

## Subscription Services Agreement

This Subscription Services Agreement (this “**Agreement**”) is made effective as of July 1, 2023 (“**Effective Date**”), by and between Forensic Logic, LLC, a Delaware limited liability company, a wholly-owned subsidiary of SoundThinking, Inc., with a principal place of business at 1255 Treat Boulevard, Suite 610, Walnut Creek, CA 94597 (“**FL**”), and the City of Oakland, CA (“**Customer**”), with a principal place of business at One Frank H. Ogawa Plaza, Oakland, CA 94612. FL and Customer are sometimes referred to herein, individually, as a “**Party**” and, collectively, as the “**Parties**.”

### 1. Definitions.

a. “**URL**” means the URL for the website through which FL will provide the Subscription Services to Customer.

b. “**CrimeTracer™**” means the law enforcement search engine and information platform to which Customer will have access under the terms of this Agreement. CrimeTracer is a trademark of SoundThinking, Inc.

c. “**CrimeTracer Network**” means the public safety information services web platform to which Customer will have access in accordance with the terms of this Agreement.

d. “**Customer Data**” means Customer or third party data and information input or transferred into, stored, made available to FL by hyperlink, and/or processed by the Subscription Services.

e. “**Documentation**” means the standard user documentation for the Subscription Services and Software that FL makes generally available to its customers.

f. “**Implementation Services**” mean the standard services, as described in Section 6(a) and applicable Order Forms, performed by FL to configure and roll out the Subscription Services to Customer and Subscribers.

g. “**Intellectual Property Rights**” mean patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

h. “**Order Form**” means the form of document attached hereto as Appendix 1 by which Customer orders Subscription Services and/or Other Services.

i. “**Other Services**” mean, collectively, the Implementation Services, Professional Services, and Training Services.

j. “**Professional Services**” mean the services, provided by FL to Customer upon request by Customer, to customize, reconfigure, integrate, and/or modify the Subscription Services, as described in an applicable Order Form and governed by the terms and conditions of a separate Professional Services Agreement entered by FL and Customer.

k. “**Software**” means the software product used by FL to provide the Subscription Services.

l. “**Subscriber**” means an employee of Customer or an individual who has been identified as an authorized user for whom Customer has oversight and who (i) is authorized by Customer to access and use the Subscription Services; (ii) has registered online with FL and been assigned a unique Subscriber ID and password

combination to access and use the Subscription Services; and (iii) has agreed to the terms of FL’s standard end user license agreement for the Subscription Services prior to being permitted to access and use the Subscription Services for the first time.

m. “**Subscription Services**” mean the cloud-based or on-premises-based services that are: (i) provided by FL at the Customer location or through the website located at the URL; and (ii) described in Appendix 3, the applicable Documentation, and the applicable Order Forms.

n. “**Training Services**” mean the standard training services for the Subscription Services, as described in Section 6(b) and applicable Order Forms, that FL provides to its customers.

### 2. Subscription Services.

a. **Access and Use.** Subject to Customer’s compliance with the terms and conditions of this Agreement (including, without limitation, payment of the applicable fees in accordance with Section 7), FL will provide the Subscription Services to Customer in accordance with and subject to this Agreement and the Documentation. Customer may access and use the Subscription Services solely for its internal business purposes and such access and use is expressly limited to the number of Subscribers for which Customer has paid the applicable fees. Each Subscriber may use a single device to access the Subscription Services at any one time.

b. **Restrictions.** Customer shall not attempt to interfere with or disrupt the Subscription Services or Software or attempt to gain access to any systems or networks that connect thereto (except as required to access and use the Subscription Services). Customer shall not allow access to or use of the Subscription Services or Documentation by anyone other than Subscribers. Customer shall not: (i) copy, modify, or distribute any portion of the Subscription Services, Software, or Documentation to third parties; (ii) rent, lease, or provide access to the Subscription Services on a time-share or service bureau basis; or (iii) transfer any of its rights hereunder.

c. **Ownership.** Customer expressly acknowledges that, as between FL and Customer, FL and its licensors own all worldwide rights, title, and interest in and to the Subscription Services, Software, and Documentation, and any customizations, modifications, or enhancements thereto, or derivative works thereof, including all worldwide Intellectual Property Rights embodied therein. FL reserves all rights and licenses in and to the Subscription Services, Software, and Documentation not expressly granted to Customer under this Agreement. Customer will not delete or in any manner alter the copyright, trademark, or other proprietary rights notices appearing on the Documentation

as delivered to Customer. Customer will reproduce such notices on all copies it makes of the Documentation.

d. **Acceptable Use Policies.** Customer acknowledges and agrees that FL will not be responsible for the content of any communications or Customer Data transmitted through the Subscription Services. Customer shall use the Subscription Services exclusively for authorized and legal purposes, consistent with the Documentation, any written instructions provided by FL to Customer, and all applicable laws, rules, regulations, and rights of others. Customer shall keep confidential and not disclose to third parties, and ensure that Subscribers keep confidential and not disclose to third parties, any Subscriber IDs, passwords, and account information, except as necessary to use the Subscription Services in accordance with this Agreement.

e. **Government Rights.** The Software and Documentation are “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in FAR 12.212, DFARS 252.227-7014, and DFARS 227.7202. Any use, duplication, or disclosure of the Software or the Documentation by or on behalf of the U.S. Government is subject to restrictions as set forth in this Agreement. Manufacturer is Forensic Logic, LLC.

### 3. Customer Data.

a. **License Grant.** Customer grants FL a non-exclusive, non-transferable, perpetual, royalty-free license to reproduce, process, format, distribute, transmit, modify, prepare derivative works based upon, and otherwise use the Customer Data solely to provide the Subscription Services to FL customers and subscribers and to perform this Agreement. The Customer Data including any derivative works thereof, and all Intellectual Property Rights therein, is and will remain the exclusive property of Customer and its licensors, and Customer reserves all rights and licenses in and to the Customer Data not expressly granted to FL under this Agreement.

b. **Data Restoration.** In the event of any loss or corruption of Customer Data, FL will use commercially reasonable efforts to restore the lost or corrupted Customer Data. FL shall not be responsible for any loss, destruction, alteration, unauthorized disclosure, or corruption of Customer Data caused by any third party. FL’S EFFORTS TO RESTORE LOST OR CORRUPTED CUSTOMER DATA PURSUANT TO THIS SECTION SHALL CONSTITUTE FL’S SOLE AND LIABILITY AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY LOSS OR CORRUPTION OF CUSTOMER DATA. Customer acknowledges and agrees that FL will not be responsible for communications or Customer Data transmitted via the Subscription Services. Customer is solely responsible for the accuracy, quality, integrity, and legality of Customer Data.

4. **Customer Responsibilities.** Customer will: (a) provide FL with good faith cooperation and assistance and make available such Customer facilities, personnel, equipment, and support as may be reasonably required by FL to provide the Subscription Services and Other Services; (b) be responsible for Subscribers’

compliance with the Agreement and the Terms of Service (end user license agreement) attached in Appendix 4 for the Subscription Services and for any other activity (whether or not authorized by Customer) occurring under Customer’s account; (c) obtain, pay for, and maintain any third party hardware and software, telecommunications and Internet services, and other minimum system requirements required by FL for Customer to access and use the Subscription Services; (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services, promptly notify FL of any such unauthorized access or use, and cooperate with FL with respect to any investigation by FL of any suspected or alleged violation of this Agreement and any action by FL to enforce the terms and conditions of this Agreement. Customer shall be liable for any violation of the terms and conditions of this Agreement by any Subscriber; and (e) grant FL the rights to share Customer Data owned by Customer in the Forensic Logic Cloud for the purpose of delivering Subscription Services to all authorized FL customers.

### 5. Ordering and Delivery.

a. **Ordering.** Customer may submit Order Forms to FL for the purchase of Subscription Services and/or Other Services. No Order Form will be deemed accepted by FL unless and until FL accepts such Order Form in writing. Any terms and conditions contained in any order Form that are inconsistent with or in addition to the terms and conditions of this Agreement will be deemed stricken from such Order Form, unless expressly agreed to in writing by FL.

b. **Delivery.** FL will provide the Subscription Services through installation of on-premise software, if applicable, or the website located at the URL that FL will make available to Customer. FL may change the URL from time to time upon notice to Customer.

### 6. Other Services.

a. **Implementation Services.** Subject to Customer’s payment of Implementation Services fees applicable at the time Customer orders such services, FL will provide Implementation Services by assisting Customer with configuration and integration of the Subscription Services with Customer’s systems, including integration of Customer Data with the central data cache for the Forensic Logic Cloud. Customer, and not FL, shall be solely responsible for obtaining, setting up, and maintaining, at Customer’s own expense, the servers, third party software, telecommunications and Internet services, and any other minimum system requirements specified by FL as necessary for proper installation, access, and use of the Subscription Services; provided, however, that in certain cases Customer may be able to source third party hardware and/or software through FL and their partner companies. To the extent that FL may supply, or assist in supplying, to Customer any such third party hardware and/or software, Customer acknowledges that any warranty with respect to such third party hardware and/or software is provided exclusively by the manufacturer, and not by FL, and that FL shall

have no obligation or liability whatsoever with respect to any such third party hardware and/or software.

b. **Training Services.** Subject to Customer's payment of Training Services fees applicable at the time Customer orders such services, FL will provide to Customer, at mutually-agreed times and locations, any or all of the following training requested by Customer: (i) training of systems engineers in the operation of the Subscription Services; and (ii) training for the Customer's trainer on the functionality of the Subscription Services and assistance in the design of training modules for Subscribers (including modules for basic users, advanced users, and a "train the trainer" module).

c. **Professional Services.** Subject to Customer's payment of Professional Services fees applicable at the time Customer orders such services, FL will customize, reconfigure, or otherwise modify the Subscription Services as requested by Customer; provided that, in FL's sole judgment, such changes do not conflict with or violate any law, rule, or regulation or any FL obligation to a third party. FL will own all rights, title, and interest in and to any customizations, modifications, configurations, and enhancements of the Subscription Services, including all Intellectual Property Rights therein.

## 7. Fees and Payment.

a. **Subscription Services Fees.** Customer will pay to FL all of the fees specified in the applicable Order Form for the Subscription Services. Subscription fees are based on the number of subscriptions purchased and not on actual usage. If Customer desires to increase the number of Subscribers, it will issue a new Order Form for the additional number of Subscribers and FL may, in its discretion, allow or require the initial period of the newly purchased subscriptions to be adjusted to expire or renew simultaneously with Customer's preexisting subscriptions. If FL increases the price of subscription fees, such price increase will not apply to the current term of the applicable subscriptions, and will be effective hereunder only upon notice at least sixty (60) days prior to the last day of the then-current subscription period. If Customer does not agree to the price increase, Customer may give notice of non-renewal pursuant to Section 8(a).

b. **Services Fees and Expenses.** Customer will pay FL the fees specified in an accepted Order Form for any and all Other Services. Training Services and Professional Services are billed at the then-current daily, hourly, or flat fee rate, as applicable, and Implementation Services are billed at the then-current rates. If specified in an accepted Order Form, Customer will also reimburse FL for any reasonable and customary out-of-pocket travel and lodging expenses incurred by FL in connection with performing any Other Services. At Customer's request, FL will furnish Customer with receipts and other documentation for all such expenses.

c. **Payment.** Customer will pay all amounts due under this Agreement in U.S. currency. Unless otherwise specified in an Order Form, all fees for Subscription Services are due and payable in advance at the beginning of the subscription period and on or

before each renewal. If Customer orders additional subscriptions part-way through an existing subscription period, and the initial subscription period for the additional Subscribers is adjusted as described in Section 7(a) above, then the initial subscription fee for the additional subscriptions will be pro-rated accordingly. Unless otherwise specified in an Order Form, all other fees and expenses are due and payable within thirty (30) days after the date of FL's invoice therefor.

d. **Interest and Taxes.** All past due amounts will incur interest at a rate of one and one half percent (1.5%) per month or the maximum rate permitted by law, whichever is less. Customer will reimburse FL for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any overdue amounts. All fees payable under this Agreement are net amounts and are payable in full, without deduction for taxes or duties of any kind. Customer will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use, value-added, and withholding taxes) associated with this Agreement or Customer's access to, receipt, or use of the Subscription Services and Other Services, except for taxes based on FL's net income. If FL is required to collect any tax for which Customer is responsible, Customer will pay such tax directly to FL. If Customer pays any withholding taxes that are required to be paid under applicable law, Customer will furnish FL with written documentation of all such tax payments, including receipts.

## 8. Term and Termination.

a. **Term.** The term of this Agreement shall commence on the Effective Date and continue for the period specified in the applicable Order Form. Subscriptions purchased by Customer shall commence on the start date specified in the applicable Order Form and, unless terminated earlier in accordance with this Agreement, continue for the period specified in the applicable Order Form (subject to pro-rating when FL deems it appropriate to cause newly purchased subscriptions to expire or renew simultaneously with Customer's preexisting subscriptions). This Agreement may be renewed for subsequent annual, or multi-year terms at the mutual, written agreement of the Parties.

b. **Termination.** Either Party may terminate Subscription Services upon written notice to the other Party for material breach if such breach remains uncured for thirty (30) days' after receipt of written notice. In addition, FL may, at its sole option, immediately suspend or terminate Customer's or any Subscriber's access to and use of the Subscription Services and/or Documentation if: (i) FL suspects that Customer, a Subscriber, or any other person is using or attempting to use the Subscription Services or Documentation in a manner that violates this Agreement and could expose FL or any other entity to harm or legal liability; (ii) FL in its sole discretion believes that use of the Subscription Services violates any federal or state Criminal Justice Information System regulations; or (iii) FL in its sole discretion believes it is otherwise required to do so by law.

c. **Effect of Termination.** Upon expiration or termination of this Agreement: (i) Customer's and Subscribers' rights to

access and use the Subscription Services shall immediately terminate, and Customer and Subscribers shall immediately cease all use of the Subscription Services; (iii) Customer will pay to FL all fees and expenses accrued prior to the effective date of expiration or termination; and (iv) each Party will promptly return any Confidential Information in its possession or will destroy such items and, upon request of the other Party, provide written certification that all such copies have been returned or destroyed. The rights and obligations of the Parties contained in Sections 2(c), 3(a), 7(c), 7(d), 8(c), 9, 10(c), and 11, 12, and 13 will survive the expiration or termination of this Agreement.

## 9. Confidentiality.

a. **Definition.** “**Confidential Information**” means: (i) the Subscription Services and Software; (ii) any business or technical information of FL or Customer that, if disclosed in writing, is marked “confidential” or “proprietary” at the time of disclosure, or, if disclosed orally, is identified as “confidential” or “proprietary” at the time of disclosure, and is summarized in a writing sent by the disclosing Party to the other Party within thirty (30) days of such disclosure; and (iii) the specific terms and pricing set forth in this Agreement.

b. **Exclusions.** Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving Party; (ii) is rightfully known by the receiving Party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving Party without use of the disclosing Party’s Confidential Information; or (iv) the receiving Party rightfully obtains from a third party without restriction on use or disclosure.

c. **Use and Disclosure Restrictions.** Each Party will not use the other Party’s Confidential Information except as necessary for the performance of this Agreement and will not disclose such Confidential Information to any third party except to Subscribers that need to know such Confidential Information for the purpose of performing this Agreement, provided that each such Subscriber is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each Party will use all reasonable efforts to maintain the confidentiality of all such Confidential Information in its possession or control, but in no event less than the efforts that such Party ordinarily uses with respect to its own proprietary information of similar nature and importance. The foregoing obligations will not restrict either Party from disclosing Confidential Information of the other Party: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Party required to make such a disclosure gives reasonable notice to the other Party to contest such order or requirement; (ii) on a confidential basis to its legal or financial advisors; (iii) as required under applicable securities regulations; and (iv) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such Party. Notwithstanding the foregoing, Customer gives FL its consent and approval to use Customer’s

name and/or logo in its client list and to refer to Customer in marketing materials and business conversations as a client of FL.

## 10. Warranties and Disclaimers.

a. **Mutual Warranties.** Each Party represents and warrants to the other Party that (i) it has full right, power, and authority to enter into and perform its obligations under this Agreement; and (ii) its performance of this Agreement will comply with all applicable laws, statutes, ordinances, and regulations and will not conflict with any other agreement to which it is a Party or by which it is bound.

b. **Compliance with Laws.** FL represents and warrants that the performance of the Subscription Services and Other Services will be in compliance with applicable local, state, and federal laws, rules, and regulations.

c. **Warranty for Subscription Services.** FL warrants that, the Subscription Services will provide the functionality, and meet the requirements, set forth in the applicable Documentation. Customer’s sole and exclusive remedy, and Customer’s entire liability, for any breach of the warranty set forth in this Section will be as set forth in this Agreement and the applicable Documentation.

d. **Disclaimer.** Customer assumes sole responsibility and liability for results obtained from the use of the Subscription Services and for conclusions drawn from such use. FL shall have no liability for any claims, losses, or damage caused by: (i) errors or omissions in any Customer Data or information provided to FL by Customer in connection with the Subscription Services or any actions taken by FL at Customer’s direction; or (ii) Customer’s or any Subscriber’s use of any third party products, services, software, or websites that are accessed via links from within the Subscription Services. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10, FL MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, THE SUBSCRIPTION SERVICES, OR THE OTHER SERVICES. WITHOUT LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10(C), FL DISCLAIMS ANY WARRANTY THAT THE SUBSCRIPTION SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. FL FURTHER DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SUBSCRIPTION SERVICES AND OTHER SERVICES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM FL OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

e. **High Risk Activities.** THE SUBSCRIPTION SERVICES ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-

SAFE PERFORMANCE WHERE THE FAILURE OF THE SUBSCRIPTION SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SIGNIFICANT PHYSICAL OR ENVIRONMENTAL DAMAGE (“**HIGH RISK ACTIVITIES**”). USE OF THE SUBSCRIPTION SERVICES IN SUCH HIGH RISK ACTIVITIES IS NOT AUTHORIZED.

#### 11. Indemnification.

a. **Infringement Indemnity.** FL will defend or settle any action brought against Customer to the extent that it is based upon a claim that the Subscription Services or Documentation, as provided by FL to Customer under this Agreement and used within the scope of this Agreement, infringes any United States copyright or misappropriates any trade secret recognized as such under the Uniform Trade Secrets Act, and will pay any costs, damages, and reasonable attorneys’ fees attributable to such claim that are awarded against Customer, provided that Customer: (i) promptly notifies FL in writing of the claim; (ii) grants FL sole control of the defense and settlement of the claim; and (iii) provides FL, at FL’s expense, with all assistance, information, and authority reasonably required for the defense and settlement of the claim.

b. **Injunctions.** If Customer’s use of the Subscription Services or Documentation hereunder is, or in FL’s opinion is likely to be, enjoined due to the type of claim specified in Section 11(a) above, FL may, at its sole option and expense: (i) procure for Customer the right to continue using such Subscription Services or Documentation under the terms of this Agreement; (ii) replace or modify such Subscription Services or Documentation so that it is non-infringing and substantially equivalent in function to the enjoined Subscription Services or Documentation; or (iii) if options (i) and (ii) above cannot be accomplished despite FL’s reasonable efforts, then FL may terminate Customer’s rights and FL’s obligations hereunder with respect to such Subscription Services or Documentation and refund to Customer any advance subscription fees paid by Customer to FL for any time period that occurs after such termination.

c. **Exclusions.** Notwithstanding the terms of Section 11(a), FL will have no liability for any infringement or misappropriation claim of any kind to the extent that it results from: (i) modifications to the Subscription Services or Documentation made by a party other than FL, if a claim would not have occurred but for such modifications; (ii) the combination, operation, or use of the Subscription Services or Documentation with equipment, devices, software, or data not supplied by FL, if a claim would not have occurred but for such combination, operation, or use; (iii) Customer’s failure to use updated or modified Subscription Services or Documentation provided by FL to avoid a claim; (iv) FL’s compliance with any designs, specifications, or plans provided by Customer; or (v) Customer’s reproduction, distribution, or other use of the Subscription Services or Documentation other than in accordance with this Agreement or the Documentation.

d. **Sole Remedy.** THE PROVISIONS OF THIS SECTION 11 SET FORTH FL’S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

#### 12. Limitation of Liability.

a. **EXCLUSION OF DAMAGES.** IN NO EVENT WILL FL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SUBSCRIPTION SERVICES OR OTHER SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT FL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

b. **Total Liability.** FL’S TOTAL CUMULATIVE LIABILITY TO CUSTOMER FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID TO FL BY CUSTOMER PURSUANT TO THIS AGREEMENT, AND, IF SUCH LIABILITY RESULTS FROM CUSTOMER’S USE OF THE SUBSCRIPTION SERVICES OR FROM THE OTHER SERVICES, SUCH LIABILITY WILL BE LIMITED TO THE ACTUAL FEES PAID BY CUSTOMER FOR THE SPECIFIC SUBSCRIPTION SERVICES OR OTHER SERVICES GIVING RISE TO THE LIABILITY.

c. **Basis of Bargain.** The Parties acknowledge and agree that FL has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between FL and Customer and form the basis of the bargain between the Parties.

#### 13. General.

a. **Successors and Assigns.** The rights and obligations of the parties to this Agreement will be binding on, and will inure to the benefit of each of the parties’ successors, permitted assigns, heirs and estates.

b. **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of law known as conflict of laws. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or

state courts located in the Northern District of California and the Parties hereby irrevocably consent to the personal jurisdiction and venue therein.

c. **Relationship of Parties.** The Parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

d. **Notices.** All notices required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery services, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other address as may be specified by either Party to the other in accordance with this Section. Either Party may change its address for notices under this Agreement by giving written notice to the other Party by the means specified in this Section.

e. **Force Majeure.** Neither Party will be responsible for any failure or delay in its performance under this Agreement (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, terrorism, riot, acts of God or governmental action.

f. **Export Control.** Customer agrees to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to ensure that neither the Software, nor any

direct product thereof are: (i) exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the Export Laws, including but not limited to nuclear, chemical, or biological weapons proliferation.

g. **Non-Exclusive Remedy.** Except as expressly set forth in this Agreement, the exercise by either Party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

h. **Severability and Waiver.** If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

i. **Entire Agreement.** This Agreement, including all appendices and all accepted Order Schedules, constitutes the complete and exclusive understanding and agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both Parties.

j. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement as of the Effective Date.

**FL: Forensic Logic, LLC.**

**Customer: City of Oakland, CA**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

<b>CUSTOMER NAME:</b>	City of Oakland	<b>BILL TO ADDRESS:</b>	455 7 <sup>th</sup> Street, Room 905
<b>BILL TO POC:</b>	Bureau of Services (COO)	<b>BILL TO CITY &amp; STATE:</b>	Oakland, CA
<b>BILL TO PHONE:</b>	(510) 238-3062	<b>BILL TO ZIP:</b>	94607
<b>BILL TO EMAIL:</b>	Gaspar Montoya gmontoya@oaklandca.gov	<b>METHOD OF INVOICE:</b>	EMAIL
<b>TERM</b>	<b>START DATE</b>	<b>END DATE</b>	
36 Months	July 1, 2023	June 30, 2026	

For Period 7/1/2023 to 6/30/2024 and payable upon execution of contract

Description	Quantity	Unit Price	Sales Price	Subtotal	Discount (%)	Total Price
CrimeTracer™, Enterprise Subscription for Term	1	\$227,500.00	\$227,500.00	\$227,500.00		\$227,500.00
CrimeTracer™, Standard CompStat, per user subscription	60	\$1,000.00	\$60,000.00	\$60,000.00	100%	\$0.00
COPLINK Connect	1	\$10,000.00	\$10,000.00	\$10,000.00		\$10,000.00
Integration with Mark43 RMS system	1	\$10,000.00	\$10,000.00	\$10,000.00		\$10,000.00
General Purpose and Maintenance Services	1	\$25,000.00	\$25,000.00	\$25,000.00		\$25,000.00
					<b>TOTAL</b>	<b>\$272,500.00</b>

For Period 7/1/2024 to 6/30/2025. Payable on July 1, 2024

Description	Quantity	Unit Price	Sales Price	Subtotal	Discount (%)	Total Price
CrimeTracer™, Enterprise Subscription for Term	1	\$227,500.00	\$227,500.00	\$227,500.00		\$227,500.00
CrimeTracer™, Standard CompStat, per user subscription	60	\$1,000.00	\$60,000.00	\$60,000.00	100%	\$0.00



COPLINK Connect	1	\$10,000.00	\$10,000.00	\$10,000.00		\$10,000.00
General Purpose and Maintenance Services	1	\$25,000.00	\$25,000.00	\$25,000.00		\$25,000.00
					<b>TOTAL</b>	<b>\$262,500.00</b>

For Period 7/1/2025 to 6/30/2026. Payable on July 1, 2025

Description	Quantity	Unit Price	Sales Price	Subtotal	Discount (%)	Total Price
CrimeTracer™, Enterprise Subscription for Term	1	\$227,500.00	\$227,500.00	\$227,500.00		\$227,500.00
CrimeTracer™, Standard CompStat, per user subscription	60	\$1,000.00	\$60,000.00	\$60,000.00	100%	\$0.00
COPLINK Connect	1	\$10,000.00	\$10,000.00	\$10,000.00		\$10,000.00
General Purpose and Maintenance Services	1	\$25,000.00	\$25,000.00	\$25,000.00		\$25,000.00
					<b>TOTAL</b>	<b>\$262,500.00</b>

<b>PAYMENT TERMS:</b>	Net 30
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**Service Level Agreement**

FL shall use commercially reasonable efforts to provide to Customer the first-level maintenance and support services for the Subscription Services that are described in this Service Level Agreement (“SLA”). FL shall be responsible for providing such services only to Customer’s designated Support Contact Persons as defined below, and shall have no obligation to provide such services directly to, or respond to any requests from, Subscribers. However, FL reserves the right to establish and maintain contact with any Subscriber in order to facilitate the delivery of any Subscription Services-related support services needed by such Subscriber.

**1. Definitions**

- a. **“Error”** means a reproducible failure of the Subscription Services to operate in material conformance with the Documentation.
- b. **“Level 1 Error”** means an Error that causes the Subscription Services to fail to operate whatsoever or to crash the system on which the Subscription Services are being used.
- c. **“Level 2 Error”** means an Error that causes the Subscription Services to fail to operate in a material manner but does not render the system on which the Subscription Services are being used inoperable.
- d. **“Level 3 Error”** means an Error that produces an inconvenient situation in which the Subscription Services operate substantially in accordance with the Documentation but nevertheless causes or results in substandard or erratic performance.
- e. **“Level 4 Error”** means an Error that is minor or that is cosmetic in nature and does not result in reduced performance.
- f. **“Resolution”** means a modification or workaround to the Subscription Services and/or Documentation intended to resolve an Error.

**2. Support Contact Persons.** Customer shall designate in writing to FL no more than three (3) individuals to act as support contact persons (each, a **“Support Contact Person”**). Customer may change its Support Contact Persons upon written notice to FL.

**3. Error Reporting.** Upon discovering an Error, Customer shall submit to FL a report in which Customer shall use its reasonable business judgment to classify the Error in accordance with the severity classifications set forth above. Customer shall only report an Error through a Support Contact Person, and only after Customer has expended reasonable efforts to resolve such Error. Customer shall contact FL via the following means depending on the severity of the reported Error:

Severity	Method of Contact
Level 1 Error	Telephone: 833.267.5465 and Email: crimetracer@soundthinking.com
Level 2 Error	Telephone: 833.267.5465 and Email: crimetracer@soundthinking.com
Level 3 Error	Email
Level 4 Error	Email

**4. Error Resolution.** Normal FL business hours are Monday through Friday from 8:00 AM PST to 5:00 PM PST. Response to Errors reported by Customer, and quarterly maintenance releases containing reported defects and customer enhancement requests will be provided as mutually agreed. When notified by Customer during normal FL business hours, FL shall respond to Level 1 Errors within twelve (12) hours and shall use commercially reasonable efforts to provide a Resolution within one (1) business day.

**5. Exceptions.** FL shall have no responsibility to fix any Errors arising out of or related to the following causes: (a) Customer’s (or any other party’s) modification, or combination, or merger of the Subscription Services with third party items not provided by FL, in whole or in part, without FL’s express written authorization, (b) use of the Subscription Services in an environment other than an environment authorized in the Agreement or as provided in the Documentation, (c) negligence, accident, or improper use, (d) use of the

## ***Subscription Services SLA Appendix 2***

Subscription Services other than as authorized in the Agreement or as provided in the Documentation, and (e) non-FL software or hardware products (including without limitation the operating systems on which the Subscription Services operate) or use of the Subscription Services in conjunction therewith.

6. **Access to Personnel and Equipment.** Customer shall provide FL access to Customer's personnel and equipment as reasonably required for FL to provide support under these terms.

7. **Additional Support Services.** Upon request, and subject to availability of qualified FL personnel, FL shall provide support services to Customer in addition to those set forth in these terms. Customer shall be charged separately and pay for (a) such services at FL's then-current standard rates, and (b) the reasonable travel, living, telecommunication, and other expenses incurred by FL in connection with providing such services.

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**Description of Subscription Services****CrimeTracer**

The Search Engine for Law Enforcement

CrimeTracer is an intuitive and powerful search engine, purpose-built for law enforcement, ensuring that everyone from patrol, analysts, investigators, and command staff have the information they need, when they need it. CrimeTracer offers accessibility from any mobile or desktop device with a click on the web browser.

**Advanced Search**

CrimeTracer is the industry's leading search engine for law enforcement, combining the simplicity of unstructured natural language search with the power of structured field level and federated search. The result is that the information you are looking for will appear on the 1st page of results with the same ease as a Google search.

**The Power of the Network**

There is plenty of law enforcement data available to agencies across the United States. With CrimeTracer, we focus on providing the right data. With the most comprehensive set of data in the industry, we offer the singular ability to access critical and meaningful information from not only your agency's IT systems, but across the city, county, state and country.

**Public Investigative Data**

Our alliance with Thomson Reuters CLEAR<sup>®</sup> means that so long as an Agency has a CLEAR subscription (licensing sold separately) officers and analysts will have not only private law enforcement agency data but critical public records data at their fingertips without having to toggle between disparate applications.

**Accelerating Investigations with Powerful Analytics**

Advanced analytics and visualizations provided by Key Lines technology offers the ability to centralize and apply complex analytics across multiple data sets. With this information, Law Enforcement analysts and investigators glean actionable insights, in real-time, that help identify crime trends and prevent criminal activity.

**Simple and Accessible Across the Department**

CrimeTracer is accessible from any centrally managed device and across all compliant networks. A seamless integration with your existing infrastructure puts the power directly into the hands of all law enforcement professionals, including patrol, investigators, analysts and command staff.

**CrimeTracer CompStat**

A streamlined and easier to use upgrade to LEAP Analytics focused on CompStat and permitting NIBRS and UCR reporting by major category.

**COPLINK Connect**

Real-time messaging and information sharing product for field use (Intelligence and CeaseFire teams) now available for use with Android and IOS devices.

**General Purpose Maintenance**

Continuous services to ensure that sunsetted LRMS data flows to CrimeTracer and other products (soon to be CaseBuilder) in seamless and uninterrupted manner given that sunsetted LRMS will need continuous monitoring for as many as two additional years.

Services needed to maintain integrity of all Oakland Police Department data feeds.

Consideration of special feature requests solely for Oakland Police Department.



## TERMS OF SERVICE FOR PARTICIPATION IN CRIMETRACER

### *Appendix 4*

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#### PART I

By accepting these Terms of Service (this “TOS”), also considered a Memorandum of Understanding (MOU) for purposes of the FBI CJIS Security Policy, you agree to abide by usage and access policies and to use your CrimeTracer account in an acceptable, ethical and legal manner, and adhere to the following security rules:

1. I will use CrimeTracer only for the administration of criminal justice.
  - a. I will respect the confidentiality and privacy of individuals whose records I may access.
  - b. I will observe any ethical restrictions that apply to data to which I have access, and to abide by applicable laws or policies with respect to access, use, or disclosure of information.
  - c. I am forbidden to access or use any CrimeTracer data for my own personal gain, profit, or the personal gain or profit of others, or to satisfy my personal curiosity.
2. I know that I will be issued a user identifier (User ID) and a password to authenticate my CrimeTracer account. After receiving them:
  - a. I understand that my CrimeTracer computer account is assigned to me alone and is not to be shared with anyone, including co-workers, trainers, or computer technicians. I will not allow anyone else to have or use my password.
  - b. If I know that my password is compromised, I will report the compromise to my agency’s CrimeTracer Point of Contact (POC) and to the CrimeTracer secure access representative.
  - c. I am responsible for all activity that occurs on my individual account once my password has been used to log onto CrimeTracer.
  - d. I will ensure that my password is changed every 90 days in accordance with CJIS requirements, or if compromised, whichever is sooner.
  - e. I will not store my password on any processor, microcomputer, personal digital assistant (PDA, such as a Palm Pilot or Blackberry), personal electronic device, or on any magnetic or electronic media.
  - f. I will employ the use of Advanced Authentication when accessing Criminal Justice Information (CJI) on a device that is determined to be outside the perimeter of a physically secure location.
  - g. If I am located in the state of Florida, I will not access CrimeTracer from a non-departmental device.
  - h. I will never leave my CrimeTracer session unattended while I am logged on.

**TERMS OF SERVICE FOR PARTICIPATION IN CRIMETRACER**  
**Appendix 4**

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- i. I know that it is a violation of policy for any computer user to try to mask or hide his or her identity, or to try to assume the identity of someone else for the purpose of access to CrimeTracer.
  - j. I will not connect any personal information technology equipment (for example, PDAs, personal computers, or digitally enable devices) to the terminal I am using to access CrimeTracer for the purpose of downloading CrimeTracer data.
  - k. If I observe anything on the system I am using that indicates inadequate security, I will immediately notify my Agency POC. I know what constitutes a security incident and know that I must immediately report any such incidents to my Agency POC.
3. I may pass along information I obtained from CrimeTracer to other persons who do not have direct access to CrimeTracer ONLY if they are known by me to be law enforcement or criminal justice personnel who are authorized to receive such information.
4. I agree not to use the resources of CrimeTracer in such a way that the work of other users, the integrity of the system, or any stored data may be jeopardized.
5. I agree that if, in the opinion of the SoundThinking Compliance Department, my use of the resources contravenes any provision in this TOS, or is in breach of any rules in force for the time being, my access to the CrimeTracer Network will be revoked. Any dispute arising from such action, or arising from other provisions of this TOS will be conducted under the appropriate disputes and appeals procedure within the SoundThinking Compliance Department and agreement with the providers of information comprising the CrimeTracer Network.
6. I understand that neither SoundThinking, nor Forensic Logic accepts any responsibility for the malfunctioning of any equipment or software, nor failure in security or integrity of any stored data.
7. I understand that no claim shall be made against SoundThinking or Forensic Logic, or its/their employees, or agents in respect of any loss alleged to have been caused whether by defect in the resources or by act or neglect of SoundThinking or Forensic Logic, its/their employees, or agents.
8. I know that my actions as a CrimeTracer user can greatly affect the security of CrimeTracer and that my signature on this TOS indicates that I understand my responsibility as a CrimeTracer user requires that I adhere to regulatory guidance.

If you choose not to accept these standards of behavior, you will be denied access to CrimeTracer. Violators of these standards will be reported to their respective agency head.

Acknowledgment and Acceptance:

I acknowledge and accept the responsibilities as set out in Part I of this TOS. I acknowledge that these responsibilities have been developed and approved by the CrimeTracer Network users and providers of

information to the CrimeTracer Network in order to ensure the reliability, confidentiality, completeness, and accuracy of all information contained in the CrimeTracer Network. I further acknowledge and accept that my failure to comply with these responsibilities will subject my access to various sanctions as approved by Forensic Logic Compliance Department. These sanctions may include termination of my access to the CrimeTracer Network.

## PART II

**In addition, if you are an authorized signatory on behalf of your agency**, the following terms are entered into by and between Forensic Logic LLC ("FL") and the agency ("Agency") you represent (each a "Party" and collectively, the "Parties"), as of the date (the "Effective Date") you accepted this TOS.

1. **Purpose.** The CrimeTracer Network and associated data center(s) (collectively, the "CrimeTracer System"), which (i) aggregates data relevant to the reduction of and defense against criminal activity, and (ii) provides mechanisms for local, state and federal agency partners to query such aggregated data. The purpose of this TOS is to establish the terms and conditions by which each Party may access and use the CrimeTracer System and the data contained therein.
2. **Contribution of Data to FL System.** From time to time, Agency may contribute data to FL for use in the CrimeTracer System ("Agency Data"). Any and all contribution of Agency Data to the CrimeTracer System is done at the discretion of the Agency. Agency shall retain all right, title and interest in and to all Agency Data except as otherwise provided in this TOS. Agency hereby grants to FL the limited rights (i) to use, reproduce, store and distribute Agency Data within the CrimeTracer System, including the right to make Agency Data available to subscribers of the CrimeTracer System, and (ii) to the extent Agency Data is public data, i.e., data that would be releasable pursuant to a request under the Freedom of Information Act or the relevant state public records law ("Public Data"), to use, reproduce, store and distribute (including the right to permit third parties to use, reproduce, store and distribute) Public Data for any purpose. Upon Agency's request, FL shall provide reasonable technical assistance to Agency for the extraction and submission of Agency Data to the CrimeTracer System. Agency is solely responsible for the accuracy of its Agency Data.
3. **Use of Contributed Data.** From time to time, Agency may desire to use data previously contributed by another agency to FL and stored within the CrimeTracer System ("Contributed Data"). Agency shall receive no right, title or other interest in or to any Contributed Data except as provided in this TOS. FL hereby grants to Agency the limited right for each of its Authorized Users (as defined below) to access and use the CrimeTracer System and Contributed Data solely for law enforcement purposes. Agency shall not take any enforcement action based on Contributed Data without first verifying the accuracy and current status of such information with the contributing agency.
4. **Public Safety Information.** Agency may not use the CrimeTracer System for any purpose other than a law enforcement investigation, reporting or prosecution purpose. Agency agrees that it shall only insert public safety or CJI data (collectively "Public Safety Information") into portions of the CrimeTracer System specifically designated by FL as a repository for such Public Safety Information, and agrees that

it shall adhere to all procedures for the handling of such Public Safety Information as determined by CJIS. Agency shall not insert criminal intelligence information subject to 28 CFR Part 23 or any other classified data defined by 18 CFR Part 3a.11 into any portions of the CrimeTracer System or otherwise compromise the law enforcement capabilities of the CrimeTracer System.

5. **Compliance with Laws.** Each Party represents, warrants and covenants that it shall adhere to all local, state and federal laws, rules and regulations applicable to the exercise of its rights and performance of its obligations hereunder (collectively, "Applicable Laws").
6. **Data Security; Audit.** The CrimeTracer System shall be secured in accordance with FBI-CJIS guidelines and Applicable Laws. All users' access to and use of the CrimeTracer System shall be recorded, and all such access and use, and shall be analyzed for misuse and/or unusual activity. It is understood that by agreeing to this TOS, that you consent to monitoring, review, and audit of your activity. Periodically, FL shall prepare a report itemizing any such misuse and/or unusual activity and shall promptly provide each such report to Agency. Agency shall be solely responsible for performing any necessary follow-up in accordance with Agency's internal policies and all Applicable Laws. If FL reasonably believes that Agency may not be in compliance with Applicable Laws, FL shall provide written notice of such belief to Agency and Agency shall have thirty (30) days from receipt of such written notice to make available to FL its books and records for inspection so as to allow FL to assess Agency's compliance with Applicable Laws. If Agency does not timely permit FL to inspect its books and records, or if during the conduct of such audit it is determined, in FL's sole discretion, that Agency has violated any Applicable Law, FL may immediately terminate this TOS as provided in Article 8 herein.
7. **Agency Point of Contact.** Consistent with the requirements of CJIS and Applicable Laws, Agency shall appoint an authorized representative as the single point of contact for any questions or issues arising under this TOS ("Agency POC"). Agency POC shall be responsible for: (i) authorizing Agency individuals to access and use the CrimeTracer System ("Authorized Users"); (ii) removing Authorized Users from the FL System when they leave the Agency or otherwise become ineligible for access; (iii) ensuring that all Authorized Users are adequately trained with respect to the CrimeTracer System and all Applicable Laws; and (iv) communicating with FL. Agency shall promptly notify FL whenever the Agency POC is replaced by a new person.
8. **Term and Termination.** This TOS is effective as of the date of signature below, and shall continue until terminated by a Party in accordance with this TOS. FL may immediately suspend Agency's access to the CrimeTracer System and/or terminate this TOS at any time if FL determines, in its sole discretion, that Agency has breached this TOS or violated any Applicable Law; provided, however, that FL may reinstate Agency's access to the CrimeTracer System upon the receipt of satisfactory assurances that Agency has corrected such violations and taken appropriate measures to prevent future violations. Either Party may terminate this TOS (including all rights to access the FL System) for any reason or no reason whatsoever upon thirty (30) days' prior written notice.



9. **Disclaimer of Liability.** In no event will either Party be liable to the other Party for any indirect, consequential, incidental, punitive or special damages (including loss of profits, data, business or good will) in connection with the transactions contemplated by this TOS, whether or not liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose or otherwise, even if it is advised of the likelihood of such damages. Each Party is solely responsible for the actions and/or omissions of its employees, officers, and agents. **THE FOREGOING LIMITATION AND EXCLUSION OF LIABILITY SHALL NOT APPLY IN THE EVENT OF THE LIABLE PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, MALFEASANCE OR INTENTIONAL NON-PERFORMANCE.**
10. **Miscellaneous.** Each Party or Agency POC represents, warrants and covenants that it has legal authority to enter into this TOS. This TOS may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument, and an electronic, photocopy or facsimile signature shall be as valid as the original. This TOS supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this TOS. The provisions of this TOS are solely for the benefit of the Parties and are not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law. This TOS may not be assigned by either Party without the prior written consent of the other Party, except that FL may assign this TOS or any of its rights or delegate any of its obligations to any affiliate or to any person in connection with a merger or acquisition of all or substantially all of FL's assets or all or a controlling interest in its voting equity without Agency's consent. This TOS and all documents referred to in this TOS are governed by, and shall be construed and enforced in accordance with, the laws of the State of California, without giving effect to any conflict of laws provisions. No amendment, modification, extension, release, discharge or waiver of this TOS, or of any provision hereof, shall be valid or binding unless in writing and signed by the Parties.
11. **Privileges and Responsibilities.** The CrimeTracer Network operates under the governance of the SoundThinking Compliance Department. You have requested, or your agency has requested on your behalf, access to the CrimeTracer Network.

**I understand and agree on behalf of the Agency to abide by Part I and II of the TOS as outlined above.**

**Customer: City of Oakland**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_