Indemnitee.

15. Exclusion of Other Warranties and Conditions

- (a) EXCEPT AS EXPRESSLY STATED IN THIS MSA, ANY SERVICE SCHEDULE, OR ANY SOW, THE LICENSED MATERIALS, THIRD-PARTY COMPONENTS OR ANY SERVICES PROVIDED HEREUNDER, ANY SERVICE SCHEDULE OR ANY SOW ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. THE REPRESENTATIONS AND WARRANTIES GIVEN BY VERSATERM IN SECTION 11 ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO ANY LICENSED MATERIALS, THIRD-PARTY COMPONENTS OR SERVICES PROVIDED UNDER THIS MSA, ANY SERVICE SCHEDULE OR ANY SOW, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. VERSATERM HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD-PARTY COMPONENTS OR THE ACTS OR OMISSIONS (INCLUDING WITH RESPECT TO THE PROVISION OF ANY SERVICES) OF ANY THIRD-PARTY SUPPLIER.

- (b) CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF ANY SOFTWARE OR THIRD-PARTY COMPONENTS, AND THE RESULTS OBTAINED FROM SUCH USE AND OPERATION, ARE AT THE SOLE AND EXCLUSIVE RISK OF CUSTOMER AND THAT VERSATERM ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY RELIANCE UPON THE RESULTS OBTAINED BY CUSTOMER OR ANY THIRD-PARTY.

16. Exclusion of Indirect Damages.

UNDER NO CIRCUMSTANCES WILL VERSATERM BE LIABLE FOR ANY OF THE FOLLOWING UNDER THIS AGREEMENT FOR ANY REASON: (A) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITH RESPECT TO LOSS OF PROFITS, REVENUES, CUSTOMERS OR CONTRACTS, LOSS OF USE OF EQUIPMENT, LOSS OF OR DAMAGE TO DATA OR CUSTOMER RECORDS, REPUTATIONAL HARM, OPERATIONAL OR SERVICE INTERRUPTIONS, BUSINESS INTERRUPTION, OR LACK OF AVAILABILITY OF CUSTOMER MATERIALS OR FACILITIES, INCLUDING CUSTOMER'S COMPUTER RESOURCES, SOFTWARE AND ANY STORED DATA (INCLUDING CUSTOMER DATA) OR RECORDS; OR (B) ANY THIRD-PARTY CLAIMS AGAINST CUSTOMER FOR LOSSES OR DAMAGES (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13), IN EACH CASE, EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR EVEN IF SAME WERE REASONABLY FORESEEABLE.

17. Limitation of Direct Damages.

THE TOTAL AGGREGATE LIABILITY OF VERSATERM UNDER THIS AGREEMENT IN ANY CIRCUMSTANCES IS LIMITED TO THE AMOUNT CUSTOMER PAID VERSATERM UNDER THE SERVICE SCHEDULE PURSUANT TO WHICH SUCH LIABILITY AROSE OR IS ASSOCIATED DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM GIVING RISE TO THE LIABILITY AROSE. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES ARISING FROM VERSATERM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

18. Insurance.

Versaterm shall secure and maintain insurance coverage throughout the MSA and any Service Schedule in amounts as provided in attached and incorporated **Exhibit 1** City of Tampa's Insurance Requirements.

19. Termination.

In addition to any other rights or remedies hereunder:

- (a) Versaterm reserves the right to terminate this MSA or any Service Schedule for convenience by providing thirty (30) days written notice to the CUSTOMER;

- (b) Versaterm may terminate this MSA and/or any Service Schedule at any time on giving CUSTOMER notice in writing if: (i) CUSTOMER infringes any copyright or other Intellectual Property Right or other industrial or proprietary right of Versaterm; (ii) in Versaterm's reasonable judgment, CUSTOMER's use of the Software poses a security risk to the Software or any third party; (iii) CUSTOMER fails to pay in full any sum owed by it under this MSA or Service Schedule within thirty (30) days of the due date therefor; or (iv) CUSTOMER fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (iv) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to CUSTOMER requiring CUSTOMER to cure such failure.
- (c) In the event CUSTOMER becomes unable to pay future amounts due under any Service Schedule or SOW due to a material reduction in or cancellation of public funding, CUSTOMER may terminate the applicable Service Schedule or SOW upon thirty (30) days' written notice to Versaterm, and Versaterm shall be entitled to retain any advance payments made by CUSTOMER to Versaterm.
- (d) Subject to applicable law, CUSTOMER may terminate this MSA immediately upon giving written notice to Versaterm if Versaterm: (i) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (ii) is unable to pay its debts as they mature; (iii) has a receiver and/or manager appointed over its assets or an application is made to do so; (iv) becomes bankrupt or insolvent or commits an act of bankruptcy or (v) Versaterm fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (v) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to CUSTOMER requiring CUSTOMER to cure such failure.

20. Orderly Termination

- (a) Upon any termination or other expiration of a Service Schedule or SOW or this MSA, each Party shall forthwith return to the other Party all Confidential Information, documentation, papers, material, and other property of the other Party in its possession or control.
- (b) In addition to the obligations in Section 20(a) above, upon termination of a Service Schedule or upon expiration of the License Term for Software which is not renewed in accordance with the Service Schedule, CUSTOMER shall:
 - (i) immediately discontinue use of the Licensed Materials;
 - (ii) ensure that all Persons using the Licensed Materials pursuant to this MSA cease all use thereof;

- (iii) promptly (and in any event within five (5) days) return to Versaterm all copies of the Licensed Materials in its (or any Authorized Users' or other Persons' to whom it provided access to any Licensed Materials) possession or control;
- (iv) permanently erase all Licensed Materials, in whole or in part, from all computer systems, storage devices and other electronic recording systems in CUSTOMER's possession or control and cause each Authorized User and each other Person to whom it provided access to any Licensed Materials to do the same;
- (v) deliver within thirty (30) calendar days of such termination or expiration a certificate certifying that CUSTOMER and all such Persons to whom CUSTOMER has provided access to any Licensed Materials have complied with the terms of this Section 20(b), as applicable; and
- (vi) pay Versaterm the full amount of any charges outstanding, including for any Professional Services performed, as of the date of termination, if any, whether invoiced or not (including any amounts due as late payment charges), and all other monies owing to Versaterm.

21. Suspension

If CUSTOMER has materially violated the MSA or any Service Schedule, including failure to pay any Fees or any portion thereof when due (other than invoiced amounts disputed in good faith pursuant to Section 8(f)), Versaterm may immediately suspend CUSTOMER's and each of its Authorized Users' right to access or use any Licensed Materials (including access to the Versaterm Platform) or receive any Services.

22. Relationship

This MSA and each Service Schedule and SOW are agreements between separate legal entities and neither Party is the agent, employee, or partner of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves. Neither Party shall have the right to bind the other to any Service Schedule with a third-party or to incur any obligation or liability on behalf of the other Party.

23. Notices.

Unless specified otherwise in a Service Schedule, all notices, requests, demands and other communications under this MSA and each Service Schedule shall be in writing and shall only be duly given:

- (a) on the date of sending if sent by email to the email address indicated in Section 23(b);
or

- (b) on the three business day after posting if sent, during normal postal conditions, by registered or certified mail to the Party for which it is intended and addressed as follows:

To Versaterm at:

Versaterm Public Safety U.S. Inc.
1 North MacDonald, Suite 500
Mesa, Arizona, USA 85201

Attention: Legal Department
E-mail: legal@versaterm.com

With copy to:
Versaterm Public Safety Inc.
1331 Clyde Avenue, Suite 400
Ottawa, Ontario, Canada
K2C 3G4

To Customer at:

City of Tampa
c/o Tampa Police Department
411 North Franklin Street
Tampa, FL 33602

Attention: TPD Legal Unit
E-mail: TPD-Service@tampagov.net

With copy to:
Tampa Police Department
Attn: UASI Coordinator Deirdre Joseph
411 N. Franklin Street
Tampa, FL 33602
E-mail: deirdre.joseph@tampagov.net

24. Waiver.

Any waiver of, or consent to depart from, the requirements of any provision of this MSA or a Service Schedule or SOW shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this MSA shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right. No amendment or variation to this MSA shall be effective unless signed in writing by both Parties.

25. Assignment.

The Parties may not assign any rights or benefits under this MSA (including any Service Schedules or SOWs), in whole or in part, to any Person without the express prior written consent of the other Party. Notwithstanding the foregoing, Versaterm may assign its rights and benefits under this MSA (including any Service Schedules or SOWs) to any Person without providing written notice to the CUSTOMER if such assignment is due to a corporate restructure, merger, or acquisition.

26. Force Majeure.

Except as expressly provided otherwise in a Service Schedule, dates and times by

which Versaterm or CUSTOMER is required to render performance (other than dates and times for payment of money) under a Service Schedule or SOW shall be postponed automatically to the extent and for the period of time that Versaterm or CUSTOMER, as the case may be, is prevented from meeting them by reason of any causes beyond its reasonable control, provided the Party prevented from rendering performance notifies the other Party promptly and in detail of the commencement and nature of such a cause, and provided further that such Party uses its commercially reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available. CUSTOMER shall not be liable or responsible, nor be considered to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any provision of this Agreement to the extent such failure or delay is caused by or results from any act, circumstance or other cause beyond the reasonable control of CUSTOMER, including acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable technology or components, telecommunication breakdown, or power outage. Parties understand this Agreement is subject to federal funding and failure of the CUSTOMER to receive federal funding or non-approval of use of the federal funding for this Agreement shall be considered beyond the CUSTOMER'S reasonable control.

27. Severability.

If any provision of this MSA or any Service Schedule or SOW is determined to be invalid or unenforceable by a court of competent jurisdiction from which no further appeal lies or is taken, that provision shall be deemed to be severed herefrom, and the remaining provisions of this MSA, Service Schedule or SOW shall not be affected thereby and shall remain valid and enforceable.

28. Survival.

All obligations accrued to the date of termination as well as the Sections of this MSA listed below shall survive the termination of this MSA and any Service Schedule or SOW made pursuant to this MSA for as long as necessary to permit their full discharge: 1, 4(b), 6, 8, 9, 10, 13, 14, 15, 16, 17, 20, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41 and 42.

29. Headings

Section headings used in this MSA or any Service Schedules or SOWs are for convenience of reference only and shall not be construed as defining, limiting, or describing the scope or intent of this MSA or of the Service Schedule or SOW, as applicable.

30. Currency

Unless otherwise specified, all references to monetary amounts, including the symbol "\$", are in respect of United States Dollars.

31. Benefits

This MSA and any Service Schedule or SOW made pursuant to this MSA shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

32. Interpretation

In this MSA and each Service Schedule, words in the singular number include the plural and vice versa; words in the masculine gender include the feminine and neutral genders.

33. Good Faith Discussions

Prior to the commencement of any legal proceeding under this MSA or any Service Schedule or SOW, all claims must be raised for good faith discussion between authorized representatives of both Parties with authority to resolve the dispute. Should the claims not be resolved within thirty (30) days of the date of the first request such discussion, each Party shall be free to pursue its legal remedies pursuant to the terms of this MSA.

34. Amendments.

None of this MSA, and Service Schedule or any SOW shall be changed or amended except in writing by an amendment executed by authorized representatives of each Party.

35. Governing Law.

This MSA, each Service Schedule and each SOW as well as any matters relating to this MSA, any Service Schedule or any SOW, shall be construed and governed by and in accordance with the laws of the State of Florida and the applicable federal laws of the United States (excluding any conflict of laws rule or principals that might refer such construction to the laws of another jurisdiction).

36. Miscellaneous Terms.

Versaterm agrees it will comply with the Miscellaneous Terms attached and incorporated as **Exhibit 2**.

37. Additional Federal Provisions.

Versaterm understands that as a contractor to a subrecipient under a federal grant award, it is required to comply with federal provisions concerning contractors as may be

Versaterm may reference the existence of this MSA and the business relationship between the Parties for the purposes of: (a) issuing press releases to announce the beginning or continuation, as applicable, of the business relationship between the Parties; or (b) referencing CUSTOMER as a CUSTOMER of Versaterm including in Versaterm's CUSTOMER list and other marketing materials, provided that Versaterm obtains CUSTOMER'S prior approval of the wording of any release (not to be unreasonably withheld).

43. Counterparts.

This MSA, any Service Schedule and any SOW or part thereof or attachment thereto may be executed in any number of counterparts and by exchange of signature pages by electronic mail or by any other electronic means. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement. The execution of this MSA, any Service Schedule or SOW by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the parties hereto. Such electronic signatures may be used by the parties in lieu of the original signature page[s] of this MSA, any Service Schedule or SOW for any and all purposes.

44. United Nations.

Pursuant to Article 6 of the United Nations convention on contracts for the International Sale of Goods ("UN Convention"), the Parties agree that the UN Convention shall not apply to this MSA.

45. Extending pricing

Subject to Versaterm's discretion, CUSTOMER may extend pricing, terms and conditions of this Agreement to other governmental entities that have signed an intergovernmental agreement with the CUSTOMER to be system users.

[remainder of page left intentionally blank]

The Parties, through their duly authorized representatives, hereby agree to this Agreement as of the Effective Date set forth on the first page.

City of Tampa, FL

Versaterm Public Safety US, Inc.

By (Signature): Jane Castor
Printed Name: Jane Castor
Title: Mayor
Date: 11/23/24

By (signature): Adam Schwartz
Printed Name: Adam Schwartz
Title: CRO
Date: 10/29/2024

Attest:
Shirley Jay-Krawles
City Clerk/Deputy City Clerk

Approved as to form:
/s/ Mike Schmid
Sr. Asst. City Attorney

SERVICE SCHEDULE

(Attached under separate cover)

Service Schedule

This Service Schedule No. 1 is entered into as of the date of the last signature set forth on the signature page by and between Versaterm Public Safety US, Inc. ("Versaterm") and the City of Tampa, FL ("Customer"), and is deemed to be incorporated into that certain Master Software and Services Agreement dated 10/29/2024, between Customer and Versaterm ("Agreement"). The terms and conditions that are specific to this Service Schedule are set forth herein. In the event of a conflict between the provisions of this Service Schedule and the Master Agreement, the provisions of Section 2 a) of the Agreement shall control such conflict. Capitalized terms herein will have the meanings set forth in the Agreement or the "Definitions" as further defined below.

1. Service Schedule Information

Licensed Software/Subscription Service : Street Smart SaaS Base Solution.

The Subscription Fee shown below are the current software and quantities contracted by the Customer. Unless otherwise agreed in writing, the Subscription Fee shall be due on or before the beginning of the yearly anniversary of the Subscription Term. Additional software subscriptions or licenses purchased by Customer during the Subscription Term will result in additional fees, which shall be prorated to be coterminous with Customer's upon the yearly anniversary of the Subscription Term. .

The Subscription Term begins on July 1, 2024 and ends on June 30, 2025.

Product	Quantity	Sales Price	Total Price	Line Item Description
Street Smart SaaS Base Solution - Tier 4 Subscription	1,150	\$189.37	\$217,775.50	Renewal Period 07/01/2024 to 06/30/2025
Customer Discount	1	-\$69,814.79	-\$69,814.79	Existing customer discount
Total Subscription Fees			\$147,960.71	

This quote represents year 2 of 2 of the optional 1-year renewal periods, and includes an existing customer discount of \$69,813.64, per the original contract.

2. Definitions

Any capitalized word or term used in this Service Schedule but not otherwise defined herein shall have the meaning given to it in the Master Software and Services Agreement.

2.1. [placeholder]

3. License

3.1. Grant of Access to Software

Access Grant. During the Subscription Term and subject to the terms and conditions of this Agreement Versaterm hereby grants to Customer (and for use for the permitted Authorized Users) a limited, non-exclusive, non-transferable, non-assignable, right, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via Versaterm's Platform, solely to support Customer's normal course of business, as configured by Versaterm in accordance the Agreement ("Licensed Materials"). Customer's access to the Licensed Materials is limited for use by the number of staff members as set forth in Section 1. Additional fees will apply if Customer desires to add more agencies or other staff members. Civilian workers that are directly employed by Customer may also use the Licensed Materials in accordance with State and Federal CJIS regulations. However, Customer shall not provide any third-party access to the Software or Licensed Materials without Versaterm's prior written consent.

3.2. Ownership

3.2.1. Customer Data.

- i. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data.

4. **Services.** If Customer desires additional interfaces, configuration or customization an additional Statements of Work to this Agreement will be entered into and additional fees will apply. The Parties will execute a Statement of Work ("SOW") for the initial configuration of the Software and for the integration and connection of the Software to agreed upon data interfaces as set forth in the mutually approved Statement of Work to support the Licensed Materials(s) as delineated in the Attachment(s).

5. Security.

- i. Versaterm will operate the Services in alignment with NIST and CJIS controls.
- ii. Versaterm will permanently delete all data and copies of data from its systems when deleted by the Customer, any authorized End User, or as designated in customer-defined retention schedules.

6. Customer Responsibilities.

Customer acknowledges that delays not caused by Versaterm may result in additional fees charged on a time and materials basis at the rate of \$225.00 per person-hour if such delays require extending or rescheduling Versaterm's personnel allocated to the corresponding project.

7. Limited Warranty

- 7.1. **Services Warranties.** The following service warranty applies to professional services performed for Customer under a SOW attached to this Service Schedule:

- (a) Versaterm warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the professional services to Versaterm in writing within thirty (30) days of completion of the professional services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 7.1.
- (b) If the professional services are not performed in a manner consistent with generally accepted industry practices, then Versaterm's obligation under this service warranty shall be to re-perform the defective professional services at no cost to Customer. For any breach of the services warranty set forth in this Section 7.1, Customer's exclusive remedy, and Versaterm's sole liability, shall be the re-performance of the professional services at no cost to Customer, and if Versaterm fails to re-perform the professional services as warranted within the Licensed Materials time mutually agreed upon by Versaterm and Customer, Customer shall be entitled to a refund within thirty (30) days of notice by Customer of the fees paid by Customer to Versaterm for the deficient services and to immediately terminate the particular statement of work without liability.
- (c) EXCEPT AS SET FORTH IN SECTION 15 OF THE AGREEMENT AND THIS SECTION 7.1, VERSATERM AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO PROFESSIONAL SERVICES PERFORMED HEREUNDER, AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. Service Level Agreement

- 8.1. Customer Support.** During the Subscription Term, Versaterm product group will provide Customer with the ability to report technical issues 24x7 for the Software/Licensed Materials. Customer may contact at **866-924-4644** or at support@streetsmart247.com. For avoidance of doubt, Authorized Users are to contact the Customer for customer support matters.
- 8.2.** Telephone support shall be available to not more than three (3) named callers. Versaterm product support includes troubleshooting, basic usability, and navigation assistance. If applicable, Customer agrees to provide Versaterm access to production systems for purposes of customer support.
- 8.3. Uptime Availability.** Versaterm will maintain 98% total availability of the OnPoint Licensed Materials, including Software, Service, and SaaS to Customer measured on a monthly basis, excluding scheduled maintenance of 4 hours per month or less ("Scheduled Maintenance"). Versaterm will provide Customer with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Customer in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM ET to 5PM EST ("Normal Business Hours".) Emergency repairs will be performed as required and Versaterm will promptly notify Customer of such action.

8.4. Service Level Definitions

Level 1 Support provides the following services:

- Forgotten ID's and passwords
- Account expiry issues (ID and password changes)
- Day-to-day use of the OnPoint Solution
- Connectivity issues including LAN, wireless access from Customer vehicles and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

Level 2 Support provides the following services which includes a more detailed understanding of the inner workings of the application:

Additional contact with the customer to continue to triage the support request and resolve items such as:

- Data issues including integrity and accuracy
- Problem with data interfaces
- Problems with included third-party components
- Server imbalance
- Performance issue
- Interface with Level 3 support team to help identify a resolution

Level 3 Support provides code-level changes to the application:

- Identification and resolution of a software failure which requires a patch or fixes
- Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes.

8.5. Severities

Severity 1 High Priority Critical	Definition: Versaterm Platform down or data unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7. Versaterm will provide the status of the work request every hour on the hour via telephone to the customer via the contact points mentioned above.

Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Versaterm support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Versaterm will provide Licensee with a resolution time ("Resolution Commitment Date").
-----------------	--

Severity 2 Medium Priority	Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST to 5PM EST. Requests will be responded to within 4 hrs during these business hours. Versaterm will provide the status of the work request on a daily basis at the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Versaterm support team will work on the problem/request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, 5 will provide Customer with a resolution time ("Resolution Commitment Date").

Severity 3 Low Priority	Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Priority Three Defects do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 5PM EST. During these business hours, requests will be responded to within 24 hrs. Versaterm will provide the status of the work request every three days the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Versaterm support team will work on the problem/request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs.
Resolution Time	Versaterm support team will work on the problem / request during normal office hours until the problem is resolved with the assistance of the customer.

9. Other Terms

9.1. Transition Period before Final Termination. If this Agreement is terminated and Customer submits a written request to Versaterm for a one-time transition period within thirty (30) days of such termination, Versaterm will continue to provide the Service for up to six (6) months (the "Transition Period"), subject to the terms and conditions of this Agreement. Monthly fees for the Transition Period will be 1/12 of the immediately preceding twelve-month period plus, only if this Agreement was not terminated by Customer for cause, an additional five percent (5%). If Customer requests transition assistance during the Transition

Period, Versaterm will provide consulting cooperation and assistance regarding the Service as set forth in a Statement of Work, governed by a professional services agreement, at Versaterm's then-current rates for professional services unless a different rate is mutually agreed upon by the Parties. Notwithstanding the foregoing, if Versaterm is enjoined from performing, or termination of this Agreement was due to Customer's breach, Versaterm has no obligation to perform under this section unless it receives (i) payment of all fees not subject to reasonable and good faith dispute, (ii) prepayment of fees for further services, and (iii) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

- 9.2. **Transition Consulting Services.** During a Retrieval Period or Transition Period, Versaterm will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Versaterm Service and will be subject to a fee based on Versaterm's then-current rates for consulting services and such services will be set out in a statement of work to a professional services agreement between the parties. Notwithstanding the foregoing, in the event of termination of this Agreement by Versaterm for Customer's breach, Versaterm may withhold the provision of transition consulting services and condition further performance upon (i) payment of undisputed fees then owed and (ii) prepayment of fees for further services.
- 9.3. **Retrieval of Customer Data.** Upon written request by Customer made prior to or upon any expiration or termination of this Agreement, Versaterm will make Customer Data available to Customer through the Service solely to allow Customer to retrieve Customer Data for a period of up to a total of sixty (60) days after such expiration or termination (the "Retrieval Period"). If Customer utilizes the Transition Period described above, it will still receive a total of no more than sixty (60) days of non-cost Retrieval Period. After such Retrieval Period, Versaterm will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data by deleting Customer's Tenant; provided, however, that Versaterm will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Versaterm will continue to protect the Customer Data in accordance with this Agreement. Customer Data will be made available in an industry-standard and Versaterm-supported format mutually agreed upon between the parties (for example, CSV, delimited text or Microsoft Excel). The foregoing deletion obligation will be subject to any retention obligations imposed on Versaterm by Law. Additionally, during the Term of the Agreement, Customer may extract Customer Data using Versaterm's standard web services.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Service Schedule as of the day and year indicated below.

Versaterm Public Safety US, Inc

DocuSigned by:
By: Adam Schwartz
DF5B7C5458664A8
Name: Adam Schwartz
Title: CRO
Date: 10/29/2024

City of Tampa, FL

By: Jane Casor
Name: Jane Casor
Title: Mayor
Date: 11/23/24

Attest:

Shirley Fox-Krawles
City Clerk/Deputy City Clerk

Approved as to form:

/s/ Mike Schmid

Asst. City Attorney

STATEMENT OF WORK (SOW)

(Attached under separate cover)

EXHIBIT 1
CITY OF TAMPA'S INSURANCE REQUIREMENTS

(Attached under separate cover)

CITY OF TAMPA INSURANCE REQUIREMENTS

Prior to commencing any work or services or taking occupancy under that certain written agreement or award (for purposes of this document, Agreement) between the City of Tampa, Florida (City) and Firm/Awardee/Successful Proposer/Contractor/Consultant/Lessee/non-City party, etc. (for purposes of this document, Firm) to which this document is attached and incorporated as an Exhibit or otherwise, and continuing during the term of said Agreement (or longer if the Agreement and/or this document so requires), Firm shall provide, pay for, and maintain insurance against claims which may arise from or in connection with the performance of the Agreement (including without limitation occupancy and/or use of certain property/premises) by Firm, its agents, representatives, employees, suppliers, subtenants, or subcontractors (which term includes sub-consultants, as applicable) of any tier subject to the terms and conditions of this document. Should at any time Firm not maintain the insurance coverages required, City at its sole option (but without any obligation or waiver of its rights) may terminate the Agreement. All provisions intended to survive or to be performed subsequent to the expiration or termination of the Agreement shall survive, including without limitation Firm's obligation to maintain or renew coverage, provide evidence of coverage and certified copies of policies, etc. upon City's request and/or in response to a potential claim, litigation, etc.

The following coverages are required: ("M" indicates million(s), for example \$1M is \$1,000,000)

- A. Commercial General Liability (CGL) Insurance** on the most current Insurance Services Office (ISO) Form CG 00 01 or its equivalent on an "occurrence" basis (Modified Occurrence or Claims Made forms are not acceptable without prior written consent of the City). Coverage must be provided to cover liability contemplated by the Agreement including without limitation premises and operations, independent contractors, contractual liability, products and completed operations, property damage, bodily injury, personal and advertising injury, contractual liability, explosion, collapse, underground coverages, personal injury liability, death, employees-as-insureds. Products and completed operations liability coverage maintained for at least 3 years after completion of work. **Limits shall not be less than \$1M per occurrence and \$2M general aggregate for Agreements valued at \$2M or less; if valued over \$2M, a general aggregate limit that equals or exceeds the Agreement's value.** If a general aggregate limit applies, it shall apply separately to the project/location (ISO CG 25 03 or 25 04 or equivalent).
- B. Automobile Liability (AL) Insurance** in accordance with Florida law, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. **AL insurance shall not be less than: (a) \$500,000 combined single limit each occurrence bodily injury and property damage for Agreements valued at \$100,000 or less or (b) \$1M combined single limit each occurrence bodily injury and property damage for Agreements valued over \$100,000.** If transportation of hazardous material involved, the MCS-90 endorsement (or equivalent).
- C. Excess (Umbrella) Liability Insurance** for Agreements valued at \$2M or more, at least \$4M per occurrence in excess of underlying limits and no more restrictive than underlying coverage for all work performed by Firm. May also compensate for a deficiency in CGL, AL, or WC.
- D. Cyber Liability Insurance** where Agreement involves portals allowing access to obtain, use, or store data; managed dedicated servers; cloud hosting services; software/hardware; programming; and/or other IT services and products are involved. Limits of not less than \$2M per occurrence and \$2M aggregate. Coverage sufficiently broad to respond to duties and obligations undertaken by Firm, and shall include, but not be limited to, claims involving infringement of intellectual property/copyright, trademark, trade dress, invasion of privacy violations, damage to or destruction of electronic information, information theft, release of confidential and/or private information, alteration of electronic information, extortion, virus transmission, and network security. Coverage, as applicable and with sufficient limits to respond, for breach response costs, regulatory fines and penalties, credit monitoring expenses.

Firm affirmatively states that the insurance requirements as set forth above are of adequate types and amounts of insurance coverage for any type of claim/loss for the proposed work or services.

ACCEPTABILITY OF INSURERS - Insurance is to be placed with insurers admitted in the State of Florida and who have a current A.M. Best rating of no less than **A-VII** or, if not rated by A.M. Best, as otherwise approved by the City in advance and in writing.

ADDITIONAL INSURED - City, its elected officials, departments, officers, officials, and employees shall be covered as additional insureds on all liability coverage (e.g. CGL, AL, and Excess (Umbrella) Liability) as to liability arising out of work or operations performed by or on behalf of Firm including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Firm. Coverage can be provided in the form of an endorsement to Firm's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 10 20, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 if later revisions used).

CANCELLATION/NON-RENEWAL – Each insurance policy shall provide that at least 30 days written notice must be given to City of any cancellation, intent to non-renew, or material reduction in coverage (except aggregate liability limits) and at least 10 days' notice for non-payment of premium. Firm shall also have an independent duty to notify City in like manner, within 5 business days of Firm's receipt from its insurer of any notices of same. If any policy's aggregate limit is reduced, Firm shall directly take steps to have it reinstated. Notice and proof of renewal/continued coverage/certifications, etc. shall be sent to the City's notice (or Award contact) address as stated in the Agreement with a copy to the following:

- Purchasing Department, 306 E Jackson Street, Tampa, FL 33602
- Other: City of Tampa Insurance Compliance c/o Ebix BPO, PO Box 100085- ZS, Duluth, GA 30096

CERTIFICATE OF INSURANCE (COI) AND ENDORSEMENTS – to be provided to City by insurance carrier prior to Firm beginning any work/services or taking occupancy and, if the insurance expires prior to completion of the work or services or Agreement term (as may be extended), a renewal COI at least 30 days before expiration to the above address(es). COIs shall specifically identify the Agreement and its subject (project, lease, etc.), shall be sufficiently comprehensive to insure City (named as additional insured) and Firm and to certify that coverage extends to subcontractors' acts or omissions, and as to permit the City to determine the required coverages are in place without the responsibility of examining individual policies. **Certificate Holder must be The City of Tampa, Florida.**

CLAIMS MADE – If any liability insurance is issued on a claims made form, Firm agrees to maintain such coverage uninterrupted for at least 3 years following completion and acceptance of the work either through purchase of an extended reporting provision or purchase of successive renewals. The Retroactive Date must be shown and be a date not later than the earlier of the Agreement date or the date performance/occupancy began thereunder.

DEDUCTIBLES/ SELF-INSURED RETENTIONS (SIR) – must be disclosed to City and, if over \$500,000, approved by the City in advance and in writing, including at City's option being guaranteed, reduced, or eliminated (additionally if a SIR provides a financial guarantee guaranteeing payment of losses and related investigations, claim administration, and defense expenses). Firm shall be fully responsible for any deductible or SIR (without limiting the foregoing a policy with a SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the City or named insured). In the event of loss which would have been covered but for a deductible or SIR, City may withhold from any payment due Firm, under any agreement with the City, an amount equal to same to cover such loss should full recovery not be obtained under the policy.

PERFORMANCE – All insurance policies shall be fully performable in Hillsborough County, Florida (the County), and construed in accordance with Florida law. Further, all insurance policies must expressly state that the insurance company will accept service of process in the County and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court of the County.

PRIMARY POLICIES - Firm's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as to the City, its elected officials, departments, officers, and employees. Any insurance or self-insurance maintained by the City, its elected officials, departments, officers, and employees shall be excess of the Firm's insurance and shall not contribute with it.

UNAVAILABILITY – To the fullest extent permitted by law, if Firm is out of business or otherwise unavailable at the time a claim is presented to City, Firm hereby assigns to the City all of its right, title and interest (but not any liabilities or obligations) under any applicable policies of insurance.

WAIVER OF SUBROGATION – With regard to any policy of insurance that would pay third party losses, Firm hereby grants City a waiver of any right to subrogation which any insurer of Firm may acquire against the City by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless.

REVISED 3/13/2020

EXHIBIT 2
CITY OF TAMPA'S STANDARD TERMS AND CONDITIONS

(Attached under separate cover)

EXHIBIT 2 MISCELLANEOUS TERMS

- 2.1 Non-Discrimination in Contracting and Employment. Versaterm shall comply with the following Statement of Assurance:
 During the performance of this Contract, Versaterm herein assures the Customer, that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, the Florida Civil Rights Act of 1992, and the City of Tampa Code of Ordinances, Chapter 12, in that it does not on the grounds of race, color, national origin, religion, sex, sexual orientation, gender identity or ex- pression, age, disability, familial status, or marital status, discriminate in any form or manner against Versaterm employees or applicants for employment. Versaterm understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance, and that violation of this condition shall be considered a material breach of this Contract. Further- more, Versaterm herein assures the Customer that it will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability. Versaterm further acknowledges and agrees to provide the Customer with all information and documentation that may be requested by the Customer from time to time regarding the solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract. Versaterm further acknowledges that it must com- ply with City of Tampa Code of Ordinances, Chapter 26.5.
- 2.2 Scrutinized Companies. Versaterm states it is not a scrutinized company. Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of any amount that are (1) on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or are engaged in a boycott of Israel, and (2) with companies for goods or services of \$1 million or more, that are on either 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 are engaged in business operations in Cuba or Syria. A company that is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel may not submit a proposal for or enter into a contract or renew a contract with an agency or local government entity for goods or services of \$1 million or more.
- 2.3 Employee Verification. Versaterm will conduct backchecks on its employees and third party subcontractors in accordance with applicable laws.
- 2.4 Insurance. Prior to commencing any work or services under the Agreement, Versaterm shall

provide, pay for, and maintain insurance as required by the Customer in Exhibit 1 during the term of the Agreement or for such longer period of time as required by the Customer in Exhibit 1.

2.5 Public Records Access. Versaterm has been advised and is aware that the Agreement and all reports, documents, information and data, including but not limited to electronic or digital files, furnished or prepared by or through Versaterm pursuant to the Agreement and provided to Customer are public records and Customer may authorize third parties to review and reproduce such documents pursuant to public records laws, including the provisions of Chapter 119, Florida Statutes, and other applicable federal laws. To the extent applicable, Versaterm agrees it together with those engaged by or through Versaterm in performance of the Agreement are required to comply with the provisions of said Chapter 119, Florida Statutes, commonly known as Florida's "Public Records Law" and hereinafter as ("Chapter 119"), including without limitation compliance with FLA. STAT. 119.0701, and specifically to:

- i. Keep and maintain public records required to perform this Agreement.
- ii. Upon request from the Customer, provide the Customer with a copy of the requested records, having redacted records in total or in part that are exempt from disclosure by law, or allow the records to be inspected or copied within a reasonable time (with provision of a copy of such records to the Customer on the same terms or conditions that the Customer would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- iii. Ensure that records, in part or in total, 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 and following completion of the Agreement if Versaterm does not transfer the records to the Customer.
- iv. Upon completion (or earlier termination) of the Agreement, transfer, at no cost, to the Customer all public records in possession of Versaterm or keep and maintain the public records in compliance with Chapter 119. If Versaterm transfers all public records to the Customer upon completion (or earlier termination) of the Agreement, Versaterm shall destroy any duplicate records that are exempt or confidential and exempt from public records disclosure requirements. If XXXX keeps and maintains public records upon completion (or earlier termination) of the Agreement, Lexipol shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon the Customer's request in a format that is compatible with the information technology systems of the Customer.

With regard to such public record requirements and/or this paragraph, the Agreement shall be deemed to allow for unilateral termination by the Agency for any refusal by Versaterm (or those engaged in performance of the Agreement) to allow public access to all documents, papers, letters, or other material made or received by Versaterm (or those engaged in performance of the Agreement) in conjunction with the Agreement, unless the records are exempt from public record requirements.

IF VERSATERM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LEXIPOL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-274-8351, AND EMAIL ADDRESS OF COTPURCHASINGPRR@TAMPAGOV.NET AND MAILING ADDRESS OF TAMPA MUNICIPAL OFFICE BUILDING, 2ND FLOOR, 306 EAST JACKSON STREET TAMPA, FL 33602.

- 2.6 Ethics Code. Versaterm shall comply with all applicable governmental laws, rules and regulations including the City of Tampa's Ethics Code, which is available on the City's Website. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522). Moreover, XXXX acknowledges and understands that the Ethics Code prohibits any Customer/City ("City") officer or employee from receiving any substantial benefit or profit out of any contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. XXXX shall ensure that no City officer or employee receives any such benefit or interest as a result of the Agreement (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d)).
- 2.7 Public Entity Crime. Pursuant to section 287.133, Florida Statutes a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in FLA. STAT. § 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Versaterm certifies that it has not been placed on the convicted vendor list.
- 2.8 Cloud Hosting Policy. Versaterm has reviewed and agrees that it will follow all of the Customer's Cloud Hosting Policies.

EXHIBIT 3
ADDITIONAL FEDERAL PROVISIONS

(Attached under separate cover)

EXHIBIT 3

ADDITIONAL FEDERAL PROVISIONS

This contract is intended to be funds directly or reimbursable through a federal grant award. As such, the Versatierm, herein "Contractor", is subject federal provisions concerning contracts. Funds used for payment of this Contract may be from or subject to reimbursement by state and/or federal funds. Some of these funding sources require additional contractual obligations and Customer, herein "City", and Contractor hereby agree to the following additional terms and conditions. The Parties agree to each of these terms for reasons including, but not limited to, meeting all contracting requirements as set forth in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. These terms supplement the General Terms and Conditions. These are general terms and are only applicable to contracts where required under the federal provision.

I. General Provisions

A. **Equal Employment Opportunity.** During the performance of this contract, Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation,

proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Contractor so participating is a State or local government, the above

equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor and refer the case to the Department of Justice for appropriate legal proceedings.

These provisions are included in addition to the Equal Employment Opportunity Practices Provisions in the General Terms and Conditions and Contractor shall abide by both provisions.

- B. Rights to Inventions Made Under a Contract or Agreement.** If this Contract is funded in whole or part by a Federal award of funds and the Contract and/or funding meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor (the "recipient or subrecipient") wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. This requirement applies to "funding agreements," but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

C. **Clean Air Act and the Federal Water Pollution Control Act.** The following provisions apply for all contracts in excess of \$150,000:

1. **Clean Air Act (42 U.S.C. 7401–7671q).**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation of the Clean Air Act to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

2. **Federal Water Pollution Control Act (33 U.S.C. 1251–1387).**

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation of the Federal Water Pollution Control Act to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

D. **Debarment and Suspension.** In addition to the debarment and suspension requirements in the General Terms and Conditions and executed Debarment certificate, the following terms shall apply:

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R.

pt. 3000, subpart C, in addition to remedies available the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered contracts.

E. **Conflict of Interest.** By executing this Contract, Contractor certifies that it does not know of any fact which constitutes a violation of local, state, or federal conflict of interest laws, and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Contract. In addition, Contractor shall be in full compliance with all other conflict of interest requirements, including those contained in 2 C.F.R. § 200.318.

F. **Byrd Anti-Lobbying Amendment.** For any contract of \$100,000 or more, Contractor shall complete the required certification (included below) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the City.

G. **Procurement of recovered materials.**

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

a. Competitively within a timeframe providing for compliance with the Contract performance schedule;

b. Meeting Contract performance requirements; or

c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

H. **Access to Records.**

1. The Contractor agrees to provide the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 3. The Contractor agrees to provide the Federal Awarding Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency or the Comptroller General of the United States.
- I. **Changes.** The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of a funding grant or cooperative agreement, and reasonable for the completion of project scope. Changes can be made by either party to alter the method, price, or schedule of the work without breaching the Contract by entering a written amendment executed by authorized representatives. The Contract may not be modified except by a written document signed by both parties. It is mutually understood and agreed that no alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. **Seal, Logo, And Flags.** The Contractor shall not use the Department of Homeland Security, or any other Federal, state or local seals, logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency pre-approval.
- K. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that Federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.
- L. **No Obligation of Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.
- M. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

- N. **Local Preferences:** To the extent that any local preferences are prohibited by funding, SLEB and other local preferences and policies have already been or are waived.
- O. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).** For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the following provisions, from 29 C.F.R §5.5(b) shall apply:
1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- P. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the Contractor and their subcontractor(s), to the greatest extent practicable, provide a

preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Q. Prohibition on Contracting for Covered Telecommunications Equipment and Services.

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
 - a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- a. This clause does not prohibit contractors from providing—
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. By necessary implication and regulation, the prohibitions also do not apply to:
 - (1) Covered telecommunications equipment or services that:
 - (a) Are *not used* as a substantial or essential component of any system; and
 - (b) Are *not used* as critical technology of any system.
 - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
 - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item

description; and any readily available information about mitigation actions undertaken or recommended.

- (2) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

- R. **License and Delivery of Works Subject to Copyright and Data Rights.** In order to comply with 2 C.F.R. § 200.315, Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.
- S. **Affirmative Socioeconomic Steps for Subcontracts.** As a condition for the approval of any subcontract, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Versaterm may reference the existence of this MSA and the business relationship between the Parties for the purposes of: (a) issuing press releases to announce the beginning or continuation, as applicable, of the business relationship between the Parties; or (b) referencing CUSTOMER as a CUSTOMER of Versaterm including in Versaterm's CUSTOMER list and other marketing materials, provided that Versaterm obtains CUSTOMER'S prior approval of the wording of any release (not to be unreasonably withheld).

43. Counterparts.

This MSA, any Service Schedule and any SOW or part thereof or attachment thereto may be executed in any number of counterparts and by exchange of signature pages by electronic mail or by any other electronic means. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement. The execution of this MSA, any Service Schedule or SOW by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the parties hereto. Such electronic signatures may be used by the parties in lieu of the original signature page[s] of this MSA, any Service Schedule or SOW for any and all purposes.

44. United Nations.

Pursuant to Article 6 of the United Nations convention on contracts for the International Sale of Goods ("UN Convention"), the Parties agree that the UN Convention shall not apply to this MSA.

45. Extending pricing

Subject to Versaterm's discretion, CUSTOMER may extend pricing, terms and conditions of this Agreement to other governmental entities that have signed an intergovernmental agreement with the CUSTOMER to be system users.

[remainder of page left intentionally blank]