SOFTWARE MAINTENANCE AGREEMENT

Made: _8/12/2022_____ (the "Effective Date")

THIS SOFTWARE MAINTENANCE AGREEMENT ("Agreement") is made as of the Effective Date by and between CI Technologies, Inc. ("CIT"), a Florida corporation with offices located at 65 Seaside Capers Road, St. Augustine, Florida 32084, and the individual or entity identified as Customer on the signature page of this Agreement.

WITNESSETH:

WHEREAS, CIT has owns, licenses, and maintains certain "IAPro" internal affairs software and BlueTeam "field support" software ("Software" as defined hereunder); and

WHEREAS, Customer and CIT have executed that certain Software License under which Customer obtained the right to use the Software; and

WHEREAS, Customer desires CIT to provide Customer with certain maintenance and user support services for the Software, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits of the covenants and restrictions herein contained CIT and Customer hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 -- Recitals: The above recitals and identification of parties are true and correct.

Section 1.02 -- Definitions: The following definitions shall apply:

(1) Acceptance Date: The term "Acceptance Date" shall mean the Acceptance Date as defined under the License.

(2) Access: The term "access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.

(3) Associate: The term "Associate" shall mean an employee of CIT or independent contractor hired by CIT.

(4) Authorized Facility: The term "Authorized Facility" shall mean the any facility where work is performed by the Customer's employees.

(5) Authorized Person: The term "Authorized Person" shall mean a person or organization who is authorized in writing by CIT to receive Confidential Information and who agrees to maintain the confidentiality of such Confidential Information.

(6) Cancellation Notice: The term "Cancellation Notice" shall mean that written notice sent by one party to this Agreement to the other party to this Agreement seeking to cancel this Agreement because of breach by such other party.

(7) Computer: The term "Computer" shall mean the "Computer" as defined under the License, and shall include the computer system located at the Authorized Facility used by employees of Pittsburgh Bureau of Police and the City of Pittsburgh Office of Municipal Investigations.

(8) Confidential Information: The term "Confidential Information" shall mean all information disclosed by a party to this Agreement (the "Disclosing Party") to the other party (the "Receiving Party") in which the Disclosing Party has a good faith belief it is proprietary or confidential at the time such information comes into the possession or knowledge of the Receiving Party and which is not: (i) already known to the Receiving Party; (ii) in the public domain; (iii) conveyed to the Receiving Party by a third party; (iv) released by the Disclosing Party without restriction; (v) independently developed by the Receiving Party; and (vi) required by court order or other law or legal process to be released by the Receiving Party. For purposes of this definition, Confidential Information shall be deemed to include all information concerning this Agreement and the Product, excluding items that are subject to disclosure pursuant to law, including the Pennsylvania Right to Know Law, 65 P.S. § 67.101 et seq. The parties hereto acknowledge that this Agreement shall be a public record.

(9) Defect: The term "Defect" shall mean programming or software design errors which substantially impair the performance, utility and functionality of the Software on the Computer as represented in the Documentation.

(10) Delivery Date: The term "Delivery Date" for an Update, Upgrade or Enhancement shall mean

the date CIT delivers such Update, Upgrade or Enhancement to Customer.

(11) Documentation: The term "Documentation" shall mean that certain user's guide for the Software, including Supplements thereto.

(12) Effective Date: The term "Effective Date" shall mean the date set forth above.

(13) Enhancement: The term "Enhancement" shall mean the object code for modifications to the Software which improve or expand the functionality or features of the Software as requested by Customer in writing and expressly approved by CIT.

(14) Fee Schedule: The term "Fee Schedule" shall mean that certain fee schedule attached hereto as Exhibit A and by this reference incorporated herein.

(15) Implement: The term "implement" and variants thereof (including, but not limited to, the terms "implementation," "implementing" and "implemented") shall mean to load and make available for user access and use.

(16) Initial Term: The term "Initial Term" shall mean that period of time starting on the Effective Date and continuing for one year.

(17) License: The term "License" shall mean that certain Software License between CIT and Allegheny County, dated as of September 3, 2018 under which CIT granted Customer a perpetual, unlimited license to use the Software.

(18) Maintenance Fee: The term "Maintenance Fee" shall mean the prevailing fee charged by CIT to Customers for Maintenance Services as published by CIT from time to time.

(19) Maintenance Services: The term "Maintenance Services" shall mean those certain defect resolution, Update and telephone support services for a Maintenance Term as provided under Article II of this Agreement.

(20) Maintenance Term: The term "Maintenance Term" shall mean a two year period of time which starts on the Acceptance Date and is renewable as set forth in Article VI.

(21) Product: The term "Product" shall mean the Software and Documentation.

(22) Remote Access: The term "Remote Access" shall mean a remote telecommunications network, wide area network, time sharing service, online service, electronic bulletin board service, Internet and Intranet (including, without limitation, other Internet or Intranet enabled) access to the Software.

(23) Renewal Terms: shall mean renewals of the Maintenance Term, as set forth in Section 6.03.

(24) Restatements: The term "Restatements" shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair Competition, Section 1 of the Uniform Trade Secrets Act and Section 1839 of Title 18 of the United States Code (18 U.S.C. §1839).

(25) Software: The term "Software" shall mean the term "Software" as defined under the License, including Enhancements, Updates and Upgrades thereto, as provided to Customer by CIT.

(26) Supplement: The term "Supplement" shall mean modifications or updates to the Documentation.

(27) Support Services: The term "Support Services" shall mean those certain consulting, implementation support, training and ad-hoc services provided to Customer by CIT in connection with the Software.

(28) Term: The term "Term" shall mean a period of time starting on the Effective Date and continuing until this Agreement is terminated or canceled as provided under Article VI of this Agreement.

(29) Unauthorized Access: The term "Unauthorized Access" shall mean any access to the Product except for the exclusive purposes of performing law enforcement-related tasks and Customer-wide administrative investigations; evaluating the performance, utility and functions of the Product, and training employees of Customer in the use of the Product.

(30) Unauthorized User: The term "Unauthorized User" shall mean any person other than 1) an employee, intern, or independent contractor of Customer, or 2) a person authorized to perform maintenance or other work on a host workstation or server.

(31) Update: The term "Update" shall mean the object code for modifications to the Software

which have been publicly released to CIT customers under standard Software Maintenance Agreements to resolve Defects and which improve or expand the performance of the Software on the Computer.

(32) Upgrade: The term "Upgrade" shall mean the object code for an upgrade to the Software which improves or expands the functionality or features of the Software as made available by CIT in conjunction with the maintenance services provided under this agreement.

(33) Upgrade Fee: The term "Upgrade Fee" shall mean the same as maintenance fee for the purposes of this agreement.

ARTICLE II: MAINTENANCE SERVICES

Section 2.01 – Provision of Technical Support: During the Maintenance Term, CIT shall provide technical support services as outlined in Exhibit B "Provision of Technical Support Services".

Section 2.02 -- Updates: During the Maintenance Term, CIT shall deliver Updates to Customer within sixty (60) days after the date that such Update is released by CIT. Except as otherwise agreed to by CIT in writing, Customer shall implement Updates on the Computer. Updates shall be deemed accepted by Customer on the Delivery Date.

Section 2.03 -- Telephone Consultations: During the Maintenance Term, CIT shall provide Customer with telephone consultations in answering questions concerning use of the Software, or any technical or other problems or issues that are encountered.

Section 2.04 -- Source Code Agreement: If requested to do so, CIT is willing to place the source code of the Software in escrow with the Customer.

The Customer may use the Source Code and Source Code documentation for the IAPro Software upon, but only upon, the occurrence of a "Triggering Event," which shall mean and include the following: (1) filing by CIT of a petition under any state or federal insolvency or bankruptcy statute seeking its declaration as insolvent or bankrupt; (2) filing of any action seeking receivership or reorganization of CIT pursuant to or under any state or federal insolvency or bankruptcy statute; (3) filing of an involuntary petition against CIT pursuant to any state or federal insolvency or bankruptcy statute; (4) CIT ceases to do business for any reason; (5) CIT breaches the terms and conditions of the Contract relating to software support and maintenance, as set forth in Exhibit B:

Maintenance and Support: Diagnostic, Resolution, and Escalation Procedures, or in any other maintenance agreement as agreed to and executed in writing by and between Licensee and CI Technologies; or (6) CIT no longer supports or maintains the IAPro Software.

If CIT breaches the terms and conditions of the Contract relating to software support and maintenance, notice will be given by the Customer, and a 60 day period will be allowed for CIT to act in good faith to satisfy those terms and conditions before the triggering event will be confirmed and acted upon.

A triggering Event shall NOT mean or include the following:

If The Customer elects not to continue to pay for, keep or renew the Annual Maintenance Contract.

The Customer falls in arrears in Annual Maintenance Contract Payments.

Upon the occurrence of a Triggering Event, The Customer may use the Source Code for the exclusive purpose of maintaining the performance, utility and functions of the Source Code and the executable (object code) IAPro Software, correcting defects in the executable IAPro Software, modifying the Source Code and executable IAPro Software for use by The Customer, creating enhancements and modifications for use by The Customer, and training employees of The Customer in the use of the Source Code for the foregoing purposes.

The IAPro Source Code will be delivered to The Customer in zipped, encrypted file format with the decryption password provided as well. All IAPro Source Code delivered to The Customer pursuant to the Contract will be held by The Customer in a secure storage facility within the office of the Commander of the Professional Standards or Internal Affairs Unit or the office of the Chief Executive of the Customer. The key to the IAPro Source Code will be held by The Customer in a secure storage facility within the office of the Commander of the Professional Standards or Internal Affairs Unit or the office of the Chief Executive of the Customer.

ARTICLE III: SUPPORT SERVICES

Section 3.01 -- Enhancements: Upon discovering a desired Enhancement for the Software, Customer may request development of the Enhancement. Any such request shall be submitted to CIT verbally or in writing. Development of any such Enhancement shall be subject to the sole and exclusive discretion of CIT. Any

service provided by CIT in developing any such Enhancement may be provided at the time and materials rates of CIT prevailing at the time such services are rendered as approved by CIT. Except as otherwise agreed to by CIT in writing, Customer shall implement Enhancements on the Computer. Enhancements shall be deemed accepted by the Customer on the Delivery Date. Any additional payment for Enhancements shall be subject to annual appropriation and approval by City Council of Customer.

Section 3.02 -- Upgrades: CIT shall inform Customer of the availability of an Upgrade within sixty (60) days after the date such Upgrade is released by CIT.

Section 3.03 -- Acceptance: Services provided by CIT under this Agreement shall be deemed delivered by CIT and accepted by Customer upon performance.

Section 3.04 -- Cooperation: Customer shall cooperate with CIT by providing CIT information concerning the Software and the Computer, as may be requested by CIT from time to time, and by granting CIT access to the personnel, facilities, computers, computer software and data of Customer only for purpose of performing this Agreement and subject to the confidentiality requirements set forth in this Agreement and any other limitations on access required by Customer or rules and regulations applicable to Customer.

Section 3.05 -- Schedule Restrictions: The services to be provided by CIT under this Agreement shall be performed only during the hours of 9:00 a.m. through 5:00 p.m. Eastern Time, Monday through Friday (excluding holidays), unless otherwise provided (as determined exclusively by CIT).

Section 3.06 – Data Migration: CIT shall perform two (2) data migrations for Customer. One data migration shall be performed for the City of Pittsburgh Office of Municipal Investigations, and one data migration shall be performed for the Pittsburgh Bureau of Police. The data to be migrated shall be reviewed by CIT's data migration team and will include one database only for each migration. The data migration shall performed by CIT at no cost to Customer.

ARTICLE IV: LICENSING

Section 4.01 -- License Grant: CIT hereby grants to Customer a non-exclusive and non-transferable license to use the Software on the Computer at the Authorized Facility and to use the Documentation at the Authorized Facility for the Term, subject to the terms and provision of this Agreement and the License.

Section 4.02 -- Risk of Loss: Customer shall assume risk of loss to an Enhancement, Update or Upgrade as of the Delivery Date for such Enhancement, Update or Upgrade.

Section 4.03 -- Authorized Use: Customer shall use commercially reasonable efforts to prevent Unauthorized Users from accessing the Product. Customer shall use commercially reasonable efforts to prevent Unauthorized Access to the Product. Customer shall promptly inform CIT of any and all Unauthorized Access (or suspected Unauthorized Access) and Unauthorized Users (or suspected Unauthorized Users) of which Customer has knowledge or suspicion.

Section 4.04 -- Site Restriction: Customer shall use the Software only on the Computer and only at the Authorized Facility.

ARTICLE V: PAYMENT

Section 5.01 -- Maintenance Fee: The Maintenance Fee for the Initial Term and any Renewal Terms shall be the amount of money set forth in the Fee Schedule. The Maintenance Fee shall include Updates, Upgrades, and Technical Support Services, as set forth in Section 2.01 and Exhibit B.

Section 5.02 -- Upgrade Fee: The Upgrades shall be provided at no additional cost and shall be considered part of the annual Maintenance Fee.

Section 5.03 -- Enhancements: Enhancement services shall be performed at the discretion of CIT or at the time and materials rates of CIT prevailing at the time such services are rendered as approved by CIT and as appropriated and approved by the City Council of Customer.

Section 5.04 -- Support Services: Support Services, other than the Technical Support Services outlined in Exhibit B, and any other services provided by CIT which are not provided for under this Agreement shall be invoiced to Customer by CIT at the time and material rates of CIT prevailing at the time the services are rendered plus actual travel and per diem costs incurred by CIT in providing such services. Any costs for additional services not included in the Maintenance Fee must be approved in advance by Customer pursuant to proper legislative action and are subject to annual appropriation.

Section 5.05 -- Costs: Section removed.

Section 5.06 -- Invoicing and Payment: CIT shall invoice Customer for the Maintenance Fee, all services provided by CIT, and all costs incurred by CIT in

providing services under this Agreement. Such invoice shall be accompanied by receipts evidencing such costs. Customer shall pay any such invoice in full within thirty days of receipt.

Section 5.07 -- Taxes: Customer shall pay any and all applicable taxes (excluding income taxes assessed against CIT).

Section 5.08 -- Refund: Upon termination or cancellation of this Agreement, other than for a material breach of this Agreement by CIT, CIT shall be entitled to retain all payments rendered to CIT by Customer under this Agreement in anticipation of services, including (without limitation) all Maintenance Fees, and all other payments rendered to CIT by Customer hereunder before the termination or cancellation date (as the case may be).

ARTICLE VI: TERMINATION

Section 6.01 -- Termination Limitations: This Agreement shall only be terminated and canceled as provided under this Article VI.

Section 6.02 -- Term: This Agreement shall be valid for the Term.

Section 6.03 -- Maintenance Term and Renewal: Subject to payment of the Maintenance Fee, CIT shall provide Maintenance Services to Customer for the Maintenance Term. The Maintenance Term may be extended upon written agreement of both parties for two (2) additional one-year Renewal Terms. Any such extensions shall be carried out pursuant to a written amendment to this Agreement signed by both parties and proper legislative action by Customer, as required. Termination or cancellation of this Agreement shall terminate or cancel (as the case may be) the Maintenance Term.

Section 6.04 -- Termination: Either party may terminate this Agreement for convenience upon providing ten days advance written notice to the other party.

Section 6.05 -- Cancellation for Cause: If either party violates its obligations under this Agreement, the other party may cancel this Agreement by sending Cancellation Notice describing the noncompliance to the party in violation. Upon receiving Cancellation Notice, the party in violation shall have ten days from the date of such notice to cure any such noncompliance. If such noncompliance is not cured within the required ten day period, the other party shall have the right to cancel this Agreement as of the eleventh day after the date of the Cancellation Notice.

Section 6.06 -- Nonpayment: Notwithstanding anything to the contrary hereunder, Customer failure to pay any amount when due shall be sufficient cause for cancellation of this Agreement as provided under Section 6.05. The Maintenance Term shall not renew if Customer fails to pay any invoiced Maintenance Fee as provided under Section 5.01.

Section 6.07 -- Payment: Termination or cancellation of this Agreement, other than for a material breach by CIT, shall not relieve Customer from any payment obligation under this Agreement. All payment obligations of Customer under this Agreement shall survive termination and cancellation of this Agreement. In the event of termination or cancellation by Customer due to a material breach of this Agreement by CIT, Customer shall have no obligation to make additional payments to CIT, and CIT shall refund to Customer a pro rata amount of services for which Customer has prepaid but not yet received.

Section 6.08 – Reinstatement: If this Agreement is terminated, Customer may have the Agreement reinstated upon payment of all applicable Maintenance Fees for previous Maintenance Terms. Reinstatement of this Agreement shall be subject to the exclusive discretion of CIT.

ARTICLE VII: WARRANTY

Section 7.01 -- Service Warranty: The services to be provided by CIT hereunder shall be performed in a timely and professional manner by qualified software personnel familiar with the Software and shall conform to the standards generally observed in the industry for similar services.

Section 7.02 -- Express Warranties: Customer hereby acknowledges and agrees that CIT (including officers, employees, agents, directors and independent contractors of CIT) has not made or granted any express warranties concerning the Product and services hereunder except for the service warranty of Section 7.01.

SECTION 7.03 -- WARRANTY LIMITATION: THE SERVICE WARRANTY OF SECTION 7.01 IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. EXCEPTING THE SERVICE WARRANTY EXPRESSLY ACKNOWLEDGED HEREUNDER, CIT HEREBY DISCLAIMS AND CUSTOMER HEREBY WAIVES ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF

FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY.

Section 7.04 -- Software Modifications: If the Software is modified by any party other than CIT or its agents, CIT shall be discharged from any further obligations under this Agreement. Any such discharge shall not affect the obligations of Customer which shall be continuing and binding despite such discharge.

Section 7.05 – Indemnification: If final judgment is entered against Customer for claims that the Software violates trade secrets, proprietary information, trademark, copyright or patent rights of a third party, CIT shall perform one or more of the following actions (as determined by CIT) within one year of the date judgment in favor of such third party's claim is rendered by a court of competent jurisdiction:

(1)   Replacement: Replace the Product with a non-infringing software product of equivalent functional and performance capability;

(2)   Modification: Modify the Product to avoid the infringement without eliminating the functional and performance capabilities of the Product;

(3)   Obtain License: Obtain a license for use of the Product from the third party claiming infringement for use of the Product.

The remedies set forth herein shall be in addition to any other remedies available to Customer under this Agreement or by law for any and all claims of indemnification.

Section 7.06 -- Limitation of Damages: Excluding indemnity, neither party shall be liable to the other under this Agreement or in connection with the Product for any lost profits or consequential, exemplary, incidental or punitive damages, regardless of whether the party has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. Notwithstanding any provision to the contrary, the liability of either party for any reason and for any cause of action whatsoever in connection with this Agreement and the Product, other than for (i) losses arising out of a party's failure to comply with confidentiality obligations or obligations related to intellectual property rights; (ii) a party's indemnification obligations; (iii) losses arising out of a party's gross negligence, willful misconduct, or intentionally wrongful acts; or (iv) losses to the extent covered by a party's insurance, shall be limited to the amount of money received by CIT pursuant to this Agreement.

Section 7.07 -- Force Majeure: CIT shall not be liable for any failure to perform its obligations under this Agreement because of circumstances beyond the control of CIT, which such circumstances shall include (without limitation) natural disaster, terrorism, riot, sabotage, labor disputes, war, any acts or omissions of any government or governmental authority, declarations of governments, transportation delays, power failure, computer failure, telecommunications failure, and any events reasonably beyond the control of CIT.

Section 7.08 -- Indemnification: To the extent permitted by law, each party shall defend, indemnify and hold harmless the other and its officers, directors, employees and agents, from and against any and all claims, actions, liability, expenses, costs or losses arising from the use or performance of the Product and any and all claims, actions, liability, expenses, costs or losses, arising from the acts (or any failure to act) of the other party hereunder. This Section 7.08 shall survive termination and cancellation of this Agreement. Indemnification by Customer is limited to circumstances in which a final determination of liability on the part of Customer is established by a court of law or where settlement has been agreed to by City Council of Customer.

ARTICLE VIII: INTELLECTUAL PROPERTY

Section 8.01 -- Ownership and Title: Title to the Product including ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith shall be the exclusive property of CIT. Customer hereby acknowledges and agrees that Customer shall not have or accrue any title or ownership interests to the Product, including any ownership rights to patents, copyrights, trademarks and trade secrets therein.

Section 8.02 -- Confidential Information: Each party shall maintain the other party's Confidential Information in strict confidence. A Receiving Party shall not disclose Confidential Information except to Authorized Persons, or as required by law. A Receiving Party shall not duplicate, use or disclose Confidential Information of the Disclosing Party except as otherwise permitted under this Agreement or by law. A Receiving Party shall not make Confidential Information available for public review, other than as required by law. The Product shall be deemed Confidential Information of CIT.

Section 8.03 -- Trade Secrets: Customer hereby acknowledges and agrees that CIT's Confidential Information may derive independent economic value (actual or potential) from not being generally known to other persons who can obtain economic value from its

disclosure or use and from not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; is the subject of reasonable efforts by CIT under the circumstances to maintain its secrecy; and is a trade secret of CIT as defined under Chapter 688 of the Florida Statutes [§688.002(4)] and the Restatements.

Section 8.04 -- Reverse Engineering: Customer shall not reverse engineer the Software and shall not allow the Software to be reverse engineered.

Section 8.05 -- Backup Copy: Customer may create copies of the Software at the Authorized Facility only for routine archival or backup purposes.

Section 8.06 -- Copies: Except as provided in Section 8.05, Customer shall not copy the Product and shall not allow the Product to be copied without the prior written consent of CIT.

Section 8.07 -- Modifications: Customer shall not modify the Product and shall not allow the Product to be modified without the prior written consent of CIT. Customer shall not use the Product or any materials incident thereto to develop computer software without the prior written consent of CIT. If the Product is modified, such modifications shall be the sole and exclusive property of CIT and CIT shall own any and all of the rights, title and interests to such modifications and any resulting computer software, including (but not limited to) any and all copyrights, patents and trade secrets related thereto.

Section 8.08 -- No Contest: Customer shall not contest or aid in contesting the ownership or validity of the trademarks, service marks, trade secrets or copyrights of CIT.

Section 8.09 -- Employee Pirating: Customer shall not for a period of one (1) year following the termination of this Agreement (i) induce or solicit (directly or indirectly) any Associate to leave the employ or hire of CIT or (ii) engage (directly or indirectly) the services of such Associate (as an employee, consultant, independent contractor, or otherwise), in either case for the Associate to provide services similar to those provided by CIT to Customer under this Agreement, without advance written consent of CIT.

Section 8.10 -- Continuation: The terms and provisions of this Article VIII shall survive termination and cancellation of this Agreement.

ARTICLE IX: MISCELLANEOUS

Section 9.01 -- Assignments: All assignments of rights under this Agreement by Customer without the prior written consent of CIT shall be void.

Section 9.02 -- Section removed.

Section 9.03 -- Entire Agreement: Excepting the License, this Agreement contains the entire understanding of the parties and supersedes previous verbal and written agreements between the parties concerning licensing of the Product. In the event of a conflict, discrepancy, or inconsistency between this Agreement and any other agreement, the terms and provisions of this Agreement shall prevail and control.

Section 9.04 -- Amendments and Modifications: Alterations, modifications or amendments of a provision of this Agreement shall not be binding and shall be void unless such alteration, modification or amendment is in writing and signed by CIT and Customer.

Section 9.05 -- Severability: If a provision of this Agreement or a portion of a provision is rendered invalid, the remaining provisions or portions thereof shall remain in full force and effect.

Section 9.06 -- Captions: The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 9.07 -- Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 9.08 -- Governing Law: This Agreement is governed by the laws of the Commonwealth of Pennsylvania.

Section 9.09 -- Notice: Notices shall be in writing. Notices shall be deemed delivered when delivered by Certified Mail or by hand to the address set forth below for CIT and to the address set forth below for Customer. Notice shall be deemed given on the date of receipt - as evidenced in the case of Certified or Registered Mail by Return Receipt.

CIT: Address:

CI Technologies, Inc.   65 Seaside Capers Road
                              St. Augustine, FL 32084

Customer: Address:

City of Pittsburgh   414 Grant Street
Attn: Dir. Of Public Safety   Pittsburgh, PA 15219

With a copy to:

City of Pittsburgh   414 Grant Street
Attn: City Solicitor   Suite 313
    Pittsburgh, PA 15219

Section 9.10 -- Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, neuter, singular or plural as the context shall require.

Section 9.11 -- Waiver: Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. Any waivers of a provision of this Agreement shall not be binding and shall be void unless such waiver is in writing and signed by the party waiving such provision.

Section 9.12 -- Relationship of the Parties: Nothing herein shall be construed as creating a partnership, an employment relationship, or an agency relationship between the parties, or as authorizing either party to act as agent for the other. Each party shall maintain its separate identity.

Section 9.13 -- Arbitration: Section removed.

Section 9.14 -- Assurances: Each party hereby represents and warrants that all representations, warranties, recitals, statements and information provided to each other under this Agreement are true, correct and accurate as of the Effective Date to the best of their knowledge.

Section 9.15 -- Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation or arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

Section 9.16 -- Equitable Remedies: The parties hereby acknowledge that in certain cases damages at law may be an inadequate remedy. Therefore, in such cases either party shall have the right of specific performance, injunction or other equitable remedy in the event of a breach of this Agreement by the other party.

ARTICLE X: CUSTOMER REQUIRED TERMS

Section 10.01 – Compliance with Laws: CIT will fully obey and comply with all laws, ordinances, resolutions, and administrative regulations which are or should be applicable to any work performed under this Agreement, and so states in compliance with Pittsburgh Code Section 161.16(d).

Section 10.02 – Anti-Discrimination: CIT will not discriminate in its employment on the basis of race, color, religion, ancestry, national origin, place of birth, sex, age, disability, non job-related handicap, or sexual orientation. CIT will comply with the applicable provisions of the Pittsburgh Code, Title Six – Conduct, Article V-Discrimination, and any amendments thereto. CIT will also comply with the applicable provisions of Title I and Title II of the Americans with Disabilities Act, any amendments thereto and any regulations issued thereunder. CIT will incorporate in any subcontracts that may be permitted under the terms of this Agreement a requirement that these subcontractors also comply with the provisions of this section. CIT states all the above in compliance with Pittsburgh Code Section 161.16(c).

Section 10.03 – Worker's Compensation: CIT states that it has accepted the applicable provisions of the Workers Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement is concerned, and that it has insured its liability thereunder in accordance with the terms of the these Acts, as evidenced by the certificate of insurance it has caused to be attached hereto, or that it has duly filed a proper certificate of exemption from insurance with the Pennsylvania Department of Labor and Industry, in compliance with Pittsburgh Code Section 161.16(b).

Section 10.04 – Debarment: CIT warrants that neither CIT nor any affiliated individual is prohibited from entering a bid or participating in a City of Pittsburgh contract by reason of disqualification, in compliance with Pittsburgh Code Section §161.22(b). A certificate of compliance with this Section is attached hereto as Exhibit C and is incorporated into and made a part of this Agreement.

Section 10.05 – Statement of Affiliations: CIT herewith files a Statement of Affiliations with the CITY, attached hereto as Exhibit D, in compliance with Pittsburgh Code Section 197.08(c).

Section 10.06 – Insurance: CIT shall maintain insurance in the amount specified in this Section and shall keep Customer listed as an additional insured on general liability and auto policies throughout the term of this Agreement. Attached hereto as Exhibit E is a certificate of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverage(s) and specifically identifying the City of

Pittsburgh as an additional insured (for general liability and auto), which insurance shall be non-cancelable, except upon thirty (30) days' prior written notice to Customer:

General Liability:
$1,000,000 (Individual Occurrence)
$2,000,000 (Aggregate)

Automobile Liability:
$500,000 (Individual Occurrence)
$1,000,000 (Aggregate)

Workers' Compensation:
Statutory Limits

Professional Liability (Including Errors & Omissions and Information Security and Privacy Liability):
$3,000,000

All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of said insurance shall expire prior to the expiration of the term of this Agreement or the completion of all services required hereunder, whichever shall occur later, CIT shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal, and also identifying the City of Pittsburgh as an additional insured, to be forwarded to the Department of Innovation and Performance.

The Technology E & O Policy must cover acts, errors, or omissions arising out of the performance or failure to perform the services provided hereunder. It shall include Technology Products and Services E & O – Information Security and Privacy Liability for Services Provided to Others. Such insurance shall cover any and all errors, omissions and/or negligent acts in the delivery of products, services, and software under this Agreement. It shall include coverage for claims associated with network risks (*e.g.* data breaches, authorized access/use, ID theft, invasion of privacy, damages loss/theft of data, degradation, down time, etc.) and infringement of intellectual property.

Section 10.07 – Home Rule Charter; Liability of Customer: This Agreement is subject to the Pittsburgh Home Rule Charter; the liability of Customer thereunder is limited to the sum of Thirty-Four Thousand Three Hundred Forty Dollars and No Cents ($34,340.00), appropriated for the same, chargeable to and payable from the following accounts:

11101.230000.53.53901.2023 (Item No. 22222-30)	$17,000.00
11101.20000.53.53901.2024 (Item No. 22222-30)	$17,340.00
TOTAL:	$34,340.00

Section 10.08: Authorizing Resolution: This Agreement is entered into by the City of Pittsburgh pursuant to Resolution No. 419 of 2022, effective July 21, 2022.

Section 10.09 – Women/Minority Participation: CIT agrees to assist Customer's efforts to encourage the participation of minorities and women in Customer contracts by making a good-faith effort to utilize women and minorities in performing the work required by this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

CIT:

CI Technologies, Inc.

By: *Timothy Conner*
7C213BCC0B894DD...

Print Name: Timothy Conner

Title: President

Date: 8/1/2022

CUSTOMER:

By: *Ed Gainey*
AA1F670B64C14EA...
Title: Mayor

By: *[signature]*
B72108EB32A347C...
Director of the Department of Public Safety

EXAMINED BY:

kristen Erickson
5845BD1DD281424...
Associate City Solicitor

APPROVED AS TO FORM:

Krysia Kubiak
AAC01186A3CF4B7...
City Solicitor

COUNTERSIGNED:

Michael E Lamb
5C1ED8FFC5C14BD...
City Controller

10

EXHIBIT A

To Software Maintenance Agreement

<u>FEE SCHEDULE</u>

See attached.

CIT:

CI Technologies, Inc.

DocuSigned by:

By: _Timothy Conner_
7C213BCC6B894DD...

Print Name: _Timothy Conner_

Title: _President_

Date: _8/1/2022_

CUSTOMER:

City of Pittsburgh

DocuSigned by:

By: _Lee C. S_
B72108EB32A347C...

Print Name: Lee Schmidt

Title: Director of Public Safety

Date: _8/1/2022_

IAPRO THE LEADING PROFESSIONAL STANDARDS SOFTWARE. WORLDWIDE.

June 17, 2022

Pittsburgh Bureau of Police / Office of Municipal Investigations

Below is the pricing proposal for 1 year of annual maintenance for the IAPro, BlueTeam, and EIPro software products currently being used at the Pittsburgh Bureau of Police and Office of Municipal Investigations, as well as annual maintenance costs for a Data Integration process once deployed into your production environment. We have also included pricing for 4 additional one-year options for all 4 applications.

If you have any questions on this proposal, please let me know.

Price Quote

Item	Purchase costs
Annual Maintenance for period 2/1/2022 – 1/31/2023	
• IAPro	$ 7,000.00
• BlueTeam	$ 5,000.00
• EIPro	$ 5,000.00
• Data Integration Process – Simplified Framework	$ *N/C
Data Integration process is not in production use at this time. There is no annual maintenance cost at this time.	
Total one year annual maintenance - 2022-2023	**$ 17,000.00**

Additional 1 year renewals

Item	Purchase costs
Annual Maintenance for period 2/01/2023 – 1/31/2024	
• IAPro	$ 7,140.00
• BlueTeam	$ 5,100.00
• EIPro	$ 5,100.00
• Data Integration – Simplified Framework	$ *N/C
Data Integration process is not in production use at this time. There is no annual maintenance cost at this time.	

Mailing Address/Remit Address: P.O. Box 57 • Amherst, NH 03031 • USA
Toll Free: (800) 620-8504 Fax: 800.620.8504 Web: www.iapro.com
CI Technologies Inc. is the Sole Source Provider of the IAPro and BlueTeam Software

IAPRO THE LEADING PROFESSIONAL STANDARDS SOFTWARE. WORLDWIDE.

Annual Maintenance for period 2/01/2024 – 1/31/2025	
• IAPro	$ 7,140.00
• BlueTeam	$ 5,100.00
• EIPro	$ 5,100.00
• Data Integration – Simplified Framework	$ *10,000.00
*Assumes the data integration process has been deployed and operational in you production environment. There would be no charge if the integration process has not been deployed.	
Annual Maintenance for period 2/01/2025 – 1/31/2026	
• IAPro	$ 7,282.80
• BlueTeam	$ 5,202.00
• EIPro	$ 5,202.00
• Data Integration – Simplified Framework	$ *10,000.00
*Assumes the data integration process has been deployed and operational in you production environment. There would be no charge if the integration process has not been deployed.	
Annual Maintenance for period 2/01/2026 – 1/31/2027	
• IAPro	$ 7,282.80
• BlueTeam	$ 5,202.00
• EIPro	$ 5,202.00
• Data Integration – Simplified Framework	$ *10,200.00
*Assumes the data integration process has been deployed and operational in you production environment. There would be no charge if the integration process has not been deployed.	

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Toll Free: (800) 620-8504 Fax: 800.620.8504 Web: www.iapro.com
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IAPro THE LEADING PROFESSIONAL STANDARDS SOFTWARE. WORLDWIDE.

Annual maintenance includes all end user and technical support via our 800 # and our online support website as well as any associated technical or user documentation. Annual maintenance also includes all new versions of the IAPro and BlueTeam and EIPro software.

Best Regards,

Timothy Conner tconner@iapro.com
Off: 1.800.620.8504 x707

Mailing Address/Remit Address: P.O. Box 57 • Amherst, NH 03031 • USA
Toll Free: (800) 620-8504 Fax: 800.620.8504 Web: www.iapro.com
CI Technologies Inc. is the Sole Source Provider of the IAPro and BlueTeam Software

Exhibit B - Provision of Technical Support Services

While the annual maintenance agreement is in-effect, CI Technologies will provide technical support to Customer as follows:

Availability: Via our 1-800 number and personal cell phones during normal working hours. Also, e-mail for lower priority issues. We typically make ourselves available after working hours if a high priority problem is pending.

Two hours is our typical response time to medium and high priority calls. We typically respond to call or e-mails related to training or usage issues within 24 hours.

The following escalation procedures will be employed to insure an appropriate response to any interruption of service in order to minimize downtime. Problems are addressed quickly during the hours of 8:00am and 6:00pm EST Monday through Friday excluding Holidays and weekends.

General problem reporting and resolution procedures

When a problem is encountered during regular business hours, the following steps will be preformed:

Customer users will ideally first contact the IAPro designated coordinator of Customer. This will probably be a person in either the IA or IT areas who is most familiar with IAPro.

(Please note: Users are also welcome to call CI Technologies directly, but including the IAPro designated coordinator in problem resolution is desired.)

If the problem seems to require assistance from CI Technologies, they will be contacted at this point. Otherwise, the Customer IAPro designated coordinator will attempt to correct the problems. The IAPro designated coordinator will verify network connects, resolve printer problems and any desktop issues associated with using IAPro.

If internal City resources are unable to determine the cause of the failure, the IAPro designated coordinator will contact CI Technologies. CI technologies will be notified through E-Mail and via phone.

CI Technologies resources will work with the Customer to diagnose the problem.   After investigating the issue, CI Technologies and the Customer will jointly categorize the problem into:

Type of Problem	Ownership
Server Hardware Problem	IT
Desktop Hardware Problem	IT
Network Communication	IT
Isolated Workstation Issue	IT
Database Performance/storage	CI Technologies
Application or software related	CI Technologies

Problem Definition and Priority:

The following table provides a list of the types of problems that can be experienced.   CI Technologies is responsible for (but not limited to):

Description of Problem	Category	Priority
All services unavailable: (City Wide)	Showstopper	High

Description of Problem	Category	Priority
The system is unavailable. Cases cannot be processed.		
Efficiency/Performance/Throughput: System is functional but does not match the performance criteria.	Showstopper	High
System not performing as specified: Functions are not executing correctly and are stopping cases from being processed. No workaround available.	Showstopper	High
User Error: Problem reported by user that was a result of user error or misunderstanding. Isolated workstation failure.	Training Issue/Questions	Low
Enhancement: System does not perform the required functionality. Functionality was not within requirements.	Enhancement - These will be added to the enhancement list and addressed with CI Technologies as needed.	Low
System not performing as specified (workaround available). An error is experienced but the problem can be worked around.	Workaround Available Complex workaround Decrease system's efficiency/performance/ throughput Decreases user/department's efficiency in completing tasks	Medium
	Workaround available Easy to implement workaround. No impact on system performance No impact on user/department's efficiency	Low

Support Restore Requirements

The following table provides a guideline for restoration times in case of a problem:

Priority	Restore Time
High	Response within 2 hours of contact. Resolution within 6 hours from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail. If feasible, CI Technologies will provide after hours support into the evening or during early morning hours.
Med	Resolution within 2 business days from time of notifying the vendor contact(s) through voice mail (first level support contact) and e-mail to the entire list.
Low	No resolution time designated.. Added to enhancement list or addressed through updates to user documentation.

Future releases are supported in the above manner as long as the annual maintenance agreement is in-effect.

We provide a 24 hour toll free product support line with either a person or voice mail answering. From 8:30 AM – 5:30 PM EST a person is most likely to answer.

Old releases are supported up to 2 years after release of succeeding versions.   Please note that customers with a current annual maintenance agreement are provided the latest version of the software to include all customizations

Exhibit C
CERTIFICATION OF DEBARMENT

I, <u>Timothy Conner</u>, the undersigned and duly authorized representative, hereby certify that to the best of my actual knowledge, information or belief, neither <u>CI Technologies, Inc</u> nor any affiliated individual is prohibited from entering a bid or participating in a City of Pittsburgh contract by reason of disqualification as set forth in Pittsburgh Code

§161.22(b).

DocuSigned by:

Timothy Conner

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Signature

President

Title

8/1/2022

Date

EXHIBIT D
Statement of Affiliations

1.   Name of Contractor: _____CI Technologies, Inc._____
_____65 Seaside Capers Rd_____
(800) 620.8504   ST. Augustine Fl 32084
Office address and phone number

2.   List your qualifications and experience for performance of the contract.

CI Technologies, Inc. developed IAPro Software in 1998, and
is the sole provider of the Software, Training and Support Services.
We have implemented IAPro at over 950 law Enforcement agencies Since 1998.

3.   Please give a brief description of any contractual or business relationships   you have had
with the CITY within the past three years. Please include the   dollar value of the contract of business
relationship.

CI Technologies responded to an RFP created by Allegheny County
for procurement of Professional Standards Software. CI Technologies was
awarded this contract. The dollar value was $240,000

4.   Please identify by name and address the contractor's principals including all   owners,
partners, or shareholders and officers. If the contractor is a public   corporation identify by name
and address the officers, members of the board of directors, and shareholders holding more than three
(3) percent of the   corporate stock.

Michael Blumberg 65 Seaside Capers Rd St. Augustine Fl. 32084 - Founder
Timothy Connor 80 Spring Hill Rd Sharon NH 03458 - President

_____

_____

Additional pages may be attached to complete the information herein requested.

EXHIBIT E
Certificate of Insurance

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	Cristina Mester	
Brown & Brown of Florida, Inc.		PHONE (A/C, No, Ext): (904) 565-1952		FAX (A/C, No): (904) 565-2440
10151 Deerwood Park Blvd		E-MAIL ADDRESS: cmester@bbjax.com		
Bldg 100, Ste 100		INSURER(S) AFFORDING COVERAGE		NAIC #
Jacksonville	FL 32256	INSURER A : Travelers Property Casualty Company of America		25674
INSURED		INSURER B : The Travelers Indemnity Company of Connecticut		25682
CI Technologies, Inc.		INSURER C : The Phoenix Insurance Company		25623
PO Box 534		INSURER D :		
		INSURER E :		
Townsend	MA 01469	INSURER F :		

COVERAGES   CERTIFICATE NUMBER: 21-22   REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y		ZLP-51M42335-21-I5	10/01/2021	10/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Empl Benefits Ea Act	$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		BA-6N187961-21-I5-G	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☒ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			CUP-0L613731-21-I5	10/01/2021	10/01/2022	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	UB-5J316796-21-I5-G	10/01/2021	10/01/2022	☒ PER STATUTE ☐ OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Cyber & Professional Liability Retro Date 10/01/2005			ZPL-13T10732-21-I5	10/01/2021	10/01/2022	Policy Aggregate Limit	$5,000,000
							Professional Liab Limit.	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pittsburgh is included as Additional Insured on the General Liability and Auto Liability as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Pittsburgh 414 Grant Street Pittsburgh PA 15219	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD