AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
SUPERION

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Superion, a Delaware LLC, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A.   City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";

B.   Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C.   The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1.   AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – System Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In

the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall commence upon the date it is signed by both parties (the "Effective Date") and shall continue for a period of three (3) years after the Effective Date. Thereafter, this contract shall automatically renew for additional one year periods, with a maximum of two (2) additional one year periods, unless either SANTA CLARA notifies the CONTRACTOR or the CONTRACTOR notifies SANTA CLARA in writing no later than ninety (90) days prior to the expiration of the initial or any annual renewal term that the CITY or CONTRACTOR wishes to terminate this Agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City and Contractor shall share revenue derived from the Services in accordance with Exhibit B, entitled "SCHEDULE OF FEES." All work performed or materials provided shall be compensated in accordance with Exhibits A and B, and any work performed or

materials provided in excess thereof shall be at Contractor's expense. Contractor shall not be entitled to any payment beyond that set forth in Exhibit B unless agreed to in writing by the parties.

7.   TERMINATION

A.   Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.

B.   Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.

C.   Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8.   ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of City, which consent shall not be unreasonably withheld or delayed. A change in ownership of the Contractor by operation of law or a purchase of the majority of assets or stock of the Contractor by another company shall not be considered an assignment for the purposes of this section. Contractor shall not hire subcontractors without express written permission from City, which consent shall not be unreasonably withheld or delayed.

Contractor shall be as fully responsible to City for the acts and omissions (other than criminal or intentional misconduct) of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9.   NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10.   INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as

agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, , works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of Contractor hereinafter the "Contractor's Materials"). Notwithstanding the foregoing, City shall have the right to use the Contractor's Materials and may retain and use copies thereof, solely in connection with the Project and for City's internal purposes.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents may request the opportunity to inspect and review Contractor's books and records   on a limited basis during the term of this Agreement and for one (1 year from the date of final payment for goods or services provided under this Agreement, but solely for the p the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of ten (10) percent adverse to the City.

Contractor shall submit to City a report, on a limited basis, concerning its performance under this Agreement if requested in writing by City, but solely for purposes of assisting City to meet City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

    A.   To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury,

liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly exclude the willful, intentional or criminal misconduct by City connected with the Services. However, the Contractor's obligation to indemnify the City shall not apply to the extent that such liability is ultimately adjudicated to have arisen through the sole negligence or sole willful misconduct of City

B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

D. Notwithstanding any of the above, Contractor's liability to City on a first-party basis related to this agreement will not exceed the fees collected in connection with this agreement during the preceding twenty-four (24) months.

E. Contractor will not be liable for damages proximately caused by the criminal actions of third parties or for damages caused by the sole negligence or willful misconduct of any third parties.

F. Exclusion of damages- Regardless of whether any remedy set forth herein fails of its essential purpose or otherwise, in no event will Contractor, Contractor's personnel, subcontractors or suppliers be liable under or in connection with this agreement for any loss of use, data, business, revenue, profit, goodwill, or reputation.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

> City of Santa Clara
> Attention: Police Department
> 1500 Warburton Avenue
> Santa Clara, CA 95050
> and by e-mail at police@santaclaraca.gov, and
> manager@santaclaraca.gov

And to Contractor addressed as follows:

> Superion, LLC
> Attn: Legal Department
> 1000 Business Center Drive
> Lake Mary, FL 32746

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, and without any duty to investigate, no City officer, employee or authorized representative has any financial interest in the

business of Contractor. Contractor is familiar with the provisions of California Government Code section 87100 and certifies that it does not know of any facts which would violate these code provisions, to the best of Contractor's knowledge, and without any duty to investigate.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

_____   _____
BRIAN DOYLE   DEANNA J. SANTANA
City Attorney   City Manager
                                             1500 Warburton Avenue
                                             Santa Clara, CA 95050
                                             Telephone: (408) 615-2210
                                             Fax: (408) 241-6771
                          "CITY"

SUPERION
A DELAWARE LLC

Dated: _9-5-19_

By (Signature): _Lisa Neumann_

Name: _Lisa Neumann_

Title: _Controller_

Principal Place of
Business Address: _1000 Business Center Drive, Lake Mary FL, 32746_

Email Address: _____

Telephone: ( ) _800-727-8088_

Fax: ( ) _____
                    "CONTRACTOR"

EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

o **Project Summary**

This CryWolf False Alarm Administration Services Statement of Work (SOW) outlines and describes the alarm program administration services to be provided, proposed project plan, deliverables, and the tasks required by both Superion and Santa Clara's personnel. If a service is not described in this document, then it will not be provided within the scope of the proposed project.

o **Alarm Administration Services Overview**

Our experienced alarm services team will administer Santa Clara's alarm program in accordance with Santa Clara's Alarm Ordinance. Superion will perform the following services which are already in place for many clients of comparable size to Santa Clara.

Secure access online to adaptable reports: We will provide authorized Santa Clara staff with direct inquiry and report generation capabilities via real-time, encrypted, Web-based connection to alarm management information. This approach is currently used by many Superion clients and provides Santa Clara flexible, secure, and timely access to information.

Recording of Program Telephone Calls: Our call center process is designed to ensure the highest quality customer service including accurate, courteous, and consistent communications with Santa Clara citizens and businesses. In support of these objectives, Superion employs a communications appliance integrated into our telephone system to record all customer calls. Using this device, digital copies of all citizen and business telephone calls are captured in voice documents for later review, comment, and sharing of telephone conversations. This process helps ensure the highest level of customer service.

Extensive Language Support: Superion utilizes a Language Service to provide extensive language support. This same service is used successfully by thousands of public safety organizations nationwide. Accordingly, we are able to provide language support for 175 spoken languages. We also provide an array of communication choices for the hearing impaired including Email, Text relay, Video relay and TTY formats.

Dedicated mailing address and toll-free citizen support line: Our alarm management process is designed to reliably separate the Santa Clara correspondence and calls we receive from the activity of other alarm programs we administer to ensure high-quality and personalized service to Santa Clara's citizens and businesses. Our support line is available Monday through Friday, 9am to 5pm Local Time.

Local program remittance lockbox: Our approach to processing payments is designed to ensure fast, reliable, and secure payment processing. We propose to establish a dedicated, program account at a nearby, bank lockbox facility in the region

for all mail-in deposits. Superion is experienced in high volume, commercial bank lockbox support for alarm programs nationwide.

Internet-based, fully-interactive alarm information updating: When alarm holders need to update their alarm system information, or want questions answered, they expect prompt access. Superion provides immediate response from our skilled customer service representatives (CSRs) during business hours. Our secure, online access allows alarm users to update their alarm information without waiting to speak with a Customer Service Representative. This online service is available on a 24/7 basis.

Internet-based payment of invoices: Superion will process false alarm payments made over the Web. Alarm holders can "Pay-by-Web" directly into a dedicated Santa Clara alarm program website which we will host so that citizens can pay individual alarm invoices, or the full balance owed at any time, day or night.

Integrated Voice Capabilities (Outbound IVR): When citizens have questions, or the alarm program needs to alert selected alarm owners, it is desirable to have a system that facilitates prompt notifications. Superion can support this not only with skilled customer service representatives, but with telephone handling technology that will provide a caller with information about the false alarm reduction program including registration renewal information and delinquent payment reminders. The system can also be used to automatically deliver special messages to select alarm owners for excessive false alarms or request the alarm owner to call the program call center to discuss an account. This service is available on a 24/7 basis.

Enhanced Alarm Data Security: Alarm response services require the collection, maintenance, and communication of sensitive and highly confidential data about alarm locations. Understandably, businesses, citizens, security alarm companies, and City officials are concerned with unauthorized access to this information. Superion has the technical infrastructure required to ensure the highest levels of data security. This includes core network and DMZ server firewalls, private internal IP addresses, and real-time virus scanning of all data. Superion provides encrypted (Certified SSL) data transfer for all web functions.

Superion operates its own data servers and does not store any Santa Clara data in subcontracted, public "clouds" where security policies are established by third-parties, data access is not properly restricted, and databases are co-mingled with other non-public safety customers.

Extensive Adjudication and Hearing Support: Our service offering contains a fully integrated hearing and appeal system that allows the adjudication of any action for any account. Superion also generates various reports that document and support all billing, noticing, and status change decisions.

Proven Collection Techniques: With half a million false alarm charges processed annually, Superion has extensive experience in violations processing and collections. Our solution includes a variety of techniques to help Santa Clara collect fines including multiple and varied noticing, and other targeted collection techniques

Comprehensive Public Awareness Campaign: We will work with Santa Clara to design and implement a comprehensive public information campaign to ensure the highest degree of compliance and public support.

Document Control and Mail Verification Software (DCMVS): Superion uses the latest Document Control and Mail Verification Software to interface with the United States Postal Service to ensure compliance with the USPS CASS/PAVE and NCOA requirements. The process identifies, verifies, and corrects bad addresses to maximize deliverability and reduce returned mail while also confirming addressee mailing location and reporting any moves within the last six years. DCMVS also automates document integrity, processing, and security. Utilizing DCMVS creates faster turnaround of invoices, correspondence, and registrations, while assisting in locating people for collections.

24/7 Dispatch and Mobile Officer Inquiry of Alarm Site Information: Superion offers a unique capability for dispatch operators and mobile officers to query the alarm database 24/7 via proprietary computer and smart phone applications (apps). Returned information can include alarm status, e.g. suspended response; alarm system contacts (names and phone numbers); false alarm history; and site condition information, e.g. senior in building, hazardous materials or guns stored on premises. This information access promotes better officer and public safety.

Furnish and maintain all supplies: Superion provides all computer hardware, furniture, equipment, and software necessary to install and operate the system at our processing facilities. Primary false alarm processing will be performed at our fully equipped and staffed Superion facilities currently located in Lake Mary, FL. This facility is currently used to administer alarm programs in cities and counties coast to coast. Superion will also provide all necessary forms, supplies, postage, and mailing materials to administer the alarm program at Superion facilities.

Future City Option to operate alarm program internally: Because we are the only alarm services company that has installed our technology, Superion, for internal use, we are able to offer Santa Clara the option to bring the false alarm program in house in the future, if desired. We believe this option provides Santa Clara maximum flexibility to change their approach to false alarm management without the likelihood of wasting their initial investment in creating an alarm database. More than 200 cities and counties currently operate Superion in-house to manage their false alarm programs. We have several clients who have operated the CryWolf system both in-house and as an outsource operation, proving that this flexibility is worth significant consideration.

o **Implementation Plan**

The following sections provide an overview of the Implementation Plan proposed for the Santa Clara False Alarm Management Services project. The services will be provided directly and managed by Superion. Superion assumes full responsibility for all deliverables that it proposes to provide and will be the single point of contact for Santa Clara. Central Square Technologies is only responsible for providing the products and services described in this section.

An experienced alarm services team under the direction of our proposed Project Manager will install, configure and maintain the False Alarm Management Services program in accordance with Santa Clara's requirements and Santa Clara's Alarm Ordinance.

The major tasks of our proposed implementation plan are as follows:

- **Contract and Project Plan**
  - Complete contract paperwork
  - Finalize project startup plan and schedule
- **Establish Initial Alarm Database**
  - Contact alarm companies and obtain their alarm customer location data
  - Obtain alarm location data from citizens via the Alarm Program Website
- **Establish Alarm Program Website**
  - Santa Clara/Superion review alarm program website template
  - Superion develops draft website information, e.g. ordinance, appeal guidelines, tips to reduce false alarms, frequently asked questions (FAQ), online alarm school
  - Superion integrates and tests online payment processing
  - Santa Clara reviews and approves final program website and links site to main Santa Clara website
  - Superion tests and implements final program website

- **Establish the Program Payment Processes**
  - Superion establishes bank lockbox and alarm program bank account
  - Superion engages online payment processor
  - Santa Clara/Superion establish delinquent collection process
  - Santa Clara/Superion establish walk-in payment process, if required, and controls
  - Santa Clara/Superion establish business rules e.g. reconciliation procedures, acceptable check payee information, returned checks, excess payments, etc.
  - Santa Clara/Superion establish appeal process and acceptable waiver rationale
  - Santa Clara/Superion establish payment reconciliation and revenue share schedule.
- **Configure CAD Interfaces**
  - Santa Clara/Superion review interface methodologies
  - Santa Clara/Superion implement alarm incident data transfer process (Hexagon CAD)
  - Santa Clara/Superion test interfaces
  - Crossover to live CAD data transfer
- **Establish Administrative Processes**
  - Superion completes program staffing, as necessary
  - Santa Clara/Superion review ordinance provisions and interpretations

- o Superion develops program operating procedures and telephone scripts
- o Superion prepares draft program correspondence, forms and invoice formats
- o Santa Clara edits and approves correspondence, forms and invoice formats
- o Santa Clara/Superion develop public relations plan, e.g. press releases, public service announcements, etc.
- o Santa Clara/Superion reviews and approves geo- (address) validation process
- o Santa Clara/Superion tests and implements geo-validation process

- **Test and Crossover to Live Operation**
  - o Santa Clara/Superion conduct end-to-end program test
  - o Crossover to Superion program administration

- **Live Operation**
  - o Add/update registration
  - o Process daily false alarm activations
  - o Generate and transmit required alarm notices and invoices
  - o Begin payment processing and management reporting

o **System Test Plan**

Superion will perform testing as follows:

- Process alarm information from a file extracted from Santa Clara's CAD system. Superion will work with Santa Clara to tailor CryWolf's alarm data interface to accept the false alarm files provided by Santa Clara. Santa Clara will provide the false alarm data utilizing the Hexagon CAD "CryWolf View" or in formats prescribed by Superion in Appendix A.

Superion will also perform additional tests to ensure full system requirements are met including;

- Create required letter formats
- Enter all required location types
- Enter alarm count, letter selection and charge matrix
- Enter initial test alarm call information
- Generate test letters and invoices
- Review program progress and results with the Santa Clara Alarm Program Administrator

EXHIBIT B
SCHEDULE OF FEES

Pricing

For the provision of all services and technology outlined in this Agreement, Superion proposes to obtain payment exclusively from the collected revenues Superion helps generate. There will be no upfront systems development, licensing, conversion, equipment, travel or other costs. Superion will purchase, configure, install, and customize everything Superion needs to provide the False Alarm Management Services described herein.

The parties agree to a fixed revenue share percentage of 24% CryWolf and 76% for Santa Clara. Only bank fees, citizen overpayments (if any), credit card fees (if any), and mailing costs (postage, paper and envelopes) at U.S. Post Office first class rate, and certified mail costs (if applicable) will be withheld (paid) from gross collections before revenue sharing percentages are applied.

No separate bill is sent to Santa Clara for any additional items including postage, paper and envelopes.

Santa Clara will extract a data file from the Hexagon CAD system, of Santa Clara's current false alarm data to files that can be read by the CryWolf® software by acquiring the Hexagon CAD "CryWolf View" or utilizing the CryWolf prescribed formats. Any cost required by Hexagon for the purchase, license, implementation or support of this Hexagon CAD "CryWolf View" is Santa Clara's responsibility and is not included in this Agreement. Any cost required by the Hexagon CAD Vendor for the purchase, license, implementation or support of this Hexagon CAD interface software will be the responsibility of Santa Clara and is not included in this Agreement.

Hexagon Bi-directional Santa Clara will implement the ability to accept CryWolf Permit data of alarm status and permit information e.g. alarm company, alarm subscriber and officer safety information into CAD from CryWolf. This would require Santa Clara to acquire from Hexagon the "I/Alarms Bulk Loader". Any cost required by the Hexagon CAD Vendor for the purchase, license, implementation or support of this Hexagon CAD interface software will be the responsibility of Santa Clara and is not included in this Agreement.

Superion will prepare the CryWolf® permit data export function to produce daily files of alarm status and permit information, e.g. alarm company, alarm subscriber and contact data, which will be imported into Santa Clara's Hexagon CAD utilizing the I/Alarms Bulk Loader.

Revenue Share Assumptions

The percentages outlined above are based on the fee/fine schedules of the City of Santa Clara. If Santa Clara chooses to change the fee/fine structure or its ordinance, Superion will review such changes and, if required, reevaluate the revenue share. The parties shall negotiate in good faith regarding any requested alteration to the

percentages set forth above resulting from a change to the City's fee/fine schedule and/or its false alarm ordinance.

- Historical Data Conversion: Santa Clara does not anticipate data conversion.

Mechanism for Revenue Collection and Transfer

- All alarm fee and fine collections mailed to the Alarm Program will be directed to either a commercial bank lockbox or to Santa Clara to be deposited in a dedicated false alarm bank account ("Alarm Account") to be established at a Santa Clara approved commercial bank. Online and any walk-in payments will also be directed to the central Alarm Account.
- At the beginning of each month, Superion will reconcile all amounts deposited in the Alarm Account during the previous month and provide Santa Clara with an invoice showing the fee calculation and supporting bank reconciliation, including subtractions for the expense items set forth above.
- Once the invoice is approved by Santa Clara, the bank would be authorized to issue transfers, e.g. ACH transfers, to Santa Clara and to Superion for the proposed revenue share amounts.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These General and Auto Liability policies shall be primary insurance as to the City of Santa Clara so that any other General and Auto Liability coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A.   COMMERCIAL GENERAL LIABILITY INSURANCE

    1.   Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

        $1,000,000 Each Occurrence
        $2,000,000 General Aggregate
        $2,000,000 Products/Completed Operations Aggregate
        $1,000,000 Personal Injury

    2.   Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

    3.   The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

        a.   Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

        b.   There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

        c.   Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B.   BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of one million dollars ($1,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C.   WORKERS' COMPENSATION

1.   Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2.   The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3.   This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D.   PROFESSIONAL LIABILITY

Professional Liability or Technology Errors and Omissions Insurance as appropriate shall be written on a policy form coverage designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars ($1,000,000) per claim or two million dollars ($2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E.   COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1.   Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby included as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2.   Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3.   Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F.   ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1.   Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2.   Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of

complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara [Police Department]
P.O. Box 100085 – S2   or   1 Ebix Way
Duluth, GA 30096   John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D
SYSTEM REQUIREMENTS

SUPERION will provide hosting at a SSAE-18 Tier III or higher facility as defined by the Uptime Institute, Inc. Per the hosting datacenter's disclosure policies, SUPERION will provide, where allowable, a copy of the datacenter's annual SSAE-18 Type 2 audit report. SUPERION will provide a backup hosting site with equivalent status for disaster recovery should a major catastrophic outage occur.

The hosting facility will be constructed and configured to ensure reasonable and adequate
protection of the equipment in the event of a natural event considered possible for the physical
location, including but not limited to earthquake, flood, hurricane, tornado, etc.

Data Location:
The service provider shall provide its services to the Customer and its end users solely from data centers in the U.S. Storage of Customer data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store Customer data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access Customer data remotely only as required to
provide technical support.

The hosting facility must have enough power to support the equipment platform as configured; this includes provisions for back-up power supplies. The facility will include:
- Dual power availability to each rack unit from independent Power Distribution Units (PDUs) removes PDU loss as a single point of failure
- N+1 redundancy of uninterruptible power supplies
- Redundant fuel-based generator power supplies, in the event of a power failure from
- commercial power.

The hosting facility will have reasonable and adequate heating and cooling to insure continuous
operation of equipment within acceptable operational limits. The hosting facility shall include
but not be limited to the following features:
- N+1 redundancy of cooling towers, water pumps and chillers
- Multiple air handling units providing an additional level of redundancy
- Cooling units maintain consistent environment temperature and relative humidity levels
- Rack cabinet fans to circulate warm air generated by the servers.

The hosting facility will have physical security to control unauthorized access to the equipment, including but not limited to:

- 24/7 on-site security guard
- Indoor and outdoor security monitoring
- Badge/picture ID access screening
- Escort requirements for access to raised floor areas
- Logged entries for all users entering or leaving the premises

The hosting facility will have data line capacity to ensure responsive access to the proposed
data system by SUPERION employees, jurisdictions and customers.

The hosting facility will provide secure encrypted transmission of personal data to include, but
not limited to, personal name and address. Secure Socket Layer (SSL) encryption will be utilized to meet this requirement.

SUPERION will be responsible for the data communication infrastructure that connects the data servers to the communication network (switches, etc.)

SUPERION will maintain any service agreements for the equipment and operating systems and maintain the equipment in optimal working order.

SUPERION shall perform daily backups of the data. The images that constitute the functional system will have snapshots taken weekly and stored to the fully redundant storage system. SUPERION's backup strategies and fully redundant Data Recovery (DR) site ensure that a complete system rebuild of data will not be necessary. SUPERION will use commercially reasonable efforts to replicate all relevant agency data "in near real-time" to a geographically separate location where they can stand up the SUPERION application stack and restore service

Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of
Term"), SUPERION shall provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. SUPERION will comply in a timely manner with such request, if Customer pays any and all unpaid amounts due to SUPERION.

SUPERION will meet measurable standards for expected and reasonable system availability (uptime) as established elsewhere in this Hosting Attachment. The system must generally be available seven days a week, twenty-four hours per day. Scheduled down time is acceptable. Unscheduled maintenance between 6:00 am and 5:00 pm Pacific time must be to resolve production emergencies only, limited to no more than One Hundred and Twenty (120) minutes and occur no more than one time per month. In no event will any proposed standard be less than a commercially reasonable standard.

Any SUPERION security patches for "Very High" and "High" severity level security risks will be available and patched within thirty (30) days of patch availability.

SUPERION defines a Very High severity level where the offending line or lines of code is a very serious weakness and is an easy target for an attacker. SUPERION defines High severity level where the offending line or lines of code have significant weakness.

Management, Support and Maintenance of Hardware
1. SUPERION will provide, manage and maintain operating systems on all System environment hardware. This will involve application of any necessary patches or updates and upgrades as necessary. SUPERION will provide system redundancy.
2. SUPERION will provide, manage and maintain, for the System, the physical or virtual resources. This will involve any physical fix as needed, updates or refreshes as necessary.

Operating System Management
1. SUPERION shall provide proper functionality of hosting software on servers. Support is provided for operating systems and related software products. Included are all ongoing processes to maintain supplier-supported operating platforms including preventive software maintenance services.
2. SUPERION will perform the following:
   - Install and maintain system-level software, such as operating system and other system-level products software requiring user access
   - Monitor system software status and take necessary action to resolve any issues
   - Perform operation system software tuning as required to maintain daily operations for SUPERION-provided services
   - Install preventive maintenance patches deemed critical by the vendor to support system software products to prevent known problems from impacting the operating environment
   - Install patches per vendor instructions for security exposures deemed critical by the vendor
   - Participate in the identification of connectivity and associated network problems
   - Plan and implement necessary changes for the System
   - Document and track all configuration management changes using the site change management process
   - Provide problem escalation and interact as necessary with third-party Suppliers

SUPERION shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software on behalf of customer and to provide the necessary development, test, production, and training environments.