

**GENERAL SERVICES ADMINISTRATION**  
**Federal Acquisition Service**  
**Authorized Federal Supply Schedule FSS Price List**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: [GSAAvantage.gov](https://GSAAvantage.gov)

**Multiple Award Schedule**

**FSC Group:** Information Technology      **FSC Class:** IT Software

Contract Number **47QTCA19D00JQ**

For more information on ordering, go to the following website: <https://www.gsa.gov/schedules>

Contract Period **09/09/2024 – 09/08/2029**

**Versaterm Public Safety US Inc**

**1 N MACDONALD STE 500**

**MESA, AZ 85201-7346**

**Toll free: 1 800-288-5467**

**Contract Administrator: David Epstein**

**Direct Phone: 480-222-8919**

**Fax: 480-222-8999**

[www.justicetrax.com](http://www.justicetrax.com)

[sales@justicetrax.com](mailto:sales@justicetrax.com)

**Business Size:** Other than small business

Price List current as of Modification #PS-0045 effective April 2, 2025

**Prices Shown Herein are Net (discount deducted)**

## Customer Information

### 1a. Awarded Special Item Numbers (SINs)

SIN	Description
511210	Software Licenses
54151	Software Maintenance Services
OLM	Order Level Materials

### 1b. Lowest Priced Model Number and Unit Price-

SIN	Product	GSA price Incl. IFF
511210	CIMS 81+	\$235.96
54151	Indexer Maintenance	\$93.70

*Details on pages 4 - 6*

### 1c. Hourly Rates – N/A

### 2. Maximum order -

SIN	Maximum Order
511210	\$500,000
54151	\$500,000
OLM	\$250,000

### 3. Minimum order - \$100.00

### 4. Geographic coverage – CONUS, DC, AK, HI, PR

### 5. Point(s) of production – Same as company address

### 6. Discount from list prices or statement of net price. Government Net Prices (discounts already deducted.)

### 7. Quantity discounts – See pages 4 - pricing per user count

### 8. Prompt payment terms – Net 30 days

**\*Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions**

### 9. Foreign items - None

### 10a. Time of delivery – Specified on Task Order

### 10b. Expedited Delivery – Contact contractor

### 10c. Overnight and 2-day delivery – Contact contractor

### 10d. Urgent Requirements - Agencies are advised to contact the contractor for Urgent delivery requirements.

11. **F.O.B. point(s)** - Destination
- 12a. **Ordering address(es)** – Same as company address
- 12b. **Ordering procedures** - See Federal Acquisition Regulation (FAR) 8.405-3.
13. **Payment address(es)** – Same as company address
14. **Warranty provision** – Contractor’s standard commercial warranty
15. **Export packing charges, if applicable** – N/A
16. **Terms and conditions of rental, maintenance, and repair (if applicable)** – See Page 6 – Terms and Conditions Applicable to Perpetual Software Licenses and Maintenance of General-Purpose Commercial Information Technology Software.
17. **Terms and conditions of installation (if applicable)** – N/A
- 18a. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable)** – N/A
- 18b. **Terms and conditions for any other services (if applicable)** – N/A
19. **List of service and distribution points (if applicable)** – N/A
20. **List of participating dealers (if applicable)** – N/A
21. **Preventive maintenance (if applicable)** – N/A
- 22a. **Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants)** – N/A
- 22b. **If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services and show where full details can be found (e.g. contractor’s website or other location.) ICT accessibility standards can be found at: <https://www.Section508.gov/>.** – N/A
23. **Unique Entity Identifier (UEI) number** - XTZQPHGC2ZK4
24. **Registration in System for Award management (SAM) database.** Contractor is registered and active

## PRICING INFORMATION

SINs	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	DISCOUNT PRICE OFFERED TO GSA (including IFF)
511210	Indexer	Indexer	Virtual printer to file directly into LIMS-plus	\$520.55
54151	Indexer Maintenance	Indexer Maintenance	Support and upgrades to Indexer	\$93.70
511210	LIMS-plus1-20	JusticeTrax LIMS-plus®	Laboratory Information Management System (LIMS) 1 to 20 licenses.	\$8,268.94
511210	LIMS-plus21-40	JusticeTrax LIMS-plus®	Laboratory Information Management System (LIMS) 21 to 40 licenses.	\$7,350.17
511210	LIMS-plus41-80	JusticeTrax LIMS-plus®	Laboratory Information Management System (LIMS) 41 to 80 licenses.	\$6,431.40
511210	LIMS-plus81+	JusticeTrax LIMS-plus®	Laboratory Information Management System (LIMS) 81+ licenses.	\$5,512.62
54151	LIMS-plusMaintenance1-20	JusticeTrax LIMS-plus® Annual Software Maintenance	JusticeTrax LIMS-plus® Annual Software Maintenance per license from 1-20 licenses	\$1,488.41
54151	LIMS-plusMaintenance21-40	JusticeTrax LIMS-plus® Annual Software Maintenance	JusticeTrax LIMS-plus® Annual Software Maintenance per license from 21-40 licenses	\$1,323.03
54151	LIMS-plusMaintenance41-80	JusticeTrax LIMS-plus® Annual Software Maintenance	JusticeTrax LIMS-plus® Annual Software Maintenance per license from 41-80 licenses	\$1,157.65
54151	LIMS-plusMaintenance81+	JusticeTrax LIMS-plus® Annual Software Maintenance	JusticeTrax LIMS-plus® Annual Software Maintenance per license from 81+ licenses	\$992.27
54151	LIMS-plusMaintenance500	JusticeTrax LIMS-plus® Annual Software Maintenance	JusticeTrax LIMS-plus® Annual Software Maintenance per license up to 500 users	\$190,822.58
511210	CIMS-5-20	Consumables Inventory Management System (CIMS)	Consumables Inventory Management System (CIMS) per 5-20 licenses	\$826.90
511210	CIMS-21-40	Consumables Inventory Management System (CIMS)	Consumables Inventory Management System (CIMS) per 21-40 licenses (license numbers must equal number of LIMS-plus licenses)	\$735.02
511210	CIMS-41-80	Consumables Inventory Management System (CIMS)	Consumables Inventory Management System (CIMS) per 41-80 licenses	\$643.13
511210	CIMS-81+	Consumables Inventory Management System (CIMS)	Consumables Inventory Management System (CIMS) per 81+ licenses	\$551.25
511210	LIMS-plusDNA-3-10	LIMS-plus DNA	LIMS-plus DNA per 3-10 licenses	\$6,431.40
511210	LIMS-plusDNA-11-20	LIMS-plus DNA	LIMS-plus DNA per 11-20 licenses	\$5,880.13
511210	LIMS-plusDNA-20+	LIMS-plus DNA	LIMS-plus DNA per 20+ licenses	\$5,328.88
54151	CIMSMaintenance-5-20	Consumables Inventory Management System (CIMS) Annual Maintenance	Consumables Inventory Management System (CIMS) Annual Maintenance per 5-20 licenses	\$148.84
54151	CIMSMaintenance-21-40	Consumables Inventory Management System (CIMS) Annual Maintenance	Consumables Inventory Management System (CIMS) Annual Maintenance per	\$132.30

			21-40 licenses (license numbers must equal number of LIMS-plus licenses)	
54151	CIMSMaintenance-41-80	Consumables Inventory Management System (CIMS) Annual Maintenance	Consumables Inventory Management System (CIMS) Annual Maintenance per 41-80 licenses	\$115.76
54151	CIMSMaintenance-81+	Consumables Inventory Management System (CIMS) Annual Maintenance	Consumables Inventory Management System (CIMS) Annual Maintenance per 81+ licenses	\$99.22
54152	CIMSMaintenance-500	CIMS Site Licensing Annual Maintenance	CIMS Site Licensing Annual Maintenance up to 500 licenses	\$19,082.16
54151	LIMS-plusDNA-Maintenance-3-10	LIMS-plus DNA Annual Maintenance	LIMS-plus DNA Annual Maintenance per 3-10 licenses	\$1,157.65
54151	LIMS-plusDNA-Maintenance-11-20	LIMS-plus DNA Annual Maintenance	LIMS-plus DNA Annual Maintenance per 11-20 licenses	\$1,058.42
54151	LIMS-plusDNA-Maintenance-21+	LIMS-plus DNA Annual Maintenance	LIMS-plus DNA Annual Maintenance per 21+ licenses	\$959.19
511210	LIMS-plus 8-20	LIMS-plus Subscription Tier 1, 8 to 20 users	Laboratory Information Management System (LIMS)	\$2,359.64
511210	LIMS-plus 21-40	LIMS-plus Subscription Tier 2, 21 to 40 users	Laboratory Information Management System (LIMS)	\$2,145.12
511210	LIMS-plus 41-80	LIMS-plus Subscription Tier 3, 41 to 80 users	Laboratory Information Management System (LIMS)	\$1,930.61
511210	LIMS-plus 81+	LIMS-plus Subscription Tier 4, 81+ users	Laboratory Information Management System (LIMS)	\$1,716.10
511210	LIMS-plus Up to 500	LIMS-plus Subscription, Tier 5, up to 500 users	Laboratory Information Management System (LIMS)	\$386,121.76
511210	LIMS-plus Portal 8-20	LIMS-plus Portal Subscription, Tier 1, 8 to 20 LIMS users	Client Portal, requires matching LIMS	\$589.91
511210	LIMS-plus Portal 21-40	LIMS-plus Portal Subscription, Tier 2, 21 to 40 LIMS users	Client Portal, requires matching LIMS	\$536.28
511210	LIMS-plus Portal 41-80	LIMS-plus Portal Subscription, Tier 3, 41 to 80 LIMS users	Client Portal, requires matching LIMS	\$482.66
511210	LIMS-plus Portal 81+	LIMS-plus Portal Subscription, Tier 4, 81+ LIMS users	Client Portal, requires matching LIMS	\$429.03
511210	LIMS-plusPortal Up to 500	LIMS-plus Portal Subscription, Tier 5, up to 500 LIMS users	Client Portal, requires matching LIMS	\$96,530.44
511210	CIMS 8-20	CIMS Subscription Tier 1, 8 to 20 users	Consumables Inventory Management System, requires matching LIMS	\$294.95
511210	CIMS 21-40	CIMS Subscription Tier 2, 21 to 40 users	Consumables Inventory Management System, requires matching LIMS	\$278.86
511210	CIMS 41-80	CIMS Subscription Tier 3, 41 to 80 users	Consumables Inventory Management System, requires matching LIMS	\$257.41
511210	CIMS 81+	CIMS Subscription Tier 4, 81+ users	Consumables Inventory Management System, requires matching LIMS	\$235.96
511210	CIMS Up to 500	CIMS Subscription, Tier 5, up to 500 users	Consumables Inventory Management System, requires matching LIMS	\$53,628.02
511210	LIMS-plus DNA Up to 10	LIMS-plus DNA, Tier 1, up to 10 users	Forensic DNA Sample & Data Management System, requires matching LIMS	\$1,823.36

511210	LIMS-plus DNA 11-20	LIMS-plus DNA, Tier 2, 11 to 20 users	Forensic DNA Sample & Data Management System, requires matching LIMS	\$1,662.47
511210	LIMS-plus DNA 21+	LIMS-plus DNA, Tier 3, 21+ users	Forensic DNA Sample & Data Management System, requires matching LIMS	\$1,501.58
511210	LIMS-plus DNA Up to 200	LIMS-plus DNA, Tier 3, up to 200 users	Forensic DNA Sample & Data Management System, requires matching LIMS	\$130,307.17

**Terms And Conditions Applicable To  
Perpetual Software Licenses (Special Item Number 511210) And Maintenance (Special Item Number  
54151) Of General Purpose Commercial Information Technology Software**

MASTER SOFTWARE AND SERVICES AGREEMENT

This Master Software and Services Agreement ("MSA") is made effective as of the date of the last signature set forth on the signature page hereto (the "Effective Date"):

BETWEEN:

[Name of customer], a [type of entity] [jurisdiction], (hereafter referred to as "Customer")

–and–

Versaterm Public Safety US, Inc., a corporation incorporated under the laws of the state of Delaware (hereafter referred to as "Versaterm")

Background

- A. Versaterm (including its affiliates) develops, and licenses proprietary software related to public safety agencies.
- B. The parties contemplate that from time-to-time Customer will wish to obtain, and Versaterm will provide, a license and associated services from Versaterm to permit Customer to such software and related materials, all of which shall be governed by the terms and conditions of this MSA.

NOW THEREFORE in consideration of the covenants contained in this MSA, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

For the purposes of this MSA, each Service Schedule and each Statement of Work, these terms will have the following meanings:

"Authorized User" means an employee, consultant, or contractor of Customer authorized by Customer to access and use the Services on Customer's behalf.

"Confidential Information" means this Agreement, any Service Schedule, the Software, Customer Data and all ideas, designs, business models, databases, drawings, documents, diagrams, formulas, test data, marketing, financial or personnel data, technology, products, sales information, trade services, know-how customer or supplier information, including information provided by such customers or suppliers, or any other information already furnished or to be furnished or made available by one Party to the other, whether in oral, written, graphic or electronic form including any such

information exchanged during informational sessions designated as confidential, including, without limitation, information concerning a Party's actual and potential customers and other Intellectual Property Rights of such Party, provided, however, that Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the receiving Party, whether through breach of this Agreement or otherwise; (ii) that, prior to disclosure by the disclosing Party, was already in the possession of the receiving Party, as evidenced by written records kept by the receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the receiving Party; (iii) independently, custom developed by the receiving Party, by Persons having no direct or indirect access to the disclosing Party's Confidential Information provided that the receiving Party provides clear and convincing evidence of such independent development; (iv) which, subsequent to disclosure, is obtained from a third Person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such information; and (C) on a non-confidential basis; or (v) is further disclosed with the prior written consent of the disclosing Party, but only to the extent of such consent.

"CPI" means for Customer located in Canada the consumer price index published by Statistic Canada on the 1st of the year and for Customer located in the United States the consumer price index for all urban consumers published by the U.S. Bureau of Labor Statistics on the 1<sup>st</sup> if the year.

"Customer Data" means collectively any data, files, documentation, or other information: (i) that Customer or any of its Authorized Users may upload to Versaterm Platform when using the Services; and (ii) processed through the use of the Services, excluding Third Party Data and any Versaterm Data.

"Customizations" means all Customer-requested modifications made to the Software or User Documentation by or for Versaterm in accordance with the terms of a Service Schedule or Work Order, which shall be at Customer's expense.

**"Enhancements"** means any changes or additions to the Software, that improve functions, add new functions, improve performance, or corrects errors by changes in system design or coding, including but not limited to changes or additions that are made to the Software to provide substantial additional value or utility.

"Fees" means the Subscription Fees, the License Fees, the Maintenance and Support Fees, the Customization Fees and all other fees and charges charged by Versaterm under this MSA, any Service Schedule, any SOW, or any other attachment.

"Go-Live Date" means the date on which the Software is available for production use, as may be further defined in a Service Schedule or SOW.

"including" means "including without limitation" and is not to be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it.

"Intellectual Property" means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitation, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software (including its source code), tools, products knowledge, know-how,

including without limitation, trade secrets, and other materials or things.

"Intellectual Property Rights" means: (a) any and all proprietary rights anywhere in the world provided under: (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) semiconductor chip or mask work law; (vi) trade secret law; (vii) privacy law; or (viii) any other statutory provision or common law principal applicable to this Agreement which may provide a right in either: (A) Intellectual Property; or (B) the expression or use of Intellectual Property; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.

"License Fees" means the fees charged by Versaterm in respect of the provision of Software to Customer on an on-premises basis, as further identified in a Service Schedule.

"Licensed Materials" means collectively the Versaterm Platform, Software, and the User Documentation.

"Maintenance and Support Fees" means the fees charged by Versaterm in respect of maintenance and support services as further identified in a Service Schedule.

"Network Aggregator Provider" means a third party service provider that offers connectivity services to securely link separate networks.

"Open Source Software Components" means software programs, libraries, or distributables (commonly known as "public", "open source" or "free" software) made publicly available by the copyright holders.

"Party" means either Customer or Versaterm and "Parties" means both.

"Person" means any individual, company, corporation, partnership, government or government agency, authority or entity howsoever designated or constituted.

"Point of Access" means Versaterm's, or its subcontractor's, border router, which is used to establish connectivity from the Versaterm Platform to Versaterm's, or its subcontractor's, internet provider, or the public internet.

"Professional Services" all professional services purchased by Customer in respect of the Subscription Services or use of Software (if installed on Customer's premises) , including implementation services, data migration, specialized support, training services and any other services as further described in a Service Schedule or Statement of Work.

"Service Schedule" means the applicable written document, signed by Customer and Versaterm, which incorporates by reference the terms and conditions of this MSA, the terms and conditions of Subscription Service or the terms and conditions regarding use of the Software, any attached SOW, and any other relevant terms and conditions with respect to Customizations, Professional Services, Implementation or the provision of other technical services.

"Software" means the computer programs owned by Versaterm and which are licensed to Customer under a Service Schedule, including: (a) all maintenance modifications (updates and upgrades); (b) Enhancements; (c) Customizations, now developed or to be developed by or for Versaterm during the Term; and (d) all formulas, routines, subroutines, algorithms, concepts, techniques, know-how and ideas implemented or embodied in any of the foregoing, in any form. For the avoidance of doubt, Software excludes Third Party Components.

“Statement of Work or SOW” means the applicable written document, signed by Customer and Versaterm or incorporated as part of Service Schedule, under which Versaterm may provide Customer additional Professional Services related to the Software, including training, specialized support and data migration, which shall be attached to the applicable Service Schedule.

"Subscription Fee" means the fees charged by Versaterm in respect of the Subscription Service as further identified in a Service Schedule.

"Subscription Service" means any combination of the following: (i) limited access and use rights to the Versaterm Platform on a hosted basis, (ii) hosting services, (iii) support services, and (iv) any other similar generally applicable services that Versaterm provides to its customers in accordance with the User Documentation. For the avoidance of doubt, Subscription Services do not include Professional Services.

“Subscription Term” means, with respect to any use of Software or access to Subscription Service, the subscription period specified on the applicable Service Schedule or, if no explicit period is indicated in the applicable Service Schedule, a period of one (1) year starting from the 1st of the month following the Effective Date; together with, all renewals thereof effected in accordance with the terms of this Agreement.

“Term” means the term set out in Section 3, paragraph (a).

“Third Party Data” means any data owned by a third party that the Customer accesses via the Software.

“Third Party Component” means any components of the Subscription Services provided by third parties, including Open Source Software Components and third party proprietary software or services (e.g. Amazon Web Services (AWS)).

“Third Party Supplier” means any party who provides products and/or services, including Open Source Software and Third Party Components that contribute to the overall Software provided to the Customer by Versaterm.

"User Documentation" means the user manuals, guides, and specifications with respect to the operation, use, functions, and performance of the Software, as revised from time to time, and any additional documentation for Customizations produced by Versaterm, in written or online electronic form.

"Versaterm Platform" means the Software, Versaterm Server and such devices and peripherals physically located with the Versaterm Server, including all computer hardware, software, network elements, and electrical and telecommunications infrastructure located behind the Point of Access.

"Versaterm Server" means that computer server located at Versaterm's premises, or a third-party provider of hosting and/or network services, that houses the Software.

## 2. Scope of Agreement

- (a) It is the intention of Versaterm and Customer that, where Software and services are to be provided by Versaterm under this MSA, particular details and terms will be specified in a Service Schedule. If there is a conflict between a Service Schedule and this MSA, the Service Schedule will prevail over the conflicting provisions of this MSA to the extent of the inconsistency but only for the purposes of that Service Schedule. Except for such conflicts, the provisions of this MSA will not be deemed to be amended, cancelled, waived, or released by the execution of a Service Schedule.
- (b) Each Service Schedule shall contain the following minimum information, to the extent the same is applicable:
  - i. the express incorporation of this MSA by reference;
  - ii. a list and description of the applicable Software;
  - iii. Subscription Term;
  - iv. Customizations and custom application programming interfaces (“APIs”) if any, to the Software and the terms and conditions upon which same will be provided;
  - v. the Fees, including onboarding fees, escrow agreement fees and implementation fees, as applicable;
  - vi. the License Fee or Subscription Fee for the Software;
  - vii. the Maintenance and Support Fee;
  - viii. the site(s) at which the Software are permitted to be installed if Software is installed on Customer’s premises;
  - ix. the project schedule (which may include project implementation dates, installation dates, training session dates) for the Software;
  - x. training, if applicable;
  - xi. any other terms relating to the maintenance, enhancement or support of the Software; and
  - xii. any special terms and conditions agreed upon by Versaterm and Customer.

## 3. Effective Dates.

- (a) This MSA shall have an initial term of three (3) years from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the provisions under Section 19, and shall automatically renew for consecutive additional one (1) year terms (each a "Renewal Term"), unless either Party provides a written termination notice to the other Party at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. The Initial Term and Renewal Terms, if any, are

collectively referred to herein as the “Term”. Notwithstanding any termination or expiration of this MSA, the MSA shall continue to be in effect until the termination or expiration of the last effective Service Schedule.

- (b) Each Service Schedule will be effective from the date set out in such Service Schedule and for the term specified in that Service Schedule.
- (c) Upon expiration of each Subscription Term, unless otherwise specified in the applicable Service Schedule, all rights to access and use or the license to use Licensed Materials, as applicable, granted under such Service Schedule and this MSA shall automatically be renewed for additional one (1) year periods, and Versaterm will invoice Customer at the then-current subscription-based price for such additional Subscription Term year at Versaterm’s then-current rates, subject to the cap set forth in Section 8(g) (or such other rates mutually agreed by the Parties), unless a Party provides written notice to the other Party to terminate at least sixty (60) days prior to the expiration of the Subscription Term or any renewal term.

#### 4. License

- (a) Customer shall have the right to access and use or install and use the Licensed Materials solely as expressly granted or otherwise set forth in this MSA and the applicable Service Schedule.
- (b) Customer shall not:
  - (i) use, reproduce, display, perform or otherwise exploit the Software except as expressly authorized in this MSA or in a Service Schedule;
  - (ii) copy any of the Software or User Documentation except as reasonably necessary to use the Software for its internal use as authorized herein or in a Service Schedule, and in all cases subject to the confidentiality provisions hereof, and provided that all copyright notices and any other proprietary notices are included;
  - (iii) assign this MSA or transfer, lease, export or grant a sublicense of the Software or the license contained in this MSA to any Person except as expressly authorized herein or in a Service Schedule;
  - (iv) decompile, disassemble, reverse engineer, or otherwise access or attempt to gain access to the Software’s source code;
  - (v) give any Person other than its employees, consultants, contractors and/or clients of Customer or other individuals listed pursuant to a Service Schedule access to the Software or;
  - (vi) rent or lend, with or without charge, any system which includes the Software to any Person including clients and customers;
  - (vii) operate at any time on a regular or irregular basis an online or offline customer service bureau involving the Software;

- (viii) permit (and Customer shall take all necessary precautions to prevent) third parties (including, any parties affiliated or related to Customer) to use the Software in any way that would constitute a breach of this MSA or any Service Schedule;
  - (ix) use any APIs, other than the APIs expressly authorized for use by Versaterm, with the Software or use any authorized APIs in a manner that is not permitted or published by Versaterm;
  - (x) remove or modify any proprietary marking or restrictive legends placed on the Licensed Materials;
  - (xi) use any device, software, or routine to interfere with the proper working of the Software or to bypass any security features of the Software; or
  - (xii) introduce into the Versaterm Platform any viruses, worms, defects, trojan horses, malware, or any items of a destructive nature,
- (c) Customer shall be solely and exclusively responsible for the supervision, management, and control of Customer's and each of its Authorized User's use of the Licensed Materials and shall require each Authorized User to maintain all passwords and other access credentials with respect thereto.

## 5. Customer's Obligations

- (a) Where the Software will require access and use of the Versaterm Platform, Versaterm shall operate and maintain the Versaterm Platform in accordance with the applicable Service Schedule. Access to the Versaterm Platform may be through a secure connection with the public internet or using a Network Aggregator Provider. Customer acknowledges and agrees that Versaterm is not responsible or liable for any communication over the public internet, or for the Network Aggregator Provider's network or its operation or the Network Aggregator Provider's network's failure to deliver communication to and from the Versaterm Platform on a timely basis.
- (b) Customer shall be fully responsible for the acts and omissions of all Persons that are authorized or otherwise allowed, by Customer, to use or have access to the Software and User Documentation.
- (c) Customer agrees to co-operate with and advise Versaterm of all information which would be reasonably required to permit Versaterm to deliver and, if applicable, install the Software. Customer shall respond promptly to any Versaterm request to provide information, approvals, authorizations or decisions that are reasonably necessary for Versaterm to provide the Software.
- (d) Subject to the terms and conditions of this MSA, each Service Schedule, and if applicable, each SOW, Customer shall provide Versaterm with all reasonable access, which may include remote access, to Customer's systems and premises for the purpose of Versaterm performing its obligations pursuant to this MSA, and the failure of Customer to provide such access shall relieve Versaterm of its obligation to perform such obligations.
- (e) Customer shall notify Versaterm immediately of any actual or suspected unauthorized use of its passwords or API keys for the Versaterm Platform.

## 6. Ownership

- (a) Customer acknowledges and agrees that all rights, title and interests in and to the Licensed Materials, including all Intellectual Property embodied therein, are and shall at all times remain the exclusive property of Versaterm and that, except as expressly set forth herein, no rights, title or interests, including any license, is granted to Customer hereunder by implication, estoppel, or otherwise of any kind whatsoever in or to the Licensed Materials or any portion thereof, except, in each case, for the rights and licenses expressly granted to Customer herein,. Customer further acknowledges and agrees that all Third Party Components are and shall at all times remain the property of the applicable Third Party Suppliers.
- (b) Customer shall not remove any Versaterm trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service.
- (c) If Customer provides any feedback, comments, suggestions, ideas, descriptions of processes, or other information to Versaterm about or in connection with any Licensed Materials, including any ideas, concepts, know-how or techniques contained therein (collectively, “Feedback”), then Customer hereby grants Versaterm and its affiliates a worldwide, fully paid-up, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to Customer or any restriction or obligation on account of Intellectual Property Rights or otherwise. Without limiting the generality of the foregoing, nothing in this MSA limits Versaterm’s right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

## 7. Customer Data and Hosting Provider

- (a) Customer hereby grants to Versaterm a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, display, transmit and distribute the Customer Data solely in connection with providing the Licensed Materials to Customer, and improving and developing the Licensed Materials. In addition, Versaterm may analyze Customer Data, and data of other customers, to create aggregated or anonymized statistics or data that do not identify Customer or any individual, and Versaterm may during and after the Term use and disclose such statistics or data in its discretion. Except as specified otherwise in the Agreement, Customer shall be solely responsible for providing, updating, uploading and maintaining all Customer Data.
- (b) Customer acknowledges and agrees that Versaterm: (i) will not be responsible for the accuracy, completeness or adequacy of any Customer Data or the results generated from any Customer Data uploaded to the Versaterm Platform and processed by the Software; (ii) has no control over any Customer Data or the results therefrom; (iii) does not purport to monitor Customer Data; and (iv) if Software is installed on Customer premises, shall not be responsible to back up or maintain any back up of the Customer Data or any portion thereof.
- (c) Versaterm may change its third party hosting provider (“Hosting Provider”) at any time. Customer’s use of the Licensed Materials is subject to any applicable restrictions imposed by the Hosting Provider. Notwithstanding any other provision of this MSA, Versaterm shall not be liable for any problems, failures, defects or errors with the Licensed Materials to the extent caused by the Hosting Provider. Customer

acknowledges that the Fees payable for the Licensed Materials reflect the fact that Versaterm is not responsible for the acts and omissions of the Hosting Provider.

## 8. Fees and Payment Terms

- (a) All Fees applicable to a Service Schedule will be specified therein. All amounts invoiced and due in accordance with the payment terms of the applicable Service Schedule shall be paid by Customer within thirty (30) days of the date of an invoice for such amounts.
- (b) Any additional services, such as Professional Services or Customizations, requested by Customer shall be subject to additional Fees, unless otherwise agreed to in writing by the Parties.
- (c) All invoices under a Service Schedule will be in writing, reasonably substantiate the charges set out therein and will be emailed by Versaterm to Customer at email address specified in the applicable Service Schedule or may be submitted through an alternative electronic platform as agreed to between the Parties (i.e.: Customer's portal) as identified in the applicable Service Schedule.
- (d) Where Customer fails to pay any amount in accordance with paragraph (a) above, Versaterm shall have the right, in addition to any other remedies, to charge, and Customer shall pay, interest on such overdue amounts at the rate of one and a half per cent (1.5%) per month (18% per annum), or, if less, the maximum rate of interest allowed by law.
- (e) In all cases, all undisputed amounts due under this Agreement will be paid by Customer in full without any withholding, set-off, counterclaim or deduction.
- (f) If, acting in good faith, Customer disputes any item within an invoice, it shall raise such dispute by written notice to Versaterm prior to the date that payment on such invoice is due, and the Parties shall negotiate in good faith to attempt to resolve the dispute promptly. If the dispute is not resolved within thirty (30) days of the said notice being given, the dispute shall be resolved in accordance with Section 33. Any amounts not disputed in accordance with this section shall be deemed accepted and must be paid by Customer in accordance with paragraph (a).
- (g) Versaterm reserves the right to increase the fees on an annual basis, as identified in a Service Schedule, by no more than CPI + 4%. Notwithstanding the foregoing, Versaterm may increase fees beyond the cap of CPI + 4% for Third Party Components.

## 9. Taxes.

In addition to all charges under a Service Schedule, Customer shall pay to Versaterm all taxes, duties, and other such assessments or charges which may be assessed, levied, or imposed with respect to any Software, services or products provided under a Service Schedule, except taxes based on Versaterm's income and capital. The foregoing provision includes sales, use, service, excise and personal property taxes, whether collected or withheld by Versaterm or otherwise assessed, and any penalty and interest payments related to the foregoing (which penalty and interest payments are not due to any fault on the part

of Versaterm) but does not include taxes for which Customer is exempt by law and for which Customer has provided to Versaterm a bona fide tax exemption certificate prior to such tax becoming due.

## 10. Confidentiality

- (a) Each Party acknowledges that all Confidential Information consists of confidential and proprietary information. Except as required by law, each Party shall hold Confidential Information of the other Party in trust and confidence for and on behalf of such other Party, and shall take commercially reasonable measures to maintain the confidentiality of the Confidential Information, which measures shall in any event be no less than what such Party would implement to protect its own Confidential Information of a similar nature or value. Each Party agrees not to make use of Confidential Information other than to the extent necessary for the exercise of rights or the performance of obligations under this MSA or any Service Schedule, and not to release, disclose, communicate or otherwise make it available to any third-party other than officers, directors, employees, consultants and contractors of Versaterm or Customer, as applicable, who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this MSA or any Service Schedule.
- (b) Each Party agrees that any breach of this Section 10 ("Confidentiality") may give rise to irreparable damage to the other Party, the injury to the other Party from any such breach would be difficult to calculate, and that money damages would therefore be an inadequate remedy for such breach. Each Party agrees that the other Party will be entitled, in addition to all other remedies that the other Party may have under this MSA, at law or in equity, and without showing or proving any actual damage sustained by it, to a permanent or temporary injunction or other order to restrain any breach, threatened breach or the continuation of any breach of this Section 10.
- (c) Upon the termination or expiration of each Service Schedule, each Party will return to the other Party all Confidential Information with respect to such Service Schedule which is then in its possession or control. Upon the termination of this MSA, each Party will return to the other Party all Confidential Information of such other Party which is then in its possession or control.
- (d) Notwithstanding the above, Versaterm reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm, saved as part of routine back-ups or as otherwise may be required by law.

## 11. Representations and Warranties of Versaterm.

Versaterm represents and warrants as follows:

- (a) Versaterm has the power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Versaterm have been duly authorized by Versaterm. This MSA has been duly executed and delivered by Versaterm and is a valid and binding obligation of Versaterm, enforceable in accordance with its terms;
- (b) neither the entering into of this MSA, nor the performance by Versaterm of any of its obligations under this MSA will contravene, breach, or result in any default under any organizational documents of

Versaterm or under any agreement to which Versaterm is a party or by which Versaterm is otherwise bound; and

- (c) Versaterm will use commercially reasonable efforts to ensure that all Software delivered to Customer is, at the time of shipment, free of any known computer software viruses.

**12. Representations and Warranties of Customer.** Customer represents, warrants, and covenants, as follows:

- (a) Customer has the corporate power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Customer have been duly authorized by Customer. This MSA has been duly executed and delivered by the Customer and is a valid and binding obligation of the Customer, enforceable in accordance with its terms; and
- (b) neither the entering into of this MSA, nor the performance by Customer of any of its obligations under this MSA will contravene, breach, or result in a default under the articles, by-laws, constituting documents or other organizational documents of Customer or under an agreement to which the Customer is a party or by which Customer is otherwise bound.

**13. Versaterm's Indemnity**

- (a) Versaterm will defend at its own expense any claim, proceeding or suit (for purposes of this Section 13, a "Claim") brought against Customer to the extent such Claim alleges that any Licensed Materials provided under a Service Schedule infringes a proprietary right of a third-party which is enforceable within Canada or the United States, and will indemnify and pay all damages finally awarded against Customer by courts of competent jurisdiction on account of such infringement together with all reasonable costs and expenses (including reasonable legal fees as determined by courts of competent jurisdiction) incurred by Customer as a direct result of such Claim, provided Versaterm is given: (i) prompt written notice, however, no later than ten (10) days, of the Claim; (ii) all reasonable information and assistance which it may require to defend the Claim; (iii) sole control of the defense of the Claim, and all negotiations for its settlement or compromise; and provided further: (iv) that the alleged infringement does not result from any alterations, modifications or enhancements to the Software or Documentation made by Customer or on its behalf by a third-party, or the use or operation of the Licensed Materials in combination with other software, products, data, apparatus or equipment not provided by Versaterm.
- (b) Notwithstanding anything to the contrary in this MSA or any Service Schedule, Versaterm shall not be responsible for any cost, expense or compromise incurred or made by Customer in respect of a Claim without Versaterm's express prior written consent.
- (c) If any Claim has occurred, or in Versaterm's opinion is likely to occur, Versaterm may, at its option and expense:
  - (i) procure for Customer the right to continue using the applicable Licensed Materials;
  - (ii) replace or modify the same so that it becomes non-infringing without loss of material functionality; or

- (iii) if none of the foregoing alternatives is reasonably available, or available on commercially reasonable terms, at Versaterm's discretion, discontinue the Service and use of the Software and refund to Customer any pre-paid and unused portion of the Fees paid by Customer in respect of use of the Software for the remainder of the then-current portion of the Term.
- (d) Notwithstanding the above Versaterm shall have no obligation for any Claim based upon Third Party Components, which are warranted solely by the individual Third Party Supplier.
- (e) This Section 13 states the entire obligations of Versaterm with respect to any infringement of any Intellectual Property Rights of any third party.

#### 14. Customer's Indemnity

Customer shall defend at its own expense any Claim brought against Versaterm, its affiliates or any of their respective directors, officers, employees, consultants, contractors or agents (each, a "Versaterm Indemnitee"), to the extent such Claim: (i) alleges, directly or indirectly, that any Customer Data infringes any Canadian or U.S. Intellectual Property Right of a third person; or (ii) is in relation to Customer's use of the Software, including contrary to applicable law, except however to the extent Versaterm is obligated to indemnify Customer pursuant to Section 13; provided that Customer is given:

- i. prompt written notice of the Claim or of any allegations or circumstances known to Versaterm which could result in a Claim;
- ii. all reasonable information and assistance from Versaterm, at Customer's expense, which Customer may require to defend the Claim; and
- iii. sole control of the defense of the Claim, and all negotiations for its settlement or compromise thereof; provided that Versaterm's express prior written consent shall be required for any such settlement or compromise that (A) does not fully and irrevocably release all Versaterm Indemnitees from any liability of any kind a full release with respect thereto, (B) limits in any manner Versaterm's right to use, distribute or commercialize any Licensed Materials, or (C) that includes any admission of wrongdoing by or creates or is reasonably likely to create any reputational harm to any Versaterm Indemnitee.

#### 15. Exclusion of Other Warranties and Conditions

- (a) EXCEPT AS EXPRESSLY STATED IN THIS MSA, ANY SERVICE SCHEDULE, OR ANY SOW, THE LICENSED MATERIALS, THIRD PARTY COMPONENTS OR ANY SERVICES PROVIDED HEREUNDER, ANY SERVICE SCHEDULE OR ANY SOW ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. THE REPRESENTATIONS AND WARRANTIES GIVEN BY VERSATERM IN SECTION 11 ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO ANY LICENSED MATERIALS, THIRD PARTY COMPONENTS OR SERVICES PROVIDED UNDER THIS MSA, ANY SERVICE SCHEDULE OR ANY SOW, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. VERSATERM HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY

COMPONENTS OR THE ACTS OR OMISSIONS (INCLUDING WITH RESPECT TO THE PROVISION OF ANY SERVICES) OF ANY THIRD PARTY SUPPLIER.

- (b) CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF ANY SOFTWARE OR THIRD PARTY COMPONENTS, AND THE RESULTS OBTAINED FROM SUCH USE AND OPERATION, ARE AT THE SOLE AND EXCLUSIVE RISK OF CUSTOMER AND THAT VERSATERM ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY RELIANCE UPON THE RESULTS OBTAINED BY CUSTOMER OR ANY THIRD-PARTY.

**16. Exclusion of Indirect Damages.**

UNDER NO CIRCUMSTANCES WILL VERSATERM BE LIABLE FOR ANY OF THE FOLLOWING UNDER THIS AGREEMENT FOR ANY REASON: (A) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITH RESPECT TO LOSS OF PROFITS, REVENUES, CUSTOMERS OR CONTRACTS, LOSS OF USE OF EQUIPMENT, LOSS OF OR DAMAGE TO DATA OR CUSTOMER RECORDS, REPUTATIONAL HARM, OPERATIONAL OR SERVICE INTERRUPTIONS, BUSINESS INTERRUPTION, OR LACK OF AVAILABILITY OF CUSTOMER MATERIALS OR FACILITIES, INCLUDING CUSTOMER'S COMPUTER RESOURCES, SOFTWARE AND ANY STORED DATA (INCLUDING CUSTOMER DATA) OR RECORDS; OR (B) ANY THIRD-PARTY CLAIMS AGAINST CUSTOMER FOR LOSSES OR DAMAGES (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13), IN EACH CASE, EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR EVEN IF SAME WERE REASONABLY FORESEEABLE.

**17. Limitation of Direct Damages.**

THE TOTAL AGGREGATE LIABILITY OF VERSATERM UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT CUSTOMER PAID VERSATERM FOR THE SERVICES PURSUANT TO WHICH SUCH LIABILITY AROSE OR IS ASSOCIATED DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM GIVING RISE TO THE LIABILITY AROSE. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES ARISING FROM VERSATERM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**18. Insurance.**

Versaterm shall secure and maintain insurance coverage throughout the MSA and any Service Schedule in amounts that it deems reasonable in its sole discretion.

**19. Termination.**

In addition to any other rights or remedies hereunder:

- (a) Versaterm reserves the right to terminate this MSA or any Service Schedule for convenience by providing thirty (30) days written notice to the Customer;
- (b) Versaterm may terminate this MSA and/or any Service Schedule at any time on giving Customer notice in writing if: (i) Customer infringes any copyright or other Intellectual Property Right or other industrial or proprietary right of Versaterm; (ii) in Versaterm's reasonable judgment, Customer's use of the Software poses a security risk to the Software or any third party; (iii) Customer fails to pay in full any sum owed by

it under this MSA or Service Schedule within thirty (30) days of the due date therefor; or (iv) Customer fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (iv) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to Customer requiring Customer to cure such failure.

- (c) In the event Customer becomes unable to pay future amounts due under any Service Schedule or SOW due to a material reduction in or cancellation of public funding, Customer may terminate the applicable Service Schedule or SOW upon thirty (30) days' written notice to Versaterm, and Versaterm shall be entitled to retain any advance payments made by Customer to Versaterm.
- (d) Subject to applicable law, Customer may terminate this MSA immediately upon giving written notice to Versaterm if Versaterm: (i) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (ii) is unable to pay its debts as they mature; (iii) has a receiver and/or manager appointed over its assets or an application is made to do so; (iv) becomes bankrupt or insolvent or commits an act of bankruptcy or (v) Versaterm fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (v) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to Customer requiring Customer to cure such failure.

## 20. Orderly Termination

- (a) Upon any termination or other expiration of a Service Schedule or SOW or this MSA, each Party shall forthwith return to the other Party all Confidential Information, documentation, papers, material, and other property of the other Party in its possession or control.
- (b) In addition to the obligations in Section 20(a) above, upon termination of a Service Schedule or upon expiration of the License Term for Software which is not renewed in accordance with the Service Schedule, Customer shall:
  - (i) immediately discontinue use of the Licensed Materials;
  - (ii) ensure that all Persons using the Licensed Materials pursuant to this MSA cease all use thereof;
  - (iii) promptly (and in any event within five (5) days) return to Versaterm all copies of the Licensed Materials in its (or any Authorized Users' or other Persons' to whom it provided access to any Licensed Materials) possession or control;
  - (iv) permanently erase all Licensed Materials, in whole or in part, from all computer systems, storage devices and other electronic recording systems in Customer's possession or control and cause each Authorized User and each other Person to whom it provided access to any Licensed Materials to do the same;
  - (v) deliver within thirty (30) calendar days of such termination or expiration a certificate certifying that Customer and all such Persons to whom Customer has provided access to any Licensed Materials have complied with the terms of this Section 20(b), as applicable; and

- (vi) pay Versaterm the full amount of any charges outstanding, including for any Professional Services performed, as of the date of termination, if any, whether invoiced or not (including any amounts due as late payment charges), and all other monies owing to Versaterm.

## 21. Suspension

If Customer has materially violated the MSA or any Service Schedule, including failure to pay any Fees or any portion thereof when due (other than invoiced amounts disputed in good faith pursuant to Section 8(f)), Versaterm may immediately suspend Customer's and each of its Authorized Users' right to access or use any Licensed Materials (including access to the Versaterm Platform) or receive any Services.

## 22. Relationship

This MSA and each Service Schedule and SOW are agreements between separate legal entities and neither Party is the agent, employee, or partner of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves. Neither Party shall have the right to bind the other to any Service Schedule with a third-party or to incur any obligation or liability on behalf of the other Party.

## 23. Notices.

Unless specified otherwise in a Service Schedule, all notices, requests, demands and other communications under this MSA and each Service Schedule shall be in writing and shall only be duly given:

- (a) on the date of sending if sent by email to the email address indicated in Section 23(b); or
- (b) on the third business day after posting if sent, during normal postal conditions, by registered or certified mail to the Party for which it is intended and addressed as follows:

To Versaterm at:

Versaterm Public Safety US, Inc.  
1 North MacDonald, Suite 500  
Mesa, Arizona, USA  
85201

Attention: Legal Department  
E-mail: [legal@versaterm.com](mailto:legal@versaterm.com)

With copy to:  
Versaterm Public Safety Inc.  
1331 Clyde Avenue, Suite 400  
Ottawa, Ontario, Canada  
K2C 3G4

To Customer at:

[Address]

Attention: [Name or title and/or department]

e-mail:

**24. Waiver.**

Any waiver of, or consent to depart from, the requirements of any provision of this MSA or a Service Schedule or SOW shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this MSA shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right. No amendment or variation to this MSA shall be effective unless signed in writing by both Parties.

**25. Assignment.**

Customer may not assign any rights or benefits under this MSA (including any Service Schedules or SOWs), in whole or in part, to any Person without the express prior written consent of Versaterm. Versaterm may assign its rights and benefits under this MSA (including any Service Schedules or SOWs) to any Person by providing written notice to the Customer and may contract with any other Person to perform its obligations under this MSA (including any Service Schedules or SOWs) without obtaining Customer's consent to any such contract. Notwithstanding the foregoing, Versaterm may assign its rights and benefits under this MSA (including any Service Schedules or SOWs) to any Person without providing written notice to the Customer if such assignment is due to a corporate restructure, merger, or acquisition.

**26. Force Majeure.**

Except as expressly provided otherwise in a Service Schedule, dates and times by which Versaterm or Customer is required to render performance (other than dates and times for payment of money) under a Service Schedule or SOW shall be postponed automatically to the extent and for the period of time that Versaterm or Customer, as the case may be, is prevented from meeting them by reason of any causes beyond its reasonable control, provided the Party prevented from rendering performance notifies the other Party promptly and in detail of the commencement and nature of such a cause, and provided further that such Party uses its commercially reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

**27. Severability.**

If any provision of this MSA or any Service Schedule or SOW is determined to be invalid or unenforceable by a court of competent jurisdiction from which no further appeal lies or is taken, that provision shall be deemed to be severed herefrom, and the remaining provisions of this MSA, Service Schedule or SOW shall not be affected thereby and shall remain valid and enforceable.

**28. Survival.**

All obligations accrued to the date of termination as well as the Sections of this MSA listed below shall survive the termination of this MSA and any Service Schedule or SOW made pursuant to this MSA for as long as necessary to permit their full discharge: 1, 4(b), 6, 8, 9, 10, 13, 14, 15, 16, 17, 20, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41 and 42.

**29. Headings**

Section headings used in this MSA or any Service Schedules or SOWs are for convenience of reference only and shall not be construed as defining, limiting, or describing the scope or intent of this MSA or of the Service Schedule or SOW, as applicable.

### 30. Currency

Unless otherwise specified, all references to monetary amounts, including the symbol "\$", are in respect of United States Dollars.

### 31. Benefits

This MSA and any Service Schedule or SOW made pursuant to this MSA shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

### 32. Interpretation

In this MSA and each Service Schedule, words in the singular number include the plural and vice versa; words in the masculine gender include the feminine and neutral genders.

### 33. Good Faith Discussions

Prior to the commencement of any legal proceeding under this MSA or any Service Schedule or SOW, all claims must be raised for good faith discussion between authorized representatives of both Parties with authority to resolve the dispute. Should the claims not be resolved within thirty (30) days of the date of the first request such discussion, each Party shall be free to pursue its legal remedies pursuant to the terms of this MSA.

### 34. Amendments.

None of this MSA, and Service Schedule or any SOW shall be changed or amended except in writing by an amendment executed by authorized representatives of each Party.

### 35. Governing Law.

This MSA, each Service Schedule and each SOW as well as any matters relating to this MSA, any Service Schedule or any SOW, shall be construed and governed by and in accordance with the laws of the [State/Province] of [Customer Jurisdiction] and the applicable federal laws of [Country] (excluding any conflict of laws rule or principals that might refer such construction to the laws of another jurisdiction).).

### 36. Entire Agreement.

(a) This MSA, together with each Service Schedule and SOW and all schedules attachments and exhibits hereto and thereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, negotiations, undertakings, and discussions, whether oral or written, are superseded by this MSA and there are no warranties, representations, or covenants between the Parties in connection with this MSA, except as specifically set forth or referred to in this MSA.

- (b) Each Party acknowledges that it has not been induced to enter into this MSA or any Service Schedule by any representations, warranties or covenants not expressly stated herein or therein.
- (c) The Parties agree that any terms or conditions set forth in a purchase order, acknowledgement or any other document or response issued by Customer shall not apply to this MSA or any Service Schedule or SOW shall be deemed automatically rejected by Versaterm without need of any further or additional notice of rejection and void and of no effect.

**37. Consultants and Agents.**

Customer shall ensure that its employees, consultants, contractors and agents comply with the terms and conditions of this MSA and any Service Schedule or SOW to the extent that such Persons are entitled or obligated under the terms hereof or thereof to exercise any rights or perform any obligations hereunder or thereunder. Customer shall be responsible for the actions of all such employees, consultants, contractors and agents.

- 38. Hosting Provider.** Versaterm may change its third party hosting provider (“Hosting Provider”) at any time. Customer’s use of the Licensed Materials is subject to any applicable restrictions imposed by the Hosting Provider. Notwithstanding any other provision of this MSA, Versaterm shall not be liable for any problems, failures, defects or errors with the Licensed Materials to the extent caused by the Hosting Provider. Customer acknowledges that the Fees payable for the Licensed Materials reflect the fact that Versaterm is not responsible for the acts and omissions of the Hosting Provider.

**39. Language.**

The Parties have expressly required that this MSA and all documents and notices relating hereto be drafted in English. Les parties aux présentes ont expressément exigé que la présente convention et tous les documents et avis qui y sont afférents soient rédigés en anglais.

**40. Publicity/Press Releases.**

Versaterm may reference the existence of this MSA and the business relationship between the Parties for the purposes of: (a) issuing press releases to announce the beginning or continuation, as applicable, of the business relationship between the Parties; or (b) referencing Customer as a customer of Versaterm including in Versaterm’s customer list and other marketing materials.

**41. Counterparts.**

This MSA, any Service Schedule and any SOW or part thereof or attachment thereto may be executed in any number of counterparts and by exchange of signature pages by electronic mail or by any other electronic means. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement. The execution of this MSA, any Service Schedule or SOW by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the parties hereto. Such electronic signatures may be used by the parties in lieu of the original signature page[s] of this MSA, any Service Schedule or SOW for any and all purposes.

**42. United Nations.**

Pursuant to Article 6 of the United Nations convention on contracts for the International Sale of Goods ("UN Convention"), the Parties agree that the UN Convention shall not apply to this MSA.

**43. Extending pricing**

Subject to Versaterm's discretion, Customer may extend pricing, terms and conditions of this Agreement to other governmental entities that have signed an intergovernmental agreement with the Customer to be system users.

[remainder of page left intentionally blank]

Agreed to on behalf of:

[Customer]

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Name:

Title:

Date:

Agreed to on behalf of:

Versaterm Public Safety US, Inc.

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Name:

Title:

Date:

**Service Schedule – JusticeTrax**

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

**1. Service Schedule Information**

1.1. Software and Authorized Users: [Insert Software and specify number of users or site license]

1.2. Subscription Term: [Insert start date to end date]

1.3. Fees:

a. One-time onboarding Fees: [Insert \$ amount and currency], invoiced in accordance with the table below.

Onboarding Service	Onboarding Service Description	Qty	Unit Cost	Fees Subtotal	Invoicing
New Installation – [On-Premise / Cloud]	Professional Services [Describe/list the professional services, e.g. configuration, training, custom development]				Portion of the Fees invoiced on a quarterly basis for Onboarding Services completed (actual hours)  100% of the Fees invoiced upon completion of all Onboarding Services.
New Project Onboarding or Module Implementation	Fixed Fee Services [Describe/list the fixed fee services, e.g. PM, PDT – hosted setup fee, data migration]				25% of the Fees invoiced upon Provisioning.  75% of the Fees invoiced once Versaterm declares the Software as ‘Configured for Use’, as may be further detailed in a Statement of Work.
Cloud migration	Migration of Customer’s on-premise solution to the cloud.				100% of the Fees invoiced upon Provisioning.
Add-On	Professional Services - Hourly [Describe/list the professional services, e.g. bringing on a new discipline, custom				Portion of the Fees invoiced on a quarterly basis for Onboarding Services completed (actual hours)

	training for a new administrator, consulting a project manager on a custom integration.]				100% of the Fees invoiced upon completion of all Onboarding Services.
Add-On	Professional Services – Fixed Fee				25% of the Fees invoiced upon Provisioning.  75% of the Fees invoiced once Versaterm declares the Software as ‘Configured for Use’, as may be further detailed in a Statement of Work.
Add-On	Bulk Hours				100% of the Fees invoiced upon the execution of this Service Schedule.

b. Initial Subscription Fee: [Insert \$ amount and currency], invoiced in accordance with the table below.

Subscription Service	Subscription Service Description	Qty	Unit Cost	Fees Subtotal	Invoicing
Subscription – [On-Premise / Cloud]	[Create a line item for each Software if there are multiple, and they are priced at different quantities and costs. E.g. LIMS-Plus, LIMS-Plus DNA, etc.]				100% of the Fees invoiced upon Provisioning.
Add-On	Custom Integration [Create a line item for each custom integration if there are multiple, and they are priced at different quantities and costs.]				100% of the Fees invoiced upon Provisioning.

c. Data Storage: Combined production and test instance file share data storage included in the above subscription prices shall include 1 TB. Data exceeding this level will incur charges of \$1,200 / TB / Year, in units of 1 TB.

## 2. Invoices

Versaterm shall send invoices to Customer at the following e-mail address: [Insert e-mail address]

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

## 3. Definitions

Any capitalized word or term used in this Service Schedule but not otherwise defined herein shall have the meaning given to it in the Master Software and Services Agreement.

- 3.1. “Critical Priority Errors” means complete system failure where the SaaS Services is not available for use.
- 3.2. “High Priority Errors” means a serious problem that materially affects the operational use of the SaaS Services.
- 3.3. “Major Enhancement Release” means a change or new release of the SaaS Services then in use by the Customer containing new functions, features and enhancements that have become part of the standard system.
- 3.4. “Minor Enhancement Release” means a change or new release of the SaaS Services then in use by the Customer designed to correct Problem(s) and/or provide minor functionality additions.
- 3.5. “On-Site Software” means Versaterm’s proprietary software programs as described in Section 1 that are installed and used on Customer’s own systems or premises, on the license terms set out in Section 4.
- 3.6. “Problem” means a failure of the Product to function substantially in accordance with the User Documentation.
- 3.7. “Production Period” means the period during the term following go-live of the SaaS Services.
- 3.8. “Software as a Service” or “SaaS Services” means the Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Versaterm for remote access and use by the Customer, including any Documentation hereto.
- 3.9. “Support” means services which are provided by Versaterm to the Customer, as described herein, regarding Problem(s) encountered with standard, unmodified Software, and with Versaterm’s modifications to or interfaces with the Software, and which are necessary to:
  - i. resolve Problems and provide temporary “work around” solutions, if necessary;
  - ii. assist with data manipulation, duplication or restoration where data has been affected by defects under paragraph (i) immediately above, but not by hardware defects or operator error or misuse of any of the software or hardware;
  - iii. periodically review all Software to identify and resolve Problems on a preventative basis; and
  - iv. provide, in a timely manner, all Major and Minor Enhancement Releases.
- 3.10. “Third Party Application” means a third-party service by a Third Party Provider(s) approved by Versaterm to which the Customer and any Authorized User facilitates Versaterm’s access to, and use of the SaaS Services, via an application programming interface or other means.

- 3.11. “Third Party Components” means any components of the SaaS Services provided by third parties, including Open Source Components and third party proprietary software or services (e.g. Amazon Web Services (AWS)).
- 3.12. “Third Party Data” means any data owned by a third party that the Customer accesses via the SaaS Services
- 3.13. “Third Party Providers” means third parties, including other vendors, federal agencies, state/provincial agencies, and local agencies that control products and/or databases with which the SaaS Services are to be interfaced but for the avoidance of doubt shall not include any Third Party Suppliers.

#### 4. License

##### 4.1. **Compliance**

The Customer will be responsible to Versaterm for compliance with the restrictions on use and other terms and conditions of this Section 4 by Customer and all its Authorized Users.

##### 4.2. **License for Use (SaaS Services)**

Subject to the terms and conditions the Agreement and the payment of the applicable Fees, Versaterm hereby grants to Customer, for use by its Authorized Users, a non-exclusive, non-transferable, non-sublicensable license to access the SaaS Services, as described in Section 1. The SaaS Services shall be accessible through a designated secure internet platform during the Term of this Agreement solely for the Customer’s use in conjunction with the Customer’s police operations, and not for resale, access by third-parties, or for other commercial purposes.

Apart from the rights enumerated in this Agreement, the SaaS Services do not include a grant to the Customer of any right to use, nor any ownership right, title, or other interest, in or relating to SaaS Services, nor in any copy of any part of the SaaS Services.

##### 4.3. **License for Use (On-Site Software)**

Subject to the terms and conditions the Agreement and the payment of the applicable Fees, Versaterm hereby grants to the Customer, for use by its Authorized User, a non-exclusive license to use the On-Site Software, as described in Section 1, solely for the Customer’s use in conjunction with the Customer’s police operations.

Apart from the rights enumerated in this Section 4, the license does not include a grant to the Customer, of any right to use, nor any ownership right, title or other interest, in or relating to the On-Site Software, nor in any copy of any part of the On-Site Software.

##### 4.4. **Third Party Applications**

If Customer installs or enables a Third Party Application for use with the SaaS Services, Customer grants Versaterm permission to access Customer Data stored on that Third Party Application as required for the interoperation of that Third Party Application with the SaaS Services.

In no event will Versaterm be responsible for any Third Party Application, or any failure of a Third Party Application to properly interoperate with the SaaS Services. If Versaterm receives information that a

Third Party Application may violate any applicable laws or third-party rights, Customer will, promptly upon receiving notice of the foregoing from Versaterm, disable any connection between such Third Party Application and the SaaS Services to resolve the potential violation (and if Customer fails to promptly disable such connection, Versaterm shall have the right to do so).

#### 4.5. **Third Party Components**

**Usage of Third Party Components.** Where there are any inconsistencies or conflict between the terms and conditions of Third-Party Components and the terms of this Agreement, such additional terms shall govern the Customer's use of the applicable Third-Party Component. Third-Party Component license(s) are restricted for use solely with Software.

#### 4.6. **Third Party Data**

Customer shall access and use the Third-Party Data in accordance with the terms and conditions of the agreement between the Customer and the provider of such Third-Party Data.

#### 4.7. **Software Enhancements and Optional Modules**

Versaterm shall supply the following, subject to the Customer's payment of applicable Fees, and subject to and in accordance with the license rights, restrictions, terms, covenants, conditions, warranties, limitations, exclusions, and other provisions set forth in the Agreement:

- a. Major Enhancement Release(s) and/or Minor Enhancement Release(s) if any, to the Customer at no additional charge.
  - i. In the event of a Major Enhancement Release, Versaterm will deploy such upgrades to the Customer's systems, as scheduled in advance, with appropriate notification to the Customer. Customer shall have 60 days to test the Major Enhancement Release, after which, it becomes part of the SaaS Services.
  - ii. In the event of a Minor Enhancement Release, Versaterm will deploy such updates to the Customer's system, as scheduled in advance, with appropriate notification to the Customer. With the goal of keeping such environments reasonably current, the Customer shall have 5 days to test the update, after which, the update shall become part of the SaaS Services.
- b. Interface modules that are developed by Versaterm for interfacing the SaaS Services to other software products, provided, that such modules are specifically included in the Agreement.
- c. Changes to SaaS Services. Versaterm software operates on a variety of common web browser types. Versaterm reserves the right to provide the SaaS Services using only Versaterm certified browsers.

### 5. **Maintenance and Support**

#### 5.1. **Site Access**

When requested by Versaterm, the Customer is obligated to provide access to its premises, staff, and authorities, provided Versaterm staff meet the security requirements of Section 6.1 of the SS.

#### 5.2. **Scope of Support**

The Service Level Agreement (SLA) between Versaterm Public Safety US, Inc. and all Customers can be found on the company support portal, where Customer may have one or more user accounts. The SLA will address software and IT services required to support and sustain Versaterm products and services. The SLA ensures that the proper elements and commitments are in place to provide consistent customer service support and delivery to the Customer(s).

The objectives of this SLA are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise, and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

Clearly delineate the different services provided by Versaterm under a subscription-based contract compared to a maintenance agreement.

### 5.3. **7x24 Emergency Telephone Support**

Versaterm will provide 7x24 Telephone Support that extends Support for problems identified as Critical Priority Error and High Priority Error to include all hours not already provided for within Regular Telephone Support. 7x24 Telephone Support allows the Customer's internal support staff that are technically capable and who first troubleshoot the problem, to authorize Versaterm to provide 7x24 Telephone Support. Additional costs will apply to this enhanced level of application support.

### 5.4. **Third Party Applications**

**Responsibilities for Planned Updates.** Customer shall provide Versaterm with prompt notice, and in no case fewer than forty-five (45) days' advance notice, of any update by the Third-Party Provider of a Third-Party Application. Versaterm shall undertake commercially reasonable efforts to patch or update the Product in order to integrate it with the updated Integrated Third-Party Application.

**Responsibilities for Planned Upgrades.** Customer shall provide Versaterm with prompt notice, and in no case fewer than ninety (90) days' advance notice, of any planned upgrade by the Third-Party Provider of a Third-Party Application. Versaterm shall evaluate the time and resources required to patch or update the Product in order to integrate it with the upgraded Third-Party Application. The Parties shall engage in good faith negotiations to agree on the terms (including, without limitation, schedule and price) on which Versaterm would develop a patch, update, or upgrade to integrate the Product with the Third-Party Application.

## 6. Other Terms

### 6.1. **Security**

**Background Screening.** Versaterm agrees that all necessary personnel Versaterm employs pursuant to this Agreement shall be subject to Versaterm's background and security checks and screening (collectively "Background Screening") at Versaterm's sole cost and expense as set forth in this

paragraph. The Background Screening shall include, as a minimum, criminal record checks, local police record checks, and credit checks. Any additional Background Screening required by the Customer may be at additional cost.

**FBI CJIS Security Addendum.** Versaterm agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum.

**6.2. Onboarding Terms & Conditions**

**6.2.1. Documents**

The Onboarding Terms and Conditions shall also include the following sections, where applicable:

- i. Documents
- ii. Statement of Work
- iii. Project Implementation Schedule
- iv. Interface Control / Tailored Work Document (ICTWD) - Not applicable
- v. Data Migration - Not Applicable
- vi. Enhancements Control Document (ECD) – Not applicable
- vii. Acceptance Testing
- viii. Training Course Outlines – Not applicable
- ix. Changes to Onboarding Projects – Not applicable

**6.2.2. Statement of Work**

Minimum Application Versions for Hosting (Versaterm Cloud)

LIMS-plus, ChainLinx and Portal v3.8	3.8.47 or later
LIMS-plus, Portal v5	5.3.38 or later
CIMS	1.0.35 or later
LIMS-plus DNA	1.1.22 or later

**On-Premises to Versaterm Cloud Move (Customer below minimum versions of any apps being moved)**

Upon receipt of signed agreement:

Customer will determine if there are any existing integrations. If there are, then the process must include an evaluation of each integration to determine the feasibility of continued operation as is or if a rewrite of that integration is necessary. Versaterm is not responsible for any custom integrations not covered under a maintenance agreement with Versaterm.

Customer will need to send the most recent database back up for each application to Versaterm. Delivery method for data transfer will be coordinated with the Versaterm Product Delivery Team.

For LIMS-plus 3.x customers they will need to send a copy of their “jtrax share” (customers are encouraged to use a tool such as 7-zip and compress the archive into multiple files for easier transfer.)

Versaterm will create the cloud deployment to include the backups and files mentioned above.

Versaterm will perform an in-place upgrade of the application(s) to the most current released version implementing any changes required to make the system operational. This could include enabling/disabling features. Customer is responsible for any additional configuration required by the upgrade.

For LIMS-plus v3.7 and below customers, Versaterm will perform a “Health Check” on the database and identify data that could pose issues to the use of the applications to the customer. The Customer is responsible for determining if the data can be ignored, needs to be corrected, etc. within a 30-day period, otherwise it will be deemed to be acceptable to use as is. Versaterm will assist in the correcting of the data (running or creating scripts as an example) to facilitate usefulness.

Versaterm will convert existing Crystal Reports from ODBC to ADO. At this time, Word reporting for LIMS-plus v3.x is not supported in Versaterm Cloud. The customer is responsible for validating the function of the reports after the conversion.

Versaterm will provide the customer with the URL to access the application(s.)

The customer will access the application(s) and log in.

The customer is responsible for reviewing application release notes to determine functionality introduced with versions of the application later than the one from which they have upgraded.

The customer is responsible for training their users on any new functionality should they chose not to engage professional services.

**On-premises to Versaterm Cloud Move - (Customer at or above minimum versions of all apps being moved)**

Upon receipt of signed agreement:

Customer will determine if there are any existing integrations. If there are, then the process must include an evaluation of each integration to determine the feasibility of continued operation as is or if a rewrite of that integration is necessary. Versaterm is not responsible for any custom integrations not covered under a maintenance agreement with Versaterm.

Customer will need to send the most recent database back up for each application to Versaterm. Delivery method for data transfer will be coordinated with the Versaterm Product Delivery Team.

For LIMS-plus 3.x customers they will need to send a copy of their “jtrax share” (customers are encouraged to use a tool such as 7-zip and compress the archive into multiple files for easier transfer.)

Versaterm will create the cloud deployment to include the backups and files mentioned above.

Versaterm may perform an in-place upgrade of the application(s) to the most current released version implementing any changes required to make the system operational. This could include enabling/disabling features. Customer is responsible for any additional configuration required by the upgrade.

Versaterm will convert existing Crystal Reports from ODBC to ADO. At this time, Word reporting for LIMS-plus v3.x is not supported in Versaterm Cloud. The customer is responsible for validating the function of the reports after the conversion.

Versaterm will provide the customer with the URL to access the application(s.)

The customer will access the application(s) and log in.

The customer is responsible for reviewing application release notes to determine functionality introduced with versions of the application later than the one from which they have upgraded.

The customer is responsible for training their users on any new functionality should they choose not to engage professional services.

### **6.2.3. Project Implementation Schedule**

Upon receipt of the database backup(s) and file share archive (where applicable):

Within 60 business days Versaterm will provide the URL and login credentials for the customer to log in and begin the system verification process.

If a database upgrade is required, within 60 business days Versaterm will provide a restored database to begin the data verification process.

The customer shall have 60 business days post initial log in to complete the verification process and schedule a final move of the initial test system into production. At this point in time, the customer would have a solid understanding of the amount of time taken to perform a back-up and upload of their data to Versaterm. Versaterm would have a solid understanding of the amount of time required to restore that data and repeat the process to make it available to the customer.

A final file repository refresh and database upgrade and restoration will need to be completed just prior to the system moving into production.

### **6.2.4. Interface Control / Tailored Work Document (ICTWD)**

### **6.2.5. Enhancements Control Document (ECD)**

### **6.2.6. Data Migration**

### **6.2.7. Acceptance Testing**

The Customer will identify a team of users to take on the role of power users, subject matter experts, back up administrators (however named by the organization). These people should have technical, specific, and practical knowledge of at least one Discipline in the Crime Lab as well as evidence handling and processing. They will act as liaisons between the individual units and the overall implementation team. They should participate in admin or power use/ SME training during the implementation and help to make configuration choices for their representative unit.

These staff members will be responsible for the acceptance of the individual section workflows and configuration. They will perform validation testing of all configured screens, administrative data, reports and any integrations that are needed by the section. Once they have signed off on their workflow, the application will be configured for use for that discipline. Once all disciplines have been accepted, the application will be considered Configured for Use and that milestone will be achieved.

### **6.2.8. Training**

#### **6.2.9. Changes to Onboarding Projects**

From time-to-time Project Changes may arise. Versaterm staff will propose and post such Changes to the Versaterm electronic project management system where the Customer shall accept or reject the change. Changes will be deemed acceptable should the Customer not respond within 7 calendar days.

### **Amendments**

The following types of changes shall require an Amendment Form to be completed, and if approved, signed by representatives of both Parties authorized to bind each Party in such matters:

- Adding new product or additional services to the Project.
- Changes in project scope that result in an increase to the fees.
- Updates to the Project Implementation Schedule (Exhibit D.2) that impact the “1.9 Configured for Use” Payment Milestone.

The above types of changes are not meant to be an inclusive list.

In the event of inconsistencies amongst the Main Agreement or the Agreement’s Exhibits and any Change Order Form, the Change Order Form shall take precedence over the Exhibits contained in the Agreement. The Main Agreement shall remain unaffected.

**Amendment Form**

CUSTOMER NAME

AMENDMENT # TO AGREEMENT NUMBER

**THIS Amendment, entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_, by and between the CUSTOMER NAME (herein called the “Customer”) and Versaterm Public Safety US, Inc.”).**

**WHEREAS, the Customer and Versaterm have entered into that certain Agreement identified above (the “Agreement”); and**

**WHEREAS, Versaterm and the Customer have agreed that a change to the here-mentioned Agreement is necessary;**

**NOW, THEREFORE, the parties hereto agree to amend said Agreement asuo follows:**  
*[Inset amendment language here].*

**All other terms and conditions of said Agreement are unaltered hereby, shall remain in full force and effect, and are hereby ratified and reaffirmed.**

**FOR VERSATERM:**

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**FOR THE CUSTOMER:**

Signed \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**6.3. System Performance and Availability Standards**

This Section sets forth the performance and availability standards to which the Versaterm software applications are expected to perform, providing that the Customer meets Versaterm’s recommended hardware and network specifications, including server, desktop workstation and mobile configurations, and that the Customer uses the Application Software according to its intended design.

Server hardware/software requirements, minimum workstation configurations, and network requirements are defined in Section 6.4. Specifications and requirements are subject to change to support future Product Upgrades.

The measured times exclude any factors that may be caused by factors outside of Versaterm’s control, such as, but not limited to, the network.

**6.3.1. Transaction Response Times**

Versaterm Application Software performance is based on transaction response times, which are measured from operator action until visual response is observed or until the operation is completed.

Important Note: Expected response times are not for data-dependent transactions, such as, but not limited to, displaying data lists, displaying dashboards, querying external interfaces,

attaching/downloading files, generating reports, printing, or performing queries or searches. For such types of data-dependent transactions, including large administrative tasks and large evidence transfers, the response time results may vary depending on the amount of data involved, the sizes of the files involved, the complexity of reports, or the types of search criteria entered.

The approach taken will be to measure the performance of transactions from an end user while the System is under normal and reasonable workload within the Production Use environment. Delays caused by the network will not be included in the response times.

When measuring response time, no backups, ad-hoc queries against the database, or reports will be processed. The response times will be measured from workstations that meet the recommended workstation requirements as defined in Section 6.5.

The expected transaction times for Versaterm Software Applications is three (3) seconds or less.

### **6.3.2. Availability Standards**

During the Production Period of the SaaS Services, the Application Software shall be available in the production environment 98% of the time. The following specifications define both availability and the method by which it is calculated:

Availability is expressed as a percentage of the maximum expected availability over a given period. The Software shall be available seven days per week, 24 hours per day. The percentage availability for any period will be calculated as follows:

$(\text{Total Hours in Period} - \text{Hours System Unavailable}) \times 100 / \text{Total Hours in Period}$

"Unavailability" is where the Application Software is completely and generally unavailable for the Customer's use (but not the use of any one Authorized User, or subset/group of users; or access from any one workstation or a group of workstations), and does not include any unavailability attributable to:

- a. Scheduled downtime for maintenance;
- b. Scheduled downtime for Major or Minor Enhancement Releases;
- c. scheduled downtime for operating system patch updates;
- d. downtime for upgrades or updates to system software components and tools integrated as part of the Solution;
- e. downtime for upgrades or updates to cloud-based Third-Party Software Components and services integrated as part of the SaaS Services;
- f. downtime related to connectivity issues resulting from Customer or third-party-provided or managed Direct Connect or VPN access to hosted server or Customer internal network problems; Customer will be responsible for immediately notifying Versaterm of all third-party-managed VPN access and internal or external (e.g. internet service provider) network problems that arise;
- g. an incident resulting from data or infrastructure or network provided and/or performed by the Customer;
- h. acts or omissions of Customer or any Customer user, Authorized User, or any employee, agent or independent contractor of the Customer;

- i. lack of availability or untimely response from the Customer that require the Customer's participation for resolution;
- j. the Customer's negligence or breach of the Customer's material obligations under the Agreement;
- k. any other cause(s) beyond Versaterm's reasonable control, including but not limited to those caused by Third-Party Data, Third-Party Applications, Third-Party Provider, or Third-Party software, as well as overall internet congestion, denial of service attack, or a force majeure.

### **6.3.3. Data Backup and Disaster Recovery**

During the Production Period of the SaaS Services, Versaterm shall provide backup of Customer data using the tools inherent to the platform, e.g., Microsoft Azure. Platform tools shall also be used to establish and maintain disaster recovery processes.

#### **SQL Database Backup and Retention as follows:**

- 14 days of daily
- 4 weeks of weekly
- 4 months of monthly
- 4 years of yearly

#### **SQL Transaction Logs**

- 14 days of hourly backups

#### **File/Storage Backups and Retention as follows:**

- 30 days of daily backups

#### **Misc. VM backups**

- Instant Restore Backups – 2 days
- 14 days of daily
- 4 weeks of weekly
- 4 months of monthly
- 4 years of yearly

#### **Return to Operation Objectives**

- VM Restore
  - Instant Restore Backup (2 Hours)
  - Older backup (1 day)
- SQL Restore
  - 4 hours to 1 day depending upon size of database
- File Share Restore
  - 4 hours
- Site Restore
  - 2 days

**6.4. Transition Assistance**

Upon termination of the Agreement for any reason, and subject to Fees due being paid in full, Versaterm will return Customer’s data in a CSV or other mutually agreed upon format for each record and provide them to the Customer for download. Records can be uploaded to Customer’s new system by the Customer or its new vendor. Transition assistance services are included in the Fees charged to Customer under Section 1. Fees are due and payable up to the cut-off date.

As an optional transition assistance service, Versaterm shall provide, for an additional Fee, the database and other managed services, as mutually agreed upon.

Notwithstanding the foregoing, Versaterm reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm.

**6.5. Minimum Client and Peripheral Specifications – System Requirements**

Below are the system requirements for Versaterm Software Applications, separated by systems hosted in *Versaterm Cloud* and those installed on premises.

**6.5.1. Versaterm Cloud**

**Supported Platforms**

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Desktop OS	Windows 10 or 11
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**Prerequisites**

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Desktops	.NET 4.7.2 or Higher
	Adobe Reader 10 or Higher
	JTTray
	VPN Client for Crystal Reports Administration: to modify or create Crystal Reports templates, Customer must use the Microsoft Azure VPN client. If this is not permitted by

Customer’s agency,  
Customer must have this  
client application cleared  
for use prior to  
Production Use.

**Compatible  
Browsers**

Microsoft Edge (Recommended)  
  
Google Chrome<sup>i</sup>  
  
Firefox 51.x or Higher<sup>ii</sup>

**Special Considerations**

Requirements	All guidelines are the minimum recommendations for suitable performance.
OS	LIMS v3.7.x and v3.8.x do not support file paths that exceed 200 characters.
Barcode Printers	Versaterm supports Eltron/Zebra printers currently supported by the manufacturer.

**6.5.2. On-Premises**

	25 Users			50 Users			100 Users		
	Processors	RAM	Disk Space	Processors	RAM	Disk Space	Processors	RAM	Disk Space
Web Server	4	8 GB	100 GB	4	8 GB	200 GB	8	8 GB	300 GB
Database Server	4	16 GB	100 GB	4	16 GB	200 GB	8	16 GB	300 GB

**Supported Platforms**

Server OS	Windows Server Standard Edition or Higher (minimum 2012 R2 or newer)
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Database                      Microsoft SQL Server (minimum 2016 or newer)

Web Services                IIS 8.5 or Higher

Desktop OS                 Windows 10 or 11

### Prerequisites

Desktops                    .NET 4.7.2 or Higher  
  
Adobe Reader 10 or Higher  
  
JITray

Servers                     .NET 4.7.2 or Higher  
  
.NET Core (if installing Portal)  
  
JTHub

Active Directory            Implementations where the web, file and SQL services are housed on separate physical or virtual servers will require the configuration of a managed service account, service principle names (SPN) and delegation.

Domain Functional Level    2008 R2 or Higher

### Compatible Browsers

**MICROSOFT EDGE  
(RECOMMENDED)**

Google Chrome<sup>i</sup>

Firefox 51.x or Higher<sup>ii</sup>

### Special Considerations

Requirements                All guidelines are the minimum recommendations for

	<p>suitable performance.</p> <p>We recommend allocating additional processing, memory and storage capacity if a large number of concurrent users is expected (greater than 50) or if the lab will be storing a large number of images and attachments.</p> <p>Concurrent corresponds to the number of active users who are making simultaneous requests to the application. A system may have 200 total users, but only 30 to 50 are concurrently active at any given moment.</p> <p>Please contact Sales for information regarding large-scale deployments.</p>
Servers	<p>We recommend dedicated servers for Versaterm applications.</p> <p>Only one instance of the JTHub is needed in most environments.</p>
OS	<p>LIMS v3.7.x does not support file paths that exceed 200 characters.</p>
Database	<p>SQL's memory usage should be limited to allow the OS at least 4GB of RAM.</p> <p>Initial installs require Microsoft SQL Server 2016; upgrades to existing systems can continue on the existing database version.</p>
Virtualization	<p>Our applications will run in virtualized environments.</p> <p>Services may be housed on one or more virtual machines.</p> <p>Implementation and support of virtualization is not provided by Versaterm.</p>
Failover	<p>Our applications are compatible with Windows failover clustering.</p> <p>Our applications are compatible with SQL Active/Passive clustering.</p> <p>Implementation and support of fault tolerance is not provided by Versaterm.</p>

**Clustering** Multiple web server deployments are not required for most scenarios.

Dates and times reflect the time zone of the web server. Labs that span multiple time zones might consider deploying a web server in each zone to accurately reflect the time of each zone.

Implementation and support of clustering is not provided by Versaterm.

**Backups** Versaterm does not assume any responsibility for backups.

A backup solution will need to be implemented by local support staff.

**Barcode Printers** Versaterm supports Eltron/Zebra printers currently supported by the manufacturer.

<sup>i</sup> Google Chrome is compatible with v3.8 products but has not been fully tested

<sup>ii</sup> Firefox is compatible with v3.8 products but has not been fully tested.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Service Schedule as of the Effective Date.

**Versaterm Public Safety US, Inc.**

By: \_\_\_\_\_

Name: [name of signer]

Title: [title of signer]

Date: [date]

**Customer**

By: \_\_\_\_\_

Name: [name of signer]

Title: [title of signer]

Date: [date]

\_\_\_\_\_