

City of Meridian FY2024 Budget Amendment Form



Personnel Costs

Full Time Equivalent (FTE): _____

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	2210	41200	0	Wages	
01	2210	41206	0	PT/Seasonal Wages	
01	2210	41210	0	Overtime	
01	2210	41304	0	Uniform Allowance	
01	2210	42021	0	FICA	\$ -
01	2210	42022	0	PERSI	\$ -
01	2210	42023	0	Worker's Comp	\$ -
01	2210	42025	0	Employee Insurance	\$ -
Total Personnel Costs					\$ -

Please only complete the fields highlighted in Orange.

Amendment Details

Title: Darkhorse Data Analytics and Predictive Modeling Software
 Department Name: Fire Department
 Presenting Department Name: Fire Department
 Department #: 2210
 Primary Funding Source: 01
 CIP#: _____
 Project #: _____

Operating Expenditures

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	One-Time	On-Going	Total
01	2210	53360	0	Software Expense	\$ 80,000	\$ 20,000	\$ 100,000
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
01	2210		0				\$ -
Total Operating Expenditures					\$ 80,000	\$ 20,000	\$ 100,000

Is this for an Emergency? Yes No
 New Level of Service? Yes No

Clerks Office Stamp

Date of Council Approval _____

Capital Outlay

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	2210		0		
01	2210		0		
01	2210		0		
01	2210		0		
01	2210		0		
01	2210		0		
Total Capital Outlay					\$ -

Revenue/Donations

Fund#	Dept.#	G/L#	Proj.#	G/L# Description	Total
01	2210		0		
01	2210		0		
01	2210		0		
Total Revenue/Donations					\$ -

Acknowledgement _____ **Date** 11/6/23
[Signature]
 Department Director

REVIEWED
By Todd Lavoie at 9:42 am, Nov 07, 2023

jfields 11.7.23

Chief Financial Officer _____
 Approved Jessica Perreault via email 11.8.23
 Council Liaison _____
[Signature] _____ 11-8-23
 Mayor

Total Amendment Request \$ 100,000

Total Amendment Cost - Lifetime

City of Meridian FY2024 Budget Amendment Form

	Prior Year(s) Funding	Fiscal Year 2024	Fiscal Year 2025	Fiscal Year 2026	Fiscal Year 2027	Fiscal Year 2028	Department Name: <u>Fire Department</u> Title: <u>Darkhorse Data Analytics and Predictive Modeling Software</u>
Personnel		\$ -	\$ -	\$ -	\$ -	\$ -	Instructions for Submitting Budget Amendments: > Department will send Amendment with Directors signature to Finance (Budget Analyst) for review > Finance will send Amendment to Council Liaison for signature > Council Liaison will send signed Amendment to Mayor > Mayor will send signed Amendment to Finance (Budget Analyst) > Finance (Budget Analyst) will send approved copy of Amendment to Department > Department will add copy of Amendment to Council Agenda using Novus Agenda Manager
Operating		\$ 100,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	
Capital		\$ -					
Total	\$ -	\$ 100,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	
Total Estimated Project Cost: \$ 180,000							

Evaluation Questions

Please answer all Evaluation Questions using the financial data referenced above.

1.	Describe what is being requested? Darkhorse data analytics and predictive modeling software is a software program that is used to enhance the interpretation of fire department response data. This software combines the ability to analyze current outcomes of established benchmarks and key performance indicators of fire department operations and the ability to forecast future response capabilities and key performance indicators. This software will be able to identify with extreme accuracy future fire station locations, optimal performance of single and multi-company deployment capabilities, resource deployment improvements and develop accurate long term solutions to efficient fire department response times.
2.	Why was this budget request not submitted during the current fiscal year budget cycle? A thorough review of Darkhorse analytical software had not been conducted at the time of the current fiscal year budget cycle. After extensive review of the software, including review of other fire department's successful use of the software, the need of the software has been identified within the current fiscal year.
3.	What is the explanation for not submitting this budget request during the next fiscal year budget cycle? The fire department is actively engaged in future planning efforts, resource deployment improvements, accreditation, response time analysis and data interpretation. Efforts in these focus areas would be greatly improved in the very near future if the software was purchased prior to waiting until the next fiscal year budget cycle.
4.	Describe the proposed method of funding? If funding is split between Funds (i.e. General, Enterprise, Grant), please include the percentage split. List the amounts and sources of anticipated additional revenue that will result from approval of this request. General Fund
5.	Does this request align with the Department/City's strategic plan? If not, please explain how this request was not included in the Department/City strategic plan? Yes- Public Health and Safety: Invest in needed Fire facilities while implementing strategies to reduce loss of life and property, improve outcomes of response, enhance public education and risk reduction
6.	Does this request require resources to be provided by other departments? If yes, please describe the necessary resources to be provided by other departments. No
7.	Does this Amendment include any needed Equipment or Software that will utilize the City's network? (Yes or No) Yes
8.	Is the amendment going to result in the disposal of an asset? (Yes or No) No
9.	Any additional comments? <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

Total Amendment Request \$ 100,000

Every effort should be made to avoid reopening the budget for an amendment. Departments will need to provide back up and appear before the City Council to justify budget amendments. Budget amendments are intended for emergency or mandatory changes to the original balanced budget. Changes to the original balanced budget may cause a funding shortfall.

CONSULTING SERVICES AGREEMENT

DATA ANALYTICS AND PREDICTIVE MODELING TOOL

THIS SOFTWARE AS A SERVICE AGREEMENT ("Agreement") is entered into effective as of August 10,, 2023 (the "**Effective Date**")

BETWEEN:

Darkhorse Emergency Corp., a corporation formed under the laws of Alberta, with an address at 10139 81 Avenue, Edmonton, AB, T6E 1W9, Canada ("**Darkhorse**")

and

Meridian Fire Department, with an address of 33 E. Broadway Ave., Ste. 210, Meridian, ID 83642 United States ("**the Customer**")

WHEREAS:

- A. Darkhorse provides Consulting and Implementation Services, Subscription Services, and Advisory Services related to a predictive modeling solution for emergency services providers, as defined herein;
- B. The Customer is an emergency service provider that wishes to acquire Implementation Services, Subscription Services, and Advisory Services in accordance with this Agreement; and
- C. Darkhorse and the Customer are forming this Agreement to establish the terms and conditions upon which the Darkhorse will provide the Implementation Services, Subscription Services, and Advisory Services to the Customer.
- D. The Customer is a based in the United States. All currency amounts within this contract will be in USD.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1.0 DEFINITIONS

1.1 **Definitions.** The following terms as used in this Agreement, including the recitals, shall have the meanings indicated below, unless otherwise indicated or the context otherwise requires:

- (a) "**Business Day**" means a day Monday through Friday that the chartered banks are open for business in the Province of Alberta.
- (b) "**Business Hours**" 9 a.m. to 5p.m. MST during Business Days.
- (c) "**Confidential Information**" means any information about a party, including but not limited to information about its business, products, services, suppliers, customers, or pricing that is provided or otherwise obtained pursuant to this

Agreement, except that Confidential Information does not include information that: (i) was in the prior possession of the receiving party; (ii) was received by the receiving party from a third party without obligations of confidentiality; (iii) is in the public domain; or (iv) is developed independently by a party without use of or reference to the information of the other party.

- (d) **“Customer Data”** means information provided by Customer to assist in the development of Deliverables or input in accessing and using the Subscription Services, including but not limited to information requested by Darkhorse related to call data, spatial data, operational data and municipal development plans.
- (e) **“Customer Environment”** means electricity, internet connectivity, compatible mobile communications devices, and compatible computer hardware, software, and operating systems, as further described in Schedule “B”.
- (f) **“Darkhorse Reports”** means any reports or other output generated from the Customer accessing and using the Subscription Services.
- (g) **“Deliverable”** means a deliverable to be provided as set out in a SOW.
- (h) **“Derivative Work”** means a work that is based upon one or more pre-existing works, such as a revision, modification, translation (including compilation or recapitulation by computer), abridgement, condensation, expansion, or any other form in which such a pre-existing work may be recast, transformed, or adapted, and that, if prepared without authorization by the owner of the pre-existing work, would constitute a copyright infringement.
- (i) **“Documentation”** means all documentation with respect to the Subscription Services found at <https://darkhorseemergency.com/>
- (j) **“Event of Force Majeure”** has the meaning set out in Section 12.3.
- (k) **“Implementation Services”** means the services to be provided by Darkhorse related to the customization and implementation of Darkhorse’s Software and Subscription Services, including the provision of any Deliverables under a SOW. Implementation Services shall not include any data conversion or migration unless expressly provided in a SOW.
- (l) **“Initial Term”** has the meaning set out in Section 7.
- (m) **“Intellectual Property Rights”** means: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighbouring rights, moral rights, and mask works, and all Derivative Works thereof; (ii) trade design and industrial design rights; (iii) integrated circuit topography rights; (iv) trade-mark and trade name rights and similar rights; (v) trade secret rights and rights in confidential information; (vi) patents, designs, algorithms and other industrial property rights, (vii) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (viii) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

- (n) **“Issue”** means any failure of the Subscription Services to substantially comply with the Documentation when operated in accordance with this Agreement and the Documentation, with the applicable tier and priority level for resolution of such Issue as set out in Schedule “C”.
- (o) **“Qualified Personnel”** mean Customer employees who have successfully completed Darkhorse’s training program for the Software and Subscription Services.
- (p) **“Renewal Term”** has the meaning set out in Section 7.
- (q) **“Service Level Agreement”** means Schedule “C”.
- (r) **“Services”** means Implementation Services and Subscription Services.
- (s) **“Software”** means the software application provided by Darkhorse to be installed on a computer or mobile communications device that will permit access to Subscription Services.
- (t) **“SOW”** means a statement of work agreed to in writing by the parties setting out the Implementation Services to be provided pursuant to this Agreement, and attached as Schedule “A” to this Agreement.
- (u) **“Subscription Services”** means the services listed in Schedule B and any Deliverables to be provided under a SOW, which may be accessed by Qualified Personnel on a computer or mobile communications device.
- (v) **“Term”** means the Initial Term, and any Renewal Terms, if applicable.

2.0 LICENSE

2.1 **License to Customer.** Darkhorse hereby grants to the Customer a personal, nontransferable, royalty-free, fully paid up license (without rights of sublicense) during the Term to install and use the Software solely on devices owned or controlled by the Customer or its Qualified Personnel, and solely for the purpose of accessing and using the Subscription Services. The license allows the Customer an unlimited number of users access to the platform. Darkhorse hereby grants to the Customer a personal, nontransferable, royalty-free, fully paid up license (without rights of sublicense) during the Term to reproduce and use any Darkhorse Reports.

2.2 **Licenses to Darkhorse.** Customer hereby grants to the Darkhorse a personal, nontransferable, royalty-free, fully paid up license (with rights to sublicense to its contractors and suppliers) during the Term to use, reproduce and create Derivative Works of Customer Data solely to provide Services and Darkhorse Reports to Customer in accordance with this Agreement. No derivative works will be shared outside of the Customer’s organization without written consent from the Customer.

2.3 **Restrictions.** Customer is not licensed or permitted under this Agreement to do any of the following and shall not allow any Qualified Personnel or others for whom Customer is responsible to do any of the following: (i) access or attempt to access any other Darkhorse systems, programs or data that are not made available for public use; (ii) rent, sell, lease, lend,

redistribute or sublicense the Software or Darkhorse Reports or permit any third party to benefit from the use or functionality of the Software, Services or Darkhorse Reports via a rental, lease, timesharing, service bureau, or other arrangement without the express permission of Darkhorse Emergency Corp.; (iii) use the Software on any compatible device that Customer or Qualified Personnel do not own or control; (iv) copy, modify, or create Derivative Works of the Software, Services or Darkhorse Reports; (v) work around any technical limitations in the Software, Services or Darkhorse Reports, or use any tool to enable features or functionalities that are otherwise disabled in the Software, or decompile, disassemble, or otherwise reverse engineer the Software except as otherwise permitted by applicable law or by licenses with respect to open source software included with the Software; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Software or Services, prevent access to or the use of the Software or Services by Darkhorse or other licensees or customers, or impose an unreasonable or disproportionately large load on Darkhorse's infrastructure; or (vii) otherwise use the Software, services or Darkhorse Reports except as expressly allowed under this Agreement.

3.0 IMPLEMENTATION SERVICES

3.1 **Implementation Services.** Subject to Customer fulfilling its obligations under the Agreement and the applicable SOW or SOWs, Darkhorse shall use commercially reasonable efforts to provide the Implementation Services in accordance with the applicable SOW or SOWs.

3.2 **Acceptance.** Any provision of Deliverables shall be subject to any acceptance procedures and criteria that may be set out in the applicable SOW.

3.3 **Project Manager.** Each party shall appoint the representative indicated in the applicable SOW to act as a Project Manager, which may be changed from time to time by providing written notice, who shall act as a single point of contact and be responsible for giving all instructions and notices permitted or required under this Agreement with respect to Implementation Services.

3.4 **Training.** Darkhorse shall provide training in the use of the Software and Subscription Services as set out in Schedule "A", or as otherwise agreed in writing by the parties.

4.0 SUBSCRIPTION SERVICES

4.1 **Subscription Services.** Subject to Customer's compliance with Section 4.2, Darkhorse will use commercially reasonable efforts to provide Customer's Qualified Personnel with access to the Subscription Services in accordance with the Service Level Agreement. Except for the Customer Environment, Darkhorse shall be responsible for providing sufficient infrastructure, equipment, technical support labour to provide the Subscription Services.

4.2 **Customer Obligations.** During the Term, Customer shall be responsible for maintaining the Customer Environment at Customer's sole expense. To add clarity, this includes the access interface to the Darkhorse platform, all Customer databases and the data APIs that interface with the Darkhorse platform.

5.0 PAYMENTS

5.1 **Implementation Services.** Customer shall pay for Implementation and training in accordance with the Schedules "A", "B" and "D".

5.2 **Subscription Services.** Customer shall pay for Subscription Services in advance on an annual basis as set out in Schedule “D”.

5.3 **Invoices.** Invoices are paid Net 30 days from the date of invoice. All amounts contemplated in the Schedules and all payments made shall be in the currency outlined in Schedule G.

5.4 **Taxes.** Pricing for Services is exclusive of GST, PST or HST, or other similar use or sales taxes, which shall be payable by Customer as applicable.

5.5 **Interest.** Interest will be payable on any overdue amounts under this Agreement at the lesser of 12 percent (12%) per annum or the highest amount permitted by law.

6.0 REPRESENTATIONS AND WARRANTIES

6.1 **Capacity.** Each party represents and warrants to the other that it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement.

6.2 **Residency.** Darkhorse represents and warrants that as of the Effective Date it is not a non-resident for the purposes of the Income Tax Act (Canada).

6.3 **Implementation Services.** Darkhorse represents and warrants that it will provide Implementation Services in accordance with general industry standards. Customer’s sole remedy and Darkhorse’s sole obligation for a breach of this representation and warranty is to use commercially reasonable efforts to re-perform such Implementation Services in accordance with the representation and warranty.

6.4 **Subscription Services.** Darkhorse warrants that the Subscription Services will substantially comply with the Documentation when operated or used in accordance with this Agreement and the Documentation. Where an Issue arises with Subscription Services when operated or used in accordance with this Agreement, the Customer’s sole remedy and Darkhorse’s sole obligation is to provide support to resolve such Issue in accordance with the Service Level Agreement.

6.5 **Customer Data.** Customer represents and warrants that all Customer Data shall be complete, accurate and free of errors and omissions, and that Customer has all rights necessary to grant the licenses to the Customer Data set out in this Agreement.

6.6 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE, SERVICES AND DARKHORSE REPORTS ARE PROVIDED “AS-IS”, AND DARKHORSE DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. DARKHORSE SHALL HAVE NO LIABILITY FOR ANY USE OF OR INABILITY TO USE THE SOFTWARE, SERVICES, OR DARKHORSE REPORTS FOR ANY ERROR, INACCURACY OR OMISSION IN THE SOFTWARE, SERVICES OR DARKHORSE REPORTS CAUSED BY ANY INCOMPLETENESS OR INACCURACY OF CUSTOMER DATA, OR ANY UNAVAILABILITY, INTERRUPTION OR DEGRADATION OF INTERNET SERVICE.

7.0 TERM AND TERMINATION

7.1 **Term.** This Agreement shall commence on the Effective Date and run for an initial term of two years (“**Initial Term**”) and shall automatically renew for successive terms of two years (each a “**Renewal Term**”), unless either party provides at least thirty (30) days’ notice prior to the end of the Initial term of Renewal Term, as applicable.

7.2 **Termination.** This Agreement may be terminated by a party upon written notice where it has previously provided written notice of a material breach or default of any of the provisions of this Agreement by the other party, and such breach or default remains uncured for a period of thirty (30) days after the receipt of written notice describing such breach, except that with respect to a breach of Section, parties shall have only the remedies set out therein.

7.3 **Effect of Termination.** Immediately after the effective date of expiration or termination of this Agreement, Customer shall discontinue all use of the Software and Services. Within ten (10) days of expiration or termination of this Agreement, each party shall return to the other party all Confidential Information of the other party (including in the case of Darkhorse, the return of the Customer Data), except that the obligation to return information shall not include that which must be retained for legal or archival purposes, or which is retained on a party’s network. Customer shall pay all amounts due or accruing due as of the effective date of expiration or termination of this Agreement.

8.0 CONFIDENTIALITY

8.1 **Confidential Information.** Each party agrees to maintain the confidentiality of the Confidential Information of the other party and shall not disclose the Confidential Information of the other party without its prior written consent or as required by law. Each party agrees not to use the Confidential Information of the other party except to fulfill obligations or exercise rights under this Agreement, or to enforce this Agreement. A party shall be entitled to disclose the Confidential Information of the other party where required by applicable law, or the order of a court or government agency without authority to do so, except that where permitted by applicable law, the party obligated to disclose such Confidential Information shall provide prior written notice of such disclosure to the party whose Confidential Information is being disclosed.

9.0 OWNERSHIP

9.1 **Software and Services.** Except for the limited licenses granted in this Agreement, Darkhorse shall own all right, title and interest in and to the Software and the Services, including but not limited to all Intellectual Property Rights therein or thereto. To the extent Customer acquires any right, title and interest in and to the Software and the Services, including but not limited to all Intellectual Property Rights therein or thereto, except as provided above, Customer hereby assigns and agrees to assign the same to Darkhorse.

9.2 **Customer Data.** Except for the limited licenses granted in this Agreement, Customer shall own all right, title and interest in and to the Customer Data, including but not limited to all Intellectual Property Rights therein or thereto. To the extent Darkhorse acquires any right, title and interest in and to the Customer Data, including but not limited to all Intellectual Property Rights therein or thereto, except as provided above, Darkhorse hereby assigns and agrees to assign the same to Customer.

9.3 **Inventions and Improvements.** Any and all inventions and improvements which the Customer may conceive, suggest or make while receiving access to the Software or the Services, shall be the sole and exclusive property of Darkhorse. Customer hereby assigns and agrees to assign to Darkhorse all right, title and interest in and to the inventions and improvements, including but not limited all Intellectual Property Rights therein or thereto.

9.4 **Further Assurances.** The Customer shall, whenever requested by Darkhorse, execute any and all applications, assignments and other instruments which Darkhorse shall deem necessary in order to apply for and obtain letters of patent or copyrights of Canada or foreign countries for the Software, Services, inventions or improvements, and in order to assign and convey to Darkhorse the sole and exclusive right, title and interest in and to the Software, Services, inventions or improvements, including but not limited to all Intellectual Property Rights therein or thereto.

10.0 INDEMNITY

10.1 **Indemnification.** Subject to Section 10.2, Darkhorse shall defend, indemnify and hold harmless Customer from any and all claims, actions, suits, damages and expenses alleging that the Software or Services, as provided by Darkhorse, infringe or misappropriate the Intellectual Property Rights of a third party.

10.2 **Notice and Cooperation.** Darkhorse's obligations of indemnity are subject to: (i) Customer promptly notifying Darkhorse in writing for any claim of for indemnification pursuant to Section 10.1 (provided that Customer's failure to provide such notice shall relieve Darkhorse of its indemnification obligations only to the extent that such failure prejudices the Darkhorse's ability to defend the claim); (ii) providing Darkhorse with sole control of the claim, its defense and all negotiations for its settlement or compromise; and (iii) providing information and assistance reasonably necessary to permit the Darkhorse to defend the claim.

10.3 **Exceptions.** Darkhorse shall not be liable under Section 10.1 to the extent any claims results from Customer Data, modifications to the Software or Services other than by or for Darkhorse or use of the Software or Services in a manner not authorized by the Agreement.

11.0 LIMITATIONS OF LIABILITY

11.1 EXCEPT FOR OBLIGATIONS UNDER SECTION 10, OR A BREACH OF SECTIONS 2, 6.5 OR 8-10 OR AMOUNTS PAYABLE UNDER THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR: (i) ANY FORM OF INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, LOST PROFITS OR OTHER ECONOMIC LOSSES, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING TORT (INCLUDING NEGLIGENCE), CONTRACT AND BREACH OF WARRANTY, EVEN IF THE OTHER PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) DAMAGES IN EXCESS OF AMOUNTS PAID OR PAYABLE BY CUSTOMER TO DARKHOUSE IN THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE SUCH DAMAGES AROSE.

12.0 GENERAL

12.1 **Notices.** Notices and other communications sent by a party must be in writing and shall be deemed properly given if they are sent by email or prepaid courier to the other party at the respective physical address or email address set forth below:

Darkhorse Emergency Corp.

10139 81 Avenue
Edmonton, AB T6E 1W9
Canada

Attention: **Craig Hiltz, Vice President**

Email:

craig.hiltz@darkhorseemergency.com

Meridian Fire Department

33 E. Broadway Ave., Ste. 210
Meridian, ID 83642
United States

Attention: **Charlie Butterfield,
Deputy Chief**

Email: cbutterfield@meridiancity.org

or at such other addresses or email addresses as the party may advise in writing. Such notices and other communications shall be deemed to be received at the opening of business in the office of the addressee on the Business Day following transmission in the case of emails and delivery in the case of prepaid courier.

12.2 **Utilization by Other Public Agencies Clause.** The use of this contract shall be made available to other local governmental agencies and agencies established for the public benefit ("Public Agencies"). The parties agree to allow other governmental agencies to enter into separate agreements with the Contractor under the terms in effect between the Customer and the Contractor. The parties also agree that any other agency utilizing the terms of this agreement shall not be deemed to be an agent or employee of the Customer for any purpose whatsoever. The parties further agree that any Public Agency will enter its own separate contract with the Contractor.

The Customer is not otherwise responsible for the Public Agencies' performance of the Contract between the individual Public Agencies and the Contractor or for any obligation or liability accruing to the Public Agencies in the performance thereof. The Public Agencies and the Contractor further agree to waive any rights they may have in making the Customer a party to a dispute between a Public Agency and the Contractor.

12.3 **Pause Clause.** If the activity or decisions of the Customer result in significant delays to the timeline that cause Darkhorse to move their team onto another project, Darkhorse will pause the project and restart it based on Darkhorse's schedule and availability. Timelines will be adjusted accordingly.

12.4 **Independent Contractors.** The parties acknowledge that they are independent contractors and no other relationship, including partnership, joint venture, employment, franchise, master/servant or principal/agent is intended by this Agreement. Neither party shall have the right to bind or obligate the other.

12.5 **Force Majeure.** Non-performance of this Agreement (other than any failure to meet to make payments required under this Agreement) by a party shall be excused to the extent that performance by such party is rendered impractical or impossible by civil disobedience, strike, earthquake, fire, flood, governmental acts, governmental orders or governmental restrictions, shortages of supplies, or any other reason where failure to perform is beyond the reasonable control of, and not caused by negligence of, the non-performing party ("**Event of**

Force Majeure"); provided further that the non-performing party provides prompt notice of the Event of Force Majeure and its expected duration, and uses reasonable efforts to resolve such Event of Force Majeure.

12.6 **Equitable Relief.** Each party acknowledges that any breach of its obligations under this Agreement with respect to the proprietary rights or Confidential Information of the other party shall cause irreparable injury for which there are inadequate remedies at law, and therefore the other party shall be entitled to seek in any court of competent jurisdiction injunctive, preliminary or other equitable relief in addition to damages, including court costs and reasonable legal and other professional fees, to remedy any actual or threatened violations of its rights with respect to such matters.

12.7 **Amendment and Waiver.** No modification or amendment to this Agreement shall be effective unless in writing and signed by both parties. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. Any waiver shall be effective only if in writing and signed by the party waiving rights.

12.8 **Advertising.** The Customer grants Darkhorse the right to reference the services performed for the Customer and the Customer name in Darkhorse's advertising or public relations materials.

12.9 **Entire Agreement.** This Agreement, including the attached Schedules incorporated herein, contains all the terms and conditions and constitutes the entire agreement in force and effect between the parties with respect to the subject matter of this Agreement. This Agreement supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties.

12.10 **Survival.** Sections 1, 5, 6, 7.3 and 8-12 shall survive the expiration or termination of this Agreement.

12.11 **Assignment.** Customer may not assign this Agreement without the express written consent of Darkhorse, which may be withheld in its sole discretion. Darkhorse may assign this Agreement by providing written notice to the Customer. This Agreement shall be binding upon and enure to the benefit of the parties and their respective heirs, executors, legal personal representatives, successors and assigns.

12.12 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this Agreement.

12.13 **Legal Fees.** In the event any litigation is brought by either party in connection with this Agreement, the substantially prevailing party in such litigation shall be entitled to recover from the other party all the costs, reasonable legal and other professional fees reasonably incurred by such party in the litigation, and need not bring a suit to final judgment to substantially prevail.

12.14 **Headings.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

12.15 **Choice of Law and Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the Province of Alberta, other than with respect to conflict of

laws. The parties irrevocably submit and attorn to the exclusive jurisdiction of the Province of Alberta, in respect of matters arising in connection with Agreement.

12.16 **Counterparts.** This Agreement may be executed in two or more counterparts and transmitted by facsimile or electronically as a PDF (Portable Document Format) document, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same instrument.

12.17 **Electronic Signatures and Electronic Records:** Darkhorse and the Customer consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Customer in the manner specified by Darkhorse. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed effective as of the Effective Date.

Darkhorse Emergency Corp.

Meridian Fire Department

Per: _____

Per: _____

Name and Title: **Craig Hiltz, Vice President**

Name and Title: **Charlie Butterfield,
Deputy Chief**

SCHEDULE "A"

IMPLEMENTATION SERVICES

Services Provided

1. Implementation Services

- a. Clear identification of required data and collaboration with the Customer data manager to understand service-specific business rules and particulars.
- b. Initial processing and validation of Customer data using the Darkhorse Wrangler.
- c. Iterative Diagnostic and Deployment tool demos to clarify assumptions, generate discussion, and familiarize the Customer team with the software.
- d. Forecasting future incident demand and road networks based on municipalities' population and development projections.
- e. Customization of the Deployment software to the Customer's specific language to facilitate adoption and ease of .
- f. Access to our library of clear data visualizations that are easily exportable as SVG, PNG, or CSV (data table) files.
- g. Set up automated application updates from Customer data uploads to the Darkhorse SFTP server.
- h. Historical review facilitated by our Diagnostics software. This review includes call volume, drivetime, overgoal responses, and performance to Customer service standards.
- i. Diagnostic analysis facilitated by our Diagnostics software. This includes identifying the root causes of overgoal responses. The analysis is done on both a first response level and on a contingent standard for incidents where an Effective Response Force (ERF) is required.
- j. In collaboration with the Customer, the creation of several predefined station configuration scenarios.
- k. Identification of mathematically optimal station locations using specialized optimization software for the predefined scenarios and constraints.
- l. Executive summary presentation deck capturing key insights from diagnostic analysis, root cause analysis and station location recommendations

The Implementation phase will take between 10 and 12 weeks from the date full data is provided to Darkhorse.

2. Advisory Services (OPTIONAL)

Access to Darkhorse advisor(s) throughout the subscription period.

To accommodate the reality that the Customer's needs may change from year to year, Darkhorse offers two options to meet the needs of each contract year. Options can be

changed at the beginning of each contract year. Option 2 can be initiated at any point of a contract.

Option 1 - Fractional FTE: The Darkhorse team will provide access to the appropriate resource to meet the Customer's needs on a longer-term arrangement. Resources may range from a strategic advisor to a technical analyst. Engagements are typically in place for the entire year. The cost will depend on the type and fraction of resource(s) included.

Option 2 - Advisor Retainer: This is the most flexible approach if the Customer is uncertain of their needs, but Darkhorse's responsiveness will depend on the availability of the required advisor type. The Customer pre-pays for a block of 40 hours for \$10,000 and can re-purchase an equal or larger block as required. Purchased hours do not expire for the term of the contract. Annual inflation escalation of block price is based on CPI.

SCHEDULE "B"

LIST OF SUBSCRIPTION SERVICES AND CUSTOMER ENVIRONMENT

Subscription Services

Subject to the Customer's provision of the Customer Environment, Subscription Services consist of the provision of access to and use of the functionality of the following items in accordance with the Agreement, including but not limited to the Service Level Agreement:

APPLICATION	USE	PLATFORM	DATA UPDATE FREQUENCY
Darkhorse Wrangler Service	Data cleanliness and consistency for Darkhorse applications. Enables efficient analysis to answer ad-hoc analytics requests.	Darkhorse computational notebooks and standardized database	Auto updates based on client frequency requirements
Darkhorse HQ	Quick access to your most important KPIs	Web-based	Auto updates based on client frequency requirements
Darkhorse Diagnostics Module	Historical data exploratory application.	Web-based	Auto updates based on client frequency requirements
Darkhorse Deployment Module	Predictive modelling application – Station locations, resource deployment scenarios, boundary optimization.	Web-based	Annual spatial update. Annual demand set to review and updates.

The subscription start date will be the contract signing date. This date will be the anniversary of subsequent subscription years.

SCHEDULE "C"

SERVICE LEVEL AGREEMENT

ISSUE TIER AND PRIORITY	PRIORITY DEFINITION	SERVICE LEVEL
<p>Tier 1</p> <p>Any Priority</p>	<p>Tier 1 issues are those Issues that involve any loss of productive use caused by non-code factors, such as the need or loss of credentials for logging in, inaccessibility to Wi-Fi for data downloads, device-specific support</p>	<p>Support for Tier 1 Issues will be provided by a trained power user within the Customer organization. Issues that cannot be handled by Tier 1 support will be escalated to Darkhorse Tier 2 personnel.</p>
<p>Tier 2</p>	<p>Tier 2 issues are those Issues not covered or resolvable via Tier 1 support, and these include application bugs. Tier 2 support requests will originate from the designated client Tier 1 representative.</p>	
<p>Priority 1: Urgent</p>	<p>Priority 1 Issues are those defined by complete loss of productive use. Functionality is prohibited with no client-side workaround available.</p>	<p>Acknowledgement Time: Maximum of 4 hours within Business Hours from the inquiry being made by the Customer.</p> <p>Resolution Time is within 8 hours of Acknowledgement Time</p>
<p>Priority 2: Normal</p>	<p>Priority 2 are those Issues is when productive use is not impacted. Functionality is available but model outputs are not as expected or has the app has minor or cosmetic defects.</p> <p>Workarounds or configurable options are generally available.</p>	<p>Acknowledgement Time: Maximum of 8 hours within Business Hours from the inquiry being made by the Customer.</p> <p>Resolution Time will be determined on a case-by-case basis after understanding client urgency. Typically, a response is achieved within 1-3 days.</p>

SCHEDULE "D"

PRICING

A project of this size and complexity can typically be completed in 10 to 12 weeks of effort. Availability of your data and feedback is critical to maintaining this pace.

All costs exclude approved pass-through costs (i.e., travel) and applicable taxes.

The implementation phase will have three invoices:

- (1) 20% upon signing the contract
- (2) 40% after the diagnostics phase, and
- (3) 40% at the end of the implementation phase.

The annual subscription fee will be invoiced full on the first day of each subscription year.

Advisory Services are completely optional.

All amounts are in USD.

OFFER COMPONENTS: PLATFORM

Term of the Agreement	2 years
Implementation Services	
Software implementation	
Wrangler service	
HQ module	
Diagnostics module	\$60,000 one-time fee
Deployment module	
Virtual training workshops (Diagnostics & deployment)	
Data pipeline	
Software Subscription	
Unlimited users Technical support Annual invoice	
HQ, Diagnostics, Deployment modules	\$20,000 per year
Annual inflation escalation based on CPI	
Total: Year 1	\$80,000

SCHEDULE "E"
Workman's Compensation Exemption



Customer Service

Alberta

January 27, 2012

9912 - 107 Street
PO Box 2415
Edmonton AB T5J 2S5

Phone: 780-498-3999
Fax: 780-498-7999
Website: www.wcb.ab.ca
Toll Free: 1-866-922-9221

DARKHORSE ANALYTICS INC.
9007 112 ST NW
EDMONTON AB T6G 2C5

Account Number: 6595277

Dear Maciej Bukczynski:

RE: Voluntary Coverage Confirmation

Thank you for submitting your WCB-Alberta account application.

Under the Alberta Workers' Compensation Act, your industry is considered exempt. Coverage in this industry is voluntary.

If you wish to proceed with voluntary coverage, please forward your consent to our office within three business days. If your consent is received after this date, it will be considered a new application and coverage will be effective the date your consent is received in our office.

To provide your consent, you can reply via email to jane.kan@wcb.ab.ca or phone me at 780-498-3999.

For more information or to access our online services, please visit www.wcb.ab.ca.

Sincerely,

Jane Kan
Employer Account Services E2

encl.

Please help us serve you better by stating your account number on all correspondence

ED 0033 3587

1 of 1

SCHEDULE "F" CERTIFICATE OF INSURANCE Canadian Dollars



NFP Canada Corp.
#200, 17704 103rd Avenue
Edmonton, AB T5S 1J9

P 780.489.4961
F 780.486.0169
nfp.ca

CERTIFICATE OF INSURANCE

NAMED INSURED: Darkhorse Emergency Holdings, Darkhorse Emergency LP,
Darkhorse Visualization Holdings and
Darkhorse Visualization LP
10139 81 ave NW
Edmonton, AB T6E 4A4

CERTIFICATE HOLDER: Meridian Fire Department

33 E. Broadway Ave., Ste. 210
Meridian ID

83642

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies herein is subject to all the terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY		POLICY TERM (MM/DD/YYYY)		LIMITS OF LIABILITY	
	NUMBER		FROM	TO		
GENERAL LIABILITY Per Occurrence * Contingent Employers Liability * Blanket Contractual Liability * Broad Form Property Damage * Cross Liability / Severability of Interest	Certain Underwriters as arranged by Lloyd's through CFC Underwriting				Per Occurrence	\$ 5,000,000
	ESL0039644848		04/04/2023	04/04/2024	General Aggregate	\$ 5,000,000
					Products/Completed Operations Aggregate	\$ 5,000,000
					Personal Injury & Advertising Liability	\$ 5,000,000
					Non-Owned Automobile	\$ 2,000,000
					Tenants Legal Liability	\$ 500,000
					Medical Expense Any One Person	\$ 25,000
					Employers Liability	\$ 1,000,000
PROPERTY * Per Occurrence	Underwriters at Lloyds under Agreement No. B1306C500432300				Per Occurrence	
	FPBK2097		05/23/2023	05/24/2024	Contents	\$ 175,000
					Betterments	\$ 25,000
				Equipment breakdown	\$ 200,000	
TECHNOLOGY PROFESSIONAL LIABILITY	Certain Underwriters as arranged by Lloyd's through CFC Underwriting				Each Claim	\$ 2,000,000
	ESL0039644848		04/04/2023	04/04/2024	Technology Professional Aggregate	\$ 2,000,000
CYBER LIABILITY	Certain Underwriters as arranged by Lloyd's through CFC Underwriting				Limit	\$ 2,000,000
	ESL0039644848		04/04/2023	04/04/2024	Cyber Aggregate	\$ 2,000,000

ADDITIONAL INSURED/LOSS PAYABLE/LESSOR

Certificate Holder is added as Additional Insured on the CGL policy as required by written contract but only with respect to liability arising out of the operations of the Named Insured.

CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

ADDITIONAL INFORMATION

DATE: 2023-08-10

PER: 
Carly Cust - Client Manager
carly.cust@nfp.ca

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above.

SCHEDULE "G"
U.S. PAYMENT TRANSFER DETAILS

Please email the the following information to Darkhorse at AR@darkhorseanalytics.com within 2 weeks of signing the contract.

- 1) The finance department contact information (contact name, email and phone number), and;
- 2) The payment method you will be using - (a) cross-border ACH, or (b) wire.

Darkhorse Emergency is located in Canada. If using ACH payment, please confirm with your financial institution to ensure your account has this feature. **IMPORTANT: there are different ABA numbers when a US company is paying via ACH versus wire.** Both are included in the document linked below.

All payments are to be made in US dollars.



10139 81 Ave NW, Edmonton, AB T6E 1W9

US Payment Transfer Information

Financial Institution Information

Name of Bank: Royal Bank of Canada

Address: 10200 102 Ave NW-Unit D219 , Edmonton, AB, T5J 4B7

Swift Code: ROYCCAT2

Bank Number: 003

Account Number: 037494002614

Account Type: USD Chequing Account

Company Information:

Name: Darkhorse Emergency Corp.

Address: 10139 81 Ave NW, Edmonton, AB T6E 1W9

Contact Person: Chantelle Bryce

Telephone Numbers: 1-800-261-1832

Email Address: AR@darkhorseemergency.com

Intermediary/Corresponding Bank - For Wire Transfers

ABA number: 021000021

Swift Code: CHASUS33

This is a JP Morgan Chase bank and by entering this number, all the needed information should populate automatically.