

365™ SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (the "Agreement"), dated effective as of the date signed by both parties below (the "Effective Date") is between 365Labs LLC, with a principal address at 1 Smart Way, Ste. 200, Baton Rouge, LA 70810 ("365Labs") and City of Tumwater, with a principal address at 555 Israel Road SW, Tumwater, WA 98501 ("Client").

RECITALS:

- A. 365Labs has developed certain public safety software that is available to access on 365Labs' Website as a subscription service or is downloaded and installed at Client's site, as specified in the applicable 365Labs Quote, attached as Exhibit A and incorporated herein, together with other mobile apps, products, services, and materials provided by 365Labs.
- B. Client desires to license or access the Software, and 365Labs desires to provide such license or access to Client, subject to the terms and conditions of this Agreement.

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 365Labs and Client agree as follows:

AGREEMENTS:

1. Definitions.

- (a) "Confidential Information" means the Software, Client Data, either party's non-public business and technology information, trade secrets, any written materials marked as confidential and any other information which is clearly identified as confidential or proprietary at the time of disclosure. Confidential Information excludes this contract and accompanying documents, as well as information that the receiving party can document: (i) is or becomes generally available to the public without fault of the receiving party; (ii) was rightfully in the receiving party's possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it. The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with open records acts or other freedom of information laws or regulations; provided that it gives the disclosing party, if legally permissible, reasonable prior notice and an opportunity to respond or object to the disclosure.
- (b) "Client Data" means all electronic data or information input by Client and Users into the Software, including Client's data contained in Software reports, financial data, and Personal Data. Client Data does not include Usage Data, Feedback or template report forms provided to Client through the Software.
- (c) "Documentation" means 365Labs' User instructions and help materials for the Software, whether in electronic, printed or other form, as updated by 365Labs from time to time and made available through release notes.
- (d) "Feedback" means any suggestions, enhancement requests, complaints or other feedback from Client or Users relating to the Software or 365Labs' Services.
- (e) "Go-Live Date" means the date of Client's cutover to live operation of the Software.
- (f) "Malicious Code" means any virus, worm, trap door, back door, snoopware, spyware, malicious logic, Trojan horse, time bomb or other malicious software functionality that would intentionally erase or render the Software unusable or intentionally interfere with the use of the Software or a User's computer system or software.
- (g) "Mobile App(s)" means 365Labs' mobile applications that are used in connection with its primary Software product.
- (h) "Modifications" means updates, upgrades, patches, improvements, enhancements, bug fixes, additional features, and other modifications to the Software.

- (i) "Personal Data" means information that identifies a particular individual, such as name, birthdate, address, telephone number, e-mail address, government-issued identification numbers; passwords, credit and debit card numbers, financial account numbers and security codes; biometric data, and personal health information. However, if applicable law in the jurisdiction where a person resides defines personal information or data, that definition shall apply.
 - (j) "Quote" means a quote/purchase order provided by 365Labs and agreed to by Client, that sets forth products or services being purchased by Client, pricing, number of authorized Users (where applicable), and other terms.
 - (k) "Services" means technical support, Software maintenance, consulting, training, professional services, and other services offered by 365Labs to its Clients as part of or in connection with the Software, including services for which 365Labs may charge a separate fee.
 - (l) "Software" means the 365Labs software and/or Mobile Apps related to such software, as specified in the applicable Quote(s) agreed to by the parties, including Modifications. The Software will be provided to Client either through online access as part of a hosted system, onsite at Client's facility, or (in the case of the Mobile Apps) made available to download onto electronic devices used by Client's authorized Users. Except as otherwise provided in this Agreement, "Software" includes Third-Party Software provided by 365Labs as part of the Software solution.
 - (m) "Term" means the Initial Term of this Agreement together with any and all Renewal Terms, as those terms are defined in Section 7(a).
 - (n) "Third-Party Software" means any third-party applications and software, whether open source or proprietary, that are owned by entities or individuals other than 365Labs and that may be incorporated into or interoperate with the Software.
 - (o) "Users" means individual employees and personnel of Client and users of "Shared Agencies" who are authorized to use the Software, as specified in the applicable Quote(s). Subject to 365Labs' prior written approval, Users may also include consultants or contractors of Client who are using the Software solely for Client's internal business purposes, but shall not include competitors of 365Labs.
 - (p) "Website" means the applicable 365Labs website or web portal for Client, where hosted Software will be accessed by Client and its Users via a Client login, and where Mobile Apps and other Software made available by 365Labs may be made available for downloading.
2. Grant of Rights and Restrictions. During the Term, with respect to the Software specified in the applicable Quote(s) and subject to the terms and conditions of this Agreement, 365Labs grants Client a non-exclusive, non-transferable and non-sublicensable (a) right to access and use hosted Software, (b) license to install and use downloadable or onsite Software at Client's locations, and (c) in the case of Mobile Apps, a license to download and use the Mobile Apps on the electronic devices of Client's Users. Hosted Software will be hosted either on 365Labs' servers or the servers of a third party that in the business of hosting web- or cloud-based software applications. Use of the Software is subject to the following terms and limitations:
- (a) Scope of Use. Use of the Software is limited to Client's own internal business and to its authorized Users, except as set forth below.
 - (i) Affiliates and Shared Agencies. Client's rights and licenses may be shared only with affiliates or (where Client is a governmental agency or entity) other governmental agencies or entities that are specifically named in the applicable Quote ("Shared Agencies"). If Client's affiliates or Shared Agencies are using the Software pursuant to this Agreement, Client is responsible for their compliance with the terms of this Agreement unless otherwise stated in the applicable Quote.
 - (ii) Cooperative Purchasing (Piggyback) Terms. Where Client is a state or local governmental agency or entity, then, to the extent provided (if at all) by the laws of the State in which Client is located, that any public procurement unit, within or outside of such State, is permitted under applicable law to purchase services, supplies, materials, equipment, and other personal property under the terms of a contract entered into by another awarding or sponsoring public procurement unit pursuant to the process commonly known as "piggybacking," 365Labs and

Client hereby consent thereto and, to the extent permitted under applicable law, hereby extend such piggyback purchase option to other public procurement units for the products and Services that are the subject of this Agreement, as specified in the applicable Quotes between 365Labs and Client. Governmental entities wishing to use this Agreement for piggybacking purposes (the "Piggybacking Agency") will be required to enter into a separate Software License and Services Agreement and Quotes/purchase orders with 365Labs and for all fees and payments for the products and services provided to the Piggybacking Agency. Client shall not in any way be responsible or liable for any third party claims, demands, actions, or causes of actions of any kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Agreement for such piggybacking purposes.

(b) License Types.

- (i) Site License. If a Quote specifies that Client is purchasing a site or seat license, such license shall include all agencies named in the Quote, subject to a limitation of 20% growth in agency size (based on the total number of Users or other applicable licensing metric) from the date of the Quote. Additional fees will be assessed for growth beyond 20%.
 - (ii) User Licenses. If a Quote indicates that Client is purchasing User licenses, unless a different license model is specified in the Quote, such licenses are based on the total number of Users that may be granted login rights to the Software, and such number will be specified in the Quote. Additional User licenses may be purchased upon request and will require a new Quote.
 - (iii) Free Software. If a free evaluation or trial of any Software is specified in the Quote or otherwise agreed to by the parties, or if 365Labs provides any other Software to Client free of charge (e.g., scripts that enable Client installation; code that enables Client to monitor its use of the Software) (collectively, "Free Software"), then such Free Software is provided "AS IS" WITHOUT ANY WARRANTIES OR INDEMNITIES OF ANY KIND, NOTWITHSTANDING SECTIONS 11 AND 12, AND 365LABS WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, CONSEQUENTIAL, OR OTHERWISE, ARISING OUT OF CLIENT'S USE OF THE FREE SOFTWARE. If Client purchases a subscription or license to evaluation Software at the end of the trial period, the standard terms of this Agreement will apply to such Software thereafter. ANY DATA THAT CLIENT ENTERS INTO EVALUATION SOFTWARE DURING THE FREE TRIAL PERIOD MAY BE TEMPORARY ONLY. If Client does not purchase a paid subscription or license to the evaluation Software upon completion of the trial period, 365Labs may purge and delete the Client Data entered into the evaluation Software any time after expiration of the trial period. 365Labs may use Client's trial period data for the purposes specified in Section 5(c). 365Labs will make evaluation Software available to Client on a trial basis, free of charge, until the earlier of (a) the end of the agreed free trial period, or (b) the start date of any purchased subscription or license to such Software by Client. 365Labs may terminate license or access rights to other Free Software at any time in its sole discretion, upon notice to Client. Client may not transfer Free Software to or share it with anyone else.
- (c) Modifications. Client acknowledges and agrees that the Software, Documentation and other materials that may be made available by 365Labs may be updated and changed from time to time with Modifications, in 365Labs' sole discretion.
- (d) Restrictions. Client will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, algorithms, programming methods or Confidential Information from the Software. Client will not modify or create derivative works of the Software or use it in order to build a competitive product or service, or copy any features, functions or graphics of the Software or Website. Client shall not remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by 365Labs on or in the Software or its Documentation. Client and its Users will use the Software only as permitted by applicable laws and regulations. Client is responsible for all activities conducted under its Users' Software accounts and passwords, and for ensuring that its Users comply with the applicable terms and limitations in this Agreement.
- (e) Third-Party Software. Any open source components of the Software are subject to the applicable third-party license or subscription terms; 365Labs will use reasonable efforts to provide a list of such open source components and license terms to Client upon request. Other Third-Party Software that is embedded in the Software, or is provided by 365Labs as an integrated part of the

Software, is provided by 365Labs to Client pursuant to the applicable terms of this Agreement, unless a separate third-party license or subscription agreement for such Third-Party Software is provided to Client in advance. Third-Party Software is authorized only for use in connection with the Software, unless otherwise permitted under an open source license.

- (f) Monitoring/Audits. 365Labs may monitor use of hosted Software and Mobile Apps for compliance with the terms of this Agreement. 365Labs or its designated auditor may inspect Client's premises, use of the Software, and its books and records, upon reasonable prior notice to Client, during Client's normal business hours and subject to Client's facility and security regulations. 365Labs is responsible for the payment of all expenses and costs of such audits. Any information obtained by 365Labs and the auditor will be kept in strict confidence and used solely for the purpose of verifying Client's compliance with the terms of this Agreement.

3. Other Services and System Components.

- (a) Technical Support and Service Levels. 365Labs will provide Client with technical support and maintenance Services as set forth in Schedule A, including service levels as described in Schedule A. 365Labs may reasonably update its support and maintenance terms from time to time, upon notice to Client.
- (b) Professional Services. Subject to the written Statement of Work ("SOW") attached as Attachment B, and incorporated herein, , Client may purchase training, consulting services, or other professional Services from 365Labs. All such Services are subject to the terms and conditions set forth in such SOW or Quote as well as the terms and limitations of this Agreement, to the extent not conflicting with such SOW or Quote.
- (c) Hardware and Third-Party Software and Services. Client agrees to purchase from 365Labs the Third-Party Software licenses or subscriptions and the hardware identified in a Quote agreed to by the parties. 365Labs does not itself warrant third-party products or services but agrees to pass through to Client any warranties provided by the third party providers, to the extent permitted. Upon Client's request, 365Labs will reasonably assist Client in addressing issues with such third-party providers or referring Client to a third party with expertise regarding the product.

4. Client Responsibilities.

- (a) Account Security and Limitations. Client acknowledges and agrees that it is responsible for managing its organization's security environment and security profile, including without limitation security configurations, system access, and security privileges. Client will maintain commercially reasonable administrative, physical, and technical safeguards and standards for its Users' use of the Software and the security of the Software and Users' passwords. Client agrees it and its Users shall securely manage their respective password(s) for access to the Software. Client will promptly notify 365Labs if it becomes aware of any unauthorized access or use of the Software or any unauthorized use or disclosure of Users' passwords or accounts. A single username and password may not be used by more than one User. Users may log in and use the Software only from a single location at any given time.
- (b) Client Administrator. Client will designate one or more system administrators (the "Client Administrator") to manage the Software system for Client, provide first-line support to Users, and act as Client's primary technical contact and liaison with 365Labs. The Client Administrator must attend training and be certified as reasonably required by 365Labs, and be qualified to operate the Software on Client's equipment. Client may replace its Client Administrators upon written notice to 365Labs, provided that the new Client Administrator must receive the required 365Labs training. Client will be charged additional fees for any training for Client's Users beyond the initial training provided as part of 365Labs' implementation Services.
- (c) Client Administrator and Support Contact Requirements
 - i. Certification. Client's designated Client Administrator(s) must be certified by 365Labs within one (1) year of the date of Client's cutover to live operation of the Software ("Go-Live Date"). The designated Client Administrator(s) must meet the following requirements in order to certify at the basic level:

- Attend, participate in, and successfully pass the final written and practical examinations of Client Administrator courses.
 - ii. Client Administrator Training Costs. Client will be responsible for the costs of such training including any course fees, travel, and lodging expenses.
 - iii. Client and Support Contact Information. Contact Information for Client Administrator(s) and other authorized support contacts must be provided by Client to 365Labs' technical services department. Any changes to the Client Administrator(s) and support contacts names and contact information must be promptly provided to 365Labs' technical services department.
 - iv. Qualifications. Each designated Client Administrator and Client support contact must be qualified to address, or have other support resources to address, without the aid of 365Labs, all problems relating to hardware, software, or operating system not directly associated with the Software.
- (d) Implementation. Client will actively assist with implementation of the Software, including by assigning personnel with the required skills and authority to perform the applicable tasks effectively and providing all information and assistance reasonably requested by 365Labs.
- (e) Hardware and Additional System Components. Client will provide hardware, an operating system, browser software and other system components for use with the Software that meet 365Labs' technical specifications, as set forth in a SOW or other technical requirements documentation provided to Client, except where the parties have agreed in a Quote that 365Labs will provide such components. Client will also maintain a stable, high-speed Internet connection and remote connectivity.
- (f) Client Data. Client is solely responsible for the accuracy, completeness, and integrity of all Client Data input into the Software or otherwise provided to 365Labs, and for obtaining any necessary consents or authorizations for use of such Client Data as contemplated by this Agreement. Client Data to be imported into the Software by 365Labs must be provided by Client in a digital form that complies with 365Labs' written requirements. It is solely Client's responsibility to assure and confirm that the initial importing of the Client Data into the Software's database by 365Labs has been properly performed. After the initial setup, it is Client's sole responsibility to add further input and modifications to the Client Data in Client's database in the Software. Client is also solely responsible for the accuracy of any and all reports, displays and/or uses of Client Data, whether or not 365Labs assisted Client with the development or construction of such reports and displays and other uses of the Client Data.
- (g) Email. Client shall maintain an active e-mail account for correspondence with 365Labs.
- (h) Required Certifications. Client is responsible for maintaining the required certifications for access to Client's state CJIS system, NCIC and/or other local state, federal and/or applicable systems.
- (i) Firewall. Client is responsible for proper firewall maintenance allowing data to move from Client's on-premises data-contributing system to the Software.
5. Ownership.
- (a) 365Labs Ownership. 365Labs owns and retains all right, title and interest in and to the Software and Documentation, text, graphics, logos and images, 365Labs' trademarks and service marks, the Website and its contents, any custom developments, Modifications, training and other written or electronic documents and materials produced by 365Labs that relate to the Software, and all intellectual property rights in the foregoing. The Software and any other materials made available to Client by 365Labs may be used by Client and Users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved to 365Labs. Neither this Agreement nor any other agreement between the parties changes ownership of any pre-existing software or other materials.
- (b) Client Ownership. As between the parties, Client owns and shall retain all right, title and interest in and to all Client Data, as well as the contents of any reports or forms generated by the Software that are specific to Client. 365Labs has the right to use, process and disclose Client Data as

necessary to provide the Services to Client, to comply with legal obligations, and exercise its legal rights.

- (c) Usage Data. The Software tracks metadata and other statistical and usage data related to Client's and Users' use of the Software ("Usage Data") and provides such data to 365Labs. 365Labs shall own such Usage Data, provided that any Client Data used in creating the Usage Data is included only in aggregated and/or anonymized form so that it is not identifiable as to Client or any individual person. 365Labs may collect, aggregate, use, distribute and sell such Usage Data for any legal purpose, including without limitation for the purposes of providing services and improving the Software and 365Labs' products and services generally.
- (d) Feedback. 365Labs shall have a royalty-free, worldwide, irrevocable, perpetual license to use Feedback and incorporate it into 365Labs' software, products and services. 365Labs shall exclusively own all right, title and interest in and to any software and intellectual property developed or delivered to Client in the performance of this Agreement, regardless of whether it is based on or incorporates any Feedback, subject to the rights granted herein to Client.

6. Fees.

- (a) Fees. The prices and fees payable by Client (collectively, the "Fees") are set forth in the applicable Quote(s).
- (b) Payment will be made in accordance with the Payment Milestones listed in the Statement of Work.
- (c) Past Due Amounts. If any amounts owed by Client are thirty (30) or more days overdue, 365Labs may, without limiting its other rights and remedies: (i) charge interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less, on the past due amounts; (ii) terminate this Agreement under Section 7(b), and/or (iii) suspend Client's and its Users' access to the Software until such amounts are paid in full, as set forth in Section 7(d). Client shall also be liable for all costs of collection, including reasonable attorney's fees, whether or not a suit is instituted.
- (d) Disputed Amounts. Client will not withhold any undisputed portion of any amounts payable hereunder but may withhold disputed amounts upon written notice of a dispute. Unless Client provides 365Labs such notice, including the basis for such dispute, regarding the amounts due hereunder within sixty (60) days after the date of the invoice on which such amounts appear, the invoice will be deemed approved by Client and the right to dispute any such amounts invoiced will be deemed waived.
- (e) Taxes. Client is responsible for any applicable sales, use or other taxes or duties associated with this Agreement, other than taxes on 365Labs' net income. If Client is a tax-exempt entity, Client must provide a tax-exemption certificate to 365Labs.
- (f) Other. All amounts paid under this Agreement are payable in U.S. dollars. All payments are non-refundable, other than as expressly set forth in this Agreement.

7. Term and Termination; Suspension.

- (a) Term. This Agreement will commence on the Effective Date and will continue for the initial term of five (5) years from the Go-Live Date (the "Initial Term"), subject to prior termination as set forth below. At the end of the Initial Term, this Agreement will automatically renew for additional twelve (12) month renewal terms (each a "Renewal Term") at 365Labs' then-current rates or as otherwise agreed in writing by the parties, subject to termination as set forth below. Either party may give the other party written notice of non-renewal of this Agreement at least ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Term.
- (b) Termination for Cause. Either party will have the right to terminate this Agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all of its normal business affairs.
- (c) Effect of Termination. Upon final termination of this Agreement, Client will no longer have the right or license to access or use any Software. Client will promptly pay all outstanding amounts owed to 365Labs as of the date of termination. In case of an early termination of this Agreement, other

than for a material breach by 365Labs, regardless of the reason. For hosted Software, Client may request a copy of its Client Data from 365Labs no later than thirty (30) days after the date of termination, provided that all outstanding amounts have been paid; after such date, Client Data may be purged from 365Labs' cloud servers. Each party will promptly return to the other party all Confidential Information of the other party and delete any copies of such information or materials from its systems and files.

- (d) Suspension of Software Access. 365Labs may suspend Client's and its Users' access to Software if Client is in material breach of this Agreement, including any non-payment of fees, subject to fifteen (15) days' prior written notice and opportunity to cure such breach. 365Labs may also immediately suspend Client's or a User's access to the Software without prior notice if continued use creates a substantial risk to the security or integrity of the Software system or may result in material harm to the Software, 365Labs, or other Clients of 365Labs, in which case 365Labs will promptly notify Client of the suspension. 365Labs will limit the suspension in time and scope as reasonably necessary under the circumstances. 365Labs shall have the right to monitor use of the Software to verify compliance with the Agreement.

8. Confidential Information.

- (a) General Confidentiality Obligations. The receiving party of Confidential Information (i) shall not disclose Confidential Information or any information derived therefrom to any person, other than employees and independent contractors with a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose, except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection. Confidentiality obligations shall survive any termination of this Agreement and are consistent with and subject to Washington State Public Records Act laws and regulations.

- (b) Beta and Pre-Release Software. If 365Labs provides any beta or pre-release software (the "Pre-Release Software") to Client and its Users for evaluation and use, then, in consideration of the grant of rights to use such Pre-Release Software, Client agrees as follows:

- (i) The Pre-Release Software, including its planned release date, new or unique features, any problems or errors with the Pre-Release Software, and benchmark test results, is highly confidential to 365Labs and has not yet been made available to Clients on a commercial basis. Without limiting the confidentiality obligations set forth above in Section 8(a), Client agrees that it and its Users will maintain strict confidentiality with respect to the Pre-Release Software, including by not distributing or sharing the Pre-Release Software with any person, agency or entity not specifically authorized by 365Labs in writing, or allowing any unauthorized person to view or use the Pre-Release Software.
- (ii) Client and its Users will provide Feedback relating to the Pre-Release Software as reasonably requested by 365Labs. 365Labs will solely own the intellectual property rights to such Feedback and any resulting modifications to the Pre-Release Software. Client agrees to execute any documents or take any actions as may reasonably be necessary, or as 365Labs may reasonably request, to give 365Labs full ownership of the Pre-Release Software, including Feedback.
- (iii) Client understands that the Pre-Release Software is at a testing stage and, therefore, that the Pre-Release Software and all related materials provided by 365Labs to Client are provided "AS IS." Pre-Release Software is not covered by 365Labs' warranties or indemnities set forth in this Agreement.
- (iv) Except as set forth above, the Pre-Release Software is subject to all other terms and conditions of this Agreement that apply to the Software.

9. Use and Security of Personal Data. 365Labs will collect and maintain all Personal Data of individuals contained in the Client Data in compliance with applicable data privacy and protection laws, statutes, and regulations. 365Labs agrees to maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data, including

Personal Data. Please refer to 365Labs' attached Privacy Policy, Attachment C, incorporated herein, which informs users of 365Labs' policies and practices related to collection, storage, processing, destruction, and other use of Personal Data.

10. Client's Warranties. Client represents and warrants to 365Labs that:

- (a) Client has full power and authority to enter into this Agreement and make the agreements specified herein.
- (b) Client Data will not violate any person's right of privacy or copyright, trademark, or other intellectual property rights, and Client and its Users will not transmit any such materials to 365Labs. Client warrants that it has all necessary rights and consents required to upload all Client Data, including Personal Data, into the Software or otherwise provide such Client Data to 365Labs.

11. 365Labs Warranties and Disclaimers.

(a) 365Labs Warranties. 365Labs warrants to Client as follows:

- (i) 365Labs has full power and authority to enter into this Agreement and make the agreements specified herein.
- (ii) 365Labs warrants that the Software, when used properly and in accordance with its Documentation and this Agreement, will comply in all material respects with its Documentation. The period of this warranty will be ninety (90) days from the download or installation date for downloaded or locally-installed Software, and from the Go-Live Date through the remainder of the Term of this Agreement for hosted Software.
- (iii) 365Labs will use commercially reasonable, industry-standard efforts and means to keep Malicious Code out of the Software.

- (b) Exclusions. 365Labs' warranties exclude non-performance issues that result from (i) modification of the Software by Client or any person or entity other than 365Labs; (ii) defects or problems that are outside the reasonable control of 365Labs, including defects or damage resulting from use of the Software in other than its normal and authorized manner; or (iii) Client's or its Users' failure to comply with due standards of care. Client will reimburse 365Labs for its reasonable time and expenses for any services provided at Client's request to remedy excluded non-performance issues.

Project Management, Implementation, and Training services are included in the proposed solution pricing. For additional services required for change orders and/or after implementation is complete, below is a breakdown of positions and billable rates, as of the contract execution date, which are subject to change.

Personnel	Hourly Billable Rate	Minimum Billable Hours
Training	\$175	2
Application Programmer	\$175	4
Designer	\$175	4
Implementation	\$175	4
Senior Programmer	\$195	4
Project Manager	\$195	4
Data Conversion Engineer	\$195	4
Project Lead	\$250	4

- (c) Remedies. In the event of a breach of any of the above warranties, Client shall contact 365Labs' designated support personnel within thirty (30) days of Client's discovery of the breach or defect in the Software. Client's sole and exclusive remedies and 365Labs' entire liability for breach of this

warranty will be: (i) at 365Labs' option, to repair any material, reproducible deficient functionality of the Software, or to replace such defective functionality with reasonably equivalent functionality; or (b) if 365Labs is unable or fails to cure the warranty breach within a reasonable time, 365Labs or Client may terminate this Agreement upon fifteen (15) days' prior written notice. Any such termination by Client must occur within three months of the initial occurrence of the warranty breach.

- (d) Limitation of Warranties. **Except as expressly set forth herein or agreed in writing by an authorized official of 365Labs, the Software, Documentation, Website and all Services are provided "AS IS". Open source copyright holders have no liability to Client for any reason. 365LABS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, whether arising by law, by reason of custom or usage of trade, or by course of dealing. 365Labs does not warrant that the Software or its Services are error-free. Hardware, Third-Party Software, and hosting services are covered only by the manufacturers or third-party software or service provider's warranty or service level agreement (SLA). Warranties are not transferable to a third party, other than in connection with assignment of this entire Agreement under Section 15.**

12. Indemnification.

- (a) Infringement Indemnity. 365Labs shall defend or settle at its option and expense any third-party claim, proceeding or legal action brought against Client (a "Claim") alleging that the Software infringes a U.S. registered patent, copyright, or trademark or misappropriates a trade secret. 365Labs shall have no liability for any infringement Claim to the extent such Claim is based on: (1) modification of the Software other than by 365Labs; (2) any open source or other third-party software or component; or (3) the combination, operation or use of the Software with any software, hardware or other materials not furnished by 365Labs. In the event of an infringement Claim, 365Labs may at its option and expense: (a) replace or modify the Software so that it becomes non-infringing; or (b) procure for Client the right to continue using the Software. If neither of these alternatives is reasonably available, 365Labs may terminate this Agreement and refund to Client any prepaid fees for the period after termination. This Section 12(a) states the entire extent of the liability and obligations of 365Labs with respect to any alleged infringement or misappropriation of intellectual property rights.
- (b) General Indemnity. 365Labs will defend Client against any and all Claims arising from any personal injuries, death, or damages to tangible property to the extent caused by the negligence or willful misconduct of 365Labs, its agents or employees, and 365Labs will pay any final judgment or amounts agreed in settlement by 365Labs. The foregoing excludes any claims related to the functionality or use of, or bugs or errors in, the Software, which shall be governed solely by the warranty and support terms of this Agreement. However, 365Labs is not obligated to indemnify Client to the extent any liability or damages arises out of the negligence or intentional misconduct of Client, its employees or agents. In the case of shared fault, 365Labs will be responsible for and indemnify Client for 365Labs' proportionate fault.
- (c) Indemnification Procedure. When an indemnifiable Claim is made against Client, Client shall promptly notify 365Labs of such Claim, grant 365Labs sole control of the defense and all related settlement negotiations, and provide 365Labs with the assistance, information and authority reasonably necessary to defend against the Claim, at 365Labs' expense. 365Labs will pay any costs or damages finally awarded against Client that are attributable to an indemnifiable Claim, or any amounts agreed by 365Labs in settlement of the Claim. Client may, at its option and expense, be represented by separate counsel in any such action.

13. Limitations of Liability. **IN NO EVENT SHALL 365LABS OR ITS LICENSORS BE LIABLE FOR LOST PROFITS, LOSS OF DATA, INTERRUPTIONS OF BUSINESS, OR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, INCLUDING WHERE SUCH TYPES OF DAMAGES RELATE TO THE ACCIDENTAL OR UNLAWFUL DESTRUCTION, LOSS, ALTERATION, UNAUTHORIZED DISCLOSURE OF, OR ACCESS TO PERSONAL DATA TRANSMITTED, STORED OR OTHERWISE PROCESSED, REGARDLESS OF WHETHER SUCH PARTY HAS NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY). 365Labs' AND ITS LICENSORS' TOTAL AGGREGATE LIABILITY FOR**

ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CLIENT FOR THE APPLICABLE SOFTWARE OR SERVICES TO 365LABS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. The fees for the Software reflect this allocation of risk and limitations of liability. These limitations form an essential basis of the bargain between the parties, and shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.

14. Publicity.

(a) Any press releases or other public statement regarding this Agreement may be made only with the other party's consent, which shall not be unreasonably withheld, except that a party may make public disclosures to the extent required by law, and 365Labs is permitted to include Client's name on Client lists that may be posted on 365Labs' Website or provided to potential Clients and other third parties.

15. Assignment. Client may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without prior written consent of the other party, which may not be unreasonably withheld. 365Labs may assign this Agreement to a successor in interest with 30 days prior notice to Client. During that time, Client may choose to terminate this Agreement within 30 days of notice with no further obligations. 365Labs may also subcontract its obligations under this Agreement, provided that 365Labs shall remain primarily liable for the performance of all of its subcontracted obligations.

16. General.

(a) Entire Agreement; Amendment. This Agreement, including the attached schedules and any related 365Labs Quotes, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or oral agreements or understandings with respect thereto. Any preprinted terms in a purchase order submitted by Client to 365Labs are expressly agreed to be of no force or effect. This Agreement may not be amended except by a writing signed by authorized representatives of both parties.

(b) No Waiver. Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

(c) Choice of Law. This Agreement shall be construed in accordance with the laws of the State where Client has its primary place of business, excluding conflicts of laws provisions.

(d) Severability. If any provision of this Agreement is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.

(e) Export Compliance. Client may not use, export or re-export any of the Software's data, software, content or materials in any form in connection with this Agreement in violation of U.S. export laws and regulations, or without first obtaining the appropriate United States and foreign government authorizations.

(f) Notices. All notices required under this Agreement will be in writing and will be delivered personally, mailed by registered or certified mail with return receipt requested, sent by commercial overnight delivery service with provisions for a receipt, or sent by e-mail. Notices shall be sent to the receiving party set forth below or to such other person or address that a party may specify by written notice. Notices shall be presumed to have been received by the other party (i) upon receipt if sent by hand delivery, registered or certified mail, or delivery service; or (ii) upon transmission if sent by email, provided that receipt is confirmed by non-automated means.

To Client: City of Tumwater
Address: 555 Israel Road SW, Tumwater, WA 98501
Attention: Laura Wohl
Email: lwohl@ci.tumwater.wa.us

To 365Labs:
1 Smart Way, Ste. 200
Baton Rouge, LA 70810
Email: Contracts@365labs.com

- (g) Independent Contractors. The parties are independent contractors. Client is not an agent of 365Labs and will not represent to any third party that it is an employee or agent of 365Labs. Client shall have no authority to enter into any contract on behalf of 365Labs. 365Labs is not an agent of Client and will not represent to any third party that it is an employee or agent of Client. 365Labs shall have no authority to enter into any contract on behalf of Client.
- (h) Injunctive Relief. Each party acknowledges that the other party's intellectual property and Confidential Information is highly valuable to the other party, that any breach of such party's obligations with respect to confidentiality and/or use of the other party's intellectual property, including any breach by Client of any restrictions on use of the Software or the scope of the rights granted by 365Labs herein, may severely damage the other party, the extent of which damage would be difficult to ascertain and, therefore, that the other party is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, to the extent permitted by law.
- (i) Force Majeure. A party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. The affected party shall resume performance as soon as is reasonably feasible.
- (j) Electronic Signatures and Delivery; Signature Authority. This Agreement and any other documents to be delivered in connection herewith may be electronically signed and delivered. Any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. The person accepting this Agreement and any related purchase orders on behalf of Client represents that he or she has the authority to bind Client to this Agreement.

AGREED AND ACCEPTED:

City of Tumwater (Client)

365Labs, LLC:

By: _____
Debbie Sullivan, Mayor

By: _____
Joe Lunt, EVP/CRO

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Melody Valiant, City Clerk

By: _____
Karen Kirkpatrick, City Attorney

Date: _____

Date: _____

SCHEDULE A

TECHNICAL SUPPORT AND SERVICE LEVELS

This Schedule describes the terms and conditions relating to technical support and service levels that 365Labs will provide to Client during the Term of the Agreement.

Product Updates

From time to time, 365Labs may develop Software enhancements and permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Client is receiving technical support from 365Labs after the general release date for an Update, 365Labs will provide the Client with the Update and related Documentation.

Technical Support Services

Telephone Assistance. Client will be given the telephone number for 365Labs' support line and will be entitled to contact the support line during 365Labs' normal operating hours, (between 8:00 a.m. and 6:00 p.m. Central Time) on regular business days, excluding 365Labs holidays, to consult with 365Labs technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may be provided via remote connectivity, modem, or electronic bulletin board.

Critical Priority Telephone Assistance after Normal Client Service Hours. After Normal 365Labs Client Service Hours, emergency support for the Software will be provided through our emergency paging service. When connected to this service, the person calling shall provide his or her name, Client name, a call-back number where the Client Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a **Critical Priority Problem**).

Website Support. Online support resources are available 24 hours per day, offering Client the ability to resolve its own problems with access to 365Labs' most current information. The Client representative will need to enter the designated username and password to gain access to the technical support areas on 365Labs' website. 365Labs' technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

Email Support. Client may email Error reports and requests to 365Labs' technical support organization at Support@365Labs.com.

Software Problem Reporting. Client may submit requests to 365Labs identifying actual or potential problems in the Software. Requests should be in writing and directed to 365Labs by e-mail or through 365Labs' Support website. 365Labs retains the right to determine in its sole discretion the final disposition of all requests, and will inform Client of the disposition of each request. If 365Labs decides to act upon a request, it will provide a bug fix when available, as described above. Errors must be reproducible by 365Labs, using reasonable efforts.

Scheduled Maintenance. The Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of Updates, operating system updates/patches and updates to other third-party applications as needed. Clients are notified of maintenance periods via an email message.

365Labs Service Commitment for Hosted Software

Provided that Client remains current on payment of its subscription fees and provides equipment and remote connectivity that meet 365Labs' recommended specifications, 365Labs shall:

- Maintain the services necessary for hosting infrastructure as applicable, which includes OS updates, third-party software updates, and hardware upgrades.
- Provide product version updates within thirty (30) days of general availability for applicable Cloud operations.

- Perform daily backups of Cloud application files.
- Perform multiple daily database backups of Cloud application files.

Exclusions from Technical Support Services

365Labs shall have no support obligations with respect to any third-party hardware or software product that was not provided by 365Labs and is not part of 365Labs' technical specifications ("Nonqualified Product"). If 365Labs provides support services for a problem caused by a Nonqualified Product, or if 365Labs' service efforts are increased as a result of a Nonqualified Product, 365Labs will charge time and materials for extra service at its current rates for custom software services. If, in 365Labs' opinion, performance of technical support is made more difficult or impaired because of a Nonqualified Product, 365Labs shall so notify Client, and Client will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render technical support under this Agreement. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

Client Responsibilities

In connection with 365Labs' provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 1) Provide hardware, operating system, and browser software that meets 365Labs' technical specifications, as well as a fast, stable, high-speed connection and remote connectivity.
- 2) Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to 365Labs are not due to hardware malfunction;
- 3) Maintain the designated computer system at the latest code revision level deemed necessary by 365Labs for proper operation of the Software;
- 4) Maintain backup data of Client-hosted on-premise Software per Client's reasonable back-up policy unless otherwise contracted with 365Labs for cloud-hosted backups;
- 5) Supply 365Labs with access to, and use of, all information and facilities determined to be necessary by 365Labs to render the technical support described herein;
- 6) Perform any test or procedures recommended by 365Labs for the purpose of identifying and/or resolving any problems;
- 7) At all times follow routine operator procedures as specified in the Documentation or any policies of 365Labs posted on the 365Labs Website;
- 8) Remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information, other than 365Labs' confidentiality obligations with respect to Client Information as set forth in Section 8 of the Agreement; and
- 9) Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance from 365Labs.

Security

- 1) 365Labs maintains a security program for securely managing access to Client Data, particularly CJIS information. This includes 1) a pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. 365Labs will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).
- 2) If required by the Client, 365Labs will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the 365Labs staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse 365Labs for the

cost of 365Labs Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable 365Labs Offices. This provision will apply during the Term of this Agreement.

Error Reporting

When reporting a material failure of the Software to perform substantially in conformance with the Documentation (an "Error"), Client shall use the phone number, email address, or 365Labs' Client Help Desk Online Support URL identified in the Documentation (or otherwise provided to Client by 365Labs from time to time, including by email) during the hours of support set forth in this Schedule. Users with support issues must consult with the Client Administrator, who is to provide first-line support, prior to submitting a support request to 365Labs. As defined in Section 4(b), Client Administrator submitting support requests must be reasonably trained in the use and functionality of the Services and familiar with the Documentation and, before submitting a support request to 365Labs hereunder, must use reasonable efforts to ensure that a perceived Error is not due to a problem with Client's (or its other third-party providers') equipment, systems, software or connectivity or due to improper, non-conforming or unauthorized use of the Software by or on behalf of Client. Client will include with each support request: (i) Client's initial assessment of the Response Priority as described below (including a specific description of the Error) and the approximate percentage of Client's Users impacted; (ii) sufficient information to enable 365Labs to identify and replicate the Error; and (iii) contact information for Client personnel familiar with the Error who will be available to 365Labs to assist with resolution of the Error on an ongoing basis until the Error is resolved.

Response Priority Determination

365Labs shall validate Client's Response Priority designation or notify Client of a proposed change in the Response Priority designation to a higher or lower level with justification for the change. In the event of a disagreement regarding the appropriate Response Priority designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the 365Labs Response Priority designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

Response, Resolution and Updates

Upon notification by Client of an Error in accordance with this Schedule and subject to 365Labs' identification and replication of the Error, 365Labs will respond to each case in accordance with this Schedule and will use commercially reasonable efforts to promptly resolve each case employing the level of effort ("Level of Effort") designated in the list set forth below. Response time is the period from the time the Error was logged with the 365Labs Client Help Desk until 365Labs responds to Client and/or escalates within 365Labs, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution to the issue.

The following relates to Software Errors covered by this Agreement and Schedule. Errors and problems that result from or are secondary to non-covered causes – such as hardware, network, and third-party products – are not included in this priority list and are outside the scope of this Schedule.

Response Priority P0:

- Definition: A Response Priority P0 is an Error that results in the inoperability or substantial impairment of a core Software function or feature for the majority of Client's Users, where there is no feasible workaround. Examples include: Users cannot access the Application; CAD units cannot be dispatched; reports cannot be created.
- 365Labs Response Commitment: 365Labs will respond within 30 minutes on a 24/7 basis.
- Resolution: 365Labs will work to resolve the problem until the Software is returned to normal operation. Client will be notified of status changes.
- Credit: 365Labs will credit Client \$250 per day after the initial 24 hours.

- Escalation: If the problem has not been resolved within 1 hour, 365Labs will escalate the problem within the 365Labs organization. The escalated problem will have higher priority than ongoing support, development, or operations initiatives.
- Client Response Commitment: Client shall remain accessible by phone for troubleshooting from the time a P0 issue is logged until such time as it is resolved.

Response Priority P1:

- Definition: A Response Priority P1 is an Error that results in the inoperability or substantial impairment of a critical Software function or feature for the majority of Client's Users, where there is no feasible workaround. Examples include: significant lagging/slowness that materially affects Client's productive use of the Software; inability to process persons in custody; inability to export reports or cases for same or next day court deadlines; inability to submit reports.
- 365Labs Response Commitment: 365Labs will respond within 1 hour during its normal business hours (8:00 a.m. – 6:00 p.m. CT) and those same hours on weekends.
- Resolution: 365Labs will work to resolve the problem until the Service is returned to normal operation. Client will be notified of status changes.
- Escalation: If the problem has not been resolved within 4 hours, 365Labs will escalate the problem within the 365Labs organization. The escalated problem will have higher priority than ongoing support, development, or operations initiatives.
- Client Response Commitment: Client shall remain accessible by phone for troubleshooting from the time a P1 issue is logged until such time as it is resolved.

Response Priority P2:

- Definition: A Response Priority P2 is a non-P0 or -P1 Error that results in inoperability or substantial impairment of non-critical but material Software functions or features for the majority of Client's Users, where there is no feasible workaround. Examples include: inaccurate search results; inability to create new Users in the Software.
- 365Labs Response Commitment: 365Labs will respond within 2 business days.
- Resolution: If resolution requires a 365Labs bug fix, 365Labs will add the bug fix to its development queue for a future Update within 60 days. Client will be notified of status changes.
- Escalation: Client may request that 365Labs escalate the problem to the appropriate person or level within the 365Labs organization.
- Client Response Commitment: Client will respond to 365Labs' requests for additional information and implement recommended solutions in a timely manner.

Response Priority P3:

- Definition: A Response Priority P3 is any non-P0, -P1 or -P2 Error, and Errors for which a reasonable workaround is available or where the Error does not block workflows. Examples include: formatting or font spacing Errors; entity is not clickable.
- 365Labs Response Commitment: 365Labs will respond within 3 business days.
- Resolution: If resolution requires a 365Labs bug fix, 365Labs will add the bug fix to its development queue for a future Update and, where appropriate, suggest a potential workaround until the problem is resolved in a future Update. Client will be notified of status changes.
- Escalation: Client may request that 365Labs escalate the problem to the appropriate person or level within the 365Labs organization.
- Client Response Commitment: Client will respond to 365Labs requests for additional information and implement recommended solutions in a timely manner.

Client's Additional Obligations

365Labs' provision of the support services described in this Attachment is subject to Client cooperating fully and on a timely basis with reasonable requests of 365Labs for accurate information and prompt access to Client personnel with sufficient availability and knowledge to enable 365Labs to provide the support services, including accurate information and assistance reasonably required to detect, replicate, and correct Errors. In the event 365Labs' response, resolution or update times are negatively impacted by delayed responses by Client personnel or Client's failure to otherwise comply with its obligations under this Schedule, timeframes will be extended accordingly.

Service Levels for Hosted Software.

365Labs shall provide the cloud-based Software hosted by 365Labs' hosting service provider, in accordance with the following services levels. 365Labs' uptime commitments below apply only after the Go-Live Date and exclude downtime caused by:

- Client's hardware or network, third party software, Client Data, and/or Client's infrastructure;
- A force majeure event, including any problems or interruptions in the Subscription Service due to issues with third-party hosting services or Internet service providers, or problems arising on Client's side of the demarcation point of the Subscription Service; or
- Any actions or inactions of Client or any third party outside of Company's control.
- Scheduled maintenance periods for the Software.

a. Service Levels for the Records Management System and Evidence Management Applications ("RMS").

i. **RMS Availability.** During any calendar month, the RMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the RMS ("RMS Scheduled Downtime"). However, that 365Labs is not responsible for any downtime of the RMS caused by third-party data services (e.g., Department of Motor Vehicles license plate database, Internet Service Provider's network downtimes, or Third-Party Software or other third-party components ("Third-Party Components"), and such third-party-caused downtime will not count against the service levels promised herein. 365Labs shall be responsible for any downtime of RMS caused by Integrated Third-Party Software (as defined below) solely to the extent specified in Section (d) below ("Service Levels for Integrated Third-Party Software"). 365Labs shall provide Client with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the RMS, as well as continual periodic updates during the unscheduled downtime regarding 365Labs' progress in remedying the unavailability and the estimated time at which the RMS shall be available.

ii. **RMS Service Credits.** In the event that 365Labs fails to make the RMS available at least 99.9% of the time in any given month due to RMS Unavailability (as defined below), 365Labs will credit the Client's account for the unavailable RMS as follows:

RMS Availability (Monthly)	Credit Percentage
Above 99.9%	0%
99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

"RMS Unavailability" is defined as the percentage of minutes per month in which the RMS is completely and generally unavailable for Client's use (but not the use of any one User), provided that RMS Unavailability does not include any unavailability attributable to: (a) RMS Scheduled Downtime for maintenance (whether by 365Labs, by a vendor, or by Client); (b) acts or omissions of Client or any Client user of the RMS; (c) server downtime related to connectivity issues resulting from third-party-managed VPN access to hosted server or Client internal network problems; (d) defects or bugs in the Software caused by Client, any User, or any affiliate, employee, agent or independent contractor of Client; or (e) any other cause(s) beyond 365Labs' reasonable control, including but not limited to those caused by third-party data services (e.g. Department of Motor

Vehicles license plate database), Third-Party Components, overall internet congestion or a force majeure event. Client will be responsible for immediately notifying 365Labs of all Third-Party-managed VPN access and internal or external (e.g., internet service provider) network problems that arise.

“Credit Percentage” means the applicable percentage of the portion of Client’s Software subscription fees (“Fees”) attributable to RMS in the calendar month in which the RMS Unavailability occurs. For example, if Client has paid 365Labs \$1,000 for one year and the RMS Availability falls to 99.5% during any calendar month in that year, then 365Labs will owe Client a 10% credit on that month’s portion of the RMS Fees, or: $\$1,000/12 = \83.33 per month, and 10% of $\$83.33 = \8.33 . In this example, 365Labs would owe Client \$8.33 in credit for the month in which RMS Availability fell to 99.5%.

In order to receive this credit, Client must notify 365Labs in writing within fifteen (15) days following the end of the month the RMS Unavailability occurred. All claims are subject to review and verification by 365Labs prior to any credits being granted. 365Labs will acknowledge credit requests within fifteen (15) business days of receipt and will inform Client whether such claim request is approved or denied. The issuance of RMS Service Credit by 365Labs hereunder is Client’s sole and exclusive remedy for any failure by 365Labs to satisfy the RMS service levels set forth in this Section (a).

b. Service Levels for the Jail Management System (“JMS”).

- i. **JMS Availability.** During any calendar month, the JMS shall be available to users no less than 99.9% of the time on a 24x7 basis, excluding scheduled maintenance of the JMS (“JMS Scheduled Downtime”); provided, however, that 365Labs is not responsible for any downtime of the JMS caused by third-party data services (e.g., Department of Motor Vehicles license plate database), or Third-Party Components, and such third-party downtime will not count against the service levels promised herein; provided, further, that 365Labs shall be responsible for any downtime of JMS caused by Integrated Third-Party Software (as defined below) solely to the extent specified in Section (d) below (“Service Levels for Integrated Third-Party Software”). 365Labs shall provide Client with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime (defined below) of the JMS, as well as continual periodic updates during the unscheduled downtime regarding 365Labs’ progress in remedying the unavailability and the estimated time at which the JMS shall be available.
- ii. **JMS Service Credits.** In the event that 365Labs fails to make the JMS available at least 99.9% of the time in any given month due to JMS Unavailability (as defined below), 365Labs will credit the Client’s account for the unavailable JMS as follows:

JMS Availability (Monthly)	Credit Percentage
Above 99.9%	0%
99.8 – 99.0%	10%
98.9 – 98.0%	20%
Below 97.9%	30%

“JMS Unavailability” is defined as the percentage of minutes per month in which the JMS is completely and generally unavailable for Client’s use (but not the use of any one User), provided that JMS Unavailability does not include any unavailability attributable to: (a) JMS Scheduled Downtime for maintenance (whether by 365Labs, by a vendor, or by Client); (b) acts or omissions of Client or any Client User of the JMS; (c) server downtime related to connectivity issues resulting from third-party-managed VPN access to hosted server or Client internal network problems; (d) defects or bugs in the Software caused by Client, any User, or any affiliate, employee, agent or independent contractor of Client; or (e) any other cause(s) beyond 365Labs’ reasonable control, including but not limited to those caused by third-party data services (e.g., Department of Motor Vehicles license plate database), Third-Party Components, overall internet congestion or a force majeure event. Client will be responsible for immediately notifying 365Labs of all third-party-managed VPN access and internal or external (e.g., internet service provider) network problems that arise.

“Credit Percentage” means the applicable percentage of the portion of the JMS Fees attributable to JMS in the calendar month in which the JMS Unavailability occurs. For example, if Client has paid 365Labs \$1,000 for one year, and the JMS Availability falls to 99.5% during any calendar month in that year, then 365Labs will owe Client a 10% credit on that month’s portion of the JMS Fees, or: $\$1,000/12 = \83.33 per month, and 10% of $\$83.33 = \8.33 . In this example, 365Labs would owe Client \$8.33 in credit for the month in which JMS Availability fell to 99.5%.

In order to receive this credit, Client must notify 365Labs in writing within fifteen (15) days following the end of the month the JMS Unavailability occurred. All claims are subject to review and verification by 365Labs prior to any credits being granted. 365Labs will acknowledge credit requests within fifteen (15) business days of receipt and will inform Client whether such claim request is approved or denied. The issuance of JMS Service Credit by 365Labs hereunder is Client’s sole and exclusive remedy for any failure by 365Labs to satisfy the JMS service levels set forth in this Section (b).

c. Service Levels for Integrated Third-Party Software. Notwithstanding anything else to the contrary contained herein, 365Labs shall be responsible for any downtime of or related to the Software or Integrated Third-Party Software (as defined below) that is caused by Integrated Third-Party Software solely to the extent specified in this Section (d). Credit Percentages Service Credits referenced elsewhere in this document shall not apply to downtime caused by Integrated Third-Party Software or the integrations or connections to Integrated Third-Party Software.

i. Availability of Third-Party Applications. The SOW identifies specific Third-Party Application integrations (the “Integrated Third-Party Software”) to be performed by 365Labs during the Implementation Services Period, and the Client’s and 365Labs’ respective rights regarding acceptance of those Services. The Integrated Third-Party Software shall be operational no less than 99.9% of the time on a 24x7 basis, excluding any scheduled maintenance of the Integrated Third-Party Software (whether scheduled by 365Labs or by the third-party provider, the “Integration Scheduled Downtime”); provided, however, that 365Labs shall not be responsible for downtime caused by upgrades or updates to Integrated Third-Party Software of which 365Labs does not receive the requisite advance notice, and such downtime will not count against the service levels promised herein. 365Labs agrees that it shall schedule any Integration Scheduled Downtime on minimal traffic days whenever possible. The Parties further agree that 365Labs shall not schedule in excess of 90 minutes of Integration Scheduled Downtime in during any 30-day period. 365Labs shall provide Client with immediate telephone notification to the point of contact set forth in this document as soon as it becomes aware of any actual or potential unavailability of an Integration other than Integration Scheduled Downtime (“Integration Unscheduled Downtime”), as well as continual periodic updates during the Integration Unscheduled Downtime regarding 365Labs’ progress in remedying the unavailability and the estimated time at which the Integration shall be available.

ii. Responsibilities for Planned Updates. Client shall provide 365Labs with prompt notice of any update by the third-party provider of Integrated Third-Party Software. 365Labs shall undertake commercially reasonable efforts to patch, repair or update the Software in order to integrate it with the updated Integrated Third-Party Software beginning after receipt of notification from Client.

iii. Responsibilities for Planned Upgrades. Client shall provide 365Labs with prompt notice, and in no case fewer than ninety (90) days’ advance notice, of any planned upgrade by the third-party provider of Integrated Third-Party Software. 365Labs shall evaluate the time and resources required to patch, repair or update the Software in order to integrate it with the upgraded Integrated Third-Party Software. All minor version updates and changes from Microsoft, State and Federal mandates are covered under the interface SaaS subscription & will be programmatically completed within the 90 allotted days after notification from Client. Any reliance on third-party participation or re-certifications/approvals will be addressed aggressively with the understanding that those timelines may extend depending on the efforts of the third-party. Changes or updates to the Interface(s) triggered by third-party vendor changes or custom modifications are not included in the standard interface support and maintenance services and will require a separate scope of work, including additional fees & delivery schedule.



Quote # **LABQ22003-06**

Date **12/05/24** Good Until **01/31/25** Terms

Agency: State Regional Law Enforcement Records Managem
 555 Israel Road SW
 Tumwater, WA 98501

Prepared By: Allison Miller
 225-800-7777
 allison.miller@365labs.com

Qty	Description	List Price	Discount Price	Extended Price
	365™ RMS & JMS Suite - Multi-Agency Site license for the following consortium member agencies: Lacey PD, Olympia PD, Tenino PD, Tumwater PD, Yelm PD and Thurston County Sheriff's Office			

RMS Suite				
1	365™ RMS Incident/Field Reporting, Arrests Site License - Annual	\$563,760.00	\$313,200.00	\$313,200.00
	Incident Reporting Field Reporting Citation Record Keeping Misdemeanor Summons Record Keeping Arrest report - PC/Warrant Execution Property/Vehicle Reporting Evidence Collection Accident Reporting - not state specific -requires separate Easy Draw license Field Interview Use of Force Domestic Violence/IPV Racial Profiling Media Attachments Photo, Video & Audio capture BodyCam/DashCam with 365 DEMS add-in Custom Forms Expungements/Sealing/Blocking CJIS/HIPAA/FERPA/FTI DA Package Generation Redactions IBR Validation NIBRS/State IBR Compliant Cleary/Title IX			

Qty	Description	List Price	Discount Price	Extended Price
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CAD Incident transfer Bridge from 365Labs CAD

365 Hyperview - Web based information portal

APPROVAL & WORKLFOWS

- Supervisor Approvals
- Records Room Approval
- Organization & User Snippets

REPORTING

- Built-in agency reports based on incident type, charge type, etc:
 - Crash
 - Arrests
 - Juvenile

DMV Integration (where available through agency)
 NCIC & State Integration (where available through agency)

ELECTRONIC DOCUMENT MANAGEMENT

- Scan paper documents with compatible scanner
- Capture electronic files via drag-n-drop, import

CJIS COMPLIANT using agency AD
 Secure Messaging & File transfer*
 Single Sign On & 2 Factor Authentication
 Security & Permissions - Department & Record-Level
 Biometrics Authentication using windows hello
 Remote Data Wipe* with mdm
 History & Audit

Includes Software Support & Software updates

1	365™ Warrants Control Site License - Annual	\$16,000.00	\$10,000.00	\$10,000.00
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- Add / Manage Warrants
- Automatic Clearing of Warrants from Booking
- Automatic Push to CJIS Control
- Warrant Execution
- Service Tracking
- Officer Assignment

Qty	Description	List Price	Discount Price	Extended Price
1	<p>365™ RECORDS ROOM & IBR Validation Site License - Annual</p> <ul style="list-style-type: none"> - Master Person, Address & Vehicle records - Manage Statutes, Classifications/Flags (IPV, etc) - NIBRS/State IBR Validation - Workflow Approvals 	\$125,280.00	\$93,960.00	\$93,960.00
1	<p>365™ Investigate (Case Management & Investigations) - Aggregated information on a case from initial reports, supplements, arrest reports, field reports and investigator notes. - Cases can be submitted to CJIS seamlessly - Built-in Dashboards present case loads for each department</p>	\$1,503,360.00	\$62,640.00	\$62,640.00
1	<p>GISMO™ FieldNotes+ App Site License - Annual</p>	\$37,584.00	\$15,033.60	\$15,033.60
1	<p>365™ Forms App Site License - Annual</p> <p>Create Fillable Custom PDF Forms (without Adobe Acrobat) Create automatically connected Forms to be used by RMS, JMS & CMS Create Custom Screens for RMS and JMS Change Design of built-in Reports (Incident Reports, etc.) Redact Documents using DDR (Deep Digital redaction)</p> <p>Use App to Fill Digital Forms on a Windows Tablet Obtain On Screen Signatures on Digital Forms * Microsoft Surface recommended</p>	\$14,400.00	\$10,800.00	\$10,800.00
1	<p>365 Analysis, Stats & Business Intelligence Site License - Annual</p> <p>Connect and visualize data to gain deeper data insight with the unified, 365 platform for self-service and enterprise business intelligence (BI)</p> <p>Microsoft Excel Analysis Services Interface Self Service Analytics AD Integration Data Visualizations Power BI Gateway to connect to:</p>	\$28,800.00	\$21,600.00	\$21,600.00

Qty	Description	List Price	Discount Price	Extended Price
	<ul style="list-style-type: none"> - Power Apps - Power Automate - Power Virtual Agents <p><i>May require separate PowerBI licensing</i></p>			
1	365™ Personnel, Timesheets & Training Site License - Annual	\$24,600.00	\$14,400.00	\$14,400.00
1	365™ K-9 Module Site License - Annual	\$3,600.00	\$2,880.00	\$2,880.00
	<p>Manage and track K-9 details and activity including:</p> <ul style="list-style-type: none"> - K9 Name & Handler Name - Date of Birth - Medical History & Vaccinations - Skills (e.g., drugs, bomb), Training & Certifications - Incidents - Retirement Date 			
1	365™ Tow Management Site License - Annual	\$36,000.00	\$21,600.00	\$21,600.00
1	365™ Permits – Permit Management Site License - Annual	\$14,400.00	\$10,800.00	\$10,800.00
	<ul style="list-style-type: none"> - Alarm Permits - Gun Permits - Animal Permits 			
1	365™ Lineup Site License - Annual	\$9,600.00	\$6,000.00	\$6,000.00
	<ul style="list-style-type: none"> - AI generates suspect lineups with a single click - Shuffle, swap, or replace individual images - Create, manage, and save multiple lineup sequences 			
	SubTotal - RMS			\$582,913.60

NCIC

1	365™ NCIC Application for MDT/PC + NCIC Mobile App (Android & iOS) Site License - Annual	\$225,504.00	\$112,752.00	\$112,752.00
	<p>Person Lookup</p> <p>Vehicle Lookup / Insurance Lookup</p> <p>Gun/Stolen Item Lookup</p>			

Qty	Description	List Price	Discount Price	Extended Price
	NCIC & FBI Criminal History DMV & Traffic History Warrants & RAP sheets Sex Offenders Protective Orders			
	Includes 8x5 Software Support and Updates.			
1	365™ NCIC State Message Switch Connection Site License - Annual	\$9,000.00	\$9,000.00	\$9,000.00
	SubTotal - NCIC			\$121,752.00
Evidence Control				
1	365™ Evidence Control Site License - Annual	\$86,400.00	\$64,800.00	\$64,800.00
	Property & Evidence Management - Capture & enter evidence from MDT or mobile app - Track location and chain of custody with audit trail - Auto-generate barcodes to tag and track evidence - Instant Inventory and Audit reports			
1	GISMO™ Evidence Control - Mobile App - INCLUDED Annual Subscription *Requires GISMO Handheld	\$17,820.00	\$0.00	\$0.00
	SubTotal - Evidence Control			\$64,800.00
Inventory Control				
1	365™ Inventory Annual Subscription Site License - Annual	\$64,800.00	\$43,200.00	\$43,200.00
1	GISMO™ Inventory - Mobile App - INCLUDED *Requires GISMO Handheld	\$36,000.00	\$0.00	\$0.00
	SubTotal - Inventory Control			\$43,200.00
Civil				
1	365™ Civil Site License - Annual	\$28,800.00	\$21,600.00	\$21,600.00
	Service & track the status of Civil Process documents: - Writs - Summonses			

Qty	Description	List Price	Discount Price	Extended Price
	- Subpoenas - Warrants - Judgment orders - Civil protection orders			
1	365™ Civil Mobile App (Android) - Service & Returns Site License - Annual	\$14,400.00	\$10,800.00	\$10,800.00
	SubTotal - Civil			\$32,400.00

Citizen Portal				
1	365™ Citizen Portal Site License - Annual	\$28,800.00	\$21,600.00	\$21,600.00
	Community Portal Site with Agency Branding enables Citizens to: - Send Tips			
	365™ Citizen Portal - File Reports Online - INCLUDED Site License - Annual			
	Integrates with 365™ RMS			
	365™ Citizen Portal - Online Report Lookup & Purchasing - INCLUDED Site License - Annual			
	Integrates with 365™ RMS			
	Citizen Online Portal for Alarm Registrations & Payments - INCLUDED Site License - Annual			
	365 Labs will provide online payment processing for Credit Card payments and charge online processing and convenience fee directly to consumers. Monies will be deposited to Agency's Bank Account Automatically			
	SECURE ONLINE PORTAL FOR PUBLIC & ALARM COMPANIES Citizens, businesses and alarm companies can easily register alarms, make payments and view account history online.			
	SubTotal - Citizen Portal			\$21,600.00

JMS

Qty	Description	List Price	Discount Price	Extended Price
1	<p>365™ JMS - Jail Management System Annual License (Tier II Facility)</p> <p>CLOUD Included - Microsoft Azure HCI No servers, licenses, VPN, backups or disaster recovery required Elastic Computation Resourcing Zero-Trust Security</p> <p>JAIL MANAGEMENT SOFTWARE Smart Booking (Automatic Booking from Arrest Report) Warrants & NCIC Check Pre-Release Qualifier Bridge Center Integration Holds Check Booking/DA/Sentencing Charges Intake Court Date Integration Bonding Mugshots PREA Prisoner ID Management Billing</p> <p>Inmate Management Medical History Property Management Housing/Cell Assignment Visitation Time Adjustments Work History Certifications Incident Management Classifications Risk Flags/Keep-aways Work Release</p> <p>Inter-prison Transfers Transportation Management</p> <p>Digital Lineup eBonds Portal & WebApp Prosecution Bridge RFID Software Integration API AFIS Integration API</p> <p>Document Management &</p>	\$104,640.00	\$91,560.00	\$91,560.00

Qty	Description	List Price	Discount Price	Extended Price
	Digital Documentation Platform - Built-in logs/reports for all Prison processes (Additional reports can be added)			
	Reports & Report Generation Statistics Dashboard			
	Integrated Search Media Attachments Automated Alerts History & Audit Trail Configurable Permissions & Roles for Individual Users & Records Permission-based Read/ Write Privileges			
	CJIS COMPLIANT Secure Messaging & File transfer* Single Sign On & 2 Factor Authentication Security & Permissions Biometrics Authentication Remote Data Wipe* History & Audit			
	SOFTWARE SUPPORT & UPDATES Includes 8 x 5 Support			
1	GISMO™ Sentry - Mobile JMS App Site License - Annual (Tier II Facility) *Requires GISMO Handheld for scanning & RFID	\$31,392.00	\$18,835.20	\$18,835.20
1	365™ Mugshot Annual Subscription (Tier II Facility)	\$10,800.00	\$7,200.00	\$7,200.00
	Generate Mugshots with a single touch Auto-create inmate IDs Link mugshots to RFID wristband or card			
3	SCAN365™ Document Management Solution Device License - Annual Documents available through any PC/Mac/Device/Phone.	\$9,800.00	\$4,500.00	\$13,500.00
	100Gb Storage included Additional 100 Gb of storage is \$100/month			
	Included Features: Key Word Tagging and indexing Specific field and Free Text search OCR module Custom document configuration builder			

Qty	Description	List Price	Discount Price	Extended Price
	Document Tagging Batch Scanning Native Document Upload, Download and Sharing Workflow builder with automatic email/SMS Workflow to upload to WebAPI Web Portal to search and view documents Native integration with Sheriff 365™ and Police 365™ Specs: Requires Windows 10 to scan - compatible with Windows Lite Requires AzureAD connectivity for Single-SignOn and permissions Scanner workstation - Compatible USB Scanner required: Fujitsu and Cannon models Server: Xeon Server with at least 4 Cores and min 16 Gb RAM Microsoft SQL Server 2017 and above with 4 cores IIS for WebServices and Web Doc Viewer Viewer: Chrome/MS Edge/Firefox Browser Documents available through any PC/Mac/Device/Phone. 8x5 Support and Software Updates included			
	SubTotal - JMS			\$131,095.20
	SubTotal			\$997,760.80
	Additional VANGUARD DISCOUNT** - Year 1			-\$209,864.15
	Agencies leading the way in new developments and ideas in law enforcement for their respective state.			
	SubTotal - 365 Suite Year 1 SaaS			\$787,896.65

Interfaces Annual Subscription (Estimated)

Estimated interface costs provided. Once interface documentation is provided from system vendors, 365Labs will provide updated cost estimates based on the interface scope. 3rd party interfaces must adhere to NIEM standards.

Qty	Description	List Price	Discount Price	Extended Price
	<i>Interface Annual Subscription includes:</i>			
	<i>Interface Maintenance & Updates</i>			
	- Software to be kept upto date to work with latest edition of Windows and patches			
	- Software updated to support latest version of .net Core and security releases			
	<i>Interface Support</i>			
	- Phone and email support to assist with interface issues			
	- 5 minute pro-active monitoring of the interface			
	- Secret Key maintenance as needed			
	<i>Interface Hosting in compliance with CJIS Security Policy requirements to NIST SP 800-53</i>			
	- FIPS 140-2 certified encryption			
	- Encryption for CJJ in Transit			
	- Encryption for CJJ at Rest			
	- FedRAMP High P-ATO issued by the JAB			
	- DoD IL2 PA issued by DISA			
	- DoD IL4 PA issued by DISA			
	- DoD IL5 PA issued by DISA			
	- FedRAMP Certified			
	- Level 4 CJIS Security Training			
	- Adheres to security controls for ISO 27001, ISO 27018, SOC 1, SOC 2, SOC3, FedRAMP, HITRUST, MTCS, IRAP, and ENS.			
1	365™ RMS - 3rd Party CAD Interface - Tiburon CAD/Mobile System Annual Subscription	\$5,800.00	\$4,000.00	\$4,000.00
1	ACCESS/WACIC/NCIC Interface Annual Subscription	\$7,800.00	\$6,000.00	\$6,000.00
1	365™ RMS - RAIN/LinX Interface Annual Subscription	\$6,800.00	\$5,000.00	\$5,000.00
1	365™ RMS - Sector Interface Annual Subscription	\$6,800.00	\$5,000.00	\$5,000.00
1	365™ RMS - TRaCS Interface Annual Subscription	\$6,800.00	\$5,000.00	\$5,000.00
1	365™ RMS - JBRS Interface Annual Subscription	\$4,800.00	\$3,000.00	\$3,000.00
1	365™ RMS - Court System Interface Annual Subscription	\$4,800.00	\$3,000.00	\$3,000.00

Qty	Description	List Price	Discount Price	Extended Price
1	365™ RMS - eProsecutor Interface Annual Subscription	\$7,800.00	\$6,000.00	\$6,000.00
1	365™ RMS - Permittium Interface Annual Subscription	\$4,800.00	\$3,000.00	\$3,000.00
3	365™ RMS - EvidenceOnQ Interface Annual Subscription	\$7,800.00	\$6,000.00	\$18,000.00
1	365™ RMS - Axon Video/DEM Interface Annual Subscription	\$4,800.00	\$3,000.00	\$3,000.00
1	365™ RMS - Getac Video/DEM Interface Annual Subscription	\$4,800.00	\$3,000.00	\$3,000.00
1	365™ RMS - Utility DEMS Interface Annual Subscription	\$8,000.00	\$6,000.00	\$6,000.00
1	365™ JMS - VINELink Interface Annual Subscription	\$4,800.00	\$3,000.00	\$3,000.00
1	365™ JMS - LockDown Interface Annual Subscription	\$7,800.00	\$5,000.00	\$5,000.00
1	365™ JMS - Livescan Interface Annual Subscription	\$5,800.00	\$4,000.00	\$4,000.00
1	365™ JMS - OffenderWatch Interface Annual Subscription	\$4,800.00	\$3,000.00	\$3,000.00
1	365™ JMS - ViaPath Interface Annual Subscription	\$5,800.00	\$4,000.00	\$4,000.00
	SubTotal - Interfaces Annual Subscription (Estimated)			\$89,000.00

Public Safety Cloud

1	365™ PUBLIC SAFETY SAAS CLOUD COMPUTE & STORAGE	\$48,000.00	\$48,000.00	\$48,000.00
	Microsoft Azure GovCloud infrastructure for 365 Suite Compliant with CJIS Security Policy requirements to NIST SP 800-53 FIPS 140-2 certified encryption Encryption for CJJ in Transit Encryption for CJJ at Rest FedRAMP High P-ATO issued by the JAB DoD IL2 PA issued by DISA DoD IL4 PA issued by DISA DoD IL5 PA issued by DISA FedRAMP Certified Level 4 CJIS Security Training			

Qty	Description	List Price	Discount Price	Extended Price
	Adheres to security controls for ISO 27001, ISO 27018, SOC 1, SOC 2, SOC3, FedRAMP, HITRUST, MTCS, IRAP, and ENS.			
	Elastic Cloud Compute & Unlimited Bandwidth Unlimited SQL database storage Up to 1000 GB BLOB Storage included 30 Day Data backup Elastic Computation Resourcing Zero-Trust Security			
	SubTotal - Public Safety Cloud			\$48,000.00

Software Implementation & Project Management (One-Time)				
1	Professional Services - RMS Implementation	\$96,000.00	\$36,000.00	\$36,000.00
1	Professional Services - Analysis & BI Implementation	\$6,000.00	\$4,800.00	\$4,800.00
1	Professional Services - Personnel, Timesheets & Training Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	Professional Services - Permits Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	Professional Services - NCIC Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	Professional Services - Evidence Control Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	Professional Services - Inventory Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	Professional Services - Civil Implementation	\$18,000.00	\$12,000.00	\$12,000.00
1	Professional Services - Citizen Portal Implementation	\$8,000.00	\$4,800.00	\$4,800.00
1	Professional Services - JMS Implementation	\$48,000.00	\$36,000.00	\$36,000.00
1	RMS Go-Live Assistance - 5 Days - Onsite Travel Time, Expenses & Lodging billed separately	\$6,000.00	\$6,000.00	\$6,000.00
1	JMS Go-Live Assistance - 5 Days - Onsite Travel Time, Expenses & Lodging billed separately	\$6,000.00	\$6,000.00	\$6,000.00
	SubTotal - SW Implementation (One-Time)			\$135,600.00

**Interface Implementation & Project Management (ESTIMATED)
(One-Time)**

Qty	Description	List Price	Discount Price	Extended Price
	<i>Estimated interface development & implementation costs provided. Once interface documentation is provided from system vendors, 365Labs will provide updated cost estimates based on the interface scope.</i>			
1	Tiburon CAD/Mobile Interface Implementation	\$18,000.00	\$10,000.00	\$10,000.00
1	ACCESS/WACIC/NCIC Interface Implementation	\$48,000.00	\$30,000.00	\$30,000.00
1	RAIN/LinX Interface Implementation	\$20,000.00	\$15,000.00	\$15,000.00
1	Sector Interface Implementation	\$36,000.00	\$20,000.00	\$20,000.00
1	TRaCS Interface Implementation	\$36,000.00	\$20,000.00	\$20,000.00
1	JBRS Interface Implementation	\$12,000.00	\$8,000.00	\$8,000.00
1	Court System Interface Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	eProsecutor Interface Implementation	\$48,000.00	\$30,000.00	\$30,000.00
1	Permitium Interface Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	EvidenceOnQ Interface Implementation	\$36,000.00	\$24,000.00	\$24,000.00
1	Axon Video/DEM Interface Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	Getac Video/DEM Interface Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	Utility DEMS Interface Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	VineLink Interface Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	LockDown Interface Implementation	\$36,000.00	\$20,000.00	\$20,000.00
1	LiveScan Interface Implementation	\$18,000.00	\$10,000.00	\$10,000.00
1	OffenderWatch Interface Implementation	\$8,000.00	\$6,000.00	\$6,000.00
1	ViaPath Interface Implementation	\$18,000.00	\$10,000.00	\$10,000.00
	SubTotal			\$239,000.00
	20% Additional VANGUARD DISCOUNT** on Interface Development & Implementation Agencies leading the way in new developments and ideas in law enforcement for their respective state.			-\$47,800.00
	SubTotal - Interface Implementation (One-Time)			\$191,200.00

Workshops, Training & Go-Live (One-Time)

Qty	Description	List Price	Discount Price	Extended Price
55	Professional Services - Workshops, Training & Go-Live - 1 Man-day - Remote	\$1,600.00	\$1,500.00	\$82,500.00
	SubTotal - Workshops, Training, Go-Live (One-Time)			\$82,500.00
	<i>Additional Training available at \$1500/day</i>			
	<i>Onsite Training Available - Travel Time, Expenses & Lodging billed separately</i>			
Travel & Lodging - Onsite Assistance				
5	Travel & Lodging for Onsite Training & Services - 1 Week/Resource Includes Travel Time & Expenses	\$2,800.00	\$2,800.00	\$14,000.00
	SubTotal - Travel & Lodging			\$14,000.00
Data Conversion - Estimate (One-Time)				
2	RMS - Full Data Conversion - Estimate	\$36,000.00	\$36,000.00	\$72,000.00
	Up to 20 years of Data from a single database.			
	Depending upon complexity and encryption or general quality of data, price may vary from original quote. All data may not be importable. May result in multiple records for the same entity.			
	All MASTER PEOPLE data import from a single database.			
	All MASTER ADDRESSES data import from a single database.			
	All MASTER VEHICLES data import from a single database.			
	All MASTER PROPERTY data import from a single database.			
	All REPORTS data import from a single database.			
	All child tables which have a corresponding child table in 365 system will be imported			
	Inter-table relationships or child entities/objects will be imported if data dictionary is available			
	Known mime types and unencrypted attachments to be imported			

Qty	Description	List Price	Discount Price	Extended Price
	<p>All data elements without descriptors will be imported into the comments field</p> <p>Transactions, Audit and History data may not be importable</p> <p>Best effort import of all rich text or hybrid field data</p>			
1	<p>JMS - Full Data Conversion - Estimate</p> <p>Up to 20 years of Data from a single database.</p> <p>Depending upon complexity and encryption or general quality of data, price may vary from original quote. All data may not be importable. May result in multiple records for the same entity.</p> <p>All MASTER PEOPLE data import from a single database.</p> <p>All INMATES data import from a single database.</p> <p>All BOOKINGS data import from a single database.</p> <p>All child tables which have a corresponding child table in 365 system will be imported</p> <p>Inter-table relationships or child entities/objects will be imported if data dictionary is available</p> <p>Known mime types and unencrypted attachments to be imported</p> <p>All data elements without descriptors will be imported into the comments field</p> <p>Transactions, Audit and History data may not be importable</p> <p>Best effort import of all rich text or hybrid field data</p>	\$30,000.00	\$30,000.00	\$30,000.00
	<p>SubTotal - Data Conversion (Estimate) (One-Time)</p>			\$102,000.00
	<p>Total: Year 1 RMS & JMS Suite SaaS, Cloud + Professional Services</p> <p><i>Year 1 Professional Services: \$525,300</i></p> <p><i>Year 1 SaaS + Cloud Hosting: \$924,896.65</i></p> <p><i>Year 2 SaaS + Cloud Hosting: \$971,141</i></p> <p><i>Year 3 SaaS + Cloud Hosting: \$1,019,699</i></p> <p><i>Year 4 SaaS + Cloud Hosting: \$1,070,683</i></p> <p><i>Year 5 SaaS + Cloud Hosting: \$1,124,218</i></p> <p><i>Subscription prices based on Annual Billing</i></p> <p><i>The quoted RMS site license will accommodate up to</i></p>			\$1,450,196.65

Qty	Description	List Price	Discount Price	Extended Price
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750 total users. Pro-rated fees will be assessed for any new agencies beyond the original six member agencies.

The quoted JMS site license will accommodate unlimited users for a Tier II facility (up to 600 beds).

5 Year Term

*Optional Add-On Modules Available:
(not included in quoted totals)*

GISMO™ eCITATION - Mobile App: \$30,240

Citation Control: \$21,600

GISMO™ ActiLog Mobile Timesheet App: \$30,067

365™ FalseAlarm - Alarm Mgt & Billing: \$43,200

Case 365 - DA/Prosecutor Case Management: \$72,000

*365™ AVL + Fleet Management (with 100 AVLs):
\$29,100*

365™ Probation Module: \$28,000

THIS QUOTE IS SUBJECT TO THE TERMS OF THE 365LABS SOFTWARE LICENSE AND SERVICES AGREEMENT (THE "SLSA"), WHICH GOVERNS THE SALE AND LICENSING OF 365LABS' SERVICES AND SOFTWARE. THESE CONSTITUTE ONE INTEGRATED AGREEMENT AND IS THE COMPLETE AND EXCLUSIVE STATEMENT OF 365LABS' OBLIGATIONS AND RESPONSIBILITIES REGARDING LICENSING SOFTWARE. IN ADDITION TO THE SLSA TERMS, THE FOLLOWING TERMS APPLY:

SOFTWARE LICENSES SHALL BE USED ONLY BY THOSE AGENCIES OR ENTITIES SPECIFICALLY LISTED IN A 365LABS QUOTE. PRICING FOR ADDITIONAL AGENCIES AND LICENSES WILL BE QUOTED UPON REQUEST.

QUOTED PRICING REPRESENTS OFF-THE-SHELF SOFTWARE AND CONFIGURATION FOR THE LISTED SOFTWARE MODULES. THE SOFTWARE MODULES MAY NOT FIT AGENCY'S CURRENT PROCESSES. ADDITIONAL CONFIGURATION MAY BE REQUIRED AND IS AVAILABLE THROUGH IMPLEMENTATION WHEN CLEARLY SPECIFIED BY THE AGENCY. CONFIGURATION DOES NOT INCLUDE CHANGING THE CORE SOFTWARE. ANY CHANGES, ADDITIONAL FEATURES OR CUSTOMIZATION WILL BE PRICED SEPARATELY, WILL DELAY THE IMPLEMENTATION AND REQUIRE A PURCHASE ORDER OR CHANGE ORDER. QUOTED PRICING DOES NOT INCLUDE LICENSING FOR THIRD-PARTY PRODUCTS, SUCH AS MICROSOFT OFFICE OR POWERBI, OR TRANCITE SOFTWARE. THIRD-PARTY SOFTWARE LICENSING IS TO BE OBTAINED BY THE AGENCY FROM THE RESPECTIVE SOFTWARE VENDOR.

QUOTED PRICES ARE BASED UPON NO OMISSIONS OR CHANGES. PRICES SUBJECT TO CHANGE FOR ANY REVISION INCLUDING BUT NOT LIMITED TO CHANGES MADE TO PARTICIPATING AGENCIES, LICENSE QUANTITY, CONFIGURATION OR EQUIPMENT SPECIFICATIONS.

*BASED ON AGENCY'S ACTUAL BLOB STORAGE USAGE (FOR MEDIA AND DOCUMENTS), ADDITIONAL STORAGE IS AUTOMATICALLY ADDED IN 1000 GB INCREMENTS AND BILLED TO THE AGENCY AT PUBLISHED RATES ON A PRO-RATED ANNUAL BASIS.

**CJIS COMPLIANCE POLICIES ARE SET BY I.T. AT THE AD AND AZURE AD LEVEL. 365LABS SOFTWARE INHERITS THESE CONTROLS. AUDITING AND CONTROLS CAN BE ENHANCED AND REGULATED BY SUBSCRIBING TO VARIOUS LEVELS OF AAD AND COMPLIANCE OFFERINGS.

ALL DELIVERY, SUPPORT, TRAINING, AND CONSULTING SERVICES WILL BE BILLED AT 365LABS' STANDARD RATES FOR SUCH ACTIVITY AND ARE NON REFUNDABLE. A MINIMUM 15% RESTOCKING FEE APPLIES TO HARDWARE RETURNS MADE WITHIN 14 DAYS OF PURCHASE. NO RETURNS MAY BE MADE THEREAFTER. HARDWARE MUST BE RETURNED IN ITS ORIGINAL PACKAGING AND CONDITION. SOFTWARE CANNOT BE RETURNED ONCE ORDERED. IN CASE OF AN EARLY TERMINATION OF THE SLSA FOR ANY REASON, CLIENT AGREES TO PAY THE BALANCE FOR ALL HARDWARE LISTED IN THIS QUOTE AND RECEIVED BY CLIENT AT MSRP.

THE VANGUARD DISCOUNT IS A CONDITIONAL DISCOUNT GIVEN TO AGENCIES AGREEING TO BE EARLY ADOPTERS WITH THE UNDERSTANDING THAT (1) FEATURES MAY BE IN PREVIEW AND NOT REGRESSION TESTED. 365LABS DOES NOT WARRANT THAT THE SOFTWARE WILL BE FREE FROM DEFECTS, ERRORS, OR INTERRUPTIONS. (2), THE AGENCY AGREES TO PROVIDE MARKETING ASSISTANCE AS DESCRIBED IN SECTION 14(B) OF THE SLSA. VANGUARD DISCOUNT APPLICABLE YEAR 1. NORMAL PRICING RESUMES AFTER THE TERM.

EXCEPT AS EXPRESSLY STATED IN THIS QUOTE OR IN THE SLSA BETWEEN THE PARTIES, CLIENT ACKNOWLEDGES AND AGREES THAT 365LABS HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES REGARDING ITS PRODUCTS AND SERVICES. BY SIGNING OR ELECTRONICALLY ACCEPTING THIS QUOTE, CLIENT AGREES THAT THE TERMS OF THIS QUOTE ARE ACCEPTABLE TO CLIENT. THIS QUOTE BECOMES A BINDING PURCHASE ORDER UPON CLIENT'S SIGNATURE.

AGREED AND ACCEPTED:

Signature _____ Date _____

Print Name Debbie Sullivan, Mayor

Total **\$1,450,196.65**

ATTEST:

Signature _____ Date _____

Print Name Melody Valiant, City Clerk

APPROVED AS TO FORM:

Signature _____ Date _____

Print Name Karen Kirkpatrick, City Attorney

Public Safety Software Implementation Statement of Work (“SOW”)

Between

**365Labs, Inc.
 (“365Labs”)**

And

**Thurston County Law Enforcement Records Management System
(LERMS) (“Client”)**

Prepared **August 2024** by **365Labs, Inc.**

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Introduction and Purpose

365Labs provides comprehensive public safety software for Police Departments, Sheriff's Offices, Fire Departments, Communication Centers, and Correctional Facilities. Under the guidance and participation of Client, 365Labs will facilitate the delivery and implementation of its integrated software solutions, which includes all purchased products and services listed in the agreed upon quote.

Together, the integrated software solutions are referred to as the "System."

365Labs is committed to building a lifelong partnership with Client by providing professional project management assistance through implementation, account management, technical support, and both initial and ongoing training. 365Labs will provide Client with the software tools and services to implement a system that provides for the storage, retrieval, retention, manipulation, and viewing of documents, or files pertaining to Client operations.

This Statement of Work (SOW) guides the primary activities and responsibilities for the System's implementation. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which 365Labs and Client will consider a task complete.

Project Objectives

Ongoing Objectives of the Implementation Project:

- Provide a comprehensive public safety software solution to facilitate data management.
- Provide the software and services necessary to enable interoperability and real-time data sharing.
- Provide initial and ongoing system and application administration training to ensure proper setup and the efficient use of software modules.
- Facilitate the implementation of data entry standards.

Specific SOW Objectives:

- Complete the project implementation plan.
- Configure, set up, and deliver the Cloud staging environment.
- Install and configure core 365Labs software applications.
- Install and configure the external interfaces.
- Provide comprehensive user training and assistance with code table setup.
- Provide system setup consultation and application administration training.
- Provide Go-live assistance.

Change Management Procedures

In the event it is necessary to change this SOW or, if applicable, a Scope of Work document, the following procedure will be used:

- The party requesting the change will issue a Change Request document (“Change Request”). The Change Request will describe the nature of the change, the reason for the change, and the effect of the change, which may include changes to the work product. The Change Request will also include any changes in pricing.
- Either party may initiate a Change Request for any material changes to this SOW and any applicable Scope of Work. The requesting party will review the proposed change with the other party and the parties will negotiate reasonably and in good faith to agree upon the requested change and any adjustments to the fees or schedule that may result therefrom. Upon the parties’ agreement, the appropriate authorized representatives of the parties will sign the Change Request, indicating their acceptance of the changes.
- Upon execution of the Change Request, the 365Labs and Client Project Managers will incorporate the change into the SOW or Scope of Work.

Project Assumptions and General Responsibilities

Project Assumptions

- The 365Labs System will be implemented in a Windows environment.
- Client network is available and appropriately configured.
- Hardware is available that meets or exceeds 365Labs’ current hardware recommendations.
- For RMS and JMS, 365Labs recommends an overall internet bandwidth connection of 100+ Mbps with under 20 ms latency to GovCloud. A higher bandwidth (500 Mbps for Case Management, 1000 Mbps for RMS) with lower latency is preferred. Actual performance and usage may vary depending on user usage of other internet-connected applications and your ISP.
- For RMS in the field, 365Labs recommends an overall internet bandwidth connection of 50+ Mbps per user using that connection. Actual performance and usage may vary depending on user usage of other internet-connected applications and your ISP.
- Client obtains Device IDs and ORIs in a timely fashion from the State.
 - State/NCIC interface may not be ready for end user training; a live connection is not necessary for training exercises.
- Third-party vendors provide required information for interface configuration.
- This engagement will begin on a mutually acceptable date after 365Labs is in receipt of a signed contract from Client that covers the fees and expenses described therein.
- Client will provide appropriate technical and management resources to participate in the implementation as identified in the project tasks and responsibilities.
- Onsite JMS training will be set up and conducted exclusively at the corrections facility site.

Client Responsibilities

- Maintain effective communications with the 365Labs Project Manager.
- Maintain users in Client-provided Active Directory and ensure users are assigned to needed security group(s).
- Participate in project status meetings (via Microsoft Teams).
- Respond to issues and concerns as communicated by the 365Labs Project Manager.
- Provide 365Labs with Client-approved project change requests.
- Coordinate required Client tasks and responsibilities with the 365Labs Project Manager.
- Manage all third-party vendors with which Client contracts to facilitate project activities.
- Ensure Client project team members have the knowledge and expertise to meet required project responsibilities.
- Install 365Labs applications on all computers including MDTs and Client-issued cell phones.
- Provide physical training facilities and supplies (e.g., projector, screen, whiteboard or equivalent) as well as personal computers required for training end users. Provide 8-10 temporary training desktops for the training lab set up in the jail training room.
- Ensure management and end user personnel are scheduled and available for training.

365Labs Project Team Responsibilities

- Liaise with Client's designated Project Manager.
- Provide Client with a project management plan, including a cutover plan for Go-live.
- Supply system test plans, setup, administration and configuration documentation, student manuals (training plans), and end user documentation.
- Manage all aspects of the implementation, including project communications.
- Participate in the project planning and system setup.
- Coordinate and schedule the delivery of all products and services provided by 365Labs.
- Conduct remote project status meetings and all major project events including project kickoff meeting, application workshop sessions, and Go-live activities.
- Facilitate the submission and approval of Client change requests.
- Provide responses and recommend resolutions to Client issues.
- Facilitate the Entra (Active Directory) synchronization of 365 groups & users, verify system logins when environment is ready, and coordinate external interface installation.
- Manage all third-party vendors contracted by 365Labs.

Project Tasks and Responsibilities

This section outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW, as applicable. 365Labs and Client will perform their respective tasks through a combination of Teams meeting collaboration, coordination via telephone, email communications, and other remote means, as appropriate.

Overview of Milestones

- Conduct pre-implementation conference call and go through customer portal.
- Order hardware.
- Business process review and planning.
- Build tentative project schedule.
- Hold project kickoff meeting.
- Conduct Entra (Active Directory) sync meeting with IT.
- Conduct app validation meeting.
- Configure NCIC, ANI/ALI, Livescan, and other internal interfaces (as specified in the contract).
- Conduct worksheet sessions and initial code file build in Client system.
- Conduct application workshop sessions.
- Conduct functional acceptance testing sessions.
- Conduct system administration training.
- Conduct train-the-trainer training.
- Cutover to live operations.
- Perform site audit and analysis.

Conduct Pre-Implementation Conference Call

Task Description

365Labs' project team will hold a pre-implementation conference call with Client project team. During this meeting, 365Labs will accomplish several objectives:

- Introduce the 365Labs project team.
- Exchange contact information with Client project team.
- Introduce the customer portal for communications and file sharing.
- Review list of items to gather and accomplish prior to kickoff.
- Discuss Entra (Active Directory) and prepare AAD tenant ID for sync meeting.

Deliverables

- Customer portal.

Prerequisites

- Not applicable.

Completion Criteria

This task is complete once 365Labs has conducted the pre-implementation conference call.

365Labs	Client
<p>Responsibilities</p> <ul style="list-style-type: none"> • Conduct pre-implementation conference call. 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Ensure Client's Project Manager and project team participate in the pre-implementation conference call.
<p>Required Staff</p> <ul style="list-style-type: none"> • Project Manager 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project Manager • Project team as assigned by Client

Order Hardware

Task Description

The purpose of this task is to order the hardware required for the 365Labs system, as applicable. Hardware is then be shipped to Client's location.

Deliverables

- Technical assessment.

Prerequisites

- Pre-implementation conference call.

Completion Criteria

This task is complete once the hardware has been ordered.

365Labs	Client
<p>Responsibilities</p> <ul style="list-style-type: none"> • Verify hardware order. • Order hardware (per contract). • Provide minimum and recommended hardware requirements for all workstations. 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Order hardware (per contract). • Ensure hardware (workstation) upgrades, as needed. Workstation recommendations: <ul style="list-style-type: none"> - Windows 10, 11 - 1x quad-core processor or greater - x64 Architecture - 8 GB of Memory or more - 1x 1000 Mbps + NIC - 2x 1920x 1080 Display - 50 GB available space on the hardrive - 100+ Mbps < 10ms latency of bandwidth
<p>Required Staff</p> <ul style="list-style-type: none"> • Project Manager 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project Manager • IT personnel (as needed) • System Administrator

Conduct Business Process Review and Planning

Task Description

For RMS and JMS separately, 365Labs Business Analysts will assess the agency's communications, reporting methods, and general operations to understand how Client currently conducts business. These assessments will be conducted onsite in conjunction with the Kick-off meeting. The purpose is to identify processes the software configuration must accommodate as well as processes that will likely change for the 365Labs software to operate most effectively. 365Labs' Business Analyst will also work with Client staff to review current forms and identify possible changes for streamlining documents, forms, and daily operations in preparation for the new system installation.

365Labs' Business Analyst will conduct a pre-installation worksheet session including product demonstrations on most core system applications, as time permits. This session will give Client's project team an opportunity to develop an understanding of the 365Labs application and better understand tasks and responsibilities required for Go-live. This process will also facilitate the work of 365Labs and Client's project team during final acceptance and prepares Client system administrator(s) for tasks such as building the code tables and configuring system applications and settings.

Deliverables

- 365Labs shall provide a written report identifying any deficiencies, changes, upgrades, etc. that it deems necessary for Client to adequately prepare for the successful installation and use of the system.

Prerequisites

- Pre-implementation conference call.
- Kickoff.

Completion Criteria

This task is complete once 365Labs concludes its observation of communications and general operations, conducts workflow and network analysis, and provides written report to Client.

365Labs	Client
<p>Responsibilities</p> <ul style="list-style-type: none"> • Observe communications, reporting methods, and general operations. • Review current forms, identify changes, and assist in the design process. • Conduct workflow and network analysis to identify any pre-existing 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Allow 365Labs' Business Analyst to observe operations. • Make necessary changes to forms and documents. • Participate in workflow and network analysis, verify/validate any

Conduct Business Process Review and Planning

<p>conditions that may impede the ability to successfully install the system.</p> <ul style="list-style-type: none">• Provide written report identifying deficiencies following network analysis.• Review necessary functional requirements for all required project interfaces.	<p>recommendations and make adjustments/upgrades as needed.</p> <ul style="list-style-type: none">• Submit change request(s) if necessary.
<p>Required Staff</p> <ul style="list-style-type: none">• Project Manager• Business Analyst	<p>Required Staff</p> <ul style="list-style-type: none">• Project Manager• Project team (as assigned)• IT personnel• System Administrator• End users (as needed for observation activities)

Build Tentative Project Schedule

Task Description

Prior to signing the Agreement, 365Labs and Client may have developed a preliminary project schedule typically between 12-18 months from kickoff to cutover. During this task, the Project Managers from 365Labs and Client, as well as Client personnel who make decisions regarding resource allocations or scheduling, will meet to review the project schedule. These individuals will make any necessary adjustments based on known changes in resource availability. 365Labs' Project Manager will then update the schedule.

The project schedule will be further updated, as necessary, over the course of the project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon change order process. Any schedule changes that occur will be a part of the project status reports provided by 365Labs' Project Manager.

Deliverables

- Tentative project schedule.

Prerequisites

- Not applicable.

Completion Criteria

This task is completed when the parties agree upon the tentative project schedule; approval shall not be unreasonably withheld or delayed.

365Labs	Client
<p>Responsibilities</p> <ul style="list-style-type: none"> • Lead Client through a review of the project schedule during kickoff. • Update the project schedule. 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Ensure personnel who can make resource allocation and scheduling decisions attend project schedule review.
<p>Required Staff</p> <ul style="list-style-type: none"> • Project Manager • Business Analyst 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project Manager • System Administrator • Department supervisors (as needed, for approving the schedule)

Hold Project Kickoff Meeting

Task Description

365Labs will conduct a project kickoff meeting with Client's project team for both the RMS and JMS implementations simultaneously, unless separate tracks are desired as determined during the initial implementation process. This meeting will be conducted onsite, and is held to accomplish several objectives:

- Project team introductions and Client roundtable.
- Review the agreement and all project deliverables.
- Present 365Labs' project management methodology and approach.
- Review key roles and responsibilities.
- Review the project workshops, trainings, and key success factors.

Deliverables

- Project kickoff meeting.
- Project management plan delivered via the Client portal.

Prerequisites

- Signed agreement.

Completion Criteria

This task is completed once 365Labs conducts the project kickoff meeting.

365Labs	Client
<p>Responsibilities</p> <ul style="list-style-type: none"> • Conduct project kickoff meeting. • Provide materials on Client portal. 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide information requested in checklists and completed needs analysis surveys. • Ensure project team attends project kickoff meeting.
<p>Required Staff</p> <ul style="list-style-type: none"> • Project Manager 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project team

Conduct Entra (Active Directory) Sync Meeting

Task Description

The foundation of 365™ Cloud Suite is strongly connected to Microsoft Entra (formerly Active Directory). Client must provide and acquire an Azure Tenant Identification (ID) for the 365Labs Cloud environment to work.

This meeting is to ensure the 365™ Security Groups are created in Azure from the provided Tenant ID. 365Labs will provide a script that does the following:

1. Creates an organizational unit on the On-prem AD.
2. Creates the 365™ Security Groups directly in Azure.

Deliverables

- AD or AAD script.
- 365™ Security Groups.

Completion Criteria

This task is completed once Client runs the provided script and confirms the 365™ Security Groups are available on the provided Tenant ID.

365Labs	Client
<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide script. • Provide steps to run the script. • Ensure 365™ Security Groups are present on Azure Tenant ID. 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Read CIS process & AD script document. • Provide 365™ AAD Tenant ID. • Run script and perform consents.
<p>Required Staff</p> <ul style="list-style-type: none"> • Project Manager • Cloud Installation Services Engineer 	<p>Required Staff</p> <ul style="list-style-type: none"> • Client IT

Conduct App Validation Meeting

Task Description

365Labs' Project Manager will arrange a meeting to verify Client can log into the licensed applications in their staging environment.

Deliverables

- Start365™ application.
- Confirmed Client access to applications.

Prerequisites

- AD sync meeting.

Completion Criteria

This task is completed once 365Labs confirms Client's access to the applications.

365Labs	Client
Responsibilities <ul style="list-style-type: none">• Provide Start365™ application.• Arrange meeting.	Responsibilities <ul style="list-style-type: none">• Log into provided applications.
Required Staff <ul style="list-style-type: none">• Project Manager	Required Staff <ul style="list-style-type: none">• Project team

Configure NCIC, ANI/ALI, Livescan and Other External Interfaces

Task Description

365Labs will install the NCIC interface. Client, however, is responsible for obtaining a State connection and obtaining Device IDs (Mnemonics) and ORIs. Should Client require assistance, 365Labs can help with the process. Together, 365Labs and Client will enter the ORI and Mnemonic information and test the connection.

365Labs will install and test all other external interfaces specified in the Agreement. (See the table below.) The development process for other interfaces will include programming, acceptance testing, and demonstrating to Client the successful completion of all included interfaces and software modifications, as set forth in the agreement.

Deliverables

- Installation, configuration, and acceptance testing of NCIC, and Livescan interfaces.

Prerequisites

- Completion of Interface Configuration Document (see example in Appendix A); completed by 365Labs in conjunction with Client.
- Completion of Preliminary Interface Requirements (see Appendix B); completed by third-party vendor with the assistance of the Client.
- Methods of connectivity defined.
- Contact information for all third-party vendors.

Completion Criteria

This task is completed when 365Labs and Client have tested the NCIC, ANI/ALI interface, Livescan interface, and other external interfaces included in the agreement, and they are installed and working correctly in all material respects.

Configure NCIC, ANI/ALI, Livescan and Other External Interfaces

365Labs	Client
<p>Responsibilities</p> <ul style="list-style-type: none"> • NCIC Interface. • Install NCIC interface: <ul style="list-style-type: none"> – Work with Client to enter ORI and Mnemonic information. – Test NCIC interface. • Other external interfaces: <ul style="list-style-type: none"> – Serve as prime contractor to develop interfaces. – Test and successfully demonstrate completion to Client. • Update interface and system documentation, as necessary. 	<p>Responsibilities</p> <ul style="list-style-type: none"> • NCIC Interface: <ul style="list-style-type: none"> – Obtain State connection. – Obtain Mnemonics/Device IDs and ORIs. – Work with 365Labs to enter ORI and Mnemonic information. – Test NCIC interface.
<p>Required Staff</p> <ul style="list-style-type: none"> • Project Manager • Systems Engineer • Development (programmers) 	<p>Required Staff</p> <ul style="list-style-type: none"> • IT department • Any applicable third-party vendors • System Administrator

List of Interfaces

- Tiburon CAD/Mobile Interface
 - One way Cloud based iBridge interface and Engine to enable get importable Incident data from Tiburon CAD to 365Labs RMS. Standard incident data fields available from 3rd party CAD typically include incident number, File no, officer(s), people, location(s), comments(s); RMS will populate the corresponding fields with available data from CAD.

- ACCESS/WACIC/NCIC Interface
 - Interface and NCIC Engine to ACCESS/WACIC/NCIC to conduct queries (person/vehicle/property lookups) and populate fields in RMS/CAD with returned data where available

- RAIN/LinX Interface
 - One way interface to allow submission of incident report data from RMS to LinX
 - The LinX interface includes incident and arrest information; Incident includes property and vehicles.
 - Daily updates include any additions, changes, or deletions made in any of the shared files to ensure sealed and expunged records are appropriately updated in LinX.
 - Files marked as confidential with limited access rights will not be shared with LinX until complete.

- Sector Interface
 - One way interface from Sector to RMS to receive data for citations, crash reports (with PDF diagrams), traffic warnings and DUI reports

- JBRS Interface
 - One way Cloud based iBridge interface and Engine for JMS to push arrest information (offender details, arrest, charges) from 365Labs to JBRS.

- Court System Interface
 - One-way interface to enable JMS to query DISCIS for case status. DISCIS to provide a Web service – json/xml based.

- eProsecutor Interface
 - Two-way interface to allow push of case information and supplementals from RMS to Prosecutor system and ability for RMS to receive disposition and requests for follow-up information from Prosecutor system.

- Permitium Interface
 - One way interface to allow RMS to query Permitium for the following permit data: Name, Address, License Number, Issue Data & Expiration date

- EvidenceOnQ Interface
 - The quoted LERMS project includes a site license to 365Labs' Evidence Control, including the Mobile Application. It should be clarified with the client if the EvidenceOnQ interface is still wanted/needed rather than migrating functionality/processes to 365Labs' Evidence package.
- Axon Video/DEM Interface
 - One way interface to send basic case information from RMS to evidence.com
- Getac Video/DEM Interface
 - One way interface to send basic case information from RMS to evidence.com
- VineLink Interface
 - One-way interface to upload booking information to VineLink and to push changes in inmate custody status
- LockDown Interface
 - Two-way interface to push booking information from JMS to Lockdown and receive inmate balance information in JMS
- LiveScan Interface
 - One-way interface from JMS to Livescan to push booking information, warrant and case numbers. Booking information that can be transmitted to LiveScan includes:
 - Arrest Information
 - Arresting agency, arrest date/time, arresting officer
 - Booking details
 - Booking number, booking agency, booking date/time, booking charges
 - Charge fields:
 - Doc control number, title, section, subsection, offense date, description, counts, degree
 - Inmate details
 - Name, mugshot, DOB, race, gender, ethnicity, hair color, eye color, height, weight, DL/State ID number, SSN, address, phone number, email, jacket number, DOC number
- OffenderWatch Interface
 - One way interface to allow RMS to query OffenderWatch for sex offender registration status
- ViaPath Interface
 - One way interface from JMS to ViaPath to allow push of inmate information to include inmate name, booking number, DOB, gender, and housing assignment

Conduct Worksheet Sessions

Task Description

Within two weeks of completing the business process review, 365Labs will conduct a remote worksheet session of approximately two (2) hours in duration with Client's project team. A separate session will be held for both RMS and JMS. No limit is placed on the number of Client participants, but should include relevant subject matter experts (typically 3-5 in total).

Part of this training includes an overview of the purchased application. During the overview, 365Labs will demonstrate the functionality of the various applications and what information is needed in those worksheets.

Deliverables

- Worksheet sessions.

Prerequisites

- Staging environment is ready.
- Training room set up with internet connectivity.

Completion Criteria

This task is completed once the Worksheets are complete and loaded on the system.

365Labs	Client
<p>Responsibilities</p> <ul style="list-style-type: none"> • Worksheet sessions (system overview). • Demonstrate 365Labs applications. 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide appropriately equipped location for training. • Ensure appropriate personnel attend session.
<p>Required Staff</p> <ul style="list-style-type: none"> • Project Manger • RMS Business Analyst/Trainer • JMS Business Analyst/Trainer 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project team • Trainer

Complete Data Conversion

Task Description

Completion of data conversion process. 365Labs will perform four (4) runs for each product using the process detailed in the table below. Additional runs will be performed until signoff.

Deliverables

- Source data mapped to 365™ database. (See data conversion scope in the following pages.)

Prerequisites

- Client provides 365Labs with full access to source data.

Completion Criteria

This task is completed once the Client's source data is mapped to the 365™ database, and verified with signature by customer.

365Labs	Client
Responsibilities <ul style="list-style-type: none"> • See table below. 	Responsibilities <ul style="list-style-type: none"> • See table below.
Required Staff <ul style="list-style-type: none"> • 365Labs Database Administrator 	Required Staff <ul style="list-style-type: none"> • Subject matter experts

Phases / Tasks	365Labs Task Details	Client Task Details
Data Access Requirements		Client will provide access to the in-scope legacy databases using one of the methods in the Data Access Requirement document/appendix to be provided by 365Labs.
Pricing	Based on 365Labs evaluation of the data as described above, an official quote has been provided.	Client will review the official quote and review with 365Labs as needed.

Scoping/Mapping	<p>365Labs will lead the data conversion effort:</p> <ul style="list-style-type: none"> • Map field-by-field mapping, and convert data based on their schema into the appropriate database. • Provide the latest conversion data dictionary / data structure to the Client. • Offer documentation and provide 365Labs product knowledge. 	<p>The Client, led by the Application Development team, will provide 365Labs with the latest legacy data layouts/schema, test data and pertinent notes regarding the data and structure.</p> <p>The Client, led by the LERMS data validation team, will work with 365Labs to verify fields align and are mapped correctly. Map the following legacy reference values to 365Labs reference values prior to conversion into 365Labs:</p> <ul style="list-style-type: none"> • Attributes • Offense Codes • Name Report Links • Report Permissions • Name Associations / Relationships <ul style="list-style-type: none"> ○ Vehicles ○ Property ○ Reports (Arrests) • Property Chain Event Types • Property Storage Locations
Development	<p>365Labs will lead the development effort:</p> <ul style="list-style-type: none"> • Provide ETL scripting and services as required. • Work with Client to develop ETL (Extract, Transform, Load) scripts to convert the data from the legacy system(s) to 365Labs. 	<p>The Client, led by the App Dev team, will assist 365Labs with ETL services, as required.</p>
Load	<p>365Labs will load data into the 365Labs application.</p>	<p>The Client, led by the App Dev team and 365Labs, will work together to determine the migration format for the extracted legacy data.</p>

Validation	<p>365Labs will:</p> <ul style="list-style-type: none"> • Perform test conversions into a tenant Client can access as specified in the Implementation Plan • Provide the Entity Count Validation document after every conversion round with the following counts provided: <ul style="list-style-type: none"> ○ Count of records in the Migration database(s). ○ Count of records in the 365Labs database. • Correct valid bugs and make mapping change requests until the Data Migration Sign Off criteria delivered in connection with this SOW are met: <ul style="list-style-type: none"> ○ 365Labs will not perform data cleansing activities to correct data quality issues in the legacy database(s) of Client. 	<p>The Client will:</p> <ul style="list-style-type: none"> • Provide Entity Count Validation Legacy database(s) counts after every conversion round. • Perform field-level validation on the converted data. • Perform functionality validation on the converted data by performing test workflows on the converted data. • Log bugs and mapping change requests found during converted data validation.
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Data Conversion Scope
<ul style="list-style-type: none"> • Up to 20 years of data from two databases per the quote. • Depending upon complexity and encryption or general quality of data, price may vary from original quote. • All data may not be importable. • The number of fields to be imported is not limited by count but is dependent on their compatibility with 365Labs system schema. Fields that cannot be directly mapped to the existing table schema may not be importable. • May result in multiple records for the same entity.

- All MASTER PEOPLE data import from two databases per the quote.
- All MASTER ADDRESSES data import from two databases per the quote.
- All MASTER VEHICLES data import from two databases per the quote.
- All MASTER PROPERTY data import from two databases per the quote.
- All REPORTS data import from two databases per the quote.
- All INMATES data import from two databases per the quote.
- All BOOKINGS data import from two databases per the quote.
- All child tables which have a corresponding child table in 365 system will be imported inter-table relationships or child entities/objects will be imported if data dictionary is available.
- Known mime types and unencrypted attachments to be imported.
- All data elements without descriptors will be imported into the comments field.
- Transactions, Audit and History data may not be importable.
- Best effort import of all rich text or hybrid field data.

Conduct Application Workshop Sessions

Task Description

365Labs will conduct the separate, remote Workshop Sessions for RMS and JMS:

- 365Labs application administration (four 2- to 4-hour remote sessions)
- Module-specific training, as appropriate

Application workshop sessions include training on how to set up, enter, and administer the operational and administrative code tables. Following training, Client will be responsible for entering and maintaining the code tables. Client must enter data into the code tables before user training begins. 365Labs will also provide training on setting the correct personnel to their respective 365 roles to access the applications they need.

Deliverables

- Application workshop sessions.

Prerequisites

- 365Labs application installation.
- Worksheet sessions.

Completion Criteria

This task is completed when 365Labs has provided the application workshop sessions.

365Labs	Client
<p>Responsibilities</p> <ul style="list-style-type: none"> • System administrator workshops. • Application administration workshops. • Code table setup workshops. 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide properly equipped location for training. • Ensure appropriate personnel attend training. • Enter and maintain code tables.
<p>Required Staff</p> <ul style="list-style-type: none"> • Business Analyst/Trainer 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project Manager (as needed) • Project team • System Administrator • IT personnel • Department managers (as needed for code tables decisions)

Conduct Functional Acceptance Testing Sessions

Task Description

365Labs' Business Analyst will conduct an application functional acceptance test (FAT) session remotely, separately for RMS and JMS, which consists of walking Client through 5-10 test cases to ensure Client understands the process. Once the initial walkthrough concludes, Client is expected to complete the remaining test cases with the project team and subject matter experts (SMEs) within the next two weeks. Client will return the results to the Business Analyst and walk through any failed test cases or any misunderstood test cases.

Prior to user training, 365Labs' Business Analyst and Client's SMEs will ensure the system is ready for training following the results of the FAT document Client returns.

Deliverables

- FAT test case document and pass/fail matrix template.
- Conduct 5-10 test cases with Client over a remote session (approximately 2 hours).

Prerequisites

- 365Labs application installation.
- Worksheets and code table build.
- Application workshops complete.

Completion Criteria

This task is completed when the test case document has been complete and returned to the Business Analyst to review and go over with Client any failed or misunderstood test cases.

365Labs	Client
<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide test case document and pass/fail matrix template. • Walk through 5-10 test cases with customer to ensure understanding of the document. 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Complete test case document along with pass/fail matrix guide within two weeks of initial walkthrough with 365Labs' Business Analyst. <p>Note: 365Labs project and Implementation resources & consulting will be available throughout the life of project implementation.</p>
<p>Required Staff</p> <ul style="list-style-type: none"> • Business Analyst 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project team • Application SMEs • System Administrators

Conduct System Administration Training

Task Description

365Labs will conduct remote system administration training with Client's System Administrator and SMEs. This will be a 2-4-hour session to ensure the administration of the application is well understood. This will mainly be a refresher for those present at the worksheet and workshop sessions.

Deliverables

- System administration training.

Prerequisites

- Functional testing completed.
- Worksheets and workshops completed.

Completion Criteria

This task is completed when 365Labs has provided System Administration training with Client.

365Labs	Client
<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide System Administration Training to Client. 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Provide training facilities and equipment. • Ensure appropriate personnel attend.
<p>Required Staff</p> <ul style="list-style-type: none"> • Business Analyst/Trainer 	<p>Required Staff</p> <ul style="list-style-type: none"> • System Administrators • Project Team • Subject Matter Experts • Typically 5-10, but no more than 15 individuals

Conduct Train-The-Trainer Training

Task Description

365Labs will conduct onsite train-the-trainer training for both RMS & JMS with Client's System Administrators and SMEs who will, in turn, conduct internal training with their staff's end users. Depending on the application, this will typically be scheduled for four 4-hour sessions remotely. (Additional onsite training can be purchased.)

Note: The hours or days listed on the contract also include workshops/setup & Go-live hours, which are not all towards train-the-trainer training.

Training Class & Description	Recommended # of Participants per Class	Recommended Personnel to Attend	Hrs.
RMS (Reporting & Records Management)			
Field Reporting <ul style="list-style-type: none"> • Features/functionality • How to create, review, & submit reports (incident, arrest, field interview, etc.) • RMS mobile app • IBR best practices 	up to 20	<ul style="list-style-type: none"> • Field officers • Supervisors 	16
RMS – Records Basics Overview of Records Room module including person, vehicle, locations, property & events, batch reporting <ul style="list-style-type: none"> • Sealing & expungements • How to create and modify records 	10-15	All records personnel	4
RMS Incidents/Cases <ul style="list-style-type: none"> • Incident/Case creation, updates, and edits • Case property & arrests • Standard reports 	10-15	Officers	4
RMS Arrests <ul style="list-style-type: none"> • Searching arrest reports 	10-15	All records personnel	2

RMS Property/Evidence Basics <ul style="list-style-type: none"> • Entry of property/evidence • Searching & editing 	10-15	Records personnel & officers who handle property/evidence	2
Evidence Control <ul style="list-style-type: none"> • Property/Evidence intake & management • Tracking, barcodes/labels and chain of custody 	10-15	Records personnel & officers who handle property/evidence	2
RMS Case Management <ul style="list-style-type: none"> • Managing case assignments, tracking, updating • Case activity tracking • Case Management reports & dashboards 	10-15	Investigations division	2
RMS Tow Management <ul style="list-style-type: none"> • Managing Tow reports • Documenting Wrecker companies, locations, driver & vehicle information 	10-15	Records Personnel & Officers that handle Tow information & reporting	2
RMS Citations/Tickets <ul style="list-style-type: none"> • Entry, editing, printing & voiding citations • Citations search • Citation reports & dashboards 	10-15	Records personnel & traffic/patrol division	2
RMS Warrants <ul style="list-style-type: none"> • Entry, editing & searching warrants • Warrants reports 	10-15	Records personnel	2
RMS IBR <ul style="list-style-type: none"> • NIBRS/State IBR submission 	10-15	Records personnel	2

NCIC <ul style="list-style-type: none"> • People searches & options • Guns & article searching • Vehicles & boats 	10-15	Records and Dispatch supervisors	2
Inventory <ul style="list-style-type: none"> • Adding Inventory items • Creating POs • Edit incoming and receiving items 	10-15	Records & others who maintain inventory	2
Personnel Time and Training (PTT) <ul style="list-style-type: none"> • Managing & maintaining personnel information • Saving documents for personnel • Managing & maintaining K9 and associated handlers 	10-15	Administrators	2
Citizen Portal <ul style="list-style-type: none"> • User registration • Modules access & overview • Module trainings 	5-10	Administrators & IT	2
Permits <ul style="list-style-type: none"> • How to add permits into the system • Maintaining and managing records • Reporting 	10-15	Records & users that manage Permits	4
Civil <ul style="list-style-type: none"> • Service of legal documents • Document management • Case tracking & reporting 	10-15	Records, officers & other users that manage civil papers	24

Jail Management System			
JMS – Basics + Jackets Overview of the system design and functionality and global jackets	10-15	All corrections personnel	8
JMS – Booking/Intake Overview of booking processes including: <ul style="list-style-type: none"> • Pre-booking/pre-release qualification • Booking from e-arrest • Booking checklist & processes (ID, housing, classification, etc.) 	10-15	Booking officers	16
JMS – Releases Inmate release processes	10-15	Booking officers	4
JMS – Booking Management Managing bookings after inmate is initially housed: <ul style="list-style-type: none"> • Transferring housing • Court hearing scheduling • Classification changes • Work release • Release dates 	10-15	Correctional officers for housing and classifications	8
JMS Housing Events <ul style="list-style-type: none"> • Inmate housing • Moves • Visitation • Event tracking • Inmate activity logs • Correctional officer logs 	10-15	Correctional officers for housing	4
JMS – Incidents Tracking of incidents within the facility (fights, damage to property, violations, etc.)	10-15	Corrections officers	2
JMS – Finance & Billing <ul style="list-style-type: none"> • Billing agencies • Charges for inmates 	10-15	Financial/billing staff	2

<ul style="list-style-type: none"> Financial reports 			
JMS – Inmate Programs Tracking of programs within the facility (GED courses, AA classes, etc.)	10-15	Corrections program manager	1
JMS – Notifications & Alerts <ul style="list-style-type: none"> Tracking daily data entries that require special attention Alert entry/flags Updating inmates that may be a danger to themselves/others 	10-15	All corrections officers & staff	2
JMS – Reports Overview of built-in system reports, how to generate, etc.	10-15	Corrections supervisors	2
JMS – Advanced Reporting & Data Analysis Creating custom reports and dashboards using JMS data in Power BI	10-15	Corrections supervisors who require specialty reports	4

Deliverables

- Train-the-trainer training.

Prerequisites

- Functional testing completed.
- Worksheets and workshops complete.
- System administration training completed.

Completion Criteria

This task is completed when 365Labs has provided train-the-trainer training with Client.

365Labs	Client
Responsibilities <ul style="list-style-type: none"> Provide train-the-trainer training to Client. 	Responsibilities <ul style="list-style-type: none"> Provide training facilities and equipment. Ensure appropriate personnel attend.

Required Staff <ul style="list-style-type: none">• Business Analyst/Trainer	Required Staff <ul style="list-style-type: none">• System Administrators• Project team• Subject matter experts• No more than 20 representatives
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Cutover to Live Operation

Task Description

365Labs' Business Analyst, Trainers, and Project Manager will be remote to assist Client with cutover to live operation (Go-live). (Onsite assistance can be arranged according to trips purchased on the sales contract.)

This project includes two (2) onsite individuals beginning on the Go-live date for three (3) contiguous days for both RMS & JMS. Go-live dates are typically scheduled on Tuesdays.

On the day of cutover to live operation, 365Labs will facilitate a Go-live kickoff meeting to ensure that all tasks are completed and involved Client personnel are prepared for their roles during and post-cutover.

After cutover, 365Labs' Business Analyst and Trainers will assist Client personnel with the initial live database entry, providing guidance and training as needed. The Business Analyst and Trainers will troubleshoot live database problems that may occur and make minor configuration modifications as Client makes initial database entries and enacts entire work processes in the live environment.

365Labs' Business Analyst and Trainers will hold meetings at the beginning and end of each workday to discuss concerns and issues that arise.

Client's System Administrators, project team, and other "supervisory users" will also be present to provide guidance to Client personnel who need additional assistance. Client personnel are free to ask questions. The System Administrators, project team, and other supervisory users should report issues and concerns they encounter to 365Labs' Business Analysts, Trainers, and Project Manager, who will incorporate the issues and concerns into daily meetings and one-on-one training.

Deliverables

- Three (3) 365Labs personnel will be onsite for Go-live assistance, which may include the designated Business Analyst, Trainers, and/or the Project Manager.

Prerequisites

- Completion of all previous tasks.

Hours

- 8:00 a.m. – 5:00 p.m. for Business Analyst and Project Manager. 365Labs will cover swing shifts with Trainers as necessary.

Cutover to Live Operation

Completion Criteria

This task is completed once live operations of the entire system have commenced and the other tasks described above been completed.

Acceptance Criteria

“Acceptance” means that the Client has accepted in writing that the Software is performing in accordance with the software’s documentation. Within forty-five (45) days of the Go-live date, Client presents 365Labs with a written list of defects, which must be corrected before Acceptance, except for errors Client deems to be minor or inconsequential in its sole discretion. Following correction of such defects, Acceptance shall not be unreasonably withheld. If no defects are reported within 45 days of the Go-live date, the Software is deemed accepted by the Client. The parties acknowledge that Acceptance does not override the warranty and support terms. To note, 365Labs utilizes an existing acceptance criteria form that is then customized per client product mix, which must be signed off on by the Client.

365Labs	Client
<p>Responsibilities</p> <ul style="list-style-type: none"> • Facilitate Go-live kickoff meeting (first day of Go-live). • Assist with initial live database entry. • Observe operations and troubleshoot live database problems. • Make minor modifications, as needed. • Work one-on-one with individuals needing extra assistance. 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Ensure appropriate personnel attend Go-live kickoff meeting. • Provide guidance to individuals who need extra assistance. • Relay issues and concerns to 365Labs after initial troubleshooting with Client's System Administrators.
<p>Required Staff</p> <ul style="list-style-type: none"> • Project Manager • Business Analyst • Trainers 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project Manager • All employees (end users)

Review Transition Plan Document

Task Description

Transition Plan document will be provided with details on everything purchased, including interfaces. A signature line is provided for Client to accept that the software is operational as promised. Following Go-live, the 365Labs Implementation Team will transfer ongoing responsibility to 365Labs' Support Team. Client's primary point of contact will transition from the Project Manager to the designated Account Manager. The 365Labs Implementation Team will introduce the support team and support system during installation, with a hand-off to occur at Go-live.

Deliverables

- 365Labs' review and submission of the Transition Plan to the Client project team; (see Appendix C).

Prerequisites

- Completion of cutover and all deliverables.

Completion Criteria

This task is complete once the Transition Plan has been presented and sent to the agency for signature.

365Labs	Client
Responsibilities <ul style="list-style-type: none"> • Deliver Transition Plan. 	Responsibilities <ul style="list-style-type: none"> • Ensure appropriate personnel attend.
Required Staff <ul style="list-style-type: none"> • Project Manager 	Required Staff <ul style="list-style-type: none"> • Project team

Perform Site Audit and Analysis

Task Description

Approximately one month after cutover to live operation, a 365Labs Business Analyst or Trainer will be remote to observe how Client personnel are using the RMS and JMS applications, separately. The Business Analyst or Trainer will be available to answer any follow up questions and provide additional training to enhance user capabilities, showing users alternative ways to use the System.

Deliverables

- Remote analysis and training for up to three 4-hour sessions.

Prerequisites

- Go-live operations.

Completion Criteria

This task is completed once the 365Labs Business Analyst or Trainer has conducted site audit and analysis.

365Labs	Client
<p>Responsibilities</p> <ul style="list-style-type: none"> • Answer follow-up questions. • Show users alternative ways to use the system, if needed. 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Communicate questions or concerns.
<p>Required Staff</p> <ul style="list-style-type: none"> • Business Analyst 	<p>Required Staff</p> <ul style="list-style-type: none"> • Applicable staff

Major Milestones

- Hold project kickoff meeting.
- Conduct Active Directory sync meeting with Client IT.
- Install core 365™ application and confirm Client can access their environment.
- Configure NCIC, LiveScan, and other internal interfaces (as specified in the contract).
- Conduct application workshop sessions.
- Conduct system administration training.
- Conduct train-the-trainer training.
- Cutover to live operations.

Year 1 Payment Milestones	
Contract Signing	20% Professional Services (Implementation & Training) & 100% of Hardware. Initial payment must be received by 365Labs before proceeding.
Kick Off	0% Professional Services
Cloud/On-Prem Staging Environment Ready to Login	10% Professional Services
Cloud/On-Prem Staging Environment Ready to Login	Annual SaaS Subscription Begins – 50% Year 1 Payment
Training Complete	30% of Professional Services
Sign off for Go-Live	20% of Professional Services
Go-Live	Annual SaaS Subscription – 50% Year 1 Payment 30-Day Customer Reliability – 20% of Professional Services

365Labs Privacy Statement

365Labs Privacy Statement

Your privacy is important to us. This privacy statement explains the personal data 365Labs processes, how 365Labs processes it, and for what purposes. 365Labs offers a wide range of products, including server products used to help operate enterprises worldwide, devices you use in your home, software, and services developers use to create and host what's next. References to 365Labs products in this statement include 365Labs services, websites, apps, software, servers, and devices. Please read the product-specific details in this privacy statement, which provide additional relevant information. This statement applies to the interactions 365Labs has with you and the 365Labs products listed below, as well as other 365Labs products that display this statement.

Personal data we collect

365Labs collects data from you, through our interactions with you and through our products. You provide some of this data directly, and we get some of it by collecting data about your interactions, use, and experiences with our products. The data we collect depends on the context of your interactions with 365Labs and the choices you make, including your privacy settings and the products and features you use. We also obtain data about you from third parties.

If you represent an organization, such as a business or school, that utilizes Enterprise and Developer Products from 365Labs, please see the Enterprise and developer products section of this privacy statement to learn how we process your data. If you are an end user of a 365Labs product or a 365Labs account provided by your organization, please see the Products provided by your organization and the 365Labs account sections for more information.

You have choices when it comes to the technology you use and the data you share. When we ask you to provide personal data, you can decline. Many of our products require some personal data to provide you with a service. If you choose not to provide data required to provide you with a product or feature, you cannot use that product or feature. Likewise, where we need to collect personal data by law or to enter into or carry out a contract with you, and you do not provide the data, we will not be able to enter into the contract; or if this relates to an existing product you're using, we may have to suspend or cancel it. We will notify you if this is the case at the time. Where providing the data is optional, and you choose not to share personal data, features like personalization that use such data will not work for you.

How we use personal data

365Labs uses the data we collect to provide you with rich, interactive experiences. In particular, we use data to:

- Provide our products, which includes updating, securing, and troubleshooting, as well as providing support. It also includes sharing data, when it is required to provide the service or carry out the transactions you request.
- Improve and develop our products.
- Personalize our products and make recommendations.
- Advertise and market to you, which includes sending promotional communications, targeting advertising, and presenting you with relevant offers.
- We collect data about how users interact with our product. This includes data such as access dates and times, app features or pages viewed, app crashes and other app activity, and third-party sites or services used before interacting with our services. In some cases, we collect this data through cookies, pixels, tags, and similar tracking technologies that create and maintain unique identifiers.
- We may collect data about the devices used to access our services, including the hardware models, device IP address, operating systems and versions, software, preferred languages, unique device identifiers, advertising identifiers, serial numbers, device motion data, and mobile network data.
- **Audio recordings:** In certain jurisdictions, and where permitted by law, users can give voice command and record the audio to interact with the application. Recordings are encrypted and stored on user's devices within the app.
- **Location's data:** 365Labs collects this data when the app is running in the foreground (app open and on-screen) or background (app open but not on-screen) of their mobile device. We collect precise or approximate location data from app user's mobile device if they enable us to do so. 365Labs collects this data from the time, the app is running in the foreground of their mobile device. We use this data to enhance your use of our apps. This enables us to offer services to the user like customer support.

We also use the data to operate our business, which includes analyzing our performance, meeting our legal obligations, developing our workforce, and doing research.

In carrying out these purposes, we combine data we collect from different contexts (for example, from your use of two 365Labs products) or obtain from third parties to give you a more seamless, consistent, and personalized experience, to make informed business decisions, and for other legitimate purposes.

Our processing of personal data for these purposes includes both automated and manual (human) methods of processing. Our automated methods often are related to and supported by our manual methods. For example, our automated methods include artificial intelligence (AI), which we think of as a set of technologies that enable computers to perceive, learn, reason, and

assist in decision-making to solve problems in ways that are similar to what people do. To build, train, and improve the accuracy of our automated methods of processing (including AI), we manually review some of the predictions and inferences produced by the automated methods against the underlying data from which the predictions and inferences were made. For example, we manually review short snippets of a small sampling of voice data we have taken steps to de-identify to improve our speech services, such as recognition and translation.

Reasons we share personal data

We share your personal data with your consent or to complete any transaction or provide any product you have requested or authorized. We also share data with 365Labs-controlled affiliates and subsidiaries; with vendors working on our behalf; when required by law or to respond to legal process; to protect our customers; to protect lives; to maintain the security of our products; and to protect the rights and property of 365Labs and its customers.

How to access and control your personal data

You can also make choices about the collection and use of your data by 365Labs. You can control your personal data that 365Labs has obtained, and exercise your data protection rights, by contacting 365Labs or using various tools we provide. In some cases, your ability to access or control your personal data will be limited, as required or permitted by applicable law. How you can access or control your personal data will also depend on which products you use. For example, you can:

- Control the use of your data for interest-based advertising from 365Labs by visiting our opt-out page.
- Choose whether you wish to receive promotional emails, SMS messages, telephone calls, and postal mail from 365Labs.
- Access and clear some of your data through the 365Labs privacy dashboard.

Not all personal data processed by 365Labs can be accessed or controlled via the tools above. If you want to access or control personal data processed by 365Labs that is not available via the tools above or directly through the 365Labs products you use, you can always contact 365Labs at the address in the How to contact us section or by using our web form.

We provide aggregate metrics about user requests to exercise their data protection rights via the 365Labs Privacy Report.

Cookies and similar technologies

Cookies are small text files placed on your device to store data that can be recalled by a web server in the domain that placed the cookie. We use cookies and similar technologies for storing and honoring your preferences and settings, enabling you to sign in, providing interest-based advertising, combating fraud, analyzing how our products perform, and fulfilling other legitimate purposes. 365Labs apps use additional identifiers, such as the advertising ID in Windows described in the Advertising ID section of this privacy statement, for similar purposes.

We also use “web beacons” to help deliver cookies and gather usage and performance data. Our websites may include web beacons, cookies, or similar technologies from third-party service providers.

You have a variety of tools to control the data collected by cookies, web beacons, and similar technologies. For example, you can use controls in your internet browser to limit how the websites you visit are able to use cookies and to withdraw your consent by clearing or blocking cookies.

Products provided by your organization—notice to end users

If you use a 365Labs product provided by an organization you are affiliated with, such as an employer or school, and you use your work or school account to access that 365Labs product, that organization can:

- Control and administer your 365Labs product and product account, including controlling privacy-related settings of the product or product account.
- Access and process your data, including the interaction data, diagnostic data, and the contents of your communications and files associated with your 365Labs product and product accounts.

If you lose access to your work or school account (in event of change of employment, for example), you may lose access to products and the content associated with those products, including those you acquired on your own behalf, if you used your work or school account to sign in to such products.

Many 365Labs products are intended for use by organizations, such as schools and businesses. Please see the Enterprise and developer products section of this privacy statement. If your organization provides you with access to 365Labs products, your use of the 365Labs products is subject to your organization’s policies, if any. You should direct your privacy inquiries, including any requests to exercise your data protection rights, to your organization’s administrator. When you use social features in 365Labs products, other users in your network may see some of your activity. To learn more about the social features and other functionality, please review documentation or help content specific to the 365Labs product. 365Labs is not responsible for the privacy or security practices of our customers, which may differ from those set forth in this privacy statement.

When you use a 365Labs product provided by your organization, 365Labs’s processing of your personal data in connection with that product is governed by a contract between 365Labs and your organization. 365Labs processes your personal data to provide the product to your organization and you, and for 365Labs’s legitimate business operations related to providing the product as described in the Enterprise and developer products section. As mentioned above, if you have questions about 365Labs’s processing of your personal data in connection with providing products to your organization, please contact your organization. If you have questions about 365Labs’s legitimate business operations in connection with providing products to your

organization, please contact 365Labs as described in the How to contact us section. For more information on our legitimate business operations, please see the Enterprise and developer products section.

For 365Labs products provided by your organization, 365Labs will:

- not collect or use student personal data beyond that needed for authorized educational or school purposes;
- not sell or rent student personal data;
- not use or share student personal data for advertising or similar commercial purposes, such as behavioral targeting of advertisements to students;
- not build a personal profile of a student, other than for supporting authorized educational or school purposes or as authorized by the parent, guardian, or student of appropriate age; and
- require that our vendors with whom student personal data is shared to deliver the educational service, if any, are obligated to implement these same commitments for student personal data.

Other important privacy information

Below you will find additional privacy information, such as how we secure your data, where we process your data, and how long we retain your data. You can find more information on 365Labs and our commitment to protecting your privacy at 365Labs Privacy.

Product-specific details:

Enterprise and developer products

Enterprise and Developer Products are 365Labs products and related software offered to and designed primarily for use by organizations and developers. They include:

- Cloud services, referred to as Online Services in the 365Labs Online Services Terms (OST), such as Office 365, 365Labs Azure for which an organization (our customer) contracts with 365Labs for the services ("Enterprise Online Services").
- Other enterprise and developer cloud-based services.
- Server, developer, and hybrid cloud platform products, such as Windows Server, SQL Server, Visual Studio, System Center, Azure Stack and open source software like Bot Framework solutions ("Enterprise and Developer Software").
- Appliances and hardware used for storage infrastructure.
- Professional services referred to in the OST that are available with Enterprise Online Services, such as onboarding services, data migration services, data science services, or services to supplement existing features in the Enterprise Online Services.

In the event of a conflict between this 365Labs privacy statement and the terms of any agreement(s) between a customer and 365Labs for Enterprise and Developer Products, the terms of those agreement(s) will control.

You can also learn more about our Enterprise and Developer Products' features and settings, including choices that impact your privacy or your end users' privacy, in product documentation.

If any of the terms below are not defined in this Privacy Statement or the OST, they have the definitions below.

General. When a customer tries, purchases, uses, or subscribes to Enterprise and Developer Products, or obtains support for or professional services with such products, 365Labs receives data from you and collects and generates data to provide the service (including improving, securing, and updating the service), conduct our legitimate business operations, and communicate with the customer. For example:

- When a customer engages with a 365Labs sales representative, we collect the customer's name and contact data, along with information about the customer's organization, to support that engagement.
- When a customer interacts with a 365Labs support professional, we collect device and usage data or error reports to diagnose and resolve problems.
- When a customer pays for products, we collect contact and payment data to process the payment.
- When 365Labs sends communications to a customer, we use data to personalize the content of the communication.
- When a customer engages with 365Labs for professional services, we collect the name and contact data of the customer's designated point of contact and use information provided by the customer to perform the services that the customer has requested.

The Enterprise and Developer Products enable you to purchase, subscribe to, or use other products and online services from 365Labs or third parties with different privacy practices, and those other products and online services are governed by their respective privacy statements and policies.

Productivity and communications products

Productivity and communications products are applications, software, and services you can use to create, store, and share documents, as well as communicate with others.

Search, 365Labs Edge, and artificial intelligence

Search and artificial intelligence products connect you with information and intelligently sense, process, and act on information—learning and adapting over time.

365Labs California Consumer Privacy Act. Addendum

This Addendum supplements the information contained in the 365Labs Privacy Policy and applies to Website visitors, Customers, Users, Registrants, End Users, Affiliates and other individuals (incl. households) who are residents of the State of California, USA (“consumer”, “you”, “your”).

For avoidance of doubt, the term “data subject” used in the Privacy Policy shall correspond to the term “consumer” used herein and the term “personal data” in the Privacy Policy shall be equivalent to the term “personal information” used herein. All other terms which are not explicitly defined in this Addendum shall have the meaning as set forth in the Privacy Policy.

This Addendum is drafted in compliance with the California Consumer Privacy Act (“CCPA”) and other relevant California privacy laws and its purpose is to provide additional privacy disclosures and to inform you of your additional rights as a California resident.

Categories of Personal Information Collected

We collect information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer (“personal information”), depending on the Services used:

- Identifiers (like your name, contact information, and device and online identifiers);
- Commercial information (your billing information and purchase history, for example);
- Internet or other electronic network activity information.
- Geolocation data (such as your location based on your IP address).
- Audio, electronic, visual or similar information (such as your profile picture, if you uploaded one).
- Professional or employment-related information
- Inferences we make (such as likelihood of retention or attrition).

Apart from you, being the main source of information we collect about you, we may also collect personal information from publicly accessible sources and/or third parties, such as our affiliates, trusted partners, including but not limited to marketing, advertising, security service providers, etc. You can find more information about what we collect and sources of that information in the Personal data we collect section of the Privacy Policy.

We collect personal information for the business and commercial purposes described in the How We Use Personal Data section of the Privacy Policy.

We may disclose and share personal information to categories of third parties as set forth in the Reasons we share personal data section of the Privacy Policy.

Sharing Information

We may share information about you in limited circumstances, and with appropriate safeguards on your privacy.

- **Third-party vendors:** We may share information about you with third-party vendors who need the information in order to provide their services to us. This includes vendors that help us provide our Services to you (like vendors who process your credit and debit card information to make transaction, payment providers, cloud storage services, customer chat and email support services that help us communicate with you, registrars, registries); those that assist us with our marketing efforts (e.g., by providing tools for identifying a specific marketing target group or improving our marketing campaigns, and by placing ads to market our services); those that help us understand and enhance our Services (like analytics providers); who may need information about you in order to, for example, provide technical or other support services to you. We require vendors to agree to privacy commitments in order to share information with them.
- **Legal and regulatory requirements:** We may disclose information about you in response to a subpoena, court order, or other governmental request.
- **Business transfers:** In connection with any merger, sale of company assets, or acquisition of all or a portion of our business by another company, user information would likely be one of the assets that is transferred or acquired by a third party. If any of these events were to happen, this Privacy Policy would continue to apply to your information and the party receiving your information may continue to use your information, but only consistent with this Privacy Policy.
- **With your consent:** We may share and disclose information with your consent or at your direction. For example, we may share your information with third parties when you authorize us to do so.
- **Aggregated or de-identified information:** We may share information that has been aggregated or de-identified, so that it can no longer reasonably be used to identify you. For instance, we may publish aggregate statistics about the use of our Services or share a hashed version of your email address to facilitate customized ad campaigns on other platforms.
- **Published support requests:** If you send us a request for assistance (for example, via a support email or one of our other feedback mechanisms), we reserve the right to publish that request in order to clarify or respond to your request, or to help us support other users.

Selling information

365Labs does not sell our users' data. We aren't a data broker, we don't sell your personal information to data brokers, and we don't sell your information to other companies.

Consumer rights under the CCPA

If you are a California resident, you have additional rights under the CCPA, subject to any exemptions provided by the law, including the right to:

- Request to know the categories of personal information we collect, the categories of business or commercial purpose for collecting and using it, the categories of sources from which the information came, the categories of third parties we share it with, and the specific pieces of information we collect about you.
- Request deletion of personal information we collect or maintain.
- Opting out of any sale of personal information; and
- Not receive discriminatory treatment for exercising your rights under the CCPA.

Contacting Us About These Rights

As per the CCPA 365Labs shall take into consideration the following requirements when answering a consumer's request:

- The consumer shall place a verifiable consumer request. 365Labs is not obliged to provide information to the consumer if it cannot verify that the consumer making the request is the consumer about whom 365Labs has collected information or is a person authorized by the consumer to act on consumer's behalf;
- 365Labs is obliged to provide the required information no more than twice in 12 (twelve) months;
- The provision of information by 365Labs is generally free of charge;
- 365Labs shall provide the required information within 45 (forty-five) days of receiving the consumer's request. The time period to provide the required information may be extended once by an additional 45 (forty-five) days when reasonably necessary, and upon notification to the consumer. The disclosure shall cover the 12-month period preceding the receipt of the verifiable consumer request and shall be made in writing and delivered through the consumer's Client Area, if the consumer maintains an account with us, or by mail or electronically at the consumer's option if the consumer does not maintain an account with us, in a readily useable format that allows the consumer to transmit this information from one entity to another without hindrance. 365Labs may require authentication of the consumer that is reasonable in light of the nature of the personal information requested, but shall not require the consumer to create an account in order to make a verifiable consumer request. If the consumer maintains an account with 365Labs, we may require the consumer to submit the request through its Client Area.

How to reach us

If you have a question about this Privacy Policy, or you would like to contact us about any of the rights mentioned in the Consumer Rights section above, please [click here](#) contact us through our web form or via [email](#).