

Service Schedule – “SPIDR Tech Product”

This Service Schedule No. 1 is effective as of 02/28/2024 and is made by Norman Police Department ("Customer") and Versaterm Public Safety US, Inc. ("Versaterm"). This "Service Schedule" and its schedules (if applicable) are incorporated into that certain Master Software and Services Agreement dated [date], between Customer and Supplier ("MSA"). The terms and conditions that are specific to this Service Schedule are set forth herein. In the event of a conflict between the provisions of this Service Schedule and the Master Agreement, the provisions of Section 2 a) of the MSA shall control such conflict. Capitalized terms herein will have the meanings set forth in the MSA, " or the "Definitions" as further defined below.

1. Service Schedule Information

- 1.1. Software/Subscription Service: SPIDR Tech – Insights, Investigations, & Patrol Modules
- 1.2. Authorized Users/Sworn Count: 184
- 1.3. Subscription Term: 12 Months
- 1.4. Fees:

Versaterm shall send invoices to Customer at the following e-mail address:
Lisa.Tullius@NormanOK.gov

Should invoice email address change, Customer shall promptly notify Versaterm.

Quote Line Items					
Product	Billing Type	Quantity	Sales Price	Discount (Percentage)	Total Price
Deployment and Installation: Three System Deployment	One-Time	1.00	USD 10,000.00		USD 10,000.00
Maintenance & Support	Recurring	1.00	USD 0.00		USD 0.00
SPIDR Platform: Insights Module	Recurring	184.00	USD 99.00	27.00%	USD 13,297.68
SPIDR Platform: Investigations Module	Recurring	184.00	USD 99.00	27.00%	USD 13,297.68
SPIDR Platform: Patrol Module	Recurring	184.00	USD 99.00	27.00%	USD 13,297.68
Totals					
Quote Currency	USD		Discount	22.82%	
Net Terms	Net 30		Grand Total		USD 49,893.04

The Fees indicated above may be subject to a price increase as per the MSA

2. License

- 2.1. Provision of the Service. Versaterm will provide Customer with access to Versaterm's proprietary service for the software modules specified in the Section 1 (collectively the "Service") in accordance with the terms and conditions of this Agreement. To access and

use the Service, Customer is responsible at its own expense for obtaining its own internet access, and any hardware and software required therefor.

- 2.2. Grant of Rights. Subject to the terms and conditions of the Agreement, Versaterm hereby grants to Customer a limited, non-exclusive, non-transferable right to access and use the Service, solely for Customer's purposes during the Term. All rights not expressly granted to Customer are reserved by Versaterm and its licensors. There are no implied rights.
- 2.3. Versaterm SPIDR Tech Technology. In connection with providing the Service, Versaterm and its licensors shall operate and support the hosted environment used by Versaterm to provide the Service, including the Versaterm Technology, the server hardware, disk storage, firewall protection, server operating systems, management programs, web server programs, documentation and all other technology or information so used by Versaterm. As used herein, "Versaterm SPIDR Tech Technology" means all of Versaterm's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by Versaterm in providing the Service.

3. Service Level Agreement

This Section 3 describes the levels of service that the Customer will receive from Versaterm.

- 3.1. Up-time Availability. During the Term, Versaterm's API will be operational and available to the Customer at least 99.9% of the time in any calendar month. Note that even during API downtime (for whatever reason), once the API availability is re-established, Versaterm can receive "lost" data. The platform will generate and send any messages that can still be reasonably sent. This reduces the number of messages failed even during unexpected API outages.
- 3.2. Downtime. Customer agrees that from time to time the Service may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Versaterm may undertake from time to time; or (iii) causes beyond the control of Versaterm or which are not reasonably foreseeable by Versaterm, including interruption or failure of telecommunication or digital transmission links, hostile network attacks or network congestion or other failures, or failures or issues experienced by the Hosting Contractors independent of and not related to the Service or Versaterm (collectively "Downtime"). Versaterm shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to Customer in the event of any scheduled Downtime. Versaterm shall have no obligation during performance of such operations to mirror Customer Data on any other server or to transfer Customer Data to any other server. Versaterm shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the service in connection with Downtime, whether scheduled or not.
- 3.3. Support Services
Versaterm shall establish, sufficiently staff, and maintain the organization and processes necessary to provide telephone and/or email-based technical support,

troubleshooting, error identification, isolation and remediation, and other assistance directly to the Customer and its authorized users.

Versaterm will provide the Customer with any resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Versaterm's other customers.

3.4. Response Times

Customer may raise a support issue with Versaterm – SPIDR Tech product group, by e-mailing support@spidrtech.com or phoning 877-746-8276. Versaterm shall endeavor to respond in a timely fashion.

Versaterm is deemed to have responded when it has replied to the Customer's initial request. This may be in the form of an email or telephone call, to either provide a solution, request further information, or propose an ETA for a solution.

Guaranteed initial response times depend on the priority of the item(s) affected and the severity of the issue. They are shown in the table below:

Issue Severity (see Severity Levels section, below)				
	Critical	Severe	Medium	Minor
Priority 1	Immediate, but in no event to exceed 1 hour	1 hour	2 hours	1 business day
Priority 2	1 hour	2 hours	1 business day	2 business days*
Priority 3	2 hours	1 business day	2 business days*	2 business days*

** Issues of lower priority and lower severity may be transferred to our work queue backlog for later planning and prioritization.*

Response times apply on a 24x7 basis, and after normal business hours and on holidays, as necessary to support Versaterm's obligations under the Service Schedule.

3.5. Severity levels

The severity levels shown in the table above are defined as follows:

- Critical: Complete degradation — all users and critical functions affected. Item or service completely unavailable.
- Severe: Significant degradation — a large number of users or critical functions affected.
- Medium: Limited degradation — a limited number of users or functions affected. Business processes can continue.
- Minor: Small degradation — few users or one user affected. Business processes can continue.

The following table are examples of support item types and priority levels:

Item Type	Priority
Messaging correctness (content and recipients)	1
Messaging schedule and timeliness	2
Daily survey update emails	2
Administrative interface	3

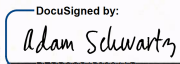
3.6. Resolution times

Versaterm will always endeavor to resolve problems as swiftly as possible. It recognizes that the Customer's operational systems and community relationships are key to its mission and that any downtime can have significant consequences. However, Versaterm is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

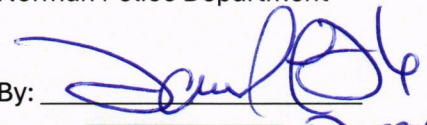
For instance, it may be possible to resolve a critical API issue in minutes, simply by restarting the affected component(s). But if a system fails due to a persistent infrastructure fault (also classed as a critical issue) it may take longer to get back up and running. In all cases, Versaterm will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Customer.

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Versaterm Public Safety US, Inc.

By:  DocuSigned by:
DFBB2C5438064AB...
Name: [name of signer] Adam Schwartz
Title: [title of signer] CRO
Date: [date] March 7, 2024

Norman Police Department

By: 
Name: [name of signer] Darrel L. Pyle
Title: [title of signer] City Manager
Date: [date] 3-4-24