

Secure, Bidirectional Data Flow
Between Endpoints

DataLink™

Interface Solution

Statement of Services and End-User Subscription Agreement

November 20, 2024

Apex, North Carolina

M MissionCriticalPartners

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Introduction Letter

11/20/2024

Michael Frickman
Assistant Chief of Professional Standards
Apex Fire Department
315 W. Williams St.
Apex, NC 27502

Re: DataLink™ Statement of Services and End-User Subscription Agreement

Dear Michael Frickman:

Mission Critical Partners (MCP) is pleased to be working with the Apex Fire Department in partnership with Vector Solutions.

Please review this Statement of Services to include background information on Mission Critical Partners as well as the guiding document on the scope of work for the indicated integration.

Sincerely,

Mission Critical Partners, LLC



Gary Pulford
Director of Product Management

Cc: Mark Catone, Vector Solutions
Treva Aguinaga, Vector Solutions

M MissionCriticalPartners

Putting Our Clients' Missions First A Firm Unlike Any Other

At Mission Critical Partners, our mission is simple: to improve public safety and justice outcomes. Our client commitment is to act as a trusted, independent advisor, always striving to solve problems, deliver value, efficiency, and fresh ideas – all while mitigating risk.

We stand behind the significance of the work our clients do and how critical their missions truly are – not just for their organization, but for their entire community. Our greatest pride is partnering with clients to implement the best solutions that drive their mission, building upon our expertise and experience – because their mission is what matters.

We bring highly specialized expertise in public safety, justice and in other critical infrastructure sectors. Many of our professionals have been in our clients' shoes and are well attuned to their unique needs. Our vision is to transform mission-critical and public-sector networks and operations into integrated ecosystems.

A Halo Effect Over the Critical Communications Ecosystem

MCP provides its clients with a holistic approach to enhance and evolve critical communications systems and operations across the entire ecosystem. The "MCP Halo Effect" is our comprehensive integrated series of products and solutions to dramatically effect collaboration and situational awareness, improve decision-making, and ultimately influence outcomes.

SecureHalo™

Family of Cybersecurity and IT Solutions

We're designing and monitoring highly reliable, secure and easy-to-manage integrated public safety networks.

Consulting

Consultive & Advisory Solutions

We're providing expertise across all areas of the constantly evolving public safety, justice, and broader public sector ecosystem.

DataHalo™

Family of Data Solutions

We provide data analytics and software solutions that improve collaboration, productivity, and decision-making.

3,200+ projects

supporting 1,300+ public-sector and critical communications agencies since 2009

We serve clients in

48 states

and 95% of the nation's largest metropolitan areas

200+

subject-matter experts on staff with an average of 25 years of experience

90%

of our clients remain with us from project to project

15%

average project cost savings for our clients—sometimes more

Corporate Headquarters:
690 Gray's Woods Blvd.
Port Matilda, PA 16870
Phone: 888-862-7911

Data Integration Services

In the courts, justice and public safety arena, the business environment includes vendors, suppliers, partners, community, private organizations, and various government agencies. MCP's Data Integration Services team specializes in the planning and implementation of complex data exchange and integration projects for the criminal justice market. Our successes include integration initiatives that span all major entities within the criminal justice community, including:

- Law Enforcement
- Courts
- State Bureaus of Investigation
- Social Services
- Prosecution
- Probation
- Human and Health Services
- Department of Motor Vehicles
- Public Defenders
- Adult/Juvenile Corrections
- Child Support

We've made it our business to help you facilitate, integrate, and improve your ability to work together—by focusing on workflow integration—to achieve real-time accessibility to information that is relevant to the business environment. This event-triggered information sharing has the benefit of reducing paper dependencies, cutting costs and uncovering innovative revenue opportunities that exist in your ecosystem.

MCP has implemented large-scale, multi-year workflow integration projects at the state, county, and local levels. The benefit to our clients is that our full range of system integration capabilities is augmented with real-world experiences, proven methodologies, industry standards, and best practices that are demonstrated in the breadth, depth, and realism of our strategic planning and implementation efforts.

Our court, justice, and public safety capabilities include, but are not limited to:

Services
<ul style="list-style-type: none">• Strategic Planning and Governance• Analysis• Exchange Architecture• Integration• Project Management• National Standards• Product Solutions

MCP uses national standards, modeling tools, and open technologies day in and day out, including:

- Justice Information Exchange Model (JIEM)
- Service-Oriented Architecture (SOA) and Global Reference Architecture (GRA)
- Web Services Standards
- eXtensible Markup Language (XML) Standards and National Information Exchange Model (NIEM)

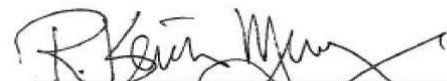
Our Commitment to Our Clients

Partnering with a firm that brings an independent, objective perspective to every engagement is our clients' top priority. We stand behind our commitment to always put the fundamental interests of our clients first.

From our inception, vendor-neutrality is a value that underpins every aspect of what we do. Our goal is to determine the most favorable solution for our clients based on their unique requirements, budget, governance structure, operations, and existing technologies. We provide a holistic perspective regarding the entire mission-critical communications ecosystem, free of bias or favoritism to any specific product or service provider. Our recommendations are always based solely on the value and the benefit provided to the client.

For clients, this approach means more control and greater visibility into the systems they ultimately are responsible for operating and maintaining, and—more importantly—a successful project that improves outcomes.

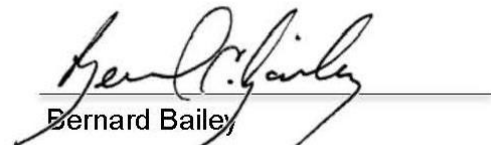
Board of Directors



R. Kevin Murray



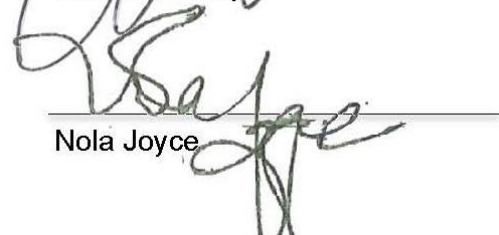
Robert Chefitz



Bernard Bailey



Darrin J. Reilly



Nola Joyce

The background features a complex, abstract geometric pattern. It consists of numerous light blue hexagons of varying sizes and orientations, some of which are interconnected by thin lines. Scattered throughout the pattern are small, solid blue diamonds. The overall effect is a dense, crystalline or molecular structure. The text is centered in the middle of the page.

Statement of Services

Introduction

Mission Critical Partners, LLC (MCP) appreciates the opportunity to provide this proposal to Apex Fire Department for the scope of work to accomplish the integration indicated as well as the licensing of MCP's DataLink™ software that will provide the technology and ensure the ongoing operation and maintenance of the integration.

In this Statement of Work, MCP proposes to configure and deliver its DataLink software components to meet the integration need of Apex Fire Department to transfer data from the Vector Scheduling product to the ESO Fire Records Management System (ESO Fire RMS).

The goal is a managed one-way interface that transfers roster and schedule data from Vector Scheduling to ESO Fire RMS on a periodic basis by employing the Vector Scheduling Application Programming Interface (API), DataLink and the ESO Fire EMS API that enable extraction and provision of data out of and into the systems.

MCP will manage all formatting of data in the required formats to acquire data from Vector Scheduling, transform data and then transfer it to ESO Fire RMS. This approach minimizes or eliminates the reliance on the vendor who provides the Fire EMS system, reducing costs and timelines and clarifying maintenance, support and troubleshooting.

MCP's services will go beyond simply building an interface and letting it run. Our ongoing subscription-based approach provides complete *lifecycle management* of the integration. This provides Apex Fire Department with full-time remote monitoring of the interface, a single point of contact at MCP for problem resolution, and a commitment by MCP to update the interface when either Vector Scheduling or ESO Fire RMS requirements change.

Problem Statement

Apex Fire Department has a business process in place to create rosters, and Vector Scheduling is the master roster and scheduling system as the "source of truth". MCP understands there are two basic Use Cases for the transmission of data from Vector Scheduling to ESO Fire RMS:

Apex Fire Department has up to five 24-hour shifts. There is a shift supervisor that sets the roster for each shift.

1. Each shift supervisor sets a roster for a shift one to two weeks in advance (or more). When the roster is completed, the full roster needs to be populated from Vector Scheduling into ESO Fire RMS.
2. A shift supervisor needs to change an individual assignment on a roster, i.e., someone calls in sick, etc. That change needs to be updated from Vector Scheduling in the ESO Fire RMS.

Proposed Solution

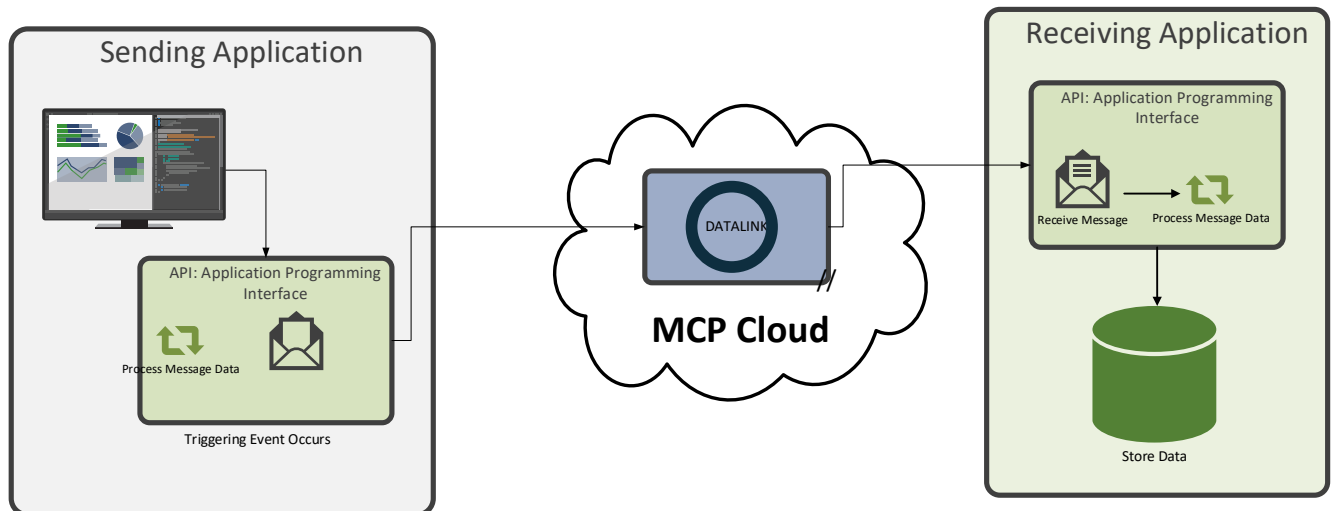
MCP proposes to deploy DataLink™, a lightweight software component that standardizes and streamlines interfaces that will connect component(s) in Apex Fire Department's computing environment to the Vector Scheduling API. The DataLink will receive roster data from the Vector Scheduling API.

DataLink will be configured to call an operation on the Vector Scheduling API to retrieve a full set of data/rosters. Ideally, the API would have the capability to send roster data triggered by the shift supervisor

completing a roster. However, if this proves to be problematic, the DataLink would be configured to poll the Vector Scheduling API on a regular interval for newly completed rosters.

The DataLink will also receive roster updates any time a Vector Scheduling user makes an update, and in a comparable manner as above. The DataLink would be configured to poll the Vector Scheduling API on a regular interval for new data/roster information.

DataLink translates the complexity of interface requirements, simplifying the data exchange for any information system and its vendor. DataLink exchanges information with the local system in as simple a format as possible and executes all of the detailed interface requirements to send and/or receive required data. The diagram below illustrates this.



Scope of Work

Configuring and implementing the DataLink for scheduling data will involve the following steps:

1. Analysis of the two systems' APIs.
2. Configuration of MCP's DataLink software to execute one or more Vector Scheduling API calls.
3. Formatting of roster data into a JSON format that can be provided to ESO Fire RMS API.
4. Processing of response messages from the ESO Fire RMS API.
5. MCP will then coordinate with Apex Fire Department's IT Administrators to deploy the DataLink in the same computing environment as Vector Scheduling and establish connectivity with the ESO Fire RMS API.
6. MCP will coordinate with Apex Fire Department users to test both Use Cases defined above, including different variations or scenarios that users often encounter. Users will verify that the data from Vector Scheduling is displayed and available in ESO Fire RMS as expected.
7. Once Apex Fire Department users sign off on completed testing, the parties will establish an agreed-upon date and time for putting the DataLink into production.

8. MCP will provide support and a mechanism for users to report bugs, issues, and failures. MCP will respond to these issues as specified in an End-User Subscription Agreement (EUSA) between Apex Fire Department and MCP between these parties.

MCP's subscription service will include remote monitoring of the DataLink and the resolution of documented issues per the EUSA. In addition, MCP will update the DataLink to meet any changes to the ESO Fire RMS API on a schedule to be agreed upon mutually by the parties.

Roles and Responsibilities

Vector Solutions will:

- Provide technical resources to support the design and development of the Interface
- Provide facilitation between ESO product and/or sales teams as needed in cases where issues arise that require ESO participation

Mission Critical Partners will:

- Design, develop, test, install and maintain the interface between Vector Scheduling and the ESO Fire RMS platform
- Execute the EUSA with Apex Fire Department for the DataLink license
- Provide lifecycle management of DataLink per the terms of the EUSA
- Invoice Apex Fire Department for the one-time cost of the interface and the annual subscription fee for the DataLink defined in the EUSA

Apex Fire Department will:

- Provide resources to support the deployment, testing and Installation of the interface
- Facilitate any interaction between MCP and ESO for information or issue resolution if Vector Solutions is, in the rare case, unable to elicit the appropriate responses from ESO
- Execute the EUSA with MCP for the DataLink for lifecycle management and support
- Pay the one-time cost of interface development and the ongoing subscription fees for lifecycle maintenance and support

Ownership Rights

It is understood and agreed that MCP is licensing its DataLink Solution for Apex Fire Department's use, and usage of DataLink is limited to the terms of the EUSA. The ideas, know-how, concepts, techniques and source code related to the MCP software are and shall exclusively belong to MCP. MCP retains exclusive rights to the intellectual property related to any included DataLink solutions. MCP's intellectual property or products remain the exclusive property of MCP. Vector Scheduling intellectual property or products remain the exclusive property of Vector Scheduling, and ESO Fire RMS intellectual property or products remain the exclusive property of ESO.

End-User Subscription Agreement



MissionCriticalPartners

END-USER SUBSCRIPTION AGREEMENT

This END-USER SUBSCRIPTION AGREEMENT (this “Agreement” or “EUSA”) is made and entered into by and between Mission Critical Partners, LLC (“MCP”) and Town of Apex (“Customer”). MCP and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.”

GENERAL TERMS

MCP Solutions MCP owns certain software solutions that enable a variety of technology services designed to enhance customer solutions, including to streamline data integration, offer additional data analytic capacity, and improve the security and network reliability of customer solutions (collectively, the “MCP Solutions”). The specific MCP Solutions that will be made available to Customer are: DataLink to transfer data from the Vector Scheduling system to the ESO Fire Records Management System (ESO Fire RMS).

Professional Services MCP will provide to Customer the professional services, including any installation and implementation services, specified in each statement of work attached hereto which is executed by both Parties (each, an “SOW”).

Fees Customer will pay to MCP a one-time fee of \$3,000 and \$3,600 on an annual basis (300\$/month) in advance, together with all amounts set forth in each mutually executed SOW, if any (all such amounts to be paid hereunder, the “Fees”).

Term The term of this Agreement will commence on the date of the last signature below (the “Effective Date”) and will continue for three years, unless earlier terminated as set forth herein (“Initial Term”). This Agreement may be renewed in a writing signed by both Parties (“Renewal Term”). The Initial Term and all Renewal Terms shall be collectively, the “Term”.

By signing below, the Parties agree to be legally bound by this Agreement, which includes the terms and conditions of this Cover Page, the Terms and Conditions attached to this cover page, and any additional terms in one or more Addenda attached to this Agreement.

Mission Critical Partners, LLC

Town of Apex

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Address: 690 Gray’s Woods Blvd.
Port Matilda, PA 16870
Attn: LMS Division

Address: 315 W. Williams St.
Apex, NC 27502

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Antwan Morrison, Finance Director

TERMS AND CONDITIONS

1. Definitions.

1.1. “Authorized Users” means Customer’s employees, service providers, agents and others who are authorized by Customer to use the MCP Solutions in accordance with these terms.

1.2. “Cover Page” means the cover page to this Agreement, to which these Terms and Conditions are attached.

1.3. “Customer Data” means information, data, and other content that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the MCP Solutions, other than Non-Identifiable Information.

1.4. “Documentation” means user manuals, handbooks, and guides relating to the MCP Solutions provided by MCP to Customer either electronically or in hard copy form.

1.5. “MCP IP” means the MCP Solutions, the Documentation, and any and all copyrights, trade secrets, and other intellectual property provided to Customer or any Authorized User in connection with the foregoing, including all intellectual property developed by or on behalf of MCP or Customer in connection with any professional services provided to Customer pursuant to an SOW.

1.6. “Non-Identifiable Information” means information, data, and other content that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the MCP Solutions, which does not identify any specific individual or entity, including Customer or any Authorized User.

1.7. “Third-Party Data” means information, data or other content that a third-party government agency or entity agrees to share with Customer. Third-Party Data may be integrated into Customer Data.

1.8. “Third-Party Products” means any third-party products, materials, or information that is provided with or incorporated into the MCP Solutions, including any publicly available standards or criteria used by other solution providers.

2. Access and Use.

2.1. MCP Solutions. Subject to Customer’s compliance with the terms and conditions of this Agreement, including payment of all Fees, MCP hereby grants Customer, during the Term, a limited, revocable, non-exclusive, non-transferable, terminable right to have Authorized Users access and use the MCP Solutions and the Documentation for Customer’s internal business purposes.

2.2. Use Restrictions. Customer shall not use the MCP Solutions for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (a) copy, modify, or create derivative works of the MCP IP, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the MCP IP; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the MCP Solutions, in whole or in part; (d) remove

any proprietary notices from the MCP IP; (e) use the MCP IP for developing, using, or providing a competing software product or service or any other purpose that is to MCP’s, or its licensors’, detriment or commercial disadvantage; (f) use the MCP IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or (g) otherwise use the MCP IP except as expressly allowed under this Agreement.

2.3. Reservation of Rights. As between MCP and Customer, MCP reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the MCP IP.

2.4. Suspension. Notwithstanding anything to the contrary in this Agreement, MCP may temporarily suspend Customer’s and any Authorized User’s access to any portion or all of the MCP Solutions if: (a) MCP reasonably determines that (i) there is a threat or attack on any of the MCP IP, (ii) Customer’s or any Authorized User’s use of the MCP IP disrupts or poses a security risk to the MCP IP or to any other customer or vendor of MCP, (iii) Customer or any Authorized User is using the MCP IP for fraudulent or illegal activities, or (iv) MCP’s provision of the MCP Solutions to Customer or any Authorized User is prohibited by applicable law; (b) any vendor of Customer or MCP has suspended or terminated access to or use of any third-party services or products required to enable Customer to access the MCP Solutions; or (c) in accordance with Section 5 (any such suspension described in subclause (a), (b), or (c), a “Service Suspension”). MCP shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the MCP Solutions following any Service Suspension. MCP shall use commercially reasonable efforts to resume providing access to the MCP Solutions as soon as reasonably practicable after the event giving rise to the Service Suspension is cured. MCP will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.5. Audit. Upon written request from MCP and subject to reasonable advance notification, Customer shall provide MCP with access to any systems, software, computers, records, or other information that relate or may relate to Customer’s use of the MCP Solutions as MCP may request to show Customer’s compliance with the terms of this Agreement. Such audit will not unreasonably interfere with Customer’s business activities. In the event that an audit reveals use of the MCP Solutions in violation of the terms of this Agreement, Customer will reimburse MCP for the reasonable cost of the audit, in addition to such other rights and remedies that MCP may have.

3. Professional Services. Customer may engage MCP to perform professional services as set forth in an SOW signed by both Parties. MCP shall not commence work or provide any

professional services until the Parties enter into a written SOW, which shall set forth, among other things: (a) the professional services to be performed by MCP; (b) the cost and payment schedule with respect to the Fees for such professional services; and (c) any additional provisions applicable to the professional services to be provided pursuant to the SOW. Customer will provide information reasonably requested by MCP to perform the services hereunder, including as applicable, technical specifications, Customer or third-party databases and schemas, network architectures and diagrams, performance statistics, interfaces and access to Customer systems, including third-party systems, routing and network addresses and configurations (collectively, "Customer Materials"). Customer represents and warrants that (i) Customer is solely responsible for the content and rights to the Customer Materials; (ii) Customer Materials will be accurate, and (iii) MCP's use of Customer Materials will not violate the rights of any third party

4. Customer Responsibilities.

4.1. General. Customer is responsible and liable for all uses of the MCP IP resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the MCP IP and shall cause Authorized Users to comply with such provisions.

4.2. Third-Party Products. MCP may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

5. System Availability and Support.

5.1. Definitions. "Uptime" is calculated by determining the percentage of time during a given month in which aspects of the MCP Solutions which are hosted by or on behalf of MCP were Unavailable (as defined below) and subtracting that time percentage from 100%. Uptime measurements exclude downtime resulting directly or indirectly from any of the exclusions specified in Section 5.3. "Unavailable" and "Unavailability" means that Licensee is unable to access and/or use the MCP Solutions for any reason other than those reasons specified by the exclusions specified in Section 5.3.

5.2. Service Availability. MCP will use commercially reasonable efforts to make the MCP Solutions available for use with an Uptime of at least 99.0%, in each case during any monthly billing cycle (the "Service Commitment").

5.3. Exclusions. The Service Commitment does not apply to any unavailability, suspension, termination, or performance issues relating to the MCP Solutions: (a) caused by factors outside of MCP's reasonable control, including any force majeure event (as described in Section 13.3), Internet access or related event beyond

the demarcation point of MCP; (b) that result from any negligent or intentional actions or inactions by Customer or any third party; (c) that result from any failure, misconfiguration, or incompatibility of equipment, software or other technology under Customer's reasonable control; (d) that result from any failure, misconfiguration, or incompatibility of third party equipment, software, hosting services or other technology (other than third party equipment within MCP's direct control); (e) that result from any MCP scheduled maintenance or downtime; or (f) arising from MCP's suspension and termination of Customer's right to use the MCP Solutions pursuant to this Agreement. No representations or guarantees are made regarding Uptime or availability of the MCP Solutions unless specifically identified in this Section 5.

5.4. Connectivity Infrastructure. Notwithstanding the foregoing, and for the avoidance of doubt, access to and hosting of the MCP Solutions, as well as the connections between the MCP Solutions and any peripheral devices, are provided by underlying Internet, cellular circuits and third party services and data, including any third party records management systems used by Customer and all related Third-Party Data (collectively, the "Connectivity Infrastructure"). The Parties agree that such Connectivity Infrastructure is beyond MCP's reasonable control, and MCP expressly disclaims any warranties, responsibilities (beyond advising Customer of general practices to improve Connectivity Infrastructure), or liabilities for such Connectivity Infrastructure, or for failures of the MCP Solutions due to lack of coverage, connectivity failures, or downtime of any component of the Connectivity Infrastructure.

5.5. Support. Customer shall provide MCP remote access to the MCP Solutions via an Internet or other network connection. Customer shall not interrupt or disconnect this connection. MCP will provide remote monitoring via the network connection to monitor performance and detect operational issues related to the MCP Solutions, in addition to a method for Customer to alert MCP to known issues. "Tier 1 Support" is the initial support level provided to Customer that addresses basic issues, generally via telephone or email communications to answer questions and help troubleshoot any difficulties that Customer may have in using the MCP Solutions. "Tier 2 Support" is escalation of a reported or detected issue to investigate and resolve operational issues that involve configuration of the MCP Solutions, which may include tasking Customer, Authorized User, or other third parties with resolving issues beyond the control of MCP. "Tier 3 Support" is any development work that requires code changes to the MCP Solutions. MCP will incorporate resolution of these issues into a future scheduled code release. MCP will provide immediate relief only if the code fix applies to all Customers of the specific MCP Solutions. MCP shall provide Tier 1 Support to Customer. For the avoidance of doubt, Tier 1 Support does not include any on-site support by MCP unless separately purchased by Customer. Upon Customer's request, pursuant to a mutually agreed SOW, MCP shall provide to Customer Tier 2 Support and Tier 3 Support.

6. Fees and Payment.

6.1. Fees. Customer shall pay to MCP the Fees as set forth on the Cover Page, without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth on the Cover Page or, if not specified, within thirty days of the date of the applicable invoice. If Customer fails to make any

payment when due, without limiting MCP's other rights and remedies: (a) MCP may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (b) if such failure continues for thirty days or more, MCP may suspend Customer's and its Authorized Users' access to any portion or all of the MCP Solutions until such amounts are paid in full. In the event that this Agreement terminates prior to the end of the Term for any reason other than an uncured material breach by MCP, Customer shall pay to MCP all outstanding Fees that would have otherwise been due had the Agreement continued until the end of the Term.

6.2. **Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on MCP's (or its licensors') income.

7. **Confidential Information.** From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information that is marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and reasonably cooperated with the disclosing Party to keep the applicable Confidential Information non-public; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

8. **Intellectual Property Ownership; Feedback.**

8.1. **MCP IP.** MCP, or its licensors, own all right, title, and interest, including all copyrights, trade secrets, and other intellectual property rights, in and to the MCP IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all copyrights and other intellectual property rights, in and to the Third-Party Products.

8.2. **Customer Data.** Customer owns all right, title, and interest, including all copyrights, trade secrets, and other intellectual property rights, in and to the Customer Data. Customer hereby grants to MCP a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for MCP (and its licensors and vendors) to provide the MCP Solutions and related services to Customer and its Authorized Users. Customer Data may be imported from different source systems that Customer uses. Customer shall comply with all data protection laws and regulations, including by obtaining all necessary consents to use, process, and share the Customer Data, and with the terms and conditions governing the use of each of the different source systems used by Customer. Without limiting the foregoing, Customer shall maintain and enforce technical and organizational safeguards against accidental, unlawful, or unauthorized access to, disclosure, or use of the MCP Solutions in a manner that ensures a level of security appropriate to the risks presented by the Customer Data, consistent with best industry practice and standards. Customer acknowledges and agrees that Customer will be solely responsible for backing-up, and taking all appropriate measures to protect and secure, the Customer Data.

8.3. **Third-Party Data.** Customer has secured or will secure all necessary authorizations, credentials and rights to access and hold Third-Party Data for purposes of using the MCP Solutions and permitting MCP to perform under this Agreement.

8.4. **Non-Identifiable Information.** MCP (and its licensors and vendors) may monitor Customer's use of the MCP Solutions and collect and compile Non-Identifiable Information, including information relating to statistical and performance information relating to the provision and operation of the MCP Solutions. All right, title, and interest in Non-Identifiable Information belong to and are retained solely by MCP. Customer acknowledges and agrees that MCP may (a) compile Non-Identifiable Information based on Customer Data input into the MCP Solutions; (b) use the Non-Identifiable Information to improve the performance of the MCP Solutions, including to pre-populate fields and other information-gathering sections of the MCP Solutions; and (c) use Non-Identifiable Information to the extent and in the manner permitted under applicable law; provided that such Non-Identifiable Information does not identify any specific individual or entity, including Customer or any Authorized User.

8.5. **Feedback.** If Customer or any of its employees or contractors, including any Authorized User, sends or transmits any communications or materials to MCP (or its licensors) by mail, email, telephone, or otherwise, suggesting or recommending changes to the MCP IP, including, without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), MCP and its licensors are free to use such Feedback irrespective of any other

obligation or limitation between the Parties governing such Feedback, without any attribution or compensation to any party, although MCP is not required to use any Feedback.

8.6. **Modifications.** MCP and its licensors may update, upgrade, or modify the MCP IP at any time, including the removal or modification of previously available functionality. The inclusion of any functionality at a particular time does not imply or warrant that these abilities or services will be available at a later time. Any updates, upgrades, enhancements and/or modifications provided to Customer will automatically be considered part of the MCP Solutions and will be subject to the terms of this Agreement.

9. Limited Warranties and Warranty Disclaimer.

9.1. **Limited Warranty.** MCP warrants that the MCP Solutions will substantially conform to the specifications set forth in the Documentation. In the event that Customer discovers a material malfunction in the MCP Solutions, Customer shall notify MCP in writing and MCP shall use commercially reasonable efforts to correct, cure, or otherwise remedy such malfunction. Customer shall cooperate with MCP in a prompt and reasonable manner in connection with such correction efforts. The foregoing obligation of MCP does not apply (a) to the extent the MCP Solutions is combined with any unauthorized software, processes or materials where the material malfunction would not have occurred without such combination; (b) where the material malfunction continues after Customer has been informed of modifications that would have avoided the malfunction; (c) where Customer's use of the MCP Solutions is not for the purposes set forth in this Agreement; and (d) to any material malfunction arising from any content, information or data provided by Customer or any third party. THE FOREGOING WARRANTY DOES NOT APPLY, AND MCP STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR ANY CONNECTIVITY INFRASTRUCTURE.

9.2. **Disclaimer.** EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MCP IP AND RELATED SERVICES ARE PROVIDED "AS IS" AND MCP (AND ITS LICENSORS) HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. MCP (AND ITS LICENSORS) SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MCP (AND ITS LICENSORS) MAKE NO WARRANTY OF ANY KIND THAT THE MCP IP, SERVICES, OR ANY RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10. Indemnification.

10.1. MCP Indemnification.

10.1.1. MCP shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the MCP Solutions, or any use of the MCP Solutions in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies MCP in writing of the claim, reasonably cooperates with MCP in connection with the claim, and allows MCP sole authority to control the defense and settlement of such claim.

10.1.2. If such a claim is made or appears possible, Customer agrees to permit MCP, at MCP's sole discretion, to (a) modify or replace the MCP Solutions, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use. If MCP determines that neither alternative is reasonably available, MCP may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately upon written notice to Customer.

10.1.3. This Section 10.1 will not apply to the extent that the alleged infringement arises from: (a) use of the MCP Solutions in combination with data, software, hardware, equipment, or technology not provided by MCP or authorized by MCP in writing; (b) modifications to the MCP Solutions not made by MCP; (c) Customer Data; (d) Third-Party Products; or (e) Connectivity Infrastructure.

10.2. **Sole Remedy.** THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND MCP'S (AND ITS LICENSORS') SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE MCP IP OR SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. Limitations of Liability. IN NO EVENT WILL MCP (OR ITS LICENSORS) BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (EXCLUDING NEGLIGENCE), AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER MCP (OR ITS LICENSOR) WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL MCP'S (OR ITS

LICENSOR) AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (EXCLUDING NEGLIGENCE) AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO MCP UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Termination.

12.1. Termination. In addition to any other express termination right set forth in this Agreement:

12.1.1. MCP may terminate this Agreement, effective on written notice to Customer, if Customer: (a) fails to pay any amount when due hereunder, and such failure continues more than thirty days after MCP's delivery of written notice thereof; or (b) breaches any of its obligations under Section 2.2, Section 5, or Section 7;

12.1.2. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured thirty days after the non-breaching Party provides the breaching Party with written notice of such breach; or

12.1.3. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12.2. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the MCP IP and, without limiting Customer's obligations under Section 7, MCP will, via remote connection, remove the MCP Solutions, including all related code, from Customer's systems and site. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

12.3. Survival. This Section 12.3 and Sections 1, 6, 7, 8, 9.2, 10, 11, and 13 shall survive any termination or expiration of this Agreement. No other provisions of this Agreement will survive the expiration or earlier termination of this Agreement.

13. Miscellaneous.

13.1. Entire Agreement. This Agreement, which includes the Cover Page and these terms and conditions, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and

representations and warranties, both written and oral, with respect to such subject matter.

13.2. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the Cover Page (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section. The Parties acknowledge and agree that the terms and conditions of this Section shall apply notwithstanding any other notice requirements under applicable law.

13.3. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to natural hazards outside of human control for which no person or persons can be held responsible, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

13.4. Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.5. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.6. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would require or permit the application

of the laws of any jurisdiction other than those of the State of North Carolina. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina in each case located in Wake County, North Carolina and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13.7. Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of MCP. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

13.8. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

13.9. Anti-Human Trafficking. MCP warrants and agrees that no labor supplied by MCP or MCP's subcontractors in the performance of this Agreement shall be obtained by means of

deception, co-ercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking.

13.10. Nondiscrimination. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, MCP hereby warrants and agrees that MCP will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

13.11. Nonappropriation. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Customer are from appropriations and monies from the Town of Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Customer to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Customer.