



Statement of Work

for

RapidDeploy

Seminole County E911 Administration

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Introduction

This Statement of Work (“SOW”) is attached to the Addendum and made a part thereof upon execution. The Parties to this Statement of Work (“SOW”) are **AT&T Enterprises, LLC** (“AT&T”) and **Seminole County E911 Administration** (“Customer”). Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW. Change Control will be processed by the Parties pursuant to Change Control Process described in this SOW.

The purpose of this SOW is to describe the cloud-based Software-as-a-Service (SaaS) to be delivered to client regarding the replacement/installation of their 9-1-1 Tactical Mapping, 9-1-1 Analytics, GIS Data Hosting system and the characteristics of the associated services at a summary level.

All products within RapidDeploy’s SaaS public safety platform will be delivered leveraging Microsoft’s Azure Government cloud and will be provisioned within RapidDeploy’s Azure Government Tenant.

Scope Summary

Client Legal Entity Name:	Seminole County E911 Administration
Client Address:	150 Eslinger Way Sanford, Florida 32773
Number of PSAPs:	Primary: 2 Secondary: 0
Product Requested:	NG911 Bundle
RapidDeploy Quote #	Quote # 31920815
Number of Total Call-Taker Positions	Primary: 50 Secondary: 0
Contract Term:	5 years
Name of Existing CHE/CPE Software Platform and Version #:	Intrado Viper v7
CHE/CPE Maintenance Provider	AT&T
Number of EDG Device Installation Locations:	4
Number of 9-1-1 Calls per Year	

Place of Performance and Language

The services for the Project will be provided primarily remotely. However, it is understood that on-site visits may be periodically required. Training sessions and method of delivery will be specified in the Radius Scope of Services.

All deliverables and system configuration will be completed in US English.

Project Background

The Client seeks a cloud-based tactical mapping platform to facilitate timely dispatching of Fire/EMS/Police/Sheriff to emergency incidents through the usage of the Radius integration with call-taking systems and other external data sources.

Sample CAD ANI/ALI spill and Admin call data provided and validated?	NO
CDR (Call Detail Report) / i3 Logger data samples provided and validated?	NO
ANI/ALI and CDR / i3 Logger Data provided via Serial ports or IP?	
CHE Refresh Cycle Date (if applicable):	N/A
Is the call handling solution on-premise/standalone or hosted?	On-Premise
GIS Hosting Option	Third-Party – Datamark (included)
Primary/Secondary Map:	Secondary
Primary Internet Connection [LAN/Satellite/etc.]:	ATT
EDG Internet Connection [LAN/Satellite/etc.]:	Click or tap here to enter text.
Redundant Internet Connections [LAN/Satellite/etc.]:	Click or tap here to enter text.

Project Fees and Fee Schedule

Payment Terms shall be governed by the Master Agreement. Any changes in scope, timelines, or pricing will be addressed via the Change Order Process as described in the Master Agreement. All future subscriptions and costs following initial SaaS Availability will be governed by the Master Agreement terms and conditions.

Implementation Fees

Milestone payments for Implementation Fees for this Project will be due upon completion of Project Milestones in accordance with the schedule in **Exhibit D – Quote**.

SaaS Terms

Annual SaaS subscription fees as defined in **Exhibit D – Quote** shall be payable upon completion of the section 6 **SaaS Availability Acceptance Criteria**.

RapidDeploy shall present SaaS Acceptance Form to Client for signature upon completion of the SaaS Availability Milestone. Subsequent annual subscriptions shall be subject to the terms and conditions of the Master Agreement.

SaaS Product Offering

RapidDeploy products are offered as a Software as a Service (SaaS) which is always up to date and will grow and expand with the needs of the customer, providing a platform to deliver continuous improvements as new data, technology, and services become available to 9-1-1 networks and PSAPs.

- Hosted in the Microsoft Azure Cloud (Government Azure Cloud for US Government Agencies), the RapidDeploy platform is secure, redundant, resilient, and scalable for dynamic workloads.
- Every RapidDeploy customer is maintained on the same code base. As new features and functions are implemented, every customer will receive those upgrades as a part of their monthly SaaS subscription.
- System upgrades and new features and capabilities are also rolled out in real time without any loss of service.

Software as a Service Licensing

RapidDeploy offers cloud native Software as a Service (SaaS) products which are licensed based on the number of authorized seats. The Annual SaaS Subscription fee is calculated based on the number of licenses at the monthly license price for 12 months. Changes to the number of users or licenses required by the end customer will be reviewed on an annual basis and adjustments to the number of licenses or users will be made, if required.

RapidDeploy offers GIS Hosting Services through our subcontractor Datamark as defined in in 7.5 and 7.6 and their SaaS products and services are incorporated into the SaaS milestone stated here.

SaaS Subscription Fees

The annual subscription for RapidDeploy software and services are due upon completion of the SaaS Milestone, as defined below, and execution of the SaaS Acceptance Form. RapidDeploy charges our SaaS subscription on an annual basis in advance. The subscription cost is due annually on the anniversary date from the date the SaaS was initially made available to the customer (SaaS Availability Milestone date).

SaaS Acceptance Criteria

RapidDeploy standard SaaS Availability Milestone criteria are listed below and when completed represent the achievement of the milestone. These standard milestones are made a part of the agreement unless alternative milestone criteria is detailed in Exhibit D Quote.

The completion of delivery tasks, availability of features, capabilities, or services as detailed in the below milestone summary or milestone summary provided as part of Exhibit D represent acceptance and agreement.

Milestone Title	Acceptance Criteria	Charges / Fees
SaaS Availability	Project Kickoff meeting conducted Draft Project plan created and shared for review Radius tenant(s) created and standard configurations applied (including RapidLocate, RapidVideo, and SMS Provider for Radius, as applicable)	Annual SaaS Subscription Fee

Project Activities

The project activities are defined in the Scope of Service, including the order of activities, duration, and task owner.

A Work Breakdown Structure (“WBS”) will be developed and agreed with the client which outlines the activities that will occur over the course of the project. While these are outlined in sequential order in the WBS, many of these activities will occur in parallel and/or overlap to some degree during the project. The specifics of activity timelines and durations will be defined in detail in the Project Plan (Schedule), which will be developed and finalized during the Project Initiation phase.

Requirements Validation shall be a collaborative effort between RapidDeploy and Client and will commence as soon as practical following receipt of fully executed Master Agreement and Purchase Order.

NG9-1-1 Bundle

NG9-1-1 Bundle includes and is defined as the following product specifications and services each listed in PRODUCT SPECIFICATIONS AND SCOPE OF SERVICES section of this SOW and made a part of this agreement.

- Radius Product Specifications
- Radius Scope of Services
- Eclipse Analytics Specifications
- Eclipse Analytics Scope of Services
- GIS Hosting Specifications
 - DATAMARK VEP Aggregator
 - DATAMARK VEP Validator
 - DATAMARK GIS Data Hosting
 - DATAMARK Automated Upload to VEP
 - Boundary Assessment Facilitation Services
- GIS Hosting Scope of Services
 - DATAMARK Service Level and Maintenance Agreement
- Data Processing Addendum
- Service Level Agreement

PRODUCT SPECIFICATIONS AND SCOPE OF SERVICES

Radius Emergency GIS Mapping Services Product Specifications

States, counties, and cities developing advanced cloud GIS services have a need to deliver location data securely and reliably to PSAPs for emergency calls alongside supplemental data call data and situational awareness data, available now and in the future.

When seconds count, Emergency Services need a single pane of glass to fuse all available integrated to the 9-1-1 Call Processing Equipment providing a full view of the emergency and the risk to first responders to route the right resources quickly and efficiently.

Radius 9-1-1 Call Taking Map

Integrated with 9-1-1 Call Processing Equipment Radius connects directly with the Cloud Hosted GIS Services ensuring the most current and accurate data is used to determine the location of callers. Radius provides a statewide platform to deliver authoritative GIS data, commercially available GIS data, and supplemental call-taking data and supports legacy 9-1-1 networks, ESInet core services, and compatibility with advanced ESInet capabilities such as PDIF LO ingestion and plotting the event on the map seamlessly.

Radius Call-Taking Experience

Radius provides a seamless experience for call takers by automatically indexing the map to the location of the 9-1-1 call being answered to display the location of the caller, available supplemental data and situational awareness data quickly and automatically. When seconds matter Radius seamlessly fuses together all available information and modern communication tools in a single pane of glass.

Situational Awareness Data

- **Live traffic** integration, Waze Data, Waze Alerts
- **Satellite Imagery** from both commercial data partners such as Google, Esri, and Microsoft as well as authoritative aerial imagery via Esri integration.

- **Indoor floor plans** can be displayed automatically with caller location plotted directly on the map in either Esri GIS or Geo Tiff file formats for improved situation awareness.
- **CCTV Video feeds** are easily displayed by Esri interface that shows the location and one click streaming directly on the map in relation to 9-1-1 calls.
- **Esri native integration** tools enable agencies to quickly and easily integrate public and private Esri content such as trail maps, critical infrastructure locations, and resource status.

Advanced Mapping Tools

- **Forward/Reverse Geocoders** – unlimited number of geocoders can be configured and ranked enabling the use of both authoritative and commercial geocoders simultaneously.
- **Map Discrepancy Reporting** – users can quickly and easily flag map discrepancies which automatically route to GIS managers for review and validation.
- **Temporary Map Markups** – Users can identify and annotate areas and regions within the map specifying the time the temporary map markups should be visible to all users in the agency. This enables agencies to quickly communicate large-scale emergency events, public events such as parades, or disasters such as wildfires, and floods.

Supplemental Caller Location Data

- **Supplemental Mobile Device Location** Integration, allowing call-takers and Dispatchers to see supplemental location information from Apple EED and Google ELS including caller in motion.
- **Integration with ANI/ALI** via patented Emergency Data Gateway Device to capture and transmit CAD Spill data securely to the cloud.
- **Abandoned mobile call visibility** - Mobile Caller location is displayed on the map and signals queue even when the voice call is not connected.
- **Visualize misrouted calls** – Radius state-wide deployments enable each PSAP to see the location of mobile callers on the map and identify if that caller has been routed to an adjacent PSAP to see which PSAP answered the call.

Modern Communication Tools

- **RapidLocate** feature allows the call taker to send an SMS to a smartphone via Radius and return that phone's exact latitude and longitude (mobile phone data connection required).

- **RapidVideo** feature allows the call taker to send an SMS to a smartphone via Radius and turn the phone into a live recorded video stream that plays back to the Dispatcher, as well as returning the exact latitude and longitude.
- **Two-Way SMS Texting** with native translation services built-in, allowing call-takers and dispatchers to communicate directly with callers outside of traditional text-to-9-1-1. Preconfigured messages can be configured by the agency.

Vehicle Crash Telematics Data

- Correlated with ANI/ALI and Mobile Location Caller Data, Vehicle Telematics data is displayed as additional data which provides detailed location, vehicle propulsion data, condition, number of passengers, and, when available, calculated Injury Severity Prediction.

School Emergency Data

- Radius provides an advanced, fully integrated, school and public building emergency workflow that allows agencies to connect and automatically correlate, authoritative GIS, caller location, Panic Button Data, Indoor Floor Plans, and mass communication tools.
- Audible alerts and display are configurable enabling agencies the flexibility to configure emergency data per their SOPs.
- Radius integration to PSAP CPE ensures that Panic Button Callers are immediately identifiable, and their location is plotted on indoor floor plan data when available saving valuable seconds in those most critical calls.
- Radius Modern Communication tools include the ability to text from 9-1-1 with translation and initiate streaming video services to see what the caller sees providing critical situational awareness.

Esri Native, Public Safety Grade, Secure platform to ingest and correlate an agency's authoritative GIS data with commercially available Esri GIS Services and Supplemental Data to provide a comprehensive situational awareness for every 9-1-1 call.

- Ability to integrate and natively display more than 20 base maps and feature layers, including ESRI, Google, Waze, TomTom, Azure Location Services, Bing, OpenStreetMap, and others.
- Deep ESRI integration with the ability to utilize agency REST service base maps and feature layer metadata natively within Radius.
- Esri Data can be deployed state-wide or by individual agencies ensuring the most relevant and critical data is available for the specific needs of the individual agency.

- In the event of a PSAP evacuation or outage, call takers can log into the Radius platform from any accessible internet-accessible computer and access data specific to their county and region.

The Power of the Cloud

- **Redundancy** – Supplemental mobile caller location (ELS & EED) data is delivered outside of the 911 network and correlated with 911 call data when received at the CPE. In the event of a 911 network failure, Mobile 9-1-1 callers will remain visible on the map and in the signals queue, enabling PSAPs to initiate contact with 9-1-1 callers even when their voice call is not routed to the PSAP.
- **Resiliency** – In the event of a PSAP evacuation or outage, call takers can log into the Radius platform from any accessible internet-accessible computer and access data specific to their county and region.

Radius Scope of Services

Delivery of Radius – Required Customer Activities

The following activities are owned by the customer and RapidDeploy and must be completed as part of the initial requirements validation (discovery) phase:

1. Confirm client can provide ANI/ALI Spill outputs via configured Serial ports from the Call-Handling system or via IP if approved by RapidDeploy.
 - a. Once the connection is established between Client's call-handling system, the RapidDeploy implementation team will apply an initial parsing profile and will monitor parsing accuracy for up to 5 business days. If anomalies are discovered, RapidDeploy will adjust the parsing profile as needed to address them and may, in some cases, engage the Client to investigate further to determine the adjustments that are needed. This DOES NOT constitute a dependency for Client SaaS Acceptance (per Section 5.2) and is considered normal course of deployment activities.
 - b. In cases where Client has an integrated Text-to-911 solution in place and Text-to-911 calls are ingestible by the EDG device from the Client's call-handling system, additional custom parsing logic may be required. To properly ingest and plot Text-to-911 calls in Radius, the following data elements must be present in the ALI spill: Date/Time, Class of Service, Lat/Long, and Agent Position ID/#. RapidDeploy will work with the Client to confirm if this is the case and will collaborate with the customer and any third-party providers (e.g., CPE maintenance vendor) to determine what, if any, parsing logic adjustments are required. As this is considered non-standard for RapidDeploy implementations, this DOES NOT constitute a dependency for Client SaaS Acceptance.
2. Confirm Client approach to running RD Product on the floor (workstation access, internet, browser).
 - a. Radius is a powerful primary 9-1-1 call taking mapping application accessed by end users at the PSAP workstation on any chromium-based browser accessing the Azure Government Cloud. Chromium browsers can reside on a dedicated PC, CAD PC, CPE/CHE PC or Admin PC. While not a requirement, to provide an optimal user experience, Radius is best used on a dedicated monitor on the same computer as the call-taking application, which enables the user to easily copy and paste supplemental call data directly into call-taking and/or CAD systems and ensures every element of supplemental data is simultaneously displayed while the 911 call is being answered and handled.
3. Complete EDG Request for Information (RFI) form for all in-scope PSAPs, review and confirm ability to meet URL Whitelisting requirements (for web application operations) and IP Whitelisting and network connectivity requirements (for EDG installs)

4. Review and confirm ability to meet Hardware and Network specifications to support operations of RD products within Client environment.
5. Review and confirm technical approach for GIS data/service creation and management and ability to publish and host desired GIS services as ESRI REST services, (including determining if 3rd party is required) per RapidDeploy GIS Data Requirements.
6. Planned Client Upgrades – Document Client’s planned upgrades to CHE/CPE equipment with vendors, versions, and timelines which may impact overall Project timelines.

Following the completion of the Requirements Validation Phase, RapidDeploy and Client will mutually agree on a Project Plan (Schedule), a Formal Project Kickoff Date, any updates to this Statement of Work, and Estimated Onboarding Completion Date. Should discrepancies be discovered after Requirements Validation is completed during the course of the implementation effort, RapidDeploy reserves the right to adjust the Project Plan (Schedule) to accommodate any impacts that result from such discrepancies or new information that is discovered.

Customer acknowledges receipt of the following requirements documents and confirms adherence to the requirements outlined therein:

1. RapidDeploy Radius Hardware Requirements
2. RapidDeploy Radius Network & URL Whitelisting Requirements
3. RapidDeploy EDG Interface Requirements
4. RapidDeploy Radius GIS Data Requirements

Integration to Call Handling / Call Processing Equipment

Radius utilizes RapidDeploy’s Emergency Data Gateway (EDG) device which directly connects to a PSAP’s on-premise or hosted Call Handling Equipment, enabling RapidDeploy products to retrieve the network location of 911 calls (ALI Spill) directly from the 9-1-1 Call Handling Equipment and display them on the Radius map. The EDG device integrates with Call Handling Equipment in one of two ways:

1. CAD spill port using a serial cable connection
2. IP-based network ingestion via ENTRA solution or TCP listener

It is mutually understood that the following services will be provided by the customer, prime contractor, or third party and are out of scope for RapidDeploy:

1. Installation of EDG device(s)
2. Connectivity for EDG device(s)
3. Field Service and Support for EDG device(s)

CHE Changes

RapidDeploy will integrate with the customer's existing Call Processing Equipment (CPE). RapidDeploy requires 1 month advance notice of any CPE changes, such as a migration to a new vendor, migration to a new version, and changes to ALI spill format. Failure to provide notice may result in temporary unavailability of the product for use.

Training

RapidDeploy's best-practice is to tailor the training program using RapidDeploy provided training and learning resources, with end-user training being driven by our clients.

Training activities for the Project are defined as follows:

1. Training Approach and Plan

At the appropriate time during the project, RapidDeploy will conduct a Training Kick-off with the Client to define scope of training needs, led by the Client's assigned Customer Success Manager (CSM). This will include defining the delivery method(s), target audiences, and any additional relevant information to promote successful training of Client stakeholders and end users. The agreed-upon approach for Training will be documented and shared with Client stakeholders via email.

Unless otherwise specified, all training will be provided via the RapidDeploy Academy online Learning Management System (LMS), an on-demand training portal available 24/7/365. Should in-person training, live webinar training sessions, and/or a significant number of "Office Hours" sessions be requested by the Client, the RapidDeploy team will work with the Client to agree on an approach, which will be documented and reviewed. There may be an additional charge required if in-person and/or live webinar training sessions are desired by the Client.

2. Radius System Administrators Training

System Administrators will be given access to Radius System Admin training modules in the RapidDeploy Academy. The primary audience for these training modules is PSAP training staff and/or supervisors who will then be able to enroll and direct the attendance of PSAP end users.

3. Radius End-User Training

Radius End-User training modules are tailored to front line PSAP personnel and administered at a self-directed pace while seated at a console. System Administrators/Supervisors will be responsible for monitoring completion of the

RapidDeploy Academy curriculum by the end users. Once complete, end users will receive a certificate.

4. “Office Hours” Live Training Sessions

If requested and agreed, RapidDeploy will schedule and conduct a live, instructor-led webinar session to answer questions and provide in-depth review of specific application functionality, as requested by the Client. The RapidDeploy Customer Success Manager will work with Client to determine the quantity and timing of this session(s) based on need and availability of RapidDeploy staff.

In-depth training videos and training guides will also be made available to all PSAP end users via the Help Center, which can be accessed directly from the Support Portal within the RapidDeploy Radius application.

SaaS Operation - Customer Success

Customer Success (CS)

RapidDeploy’s Customer Success (CS) team works with all customers post-onboarding to drive on-going satisfaction and promote objective attainment across involved stakeholders. Our CS team’s goal is to help every customer get the most from our products and services. As organizations grow, adjust policies and procedures and as products are updated, CS works with customers to support on-going training activities via the RapidDeploy Academy and other channels, define and improve workflows using our products, and answer questions to drive alignment and overall success.

Feature and Enhancement Requests

Customers are our greatest source of inspiration. New feature and functionality requests are fielded by the assigned Customer Success Manager (CSM) and can also be submitted via the online help center or by emailing the RapidDeploy Support team. Requests are evaluated, prioritized, and planned with the help of our Customer Advisory Board (CAB), which is comprised of both customers and industry leaders.

Product enhancements include updates to workflows, reporting, administration, integrations, display, or user interface improvements. As a SaaS product, enhancements are included and made available to existing customers at no additional cost. New modules or additional product functionality may be developed, and these new modules may have an additional cost, new functionality are generally considered new functionality or capabilities that expand the use of the product, the types of users or the role of the users.

Vulnerability Risk Assessments

RapidDeploy completes external vulnerability and risk assessments with both third-party organization and automated security and vulnerability services. Vulnerabilities are categorized by severity and risk and added as planned software updates or critical software patches.

Platform Upgrades, New Releases

Through our SaaS delivery model, we maintain a single and unified codebase for all our customers with new features and capabilities feature flagged for activation upon user acceptance. Upgrades and new features are deployed on a scheduled and ongoing basis, in collaboration with Client and local stakeholders. If a new feature is not desired for Client or any of the PSAPs, the flag for the feature can be set to disable rather than executing a roll back of code. Each formal release is based on versioned components—each of which are rolled individually back if deemed necessary.

Critical Software Patch Release Process (HOT FIX)

RapidDeploy at its discretion may choose to complete a critical software patch or update outside of the normal release schedule when a vulnerability or software error presents a significant risk to customer operations.

Terms of Use

Use of the Services

Client may use the Services only: (i) during the Subscription Term; (ii) for Client's internal business purposes; and (iii) in accordance with this Agreement and the Documentation. Client shall notify RapidDeploy of each billing metric added for purposes of using the Services. Client may only use the Product(s) it selects, and any further and future products, services, features, or functionalities may be requested from RapidDeploy and additional fees and charges may apply. On or after the Effective Date (as referenced in the relevant Order Form), RapidDeploy shall create an Account for Client to access the Services and shall provide Login Credentials to Client for that Account. To use the Services, Client must register and set up an authorized Account with Login Credentials. Client is responsible for any use of the Services that occurs under its Login Credentials, and Client is responsible for its Users' compliance with this Agreement. If Client becomes aware of any User's violation of this Agreement, Client shall promptly terminate that User's access and use of the Services.

Restrictions

To the extent expressly permitted in this Agreement or required by law, Client shall not, directly or indirectly, or permit any third party to: (i) republish or redistribute any content or material (including any output generated by Client) from the Services; (ii) make any alteration or modification to or translation of the Services; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, process flows, technical structure/architecture or other trade secrets of the Services; (iv) resell, distribute or sublicense the Services; (v) develop a product or service similar to or competitive with the Services having any functional attributes, visual expressions, or other features similar to those of the Services; (vi) introduce or upload to the Services any Prohibited Content; or (vii) use the Services (a) in a way prohibited by law, regulation, or governmental order or decree, (b) to violate any rights of others, (c) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Services or any other service, device, data, account, or network, (d) to distribute spam or malware, (e) in a way that could harm the Services or impair anyone else's use of it, or (f) in a way intended to work around the Services' technical limitations, recurring fees calculation, or usage limits.

Ownership of the Services

RapidDeploy and its suppliers own and retain all right, title, and interest in and to the Services and any related RapidDeploy software, including all improvements, enhancements, modifications, and derivative works of them, and all Intellectual Property Rights in all of them. This includes any Analytics Data. Client's rights to use the Services are limited to those expressly granted in this Agreement. No other rights with respect to the Services, any related RapidDeploy software, or any related Intellectual Property Rights are implied.

Ownership of Content

Client and its Users retain all right, title and interest in and to any Client Content and all Intellectual Property Rights in the Client Content. Client's rights to access and use Client Content via the Services are limited to those expressly granted in this Agreement. Client hereby grants RapidDeploy a worldwide, non-exclusive, transferable, sublicensable, royalty-free, fully paid license to use the Client Content as necessary to provide the Services to Client under this Agreement and in accordance with its rights and obligations under this Agreement. Client Content will be returned to Client in a format reasonably determined by RapidDeploy upon written request following the expiration or termination of this Agreement.

Other Emergency Communications Service Provider Authorization.

Client hereby authorizes RapidDeploy to provide "other emergency communications services" pursuant to 47 U.S.C. § 615b. These services include, but are not limited to, acquiring and

transmitting Apple End-User EED Data, Google Android End-User ELS Data, and supplemental data from other sources to Client for the purpose of assisting in an emergency. Client and acknowledges and agrees that RapidDeploy is and shall be an “other emergency communications service provider” in accordance with U.S. Code Title 47., Chapter 5., Subchapter VI., 615b and shall be subject to the immunities and other protections from liability set forth in U.S. Code Title 47., Chapter 5., Subchapter VI., 615b.

Data Security and Privacy

The terms and conditions that govern the parties’ respective rights and obligations arising from and relating to data protection and data privacy are set forth in this Agreement (the “**Data Protection Addendum**”).

Support and Service Level Agreement

RapidDeploy shall provide Support in respect of the Services during the Subscription Term in accordance with Service Level Agreement as defined in this scope of work.. RapidDeploy shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week.

Third Party Content

As part of Client’s use of the Services, Client may receive access to Third Party Content or sensitive Third-Party Content that is only accessible with the use of digital certificates. Client is responsible for complying with, and causing its Users to comply with, any terms that may be presented to Client when Client accesses that Third Party Content. RapidDeploy will determine in its sole discretion whether to (i) obtain digital certificates on Client’s behalf and assign or transfer such certificates to Client, or (ii) require Client to obtain digital certificates itself. In the event RapidDeploy obtains digital certificates on behalf of Client and assigns or transfers those digital certificates to Client, Client will be responsible for complying with, and causing its Users to comply with, any terms and conditions presented by the provider of such digital certificates, and may be required to enter into a separate agreement with the provider of such digital certificates as a condition of accessing sensitive Third Party Content. Third Party Content is available “AS IS” without indemnification, support (unless otherwise specified), or warranty or condition of any kind. RapidDeploy, any provider of Third Party Content, and any provider of digital certificates necessary to access sensitive Third Party Content may suspend or terminate provision of any Third Party Content at any time, and that suspension or termination will not be deemed a material, detrimental change or a breach of this Agreement.

Third Party Interfaces

Generally, RapidDeploy does not charge our clients one-time implementation charges for platform interfaces on the presumption that these will be delivered in a standardized and configurable manner and available to all RapidDeploy Clients.

It is mutually understood that Client may need to provision separately with existing third-party providers for accessing and activating direct connection from RapidDeploy's platform to third-party paid-for services. Client will provide those credentials to RapidDeploy to connect and integrate with such services.

Eclipse Analytics Product Specifications

Eclipse Analytics is RapidDeploy's cutting edge analytics platform that ingests your phone system (Call Data Record/CDR) into the cloud and generates unique insights and reports, including predictive and prescriptive analytics. The solutions are built on Microsoft Power BI and can be deployed alongside the agency's current 9-1-1 system. Eclipse Analytics goes above and beyond the standard PSAP reporting capabilities by offering a powerful, easy-to-use data discovery platform that assists PSAPs in addressing challenges such as workforce management and staffing or the lack of quality insights into call volumes and call transfers.

The following highlights the key capabilities and differentiators with Eclipse Analytics:

- Natural Language Query – access data quicker and more efficiently
- Staffing Analytics and Planning – make data-driven staffing decisions
- Call Detail Search – review the data behind every call
- Standard Reports Suite – easy access to frequently needed information
- Automated Report Scheduling and Electronic Delivery – get the information in your inbox
- Self-Service Analytical Reports – get quick answers to questions
- Interactive and Drillable Analytics – dive deeper for more information

Increase Understanding and Awareness of PSAP Performance

- User-friendly, flexible reporting with the ability to view key PSAP metrics including Answer Time, Hold Time, Process Time, Talk Time, Answer Time Compliance to Standard, Abandoned Calls and Transfer Calls
- Visualize individual performance metrics for a call taker
- Understand different variables that affect the overall time to process an incoming call

Call Reports

- Voice and General Text report, by ESN, Trunk, PSAP, Shift, Call Taker, Position, Class of Service and Time Period
- Complete call history from beginning to end
- Data export capabilities
- Search by call taker, address, date or phone number

Natural Language Querying

- Allows the user to easily create new reports by typing in what they want to see and how they want to see it, like internet search engines
- Eliminate the need for hundreds of standard canned reports with the use of on-demand reports

Staffing Forecast

- Visualize volume trends and optimize staffing levels easily
- Model based on call volume variations, changes to answer time goals, etc.
- Forecast call compliance to meet NENA or state requirements
- Reduce telecommunicator burnout by anticipating demand

Technical Requirements

- Procurement and installation of RapidDeploy approved web browser is out of scope for RapidDeploy.
- Internet connectivity to access the Eclipse platform is out of scope for RapidDeploy.
- Customer will provide necessary workstation hardware required to run the Eclipse web application at all PSAPs.
- EDG installations will require URL Whitelisting and IP Whitelisting.
- Features and Reports might not be available to all Client or Client locations. CPE/CHE deployment types and whether RapidDeploy can reliably and consistently get data will affect the availability of any feature at one or all Client locations. In order to deliver the intended behavior for each report, the required attributes listed for each report will need to be provided by the CDR/i3 feed. Some reports, filters, and features will be unavailable in the event not all required attributes are available. For clarity, Client must have Integrated Text-to-9-1-1 provided in the CDR or i3 logging feed to leverage for features and reports. All data in Eclipse is retained for 5 years unless otherwise required by applicable law, rule, regulation, or the terms and conditions of Client's contract with RapidDeploy.

Eclipse Scope of Services

Delivery of Eclipse – Required Customer Activities

The following activities are owned by the customer and must be completed as part of the initial requirements validation (discovery) phase:

4. Confirm Customer can provide Call CDR (Call Detail Record) or i3 Event Log outputs via configured Serial ports from the Call Handling system or via IP if approved by RapidDeploy.
5. Confirm Customer approach to running RD Product on the floor (workstation access, internet, browser).
6. Complete EDG Request for Information (RFI) Form for all in- scope PSAPs, review and confirm ability to meet URL Whitelisting requirements (for web application operations) and IP Whitelisting and network connectivity requirements (for EDG installs).
7. Review and confirm ability to meet Hardware and Network specifications (incl. bandwidth requirements) to support operations of RD products within Customer environment (control room and mobile).
8. Planned Customer Upgrades (if applicable)– Document Customer’s planned upgrades to CHE/CPE equipment with vendors, versions, and timelines which may impact overall Project timelines.

Following the completion of the Requirements Validation Phase, RapidDeploy and Client will mutually agree on a Project Plan (Schedule), a Formal Project Kickoff Date, any updates to this Statement of Work, and Estimated Onboarding Completion Date. Should discrepancies be discovered after Requirements Validation is completed during the course of the implementation effort, RapidDeploy reserves the right to adjust the Project Plan (Schedule) to accommodate any impacts that result from such discrepancies or new information that is discovered.

Note: A Radius tenant will be created and configured for each in-scope PSAP as part of the project deployment. This is required to enable the capture of additional ALI data updates as part of call data ingestion. RapidDeploy will also configure Supplemental Device Location Services, using the in-scope PSAP geofence boundary. The Radius tenant will not be accessible to Client and will only be used by RapidDeploy unless a contract amendment is executed to add Radius to the subscription contract.

Customer acknowledges receipt of the following requirements documents and confirms adherence to the requirements outlined therein:

- RapidDeploy Eclipse Hardware Requirements

- RapidDeploy Eclipse Network & URL Whitelisting Requirements
- RapidDeploy EDG Interface Requirements

Integration to Call Handling / Call Processing Equipment

It is mutually understood that the following services will be provided by the customer, prime contractor, or third party and are out of scope for RapidDeploy:

- Installation of EDG device(s)
- Connectivity for EDG device(s)
- Field Service and Support for EDG device(s)

Data Retention and CHE Changes

RapidDeploy will integrate with the customer's existing Call Processing Equipment (CPE). RapidDeploy requires 2 months advance notice of any CPE changes, such as a migration to a new vendor, migration to a new version, and migration from traditional CDR to an i3 event logger. Failure to provide notice may result in lost data. Recovery of data or re-onboarding of a new CPE may require additional services to be quoted at the time of notice.

For customers who would like to extend their data retention beyond 5 years, an additional annual fee will be applied based on the overall call volume, for each year up to 10 years. Eclipse will begin aggregating data when the integration with the customer's existing CPE is complete. Uploading historical CDR data is possible to get jump-started with Eclipse, but also presents an additional onboarding effort. Upload requests will be evaluated for feasibility and a one-time fee may be applied based on the estimated effort and call volume of data being uploaded.

Training

RapidDeploy's best-practice is to tailor the training program using RapidDeploy provided training and learning resources, with end-user training being driven by our clients (i.e., "Train-the-Trainer").

Training activities for the Project are defined as follows:

Training Approach and Plan

At the appropriate time during the project, RapidDeploy will conduct a Training Kick-off with the Client to define scope of training needs, led by the Client's assigned Customer Success Manager (CSM). This will include defining the delivery method(s), target audiences, and any

additional relevant information to promote successful training of Client stakeholders and end users. The agreed-upon approach for Training will be documented and shared with Client stakeholders via email.

Unless otherwise specified, all training will be provided via the RapidDeploy Academy online Learning Management System (LMS), an on-demand training portal available 24/7/365. Should in-person training, live webinar training sessions, and/or a significant number of "Office Hours" sessions be requested by the Client, the RapidDeploy team will work with the Client to agree on an approach, which will be documented and reviewed. There may be an additional charge required if in-person and/or live webinar training sessions are desired by the Client.

System Administrators Training

System Administrators will be given access to Eclipse System Admin and Eclipse End User training modules in the RapidDeploy Academy once PSAP-specific data readiness activities have been completed. The primary audience for these training modules is PSAP training staff and/or supervisors. System Admins will then be able to enroll and direct the attendance of PSAP end users, who should be assigned the End User training module only, as appropriate.

End-User Training

End-user training modules are tailored to PSAP personnel and administered at a self-directed pace while seated at a console. System Administrators/Supervisors will be responsible for monitoring completion of the RapidDeploy Academy curriculum by the end users. Once complete, end user will receive a certificate.

Additional training videos and training guides will also be made available to all PSAP end users via the Help Center, which can be accessed directly from the Support Portal within the RapidDeploy Eclipse application.

SaaS Operation - Customer Success

Customer Success (CS)

RapidDeploy's Customer Success (CS) team works with all customers post-onboarding to drive on-going satisfaction and promote objective attainment across involved stakeholders. Our CS team's goal is to help every customer get the most from our products and services. As organizations grow, adjust policies and procedures and as products are updated, CS works with customers to support on-going training activities via the RapidDeploy Academy and other channels, define and improve workflows using our products, and answer questions to drive alignment and overall success.

Feature and Enhancement Requests

Customers are our greatest source of inspiration. New feature and functionality requests are fielded by the assigned Customer Success Manager (CSM) and can also be submitted via the online help center or by emailing the RapidDeploy Support team. Requests are evaluated, prioritized, and planned with the help of our Customer Advisory Board (CAB), which is comprised of both customers and industry leaders.

Product enhancements include updates to workflows, reporting, administration, integrations, display, or user interface improvements. As a SaaS product, enhancements are included and made available to existing customers at no additional cost. New modules or additional product functionality may be developed, and these new modules may have an additional cost, new functionality are generally considered new functionality or capabilities that expand the use of the product, the types of users or the role of the users.

Vulnerability Risk Assessments

RapidDeploy completes external vulnerability and risk assessments with both third-party organization and automated security and vulnerability services. Vulnerabilities are categorized by severity and risk and added as planned software updates or critical software patches.

Platform Upgrades, New Releases

Through our SaaS delivery model, we maintain a single and unified codebase for all our customers with new features and capabilities feature flagged for activation upon user acceptance. Upgrades and new features are deployed on a scheduled and ongoing basis, in collaboration with Client and local stakeholders. If a new feature is not desired for Client or any of the PSAPs, the flag for the feature can be set to disable rather than executing a roll back of code. Each formal release is based on versioned components—each of which are rolled individually back if deemed necessary.

Critical Software Patch Release Process (HOT FIX)

RapidDeploy at its discretion may choose to complete a critical software patch or update outside of the normal release schedule when a vulnerability or software error presents a significant risk to customer operations.

Terms of Use

Use of the Services

Client may use the Services only: (i) during the Subscription Term; (ii) for Client's internal business purposes; and (iii) in accordance with this Agreement and the Documentation. Client shall notify RapidDeploy of each billing metric added for purposes of using the Services. Client may only use the Product(s) it selects, and any further and future products, services, features, or functionalities may be requested from RapidDeploy and additional fees and charges may apply. On or after the Effective Date (as referenced in the relevant Order Form), RapidDeploy shall create an Account for Client to access the Services and shall provide Login Credentials to Client for that Account. To use the Services, Client must register and set up an authorized Account with Login Credentials. Client is responsible for any use of the Services that occurs under its Login Credentials, and Client is responsible for its Users' compliance with this Agreement. If Client becomes aware of any User's violation of this Agreement, Client shall promptly terminate that User's access and use of the Services.

Restrictions

To the extent expressly permitted in this Agreement or required by law, Client shall not, directly or indirectly, or permit any third party to: (i) republish or redistribute any content or material (including any output generated by Client) from the Services; (ii) make any alteration or modification to or translation of the Services; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, process flows, technical structure/architecture or other trade secrets of the Services; (iv) resell, distribute or sublicense the Services; (v) develop a product or service similar to or competitive with the Services having any functional attributes, visual expressions, or other features similar to those of the Services; (vi) introduce or upload to the Services any Prohibited Content; or (vii) use the Services (a) in a way prohibited by law, regulation, or governmental order or decree, (b) to violate any rights of others, (c) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Services or any other service, device, data, account, or network, (d) to distribute spam or malware, (e) in a way that could harm the Services or impair anyone else's use of it, or (f) in a way intended to work around the Services' technical limitations, recurring fees calculation, or usage limits.

Ownership of the Services

RapidDeploy and its suppliers own and retain all right, title, and interest in and to the Services and any related RapidDeploy software, including all improvements, enhancements, modifications, and derivative works of them, and all Intellectual Property Rights in all of them. This includes any Analytics Data. Client's rights to use the Services are limited to those expressly granted in this Agreement. No other rights with respect to the Services, any related RapidDeploy software, or any related Intellectual Property Rights are implied.

Ownership of Content

Client and its Users retain all right, title and interest in and to any Client Content and all Intellectual Property Rights in the Client Content. Client's rights to access and use Client Content via the Services are limited to those expressly granted in this Agreement. Client hereby grants RapidDeploy a worldwide, non-exclusive, transferable, sublicensable, royalty-free, fully paid license to use the Client Content as necessary to provide the Services to Client under this Agreement and in accordance with its rights and obligations under this Agreement. Client Content will be returned to Client in a format reasonably determined by RapidDeploy upon written request following the expiration or termination of this Agreement.

Other Emergency Communications Service Provider Authorization

Client hereby authorizes RapidDeploy to provide "other emergency communications services" pursuant to 47 U.S.C. § 615b. These services include, but are not limited to, acquiring and transmitting Apple End-User EED Data, Google Android End-User ELS Data, and supplemental data from other sources to Client for the purpose of assisting in an emergency. Client and acknowledges and agrees that RapidDeploy is and shall be an "other emergency communications service provider" in accordance with U.S. Code Title 47., Chapter 5., Subchapter VI., 615b and shall be subject to the immunities and other protections from liability set forth in U.S. Code Title 47., Chapter 5., Subchapter VI., 615b.

Data Security and Privacy

The terms and conditions that govern the parties' respective rights and obligations arising from and relating to data protection and data privacy are set forth in this Agreement (the "**Data Protection Addendum**").

Support and Service Level Agreement

RapidDeploy shall provide Support in respect of the Services during the Subscription Term in accordance with Service Level Agreement as defined in this scope of work. RapidDeploy shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week.

Third Party Content

As part of Client's use of the Services, Client may receive access to Third Party Content or sensitive Third-Party Content that is only accessible with the use of digital certificates. Client is responsible for complying with, and causing its Users to comply with, any terms that may be presented to Client when Client accesses that Third Party Content. RapidDeploy will determine

in its sole discretion whether to (i) obtain digital certificates on Client's behalf and assign or transfer such certificates to Client, or (ii) require Client to obtain digital certificates itself. In the event RapidDeploy obtains digital certificates on behalf of Client and assigns or transfers those digital certificates to Client, Client will be responsible for complying with, and causing its Users to comply with, any terms and conditions presented by the provider of such digital certificates, and may be required to enter into a separate agreement with the provider of such digital certificates as a condition of accessing sensitive Third Party Content. Third Party Content is available "AS IS" without indemnification, support (unless otherwise specified), or warranty or condition of any kind. RapidDeploy, any provider of Third Party Content, and any provider of digital certificates necessary to access sensitive Third Party Content may suspend or terminate provision of any Third Party Content at any time, and that suspension or termination will not be deemed a material, detrimental change or a breach of this Agreement.

Third Party Interfaces

Generally, RapidDeploy does not charge our clients one-time implementation charges for platform interfaces on the presumption that these will be delivered in a standardized and configurable manner and available to all RapidDeploy Clients.

It is mutually understood that Client may need to provision separately with existing third-party providers for accessing and activating direct connection from RapidDeploy's platform to third-party paid-for services. Client will provide those credentials to RapidDeploy to connect and integrate with such services.

GIS Hosting Specifications

The DATAMARK team will provide the following NG9-1-1 GIS software as a service (SaaS) solutions and professional services to Seminole County, Florida.

- DATAMARK VEP Aggregator (Florida Region 5 NG9-1-1 GIS Data Repository)
- DATAMARK VEP Validator (Local GIS Data Validation and Provisioning)
- GIS Data Hosting
- Automated Upload to VEP
- Boundary Assessment Facilitation Services

The scope of work for deploying and implementing DATAMARK's SaaS solutions and professional services is provided in Section 7.6 below.

DATAMARK VEP Aggregator

DATAMARK will provide Seminole County with SaaS solutions to aggregate its local GIS datasets into a regional NG9-1-1 GIS data repository for Florida Region 5 that follows the NENA NG9-1-1 GIS Data Model and supports NG9-1-1 functional elements. DATAMARK's NG9-1-1 GIS aggregation solutions provide Seminole County with unlimited access to download the aggregated regional NG9-1-1 GIS database along as well as local GIS datasets housed in the regional repository.

VEP Aggregator is DATAMARK's cloud-native SaaS solution for aggregating GIS datasets from local jurisdictions into a regional or statewide NG9-1-1 GIS database, validating the aggregated NG9-1-1 GIS database, and performing cross-jurisdictional validations on source datasets. VEP Aggregator is used by regional and state GIS authorities to create and validate an aggregated NG9-1-1 GIS database from locally maintained GIS datasets.

Software as a Service Subscription to VEP Aggregator

DATAMARK will provide Seminole County with an annual subscription to VEP Aggregator that includes access for **two Aggregator Administrator** users.

VEP Aggregator is delivered through software subscription, subject to an annual fee, and contracted through the execution of a SaaS agreement with Seminole County. Software subscription fees include implementation, training, support, maintenance, and upgrades.

Software support for VEP is included in the SaaS subscription through the term of the SaaS agreement. The SaaS agreement for VEP Aggregator shall be automatically renewed annually unless notice of cancelation is received 60 days before the renewal date.

Cloud-Native Solutions for NG9-1-1 GIS Data Aggregation and Cross Jurisdictional Validation

VEP Aggregator leverages the security, reliability, and scalability of cloud-native software development and require no additional investment in specialized software licensing or hardware. Secure centralized data and application hosting enables VEP Aggregator to be rapidly implemented for regional and statewide clients.

Cloud-native software development enables DATAMARK to rapidly deliver updates, improvements, and innovations needed to keep pace with the evolution of public safety GIS data standards, data management tools, workflows, and policies.

Aggregating Local Datasets into an NG9-1-1 GIS Database

VEP's intuitive user interface provides seamless and user-friendly workflows to streamline the process of aggregating locally managed datasets into a regional or state NG9-1-1 GIS database.

Regional and state GIS authorities use VEP Aggregator to consolidate local GIS datasets into an aggregated NG9-1-1 GIS database which conforms to state and NENA NG9-1-1 GIS standards, run validations on the aggregated data, and perform ongoing management of the NG9-1-1 GIS database.

Local jurisdictions use VEP's Collaboration Portal to run cross-jurisdictional validations of their data, and mark locally managed datasets ready for aggregation into the NG9-1-1 GIS database.

VEP Aggregator provides intuitive tools and workflows for local, regional, and state GIS authorities to export the aggregated NG9-1-1 GIS database in the NENA schema as well as the regional/state schema.

Running Cross-Jurisdictional Validations on the NG9-1-1 GIS Database and Local Datasets

VEP provides powerful cross-jurisdictional validation tools to the regional/state aggregation authority and to local GIS authorities, which are used to identify errors and anomalies along jurisdictional boundaries. Cross-jurisdictional validations can be run on-demand at any time, as often as necessary, or they can be scheduled for single or periodic runs following each jurisdiction's data management policies.

Cross-Jurisdiction Validations Run Directly from the VEP Dashboard

VEP provides single-click access to validation tools, error reports, and data export tools. Validation results such as error reports and anomaly files are easily accessed and downloaded directly from the VEP platform.

Cross-Jurisdiction Validations on Road Centerlines, Address Points, and Boundaries

Cross-jurisdictional validation checks are run against local jurisdictions' GIS datasets.

- **Road Centerline Validations** compare road centerline alignment with neighboring boundaries and identify overlapping address ranges.
- **Address Point Validations** identify duplicate addresses with matching attributes and geometry located in another jurisdiction or multiple jurisdictions.
- **Boundary Validations** identify islands, holes, and overlaps between the PSAP boundary, Emergency Services Boundaries, and Provisioning Boundary feature classes. Validations compare cross-jurisdictional road centerline segments for boundary snapping.

Multiple Methods for Sharing Cross-Jurisdictional Validation Results

Regional/State GIS Data Aggregation Authorities

VEP provides multiple methods for regional and state GIS authorities managing an aggregated NG9-1-1 GIS database to communicate cross-jurisdictional validation results to local GIS authorities.

Aggregator users can send cross-jurisdictional validation results to local agencies to update and correct local datasets. Aggregator users can also communicate anomalies in GIS datasets to jurisdictions that use VEP Editor by making observations using VEP's web map interface.

Local GIS Authorities

Local GIS authorities use VEP to run cross-jurisdictional validations of their datasets against neighboring PSAPs and agencies to identify and report errors along shared boundaries. Local jurisdictions use the results to correct issues in their data, and can directly provide the results of cross-jurisdictional validations to neighboring agencies to make corresponding corrections and updates.

Aggregator Administrator User Role

Subscription to VEP Aggregator provides Seminole County's Aggregator Administrator users with access to the VEP user interface to:

- Run cross-jurisdictional validations
- Review the results of cross-jurisdictional validations for all participating agencies
- View anomalies in the VEP web map and mark observations in the datasets
- Download datasets in the NENA schema or native schema
- Run metrics reports, including Collaboration Usage reports
- Administer and configure the VEP Aggregator solution

DATAMARK VEP Validator

DATAMARK will provide Seminole County with NG9-1-1 GIS SaaS solutions to run validations and checks on the County's GIS and 9-1-1 datasets for compliance with NG9-1-1 standards and data requirements, and to identify anomalies and issues in the data which impact compliance and NG9-1-1 readiness.

Software as a Service Subscription to VEP Validator

DATAMARK will provide Seminole County with an annual subscription to VEP Validator that includes access **for one System Administrator** user and **two Validator** users.

VEP is delivered through software subscription, subject to an annual fee, and contracted through the execution of a SaaS agreement. Software subscription fees include all VEP implementation tasks, user training, support, maintenance, and version upgrades through the term of the SaaS agreement.

SaaS solution delivery provides the scalability to upgrade from Validator to Editor or add users at any time, and provides the most current version and features of VEP. After implementation, DATAMARK's Client Success team will work with you to ensure VEP is configured to support your GIS data management needs.

Software support for VEP is included in the SaaS subscription through the term of the SaaS agreement. The SaaS agreement for VEP Validator shall be automatically renewed annually unless notice of cancellation is received 60 days before the renewal date.

Cloud-Native NG9-1-1 and Public Safety GIS Data Management

DATAMARK leverages the security, reliability, and scalability of cloud-native software development to deliver web-based NG9-1-1 GIS data management solutions that operate on common business workstation equipment and require no additional investment in specialized software licensing or hardware.

VEP can be quickly deployed to provide dedicated NG9-1-1 GIS data validation, export, and provisioning tools which support and complement your existing GIS environment along with integrated GIS data editing and observation tools to manage GIS datasets directly within the VEP platform.

Cloud-native solution architecture enables DATAMARK to provide regular updates and upgrades to VEP that deliver improvements and innovations necessary to keep pace with changes to NG9-1-1 GIS data standards and the evolution of public safety GIS data management tools, workflows, and policies.

NG9-1-1 GIS Data Validation Tools and Workflows

Subscription to VEP Validator provides Seminole County with user-friendly tools and workflows to validate public safety GIS data and export GIS data into the schemas required for provisioning in Next Generation Core Services (NGCS) and public safety software systems.

VEP provides a comprehensive suite of tools to validate GIS, MSAG, and ALI data, and to run quality control (QC) checks for conformance with the NENA NG9-1-1 GIS Data Model as well as public safety and GIS standards and best practices. Validations can be performed as often as necessary and scheduled to run on a regular basis, based on local GIS data management process requirements.

VEP identifies NG9-1-1 schema inconsistencies, spatial anomalies, and discrepancies in your GIS and 9-1-1 data by evaluating attribute, topology, and spatial accuracy within each layer and running cross-feature validations on the dataset. VEP can validate individual layers, groups of layers, or their entire dataset.

The VEP system dashboard provides secure role-based access to validation results, system usage metrics, and GIS data statistics. Users have one-click access to create and schedule validations, view the results of validations, and mark exceptions in the validation reports.

VEP validations are grouped into the following categories, enabling users to perform specific validations on selected layers or run the complete suite of validations on the entire GIS database.

- **Address Point Validations** provide insights into the integrity of address point data and associated data schema including attribute completeness and duplicate address points. Address Point Validations are also used to examine the relationship between the geometry and attributes of the road centerlines and address points, looking for and identifying misplaced address points.
- **Road Centerline Validations** are used to deliver insights into road centerline data and perform audits of the integrity of the road centerline data by evaluating the attribute completeness, data schemas, and spatial relationships within road centerline data.
- **Fishbone Analysis** compares placed address points to where they are geolocated on the road centerline, creating lines between the address point and road centerline in a 'fishbone' pattern.

This validation displays anomalies including address points on the wrong side of the road, out of order address points, and address points mapped to multiple road centerlines. Fishbone analyses identify where duplicate attributes or overlapping ranges cause placement on multiple road segments.

- **Boundary Validations** identify topological errors including gaps and overlaps between provisioning and emergency service boundaries. Boundary Validations compare address point and road centerline datasets to boundaries to ensure the local jurisdiction's data is fully contained within the boundaries.
- **MSAG and ALI to GIS Validations** support the synchronization of tabular 9-1-1 data and GIS datasets by comparing the MSAG with road centerline data and comparing ALI data with address points and road centerlines to flag missing data and determine consistency with street naming and range values.

GIS Data Export and Provisioning Tools

VEP provides the flexibility to download and export datasets that contain local, regional, or state-specific fields and schemas while maintaining compliance with the NENA NG9-1-1 GIS Data Model. During implementation, VEP will be configured to export GIS datasets in the jurisdiction's native schema in addition to the NENA NG9-1-1 schema. Examples of PSAP applications that have specific GIS schema requirements include Computer Aided Dispatch (CAD), 9-1-1 call taking and call mapping, and Automatic Vehicle Location (AVL).

VEP provides users with intuitive tools to download datasets in up to 10 schemas, including the NENA schema and up to nine additional native schemas. Users can easily download the full VEP GIS database, export it in the NENA schema, or export it in native schemas to support PSAP and government applications.

VEP's cloud-native architecture enables us to provide a platform-agnostic solution for provisioning GIS data into currently available Spatial Interface (SI) systems that operate between your GIS data and the NGCS functional elements that consume it.

VEP Validator User Roles

Subscription to VEP Validator includes System Administrator and Validator user roles along with the option to add Read-Only users as described below.

- **System Administrator** is the highest permission level assigned to users in VEP. System Administrator users have full access to VEP's validation, reporting, and upload/download tools. System Administrator users configure VEP user roles, set user permissions, manage the database, and perform system administration tasks.
- **Validator** user roles can be assigned to GIS or non-GIS personnel to provide full access to VEP's data validation, and upload/download functions. Validator users run validations on the GIS database, review validation results and mark exceptions in the data, and export GIS datasets for provisioning in NG9-1-1 and other public safety applications.
- **Read-Only** users can be added to a VEP Validator subscription to provide access for additional personnel to view GIS data metrics and statistics. Read-Only users do not have access to VEP's validation or upload/download tools.

DATAMARK GIS Data Hosting

GIS Data Hosting provides authorized service and system providers with secure access to your GIS data for use in public safety systems such as CAD, AVL, 9-1-1 call handling, 9-1-1 call mapping, and others.

DATAMARK will coordinate with Seminole County to provide authorized system and service providers with secure access to GIS data, document authorized providers, and maintain documentation of when access is updated or revoked. GIS Data Hosting is provided through the execution of a SaaS agreement.

The following providers shall be authorized to access Seminole County's GIS data: **RapidDeploy**

Authorized providers are prevented from modifying or editing your data, and GIS Data Hosting is configurable to enable authorized provider to access selected layers or the complete GIS database. Authorized providers can access the following GIS layers:

NENA Required Layers

Road Centerlines	Site/Structure Address Points
Primary PSAP Services Boundaries	Provisioning Boundaries
Primary Emergency Services Boundaries (Police, Fire, Emergency Medical Services)	

NENA Strongly Recommended, Recommended, and Other Data Layers

Street Name Alias Table	Neighborhood Community Boundary
Landmark Name Alias Table	Railroad Centerlines
Complete Landmark Name Alias Table	Hydrology Line
States or Equivalent	Hydrology Polygon
Counties or Equivalent	Cell Sector Location
Incorporated Municipal Boundary	Mile Marker Location
Unincorporated Municipal Boundary	Other Emergency Service Zone Boundaries

Updates to Hosted Data and Data Environment

NENA NG9-1-1 GIS layers managed directly in VEP will be updated within the hosting environment in near real-time as changes are made by GIS staff. These include NENA Required, Strongly Recommended, and Recommended NG9-1-1 layers.

DATAMARK will perform maintenance on the data hosting map service (URLs, etc.) and update hosted layers that are not directly managed in VEP once per quarter with datasets provided by Seminole County. These include additional supplemental GIS layers used in RapidDeploy’s mapping solution.

Symbology

Following execution of an agreement for services, DATAMARK will configure symbology and labeling based on GIS best practices and other users of RapidDeploy Radius. The DATAMARK team will coordinate with Seminole County to configure and labeling to meet the county’s requirements, as required. Symbology updates and changes will be made once per year; additional symbology updates and changes will be subject to additional fees.

Locator Services

DATAMARK will provide Seminole County with a composite locator service for hosted GIS layers, which can be configured within RapidDeploy Radius by the county's system administrators.

DATAMARK GIS Data Upload to VEP

DATAMARK will provide Seminole County with secure access to a web-based toolbox to configure and schedule automatic uploads of its GIS data into DATAMARK VEP and field map it for use in NG9-1-1 and public safety applications.

Our team provides a secure link to download and launch an automated upload toolbox in ArcGIS Pro, which enables administrator-level VEP users to establish a connection to their GIS database and select the data schema it will be field mapped into once it has been uploaded into VEP.

During each scheduled upload, the entire GIS database or selected GIS layers are automatically uploaded into VEP. Seminole County's VEP Administrator users select the data to be uploaded during configuration of the automated upload solution and use VEP's Manage Database tools to select the schema it is field mapped into after upload.

Once configured, uploads are run automatically following the schedule defined during configuration. Administrator users are notified of each upload, and our automatic upload solution maintains a complete log of all uploads which details the status of each upload, including if it was successful or not.

Administrator users of VEP and users with access to the automated download toolbox receive email notification following completion of each upload. The history of each upload can also be viewed through the toolbox.

This solution is available to users of VEP Validator and requires access to ArcGIS Pro using VEP Administrator credentials provided by DATAMARK to download the Automated Upload Toolbox to configure and schedule automated uploads.

Boundary Assessment Facilitation Services

DATAMARK will coordinate and facilitate boundary assessment tasks with Seminole County and neighboring counties to develop mutually agreed-to PSAP, Emergency Services, and Provisioning Boundary GIS layers required for NG9-1-1 routing and location and other public safety data applications.

We will conduct boundary assessment workshops for Seminole County and its neighboring counties, acting as a neutral facilitator to identify anomalies, gaps, and overlaps along shared boundaries. In each workshop, we will coordinate discussions with project stakeholders to develop authoritative decisions to resolve them.

Our team will document discussions held during each boundary workshop discussion, including best practices for correcting boundary layers and authoritative decisions to resolve anomalies, gaps, and overlaps along shared boundaries. After the final boundary workshop, we will deliver a summary report of these workshops and discussions to Seminole County.

Boundary assessment workshops will be conducted with Seminole County and the following stakeholders:

- Volusia County
- Brevard County
- Orange County
- Lake County

After all boundary assessment workshops have been completed and the summary report has been delivered, DATAMARK will perform the agreed-to corrections to Seminole County's exterior boundaries, following the results and direction from each workshop.

Each neighboring county will be responsible for making corrections to the boundary layers in their respective GIS databases. If neighboring counties require additional GIS professional services, the DATAMARK team can be contracted separately to perform exterior boundary correction and remediation.

GIS Hosting Scope of Services

VEP Aggregator Implementation

DATAMARK work with Seminole County to set up the aggregated NG9-1-1 GIS database and work with each local jurisdiction to contribute locally managed datasets to the aggregated NG9-1-1 GIS database.

DATAMARK will develop a written plan to implement VEP Aggregator for the NG9-1-1 GIS aggregation authority and implement VEP Validator or Editor for each local GIS authority contributing data to the aggregated NG9-1-1 GIS database.

The implementation plan will outline the data and system requirements for deploying VEP and describe local and aggregator-level implementation tasks and training to be performed, and be provided to the NG9-1-1 GIS aggregation authority as well as each local GIS authority.

GIS Data Preparation

DATAMARK will perform an initial assessment of each local GIS, MSAG, and ALI dataset, onboard local GIS data into VEP, and conduct instructor-led training for VEP's validation, aggregation, editing, and observation workflows and processes. Onboarding data into the VEP solution includes field mapping local GIS datasets to the VEP schema, which fully supports the NENA NG9-1-1 GIS Data Model.

Local GIS and 9-1-1 Data Onboarding into VEP

Following GIS data gathering and preparation for each local GIS authority, DATAMARK will configure the VEP solution and onboard local GIS, MSAG, and ALI datasets into the GIS data management solution. A full description of VEP onboarding for Validator is provided in this scope of work. GIS and 9-1-1 data onboarding into VEP enables local GIS authorities to begin validating and maintaining their data to NENA and Seminole County data standards, and mark data ready for aggregation.

Aggregated NG9-1-1 GIS Database Setup

The aggregated NG9-1-1 GIS database is established in the NG9-1-1 compliant VEP schema when the first local datasets are marked ready for aggregation by their local jurisdictions and consolidated by Seminole County's Aggregator Administrator users using VEP.

Training: VEP Aggregator

DATAMARK will deliver virtual training for Aggregator Administrator in VEP’s cross-jurisdictional validation and data aggregation features, along with administration of VEP Aggregator. VEP Aggregator training is delivered in the following modules:

Course Overview/About VEP	NG9-1-1 GIS Data Aggregation
Cross-Jurisdictional Data Validation	System and Validation Reporting
VEP Solution Administration	VEP Solution Support and Open Discussion

Training Course Delivery

Seminole County shall provide a suitable location, computer equipment, and internet connectivity required for the DATAMARK team to provide remote virtual onboarding and training services.

Training is conducted by live instructors in a virtual webinar format to minimize the time and resources, and enable direct interaction with instructors to ask questions and maximize learning opportunities. Virtual training will be coordinated and scheduled with Seminole County to minimize impact to day-to-day operations.

Training webinars may be recorded for future reference, for use in refresher training, and for onboarding new users after VEP has been deployed and initial training has been completed.

If Seminole County prefers onsite training to be conducted, DATAMARK can provide local in-person training. Additional one-time fees for onsite training will apply.

VEP Aggregator Implementation Tasks, Responsibilities, and Deliverables

Seminole County Tasks and Responsibilities

- Provide GIS and 9-1-1 datasets and review GIS data field mapping for onboarding
- Provide space, computer equipment, and internet connectivity to support training

DATAMARK Deliverables

- Assess GIS and 9-1-1 datasets and conduct a review of GIS data field mapping for VEP onboarding
- Provide administrator and user level access to the VEP application and the VEP Support Center
- Conduct VEP Aggregator user and administrator training

VEP Validator Implementation

Project Initiation and User Setup

DATAMARK will develop and follow a written plan for implementing VEP that outlines system and data requirements, user and administrator training, and the requirements and responsibilities for deploying VEP.

Administrator level user accounts are set up by DATAMARK at the start of VEP implementation and provided to Seminole County's System Administrator users at the end of VEP training. User level access is created by System Administrator users following training.

GIS Data Gathering and Assessment for Onboarding

DATAMARK will provide VEP's data requirements and work with Seminole County to gather GIS and 9-1-1 datasets and conduct an assessment to evaluate them for onboarding. Data that meets the requirements for onboarding will be loaded into VEP following the process described below. If our assessment shows data does not meet data onboarding requirements, we will advise on the corrections, edits, or additions necessary to load it into VEP.

GIS Data Onboarding

DATAMARK will configure the VEP SaaS solution and onboard Seminole County's GIS, MSAG, and ALL data into the system. GIS data will be field mapped into the VEP schema, and we will conduct a virtual onboarding meeting during training to review the native schema and field mapping.

We will create a VEP Onboarding Report which will be delivered during training and highlights items such as VEP field mapping and guidance for any additional data modifications which may be required prior to being used to manage live data.

Training: VEP Validator

DATAMARK will deliver virtual training for administrators and users of VEP following GIS data onboarding. VEP Validator training introduces the VEP platform and provides instruction in how to use VEP to perform validations on GIS and 9-1-1 data and how to export data for provisioning into NG9-1-1 and public safety applications. The VEP Validator training course includes the following instruction modules:

Overview/About VEP	Data Preparation, Uploading, and Downloading
Validation Processes and Exceptions	Administrative Tools, Support Center, and Open Discussion

Training Course Delivery

Seminole County shall provide a suitable location, computer equipment, and internet connectivity required for the DATAMARK team to provide remote virtual onboarding and training services.

Training is conducted by live instructors in a virtual webinar format to minimize the time and resources required to train local staff. This also enables participants to directly interact with instructors, ask questions, and maximize learning opportunities. Virtual training will be coordinated and scheduled with Seminole County to minimize impact to day-to-day operations.

Training webinars may be recorded for future reference, for use in refresher training, and for onboarding new users after VEP has been deployed and initial training has been completed.

If Seminole County prefers onsite training to be conducted, DATAMARK can provide local in-person training. Additional one-time fees for onsite training will apply.

VEP Validator Implementation Tasks, Responsibilities, and Deliverables

Seminole County Tasks and Responsibilities

- Provide GIS and 9-1-1 datasets and participate in the review of GIS data field mapping for onboarding
- Provide space, computer equipment, and internet connectivity to support training

DATAMARK Deliverables

- Assess GIS and 9-1-1 datasets and conduct a review of GIS data field mapping for VEP onboarding
- Provide administrator and user level access to the VEP application and the VEP Support Center
- Conduct VEP user and administrator training

VEP Solution Support (VEP Aggregator and Validator Solutions)

DATAMARK is committed to Seminole County's long-term success and meeting your GIS data management objectives. Subscription to VEP provides access to the VEP Support Center as well as our Client Success Team, which is made up of dedicated technical support personnel and client success managers who are experts in GIS and NG9-1-1 tools, workflows, and best practices.

VEP Support Center

Following implementation, users can access the VEP Support Center directly from the VEP user interface, which provides access to a comprehensive and searchable library of informational articles, training materials, and reference documents.

The VEP Support Center ticketing system provides users with the ability to submit, review, and track support requests for the VEP solution. DATAMARK's Technical Support team responds to support tickets submitted through the system, and users can directly monitor and track the status of support requests.

VEP Technical Support Team

DATAMARK's VEP support team manages the VEP Support Center and resolves requests for technical support through VEP's secure online ticketing system. The technical support team also provided telephone-based technical support during business hours for clients who prefer to speak directly with a support team member. The VEP Technical Support can be reached by telephone Monday through Friday, from 8:00 AM to 8:00 PM Eastern time, excluding statutory holidays.

Client Success Team

A Client Success Manager will be assigned to provide continuity of support, maintain two-way communication with Seminole County, and remain responsive to your ongoing GIS data needs. The Client Success Manager gives you a single point of contact for ensuring VEP is configured

for your data needs, works collaboratively with your stakeholders and the DATAMARK team, and is empowered to resolve questions, issues, and concerns that may arise during operation of the VEP solution.

GIS Data Upload and Hosting Solution Implementation

GIS Data Upload Solution

The DATAMARK team will provide Seminole County with a secure link to download and launch an automated upload toolbox in ArcGIS Pro. This enables administrator-level VEP users to establish a connection to their GIS database and select the data schema it will be field mapped into once it has been uploaded into VEP.

DATAMARK's automated upload solution is available to users of VEP Validator and requires access to ArcGIS Pro using VEP Administrator credentials provided by DATAMARK. The DATAMARK team Users can assist Seminole County's users with accessing the download link to install the Automated Upload Toolbox along with configuring and scheduling automated uploads.

GIS Data Hosting Tasks, Responsibilities, and Deliverables

Seminole County Tasks and Responsibilities

- Provide access to GIS data layers to be hosted by DATAMARK
- Provide the final list of approved service providers and solution vendors to DATAMARK

DATAMARK Deliverables

- Provide and document access to approved service providers and solution vendors

Boundary Assessment Facilitation Scope and Tasks

Boundary Assessment Kickoff Meeting

DATAMARK will schedule and hold a virtual kickoff meeting with Seminole County, in which we will discuss the approach taken for each of the boundary workshops. During this meeting, we will identify key participants and their respective roles, define the datasets required from all workshop participants and stakeholders, and determine key dates and deadlines for datasets to be submitted.

Boundary Data Collection and Assessment

Three weeks prior to each scheduled workshop, DATAMARK will request the following GIS datasets from Seminole County and each participating county and provide access to a user-friendly secure file transfer system to transmit their GIS datasets.

Once data has been received, experienced GIS professionals will compile it into a map which will be reviewed in the boundary assessment workshop. We will notify Seminole County if data is not received within one week after the initial request.

Existing or Proposed PSAP Boundary	Municipal Boundary (in GIS format, if available)
Existing or Proposed ESB/ESN/ESZ Boundaries	Road Centerlines
Existing or Proposed Provisioning Boundary	Address Points (most current and accurate available)

If PSAP Boundary data is not available, we will use the existing county boundary or other specified dataset as a starting point, and convert it to a PSAP Boundary for comparative analysis and assessment against neighboring boundary layers.

Our team will compare and validate boundary layers to identify where data needs to be created or anomalies, gaps, or overlaps in the boundary data need to be corrected. Boundaries will be compared against local and state data sources including aerial imagery, parcel data, and boundary information.

Boundary Assessment Workshops

Boundary assessment workshops provide a collaborative venue to discuss and come to agreement on accurate shared boundaries between neighboring counties, supporting the shared goal of developing boundary layers which comply with NENA NG9-1-1 GIS data requirements.

DATAMARK will provide neutral facilitation for each boundary assessment workshop. We will host the meeting and present the map created during Data Collection and Assessment, and document the discussions of boundary issues, best practices, and authoritative decisions to resolve them. DATAMARK will display areas of boundary disagreement or conflict, provide expert guidance in addressing them following best practices and industry standards, and coordinate discussions to develop workable solutions.

DATAMARK will conduct 4 facilitated workshops on behalf of Seminole County, based on the number of neighboring jurisdictions described above. Boundary workshop meeting minutes will be provided following each workshop.

Summary Report of Boundary Assessment Workshops

DATAMARK will prepare a report summarizing the boundary assessment workshops and authoritative decisions made during the workshops and deliver it to Seminole County after the final workshop. The summary report includes information about the review process and authoritative decisions made during each workshop by all participants and provides direction for the updates and corrections needed to develop accurate, reliable, and standards-compliant boundary layers.

Documenting discussions and authoritative decisions is instrumental in establishing mutual aid agreements, memoranda of understanding, and interlocal agreements between Seminole County and neighboring jurisdictions. The outcomes and decisions made by stakeholders during facilitated boundary assessment workshops can improve the quality and accuracy of each jurisdiction's data.

We recommend Seminole County review the summary report with project team members and stakeholders that took part in the boundary assessment workshops to improve the quality their GIS data and foster collaboration for ongoing boundary management.

Boundary Assessment Facilitation Tasks, Responsibilities, and Deliverables

Seminole County Tasks and Responsibilities

- Provide names and contact information for neighboring counties, PSAPs, and GIS authorities
- Provide suitable locations to host facilitated boundary assessment workshops
- Provide Client GIS data for use in facilitated workshop(s)
- Accept final report

DATAMARK Deliverables

- Facilitate a virtual project kickoff
- Facilitate sending workshop invitations and requesting GIS data of neighboring PSAPs
- Facilitate boundary assessment workshops

- Send meeting minutes after each workshop
- Provide final report with compiled documentation from each workshop(s)

DATAMARK Project Management Methodology

Project management services are included with DATAMARK's SaaS solutions, and our team follows Michael Baker's project management methodology, which has been used for more than 80 years to effectively manage project plans, schedules, budgets, and contracting. DATAMARK will manage each phase of this project in close collaboration with Seminole County and RapidDeploy throughout the term of the contract for services.

Project Startup

Following execution of an agreement for services, DATAMARK will perform project startup tasks which include setting up budget management, developing the project plan, and scheduling a project kickoff meeting for project stakeholders.

DATAMARK uses Smartsheet, an end-to-end project management application, to manage project planning, scheduling, tasks, communications, and risk management. Smartsheet provides project team members and stakeholders with a web-based dashboard to track project and task status as well as review the schedule, communications plan, risk register, and change log through the life of the project.

Project Kickoff Meeting

DATAMARK will conduct a virtual project kickoff meeting to introduce project team members, define team member roles, and discuss the project's milestones, objectives, timeline, and approach. Topics discussed during the kickoff meeting will be documented in the project plan.

Project Management Plan

The Project Manager will create a Project Management Plan (PMP) to document project operations, budget, contracts, and quality, based on Seminole County's project specifications and the finalized scope of work.

The PMP includes the reporting schedule and communication processes established during kickoff along with a risk register to track risks and mitigation plans. Throughout the project, the PMP will be used to document and track:

- Project stakeholders and their project responsibilities

- Project approach and objectives
- Project communication processes
- Risk and decision management
- Project schedule, budget, and progress tracking
- Progress tracking of project milestones and deliverables

The PMP is updated by the Project Manager and updates are communicated to the project team and stakeholders through the life of the project. The most current version of the PMP can be viewed by the project team and stakeholders through the Smartsheet project portal.

Scope, Schedule, and Budget Tracking

DATAMARK's Project Manager will use Smartsheet to track the project's scope, schedule, and budget from startup through completion. The Project Manager will provide regular communication with the project team to maintain focus, manage workflow efficiency, and monitor progress toward task completion.

Project Status Reporting

The Project Manager will provide regular project status reports to the project team and stakeholders following a schedule developed during the project kickoff meeting. Project status reports include a Project Summary, Action Items, Work Completed, and a list of Issues and Risks. Project stakeholders will be provided access to Smartsheet's web portal to view project status in real time and review the most current project schedule, communications plan, risks, tasks, and project change log.

Project Invoicing

The Project Manager will deliver invoices to RapidDeploy on a monthly, quarterly, or annual basis, or by project milestone, as agreed to during contracting. Invoicing will adhere to all applicable terms and conditions outlined in the project's Services Statement of Work and/or SaaS Agreement.

Project Management Tasks, Responsibilities, and Deliverables

Seminole County Tasks and Responsibilities

- Participate in project kickoff meeting
- Review and approve the project plan, schedule, invoices, and other project documents

DATAMARK Deliverables for Seminole County and RapidDeploy

- Schedule and conduct the project kickoff meeting
- Schedule project status meetings and provide project status reports
- Deliver the PMP, schedule, and other project documents
- Deliver invoices to RapidDeploy

Datamark Terms of Use

VEP Systems.

Subject to and conditioned on Customer's and its Authorized Users compliance with the terms and conditions of this Agreement, during the Term, DATAMARK shall use commercially reasonable efforts to provide to Customer and its Authorized Users access and use of the DATAMARK VEP Software as described below, (collectively, the "**VEP Software**"), in accordance with the Related Materials and terms and conditions hereof, including to host, manage, operate, and maintain the VEP Software for remote electronic access and use by Customer and its Authorized Users.

The VEP Software is implemented using cloud native technology to provide capability for the validating, editing, and provisioning of GIS data for public safety grade GIS data (the "**VEP Systems**"). DATAMARK shall also provide to Customer and its Authorized Users, as it becomes available, materials related to the access and use of VEP Software (e.g., "**Related Materials**"). For example DATAMARK may provide Related Materials comprising specifications, documentation, other information, other data, documents, materials, works, other content, devices, methods, processes, hardware, other software and other technologies or inventions, including any deliverables, descriptions (e.g., technical, functional, etc.), requirements, plans, or reports, that are provided or used in connection with the VEP Software or otherwise comprise or relate to the VEP Software or VEP Systems. "Documentation" includes any manuals, instructions or other documents or materials that the DATAMARK provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the VEP Software, such as any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

Maintenance and support of the VEP Software for access and use by Customer and its Authorized Users will be in substantial conformity with the documentation and support based on the Service Level Agreement and Maintenance Terms provided in 7.6.1.

VEP Software and System Control.

Except as otherwise expressly provided in this Agreement or in the Service Level Agreement and Maintenance Terms provided in 7.6.1, as between the parties:

- a. DATAMARK has and will retain sole control over the operation, provision, maintenance and management of the VEP Software and Related Materials, including the: (i) DATAMARK Systems; (ii) selection, deployment, modification and replacement of the VEP Software; and (iii) performance of support, maintenance, upgrades, corrections and repairs as described in 7.6.1; and
- b. All right, title and interest in and to the DATAMARK SaaS, including the VEP System, VEP Software, and Related Materials, including all Intellectual Property Rights therein, are and will remain with DATAMARK and the respective rights holders in the Third-Party Materials. Customer has no right, license or authorization with respect to any of the DATAMARK SaaS or Related Materials. All other rights in and to the VEP System, VEP Software, and the Related Materials are expressly reserved by DATAMARK and the respective third-party licensors.

Changes.

DATAMARK reserves the right, in its sole discretion, to make any changes to the VEP Software and Related Materials that it deems necessary or useful.

Authorization.

DATAMARK hereby grants to Customer, during the Term, a non-exclusive, non-assignable, worldwide right to access, use, display, and execute the VEP Systems solely for the permitted Use by and through Authorized Users in accordance with the conditions and limitations set forth in this Agreement and up to the number of seats as documented in the order. DATAMARK hereby grants a non-exclusive, non-assignable, worldwide right to access, use, and display the VEP Software, and Related Materials. The grants herein are subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement.

Customer Systems.

Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the VEP Software and Related Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions or materials provided by any of them to the VEP Software or DATAMARK SaaS; (ii) results obtained from any use of the DATAMARK SaaS or Related Materials; and (iii) conclusions, decisions or actions based on such use.

License from Customer.

Subject to the terms and conditions of the terms of use, Customer shall grant to DATAMARK a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content, such as data and materials provided by Customer to DATAMARK for use in connection with the VEP Software, including, without limitation, customer applications, data files, and graphics, within the VEP System solely as necessary by DATAMARK to provide access and use of the VEP Software to Customer.

Reservation of Rights.

Except as expressly set forth in Section 2.1 Authorization hereto, nothing in this Agreement grants any right, title or interest in or to, no license under any Intellectual Property Rights in or relating to, the VEP Software, VEP System, Related Materials or Third-Party Materials, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the VEP Systems, VEP Software, the Related Materials and the Third-Party Materials are and will remain with DATAMARK and the respective rights holders in the Third-Party Materials.

Restrictions.

Customer will not and shall not permit anyone access or use of the VEP Software and Related Materials except as expressly permitted by the terms of use and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not: rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available in whole or in any parts of the VEP System, the VEP Software, or Related Materials, to any Person or entity, including on or in connection with the internet or any time- sharing, service bureau, software as a service, cloud or other technology or service; access or use the subscription, VEP System, VEP Software, or the Related Materials for purposes of competitive analysis, the development, provision or use of a competing software service or product or any other purpose that is to DATAMARK's detriment or commercial disadvantage; or otherwise access or use the VEP System, VEP Software, or the Related Materials beyond the scope of the authorization granted under the terms of the SaaS Agreement.

Customer Control and Responsibility.

Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use and any data that is not accurate; (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the DATAMARK SaaS; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services

("Customer Systems"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the VEP Software, VEP Systems, and Related Materials directly or indirectly by or through the customer systems or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use. Customer will retain sole responsibility for prohibiting any actions to bypass or breach any security or protection used by the VEP System and/or the VEP Software, by any authorized user of Customer, or those that thereby access or use the VEP System and/or the VEP Software, other than by an Authorized User through the use of his or her own then-valid Access Credentials.

Access and Security.

Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the DATAMARK SaaS; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the DATAMARK SaaS. Customer shall prohibit any actions to input, upload, transmit or otherwise provide to or through the VEP System, the VEP Software, or any of DATAMARK's computers or systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code, back door or otherwise damage, destroy, disrupt, disable, impair, interfere with, attempt to damage, interfere, or impede or harm in any manner the VEP System, the VEP Software, any DATAMARK Systems or activities related to DATAMARK's provision of VEP Software to any party, in whole or in part.

Standard of Care.

The standard of care applicable to DATAMARK's services is the degree of skill and diligence normally employed by providers of technical services performing the same or similar services.

Suspension or Termination.

If the Work is terminated or suspended by the CLIENT prior to its completion, DATAMARK shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs. Both Parties agree to provide each other thirty days written notice of termination or suspension of the work.

Force Majeure.

The Parties shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by any act of God, fire, flood, natural

catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, and/or any other event, occurrence or circumstance beyond the reasonable control of the Parties. The compensation due DATAMARK and the schedule governing the timing for DATAMARK's performance shall be equitably increased and extended, respectively, to address any such impacts to DATAMARK's performance.

Reuse of Work Product.

Any reuse of DATAMARK's work product without written verification or adaptation by DATAMARK will be at the CLIENT's own risk and without liability or legal exposure to DATAMARK. The CLIENT shall indemnify and hold harmless DATAMARK from all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle DATAMARK to further compensation at rates to be agreed upon by the CLIENT and DATAMARK.

Inventions and Patents.

Inventions conceived solely by employees of CLIENT shall belong exclusively to CLIENT. Inventions conceived solely by employees of DATAMARK shall belong exclusively to DATAMARK. Inventions conceived jointly by the Parties hereto in the course of work called for by this Agreement shall be subject to further agreement of the Parties to properly recognize each party's respective rights in such joint invention. **7.6.1: DATAMARK Service Level Agreement and Maintenance Agreement**

The purpose of this SaaS Service Level and Maintenance Agreement (SLA) is to define the Service Level for the maintenance and support of the DATAMARK SaaS ("VEP Software"). The VEP Software shall be accessible 24 hours per day, 365 days per year subject to routine maintenance and unexpected outages.

Service Level Agreements are used as a tool to measure and guide DATAMARK and Customer in achieving the goals for effective delivery of all DATAMARK SaaS to the Customer. DATAMARK is providing Customer with the capability to run the VEP Software in a hosted environment. DATAMARK may choose to work with other Internet or Application service providers in providing its SaaS to Customer.

The SLA may be modified by DATAMARK from time to time. Updates to the SLA can periodically be found on the DATAMARK VEP Knowledge base accessed through Customer VEP portal. If a modification is unacceptable to Customer, Customer may cancel a subscription, upon written notice to DATAMARK. If Customer continues to use the VEP Software, Customer will be deemed to have accepted the modification.

The following SLA shall outline DATAMARK's service level commitment:

The VEP Software

Specifically, DATAMARK will provide the following:

- **Application Administration** - Software installation and software updates (patches, upgrades, support, and maintenance)
- **Technical Support** - Online email support during coverage hours, 24x7 access to support portal
- **SaaS Management** - Client activation, security monitoring, change control, problem management, and escalation procedures
- **System Administration** - System configuration, deployment, support, monitoring, response, repair, tuning and capacity planning
- **Network Administration** - Network provisioning, monitoring, response, repair, security, utilization management and capacity planning
- **Data Backup and Retention** - Backups of Customer data

Customer is responsible for purchase and maintenance of its own equipment, hardware and access, including but not limited to network and data connection, to establish a connection to the Internet.

Server Environment

Cloud Services

The VEP Software is hosted in a secure Amazon Web Services (AWS) cloud environment. Note: AWS ensures data centers are equipped with back-up power supply to ensure power is available to maintain operations in the event of an electrical failure for critical and essential loads in the facility. Dedicated compute power for RDS may be allocated to Customers upon request with additional fees.

Security

- DATAMARK ensures that Customer data is protected with data encryption, user authentication, application security, and more. The VEP Software adheres to the following security measures and plans:
 - NIST SP 800-53
 - Data encryption at TLS
 - Proactive Intrusion Detection and Prevention
 - AWS backup and recovery procedures

- Specific measures include:
 - All servers are located behind the firewall with only essential ports enabled
 - All firewalls have Intrusion Detection enabled
 - SSL encryption

Service Measures

Availability

The following availability will be maintained:

Measurement	Definition	DATAMARK SLA
Software Availability	The periods of time that the Software is available for use by the Customer not including scheduled downtime.	24 x 7 x 365, 99.5% average over a month not including scheduled downtime.
User Response Time	The time it takes for the Software to complete a user request and return a response.	Because of many external factors involved in this measurement, the response time cannot be specified.
Backups	Customer data as well as application installation backups	Full database backups of Customer Data are performed routinely every evening. Backup files will be retained for 2 days.
Restoration of SaaS	In the event of a major disaster event, such as flooding of the hosting facility or an earthquake that destroys the infrastructure.	DATAMARK will restore VEP Software at one or more alternate locations within 3 business days.
Maximum Restore Age	It is the maximum age of the data should we need to restore production data from backup.	No more than 48 hours.
Problem Response Time	Provision of user support. Primary Coverage will be 8am-8pm Eastern time Monday through Friday, excluding statutory holidays. Response time will be calculated by dividing the numbers of issues responded to in one hour or less divided by the total number of issues received for the month.	90% of issues responded to in one hour or less during primary coverage. We are targeting a 90% compliance rate that every issue will be responded to in one hour or less during primary coverage. To calculate this, we take: # of issues responded to in 1 hr. or less / total number of issues. For example, if a customer logs 10 issues in 1 month and 9 of them were responded to in 1 hour, we have a 90% compliance rate which means we hit our target.

Priority Levels

Priority Level	Definition	Expected Response	Communication Intervals
Priority 1	Critical System Issue – Complete System Outage	Support Team takes ownership of Problem – Implements emergency plan. System Monitoring is initiated internally.	4 hours maximum
Priority 2	Major Impact – Impact to the Customer’s Business with no work around	Problem is worked on continuously until it is resolved, or a reasonable workaround is applied, during normal business hours.	8 hours maximum
Priority 3	Large impact – Significant inconvenience to customers where a workaround might be implemented	Work is expected to continue on a workday basis until a more permanent solution is in place.	24 hours maximum
Priority 4	Small to Minor Impact – Minor to Small Inconvenience	Resolution is worked into a planned project list and schedule, or it can be deferred until there is time allowed in the project schedule.	Initial response within 72-hour maximum, ongoing weekly updates
Priority 5	Reported bugs or requested enhancements	Bugs are fixed if they are impacting clients’ business. Enhancements are evaluated if approved at DATAMARK’S sole discretion added to the development roadmap as prioritized.	Quarterly unless bug fix is critical to clients’ business

Downtime / Maintenance

DATAMARK periodically adds, repairs, and upgrades the data center hardware and the Software and shall use its best efforts to accomplish this without affecting the Customer’s access to any Software; however, repairs of an emergency or critical nature may result in the VEP Software not being available for the Customer’s usage during the course of such repairs.

DATAMARK reserves the right to take down the server(s) at the data center in order to conduct routine maintenance to both software and hardware according to the following protocols:

Item	Description	Commitment
Standard Maintenance Window	Monday - Sunday: 1 am – 4 am Pacific Time	
Scheduled Upgrades & Maintenance	Regular planned uploads of new functionality will take place during the release schedule window. The release schedule includes four (4) quarterly releases and other hotfixes, patch releases and maintenance upgrades.	Minimum of 5-day Notice prior to the upload going into the production environment. A message will be displayed on the main site stating DATAMARK is down during scheduled upgrades.
Non-Scheduled/Emergency Maintenance	May be performed outside the maintenance window and will be counted as unscheduled downtime.	Customer will be notified immediately providing Customer as much prior notice as is commercially practicable of all such emergency maintenance to be performed on the VEP Software. A message will be displayed on the main site stating DATAMARK VEP Software is down. Provide a general description of all such emergency maintenance performed no more than ten (10) calendar days following completion of such emergency maintenance.

Compatibility with New Software

- Customer consents and acknowledges that prior to upgrading customer’s third-party software, the Customer is solely responsible to verify and ensure that such third-party software is compatible with their current or future versions of Software. The most significant applications which the Customer should carefully check for compatibility before upgrading any other third-party tools used with, by, or integrated with the Software. DATAMARK will not be responsible for any failures or malfunctions’ resulting from such upgrade and reserves the right not to provide support for such installations.

Limitation of the SLA

- DATAMARK agrees to maintain uptime of at least 99.5% ("Minimum Uptime Level") excluding Routine and Minor Outages. To the extent that DATAMARK fails during any calendar month to provide the Minimum Uptime Level, it shall provide, upon request of Customer, a pro-rated credit to Customer to compensate for the amount of downtime that exceeds the permitted downtime pursuant to this paragraph. Credits granted hereunder shall be determined within a reasonable amount of time.

- DATAMARK will use commercially reasonable efforts to make the Hosted VEP Software available during the applicable Service Windows (except during Force Majeure events) and in accordance with generally recognized industry Service Level Standards for non-mission-critical SaaS applications, excluding unavailability as a result of any of the Exceptions described below in this this Section. “Service Level Failure” means a material failure of the DATAMARK SaaS to meet the Availability Requirement. “Available” means the DATAMARK SaaS is available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Specifications.
- Customer must inform DATAMARK’s Technical Support Department by email (a “Credit Request”) within ten (10) days from the end of the month in which the Customer believes that DATAMARK did not satisfy the Availability Commitment, in each instance, and the Credit Request must include a listing of the date(s), time(s) and duration of the downtime experienced during the applicable month. Failure to do so, in any instance, will forfeit Customer’s right to seek a credit from DATAMARK for the failure to achieve the Availability Commitment during the month at issue. Customer’s right to receive a credit for a failure to meet the Availability Requirement for a given month shall be Customer’s exclusive remedy in connection with the Outage(s) giving rise to the credit. The aggregate maximum value of credits to be issued by DATAMARK to Customer for any and all Outages that occur in a single month will not exceed twenty percent (20%) of the Monthly Annual Fees.
- The SLA expressly excludes, and neither the DATAMARK SaaS will be considered unavailable, nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the DATAMARK SaaS that is due, in whole or in part, to any of the following:
 - Scheduled Downtime, or disabling, suspension and/or termination of the DATAMARK SaaS pursuant to the SaaS agreement
 - Installation, configuration and technical support for DATAMARK SaaS
 - Technical support, consultation or problem resolution pertaining to software applications other than those supplied by DATAMARK and described in this Agreement including access to or use of the VEP Software by Customer or any Authorized User, or using Customer’s or an Authorized User’s Access Credentials, that does not strictly comply with the SaaS Agreement, Customer Failure, Customer’s Internet connectivity, failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by DATAMARK pursuant to this Agreement
 - Resolution of problems resulting from negligence of the system user. Including specifically the incorrect data entry, the use of altered data or source code and the failure to use the Software according to the instructions provided in the user guide

- Support for development (SDK, Web pages, etc.), integration and custom reports, whether developed by Customer or any party other than DATAMARK
- Any alterations or additions, performed by parties other than DATAMARK, except for programs using product interfaces provided by DATAMARK
- Use of the Software on an Operating Environment other than that for which such Software was designed, except as expressly prescribed in the user guide
- Maintenance and support for non-production environments and sand boxes
- Data migration
- If Customer requires that a member of DATAMARK’s staff provide services pertaining to any of the above exclusions which are not included as part of the SLA, Customer hereby agrees to pay DATAMARK for these services according to the daily support service rate then in effect, prorated hourly.

RapidDeploy Data Protection Addendum

As part of the services provided under the Software-as-a-Service Agreement (the “**Agreement**”) by and between RapidDeploy Inc. (“**RapidDeploy**”) and Client, RapidDeploy may process Personal Data of Client’s employees, agents, advisors, contractors, clients, and others.

This Data Protection Addendum (the “**DPA**”) describes each party’s obligations with respect to its handling of Personal Data provided under the Agreement. This DPA is hereby incorporated into and made a part of the Agreement and shall terminate as and to the extent provided in the Agreement. Any capitalized terms not defined herein will have the definition used in the Agreement. The terms of this DPA will control to the extent inconsistent with the Agreement.

1. Definitions. In this DPA, these terms will have the following meanings:

“**Analytics Data**” means data relating to the configuration, performance, usage, and consumption data relating to the use of the Services provided to Client under the Agreement, metadata relating to devices, networks, or technical services used in connection with the Client Users’ provision or delivery of the Services, Deidentified Data collected or created by RapidDeploy in connection with its performance of the Service, and any Incident Metadata (as defined in the RapidDeploy Privacy Policy).

“**Controller**” means a person that, either alone or with another person, determines the purposes and means of Processing Personal Data.

“**Data Incident**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data or transmitted, stored or otherwise Processed hereunder.

"Data Protection Laws" means, to the extent applicable to Personal Data Processed under the Agreement, all laws, statutes, regulations, rules, treaties, executive orders, directives, or other official guidance or releases regarding data protection, privacy, data security, confidentiality, and data breach notification that are then in effect and applicable to a party or Personal Data Processed under the Agreement including, without limitation: all United States Federal Trade Commission ("FTC") rules, regulations and guidance relating to the collection, use, disclosure and Processing of Personal Data.

"Data Subject" means any natural person to whom, or household to which, Personal Data relates.

"Deidentified Data" shall mean data that has been reasonably anonymized, aggregated, or pseudonymized such that the data does not directly identify a Data Subject or Client.

"Incident Records" shall mean any recording, transmission, or the storage of communications made or received by Client's Users through the Services, as well as content relating to event descriptions, incident reports, or other narrative descriptions of any 911 call, emergency services incident, or other similar event, that is input into the Services by Client Users.

"Personal Data" means any data that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject, including without limitation, all information defined as "Personal Information" CCPA, and analogous provisions of other applicable Data Protection Laws.

"Process" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure, transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processor" means a person, to the extent that person Processes Personal Data on behalf of a Controller.

- 2. Compliance with Data Protection Laws.** Each party will comply with all applicable Data Protection Laws, as well as all other laws, rules and regulations applicable in relation to the party's Processing of Personal Data.
- 3. Controller/Processor.** The Parties agree that RapidDeploy is intended to be a Processor with respect to Personal Data included in any Client Content and is intended to be a Controller with respect to any Personal Data included in any Analytics Data. RapidDeploy may process Client Content only for the purposes of providing the Services as set forth in the Agreement and in Schedule 1 hereto.

- 4. Processor Obligations.** When acting as a Processor, RapidDeploy will, and is hereby authorized to, Process Personal Data on behalf of Client in accordance with the documented instructions of Client, which include without limitation, such Processing as is reasonably necessary to perform its obligations under the Agreement (and any additional agreements and order forms entered into between the parties thereunder. The foregoing limitations on processing shall not limit RapidDeploy's ability to perform any Processing required under any law or subpoena, judicial, administrative or arbitral order of an executive or administrative agency, regulatory agency, or other governmental authority ("Demand") to which RapidDeploy is subject. Except where the law prohibits such disclosure on public interest grounds, RapidDeploy will promptly notify the Client of any Demand that it receives, and which relates to the processing of Client's Personal Data. At the Client's or Users request, RapidDeploy will provide the Client with reasonable information in its possession that may be responsive to the Demand and any assistance reasonably required for the Client to respond to the Demand in a timely manner pursuant to section 1.9 of the Agreement.
- 5. Client Obligations.** Client is responsible for compliance with its obligations under relevant laws regarding the collection of Personal Data and the transmission of Personal Data to RapidDeploy, including but not limited to any required notices, consents and authorizations. Client also is responsible for its decisions and actions concerning the use and disclosure of Personal Data, provided that Client represents and warrants that is has obtained all necessary right, title and interest in and to any Personal Data provided to RapidDeploy hereunder as may be necessary for RapidDeploy to perform the Services.
- 6. Authorized Persons.** RapidDeploy will ensure that persons authorized to Process the Personal Data (including without limitation all Subprocessors, as defined below) are under an appropriate contractual or statutory obligation of confidentiality with respect to such Personal Data.
- 7. Termination.** During the 90 days following termination of the Agreement, RapidDeploy will return or otherwise make available to the Client any Personal Data, Incident Records and Client Content that RapidDeploy maintains on behalf of Client as of the date of termination. Following such 90 day period, or as otherwise specified in the Agreement, RapidDeploy will cease Processing, and promptly delete or otherwise render reasonably inaccessible all Incident Records and Client Content, except as may be required by law, or which may be retained in connection with RapidDeploy's rights under Section 1.7 of the Agreement.
- 8. Subprocessing.** Client hereby authorizes RapidDeploy to appoint additional Processors to Process Personal Data on RapidDeploy's behalf or perform its obligations under the Agreement ("Subprocessor"). RapidDeploy will perform reasonable due diligence to ensure that any Subprocessors comply with the RapidDeploy's Processing obligations under this DPA. RapidDeploy accepts liability for, and shall remain liable to Client with respect to, third parties' Processing of Personal Data. Specific Subprocessors used by RapidDeploy may vary

based on the services provided under the Agreement, and Client may request a list of Subprocessors intended to process Personal Data on Client's behalf by submitting a request to Client's RapidDeploy account representative.

- 9. Security.** RapidDeploy will implement and maintain reasonable and appropriate administrative, technical, and procedural measures designed to ensure a level of security that reasonably mitigates the risk of unauthorized access, use, disclosure, modification or other processing of Personal Data. RapidDeploy may modify its security controls, process, or procedures in its sole discretion, provided that the level of security protecting Client's Personal Data shall always meet the requirements of this Section 9 and applicable Data Protection Law.
- 10. Data Incidents.** RapidDeploy will notify Client without undue delay if RapidDeploy becomes aware of a Data Incident affecting Personal Data Processed by RapidDeploy under this Agreement. Such notice will include information, to the extent known by RapidDeploy, which may be necessary for Client to comply with applicable Data Protection Laws, and RapidDeploy will provide Client with updates to such information, and assist Client, each as reasonably necessary for Client to meet its obligations under applicable Data Protection Laws. The foregoing obligations to provide cooperation and assistance to identify the cause of a Personal Data incident and to take steps to remediate such incident shall not apply to incidents that are caused by the Client, Users authorized by the Client, or any non-RapidDeploy products or services, provided that RapidDeploy may agree to provide such assistance at the expense of the Client.
- 11. Data Subject Rights.** Each party will promptly notify the other of any communication from a Data Subject or supervisory authority regarding: (i) the Processing of Personal Data under the Agreement; (ii) a party's compliance with the terms of this DPA; or (iii) a Data Subject's exercise of rights under applicable Data Protection Laws. Notifications to RapidDeploy should be sent to legal@rapiddeploy.com and to Client at Client's designated email address. To the extent reasonably necessary given the nature of the party's Processing, each party will use commercially reasonable technical and organizational means to assist the other party in the fulfilment of its obligations in relation to a Data Subject's exercise of its rights under applicable Data Protection Laws, or in connection with any response to Data Subjects or supervisory authorities.
- 12. Assistance.** To the extent necessary in relation to RapidDeploy's Processing of Personal Data hereunder, RapidDeploy will provide reasonable assistance to Client with any data protection impact assessments or any prior consultations with supervisory authority which may be required under applicable Data Protection Laws.
- 13. Information.** Each party will maintain, and RapidDeploy will make available to Client upon reasonable notice (and subject to any applicable requirements or limitations regarding audit timing, access, and/or confidentiality), such information as is reasonably necessary to

demonstrate such party's compliance with the terms of this DPA and the Data Protection Laws.

14. Amendment. In the event a change in applicable data protection law requires an amendment to this DPA, RapidDeploy may upon 30 days prior written notice to Client, update or revise this DPA as and to the extent required by applicable Data Protection Laws. Any amended version of this DPA shall take effect after such 30-day period unless Client provides written notice of its reasonable objections during such period. In the event of reasonable Client objections, the Parties shall negotiate in good faith to amend this DPA to conform to the relevant requirements of applicable Data Protection Laws.

15. Non-Compliance Notice. RapidDeploy will promptly inform Client if, in its opinion, an instruction of Client violates any Data Protection Laws. Further, in the event RapidDeploy (or Subprocessor or other third party to whom RapidDeploy discloses Personal Data) is unable to comply with applicable Data Protection Laws, RapidDeploy shall promptly notify Client and either (i) promptly take all steps necessary to comply with all applicable Data Protection Laws, or (ii) cease Processing Personal Data to the extent not compliant with applicable Data Protection Laws.

Schedule 1 to Data Protection DPA

Description of Processing

PROCESSING INFORMATION

Data subjects

The personal data transferred concern the following categories of data subjects (please specify): Employees, contractors, agents, and representatives of the data exporter authorized to use the Services, as well as members of the public whose Personal Data is provided directly, or indirectly by Client, to RapidDeploy, in connection with the Client or individual's use of the Services.

Categories of data

The personal data transferred concern the following categories of data (please specify):

Identity Data (Personal Data reflecting data subject's identity, e.g. name, ID/driver's license number, gender, date of birth, photo/avatar, username, persistent user identifiers/ID number, biographical information)

Contact Data (Personal Data used to contact a data subject, e.g. email address, physical address, phone number, or usernames/handles for online services)

Device/Network Data (Personal Data relating to data subject's device, browser, or application e.g. IP addresses, MAC addresses, application ID/AdID/IDFA, identifiers from cookies, session navigation history and similar browsing metadata, and other data generated through applications and browsers, including cookies and similar technologies)

Audio/Visual Data (Personal Data contained in connection with audio or visual recordings or other audio/video content.)

Inference Data (Personal Data inferred about personal characteristics and preferences, such as demographics, interests, behavioral patterns, psychological trends, predispositions, or behavior)

Location Data (Personal Data relating to data subject's precise location, such as information collected through a device's GPS, Wi-Fi, or other precise localization service)

Processing purposes

The personal data transferred will be subject to the following basic processing activities (please specify):

- A. **Client Content & Incident Records.** Personal Data included in any Client Content and Incident Records will be processed as follows:
 - a. as necessary for RapidDeploy to provide its contracted services under the Agreement;
 - b. to fulfil the requests of Client and as otherwise necessary in connection with RapidDeploy's contractual obligations to Client;
 - c. as necessary to grant authorized users access to the RapidDeploy service, in connection with processes designed;
 - d. to ensure or support reasonable and adequate security of the RapidDeploy services, networks, and connected systems;
 - e. in connection with client support and account management functions for Client Users;
 - f. in connection with product/service use and performance analysis, feature development and delivery, and usability analysis and improvement;
 - g. to facilitate delivery of the Services (such as tracking entitlements, providing support, monitoring the performance, confidentiality, integrity, availability and

stability of the Services’ infrastructure, and preventing or addressing service or technical issues);

- h. to monitor Client’s usage of the Services to allow RapidDeploy to verify Client’s compliance with the terms of this Agreement and other legitimate interests of RapidDeploy; and
- i. all other uses described in the RapidDeploy privacy policy with respect to the Client Content or Incident Records which apply in the context of Client’s use of the Service.

B. Analytics Data. RapidDeploy may process Client Content, to create, and may otherwise collect and use, Analytics Data which it will use:

- a. to facilitate delivery of the Services (such as tracking entitlements, providing support, monitoring the performance, confidentiality, integrity, availability and stability of the Services’ infrastructure, and preventing or addressing service or technical issues);
- b. in connection with product/service use and performance analysis, feature development and delivery, and usability analysis and improvement
- c. to create De-Identified Data, aggregated analytics, and other information relating to emergency services use, responses, trends, and other analytics or data that RapidDeploy may determine from time to time; and
- d. all other uses described in the RapidDeploy privacy policy with respect to Analytics Data.

Service Level Agreement

Purpose

This document sets forth the Service Level Agreement (SLA) held between RapidDeploy and its Clients and/or prime contractors during the Subscription Term. This Service Level Agreement will include, but is not limited to, the platform (RapidDeploy) and guaranteed uptime thereof, the Client support process as outlined by the RapidDeploy support process, and the escalation processes and details to provide consistent and visible service delivery processes.

Definitions

“Planned Maintenance” means planned downtime of the RapidDeploy platform, as announced by RapidDeploy prior to the Services becoming unavailable.

“Monthly Uptime Percentage” is calculated by subtracting from 100%, the percentage of minutes during the month in which the RapidDeploy services were unavailable due to Severity 1 incidents. Monthly uptime percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion.

“Unavailable” and **“Unavailability”** in the context of RapidDeploy services, means where the platform is unresponsive or unreachable due to a fault or failure of the RapidDeploy technical delivery infrastructure and specifically excludes inability for Client to connect to the platform due to unavailability of Internet connectivity (primary or backup) or any other third-party products or services including, but not limited to, third-party integrations (including ALI), hardware, software, and infrastructure required to access and communicate with RapidDeploy services.

1. Service Reliability:

- a. RapidDeploy shall use proactive and technically appropriate measures to provide an uptime of 99.99% for the RapidDeploy Platform Services for the measurement period and subject to exclusions outlined below in **Section 2**.
- b. For unplanned downtime (an **“Incident”**), RapidDeploy will assign a trouble severity code and priority based on RapidDeploy’s assessment of the Event at the point of trouble identification. RapidDeploy will adjust the trouble severity code based on how the Event proceeds.

Trouble Severity Code	Description	Monitoring	Initial Response Time	Status Update Intervals
Severity 1 - Critical	“Severity 1 Incident” means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the RapidDeploy Services and prevents ability to perform critical functions on the platform, excluding third party integrations. Associated with Client Platform outage or platform unavailability greater than or equal to 50% loss of usability of the system.	24x7x365	15 minutes	30 minutes*
Severity 2 - Serious	“Severity 2 Incident” means a non-catastrophic Event causing a significant component of the RapidDeploy Services to fail or to perform materially different than design, creating significant inconvenience for normal functions but workaround exists to perform critical functions.	24x7x365	2 hours	8 hours*

	Associated with service disruption to multiple users although not necessarily causing major financial or contractual risk to Client.			
Severity 3 - Medium	<p>“Severity 3 Incident” means an Event that: (a) has minimal current impact on Client, and (b) causes a malfunction of a non-essential RapidDeploy Service feature.</p> <p>Minor business impact - individual users affected only.</p>	Business Hours	1 business day	N/A
Severity 4 – Low / Minor	<p>“Severity 4 Incident” means an Event that: (a) has low impact on Client, and (b) causes a malfunction of a non-essential RapidDeploy Service feature.</p>	Business Hours	2 business days	N/A

*For Severity 1 and 2 Events, RapidDeploy will provide continual support until the Event is resolved.

2. Service Level Measurement:

- a. RapidDeploy will measure uptime monthly based on platform uptime outside of all planned mutually agreed maintenance windows.
- b. RapidDeploy will measure platform downtime and unavailability based on Severity 1 incidents only, this includes any emergency downtime for resolution of Severity 1 incidents.
- c. RapidDeploy considers all third-party integrations to be non-essential functions to perform critical functions within the platform.
- d. RapidDeploy will provide availability reports for platform Service Levels within 3 business days following request of such information by Client or Prime Contractor (as applicable).
- e. SLA Exclusions:
 - i. The service level agreement does not apply to unavailability that results from a platform suspension or remedial action, as defined in the Master Agreement
 - ii. Due to factors outside of RapidDeploy’s reasonable control, including any force majeure event, Client internet access, or problems beyond the demarcation point of the RapidDeploy infrastructure
 - iii. Resulting from any actions or inactions of the Client or any third party as can be reasonably determined
 - iv. Resulting from the equipment, software or other technology of the customer or any third party (other than third party equipment within RapidDeploy’s direct control) including third-party maintenance

3. Service Hours:

- a. Service Hours are provided based on US Central Standard Time
- b. Business Hours: 7:00 am to 6:00 pm Monday to Friday, except Public Holidays

- c. 24x7: 24 hours per day, every day
- d. After Hours is defined as any time not included in Business Hours
- 4. Service Requirements:
 - a. **Client Internet Access:** In order to use the Service, a Client must have or must obtain access to the Internet, either directly or through devices that access Web-based content. A Client must also provide all equipment necessary to make and reliably maintain such connection to the World Wide Web, preferably with some failover redundancy provided for.
 - b. **Third-Party Software:** A Client must agree to use software produced by third parties, including, but not limited to "browser" software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by RapidDeploy and to follow secure logon procedures for services that support such protocols. A Client must acknowledge that RapidDeploy is not obliged to notify Clients of any third-party software upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks not owned or operated by RapidDeploy or telecommunications facilities, including, but not limited to, the Internet.
- 5. Client or Prime Contractor Points of Contact:
 - a. Client or Prime Contractor shall identify and designate points of contact who will engage and interact with RapidDeploy support during Client Onboarding.
 - b. Client or Prime Contractor designees will be provided access to RapidDeploy online support tools to log and track service requests.
 - c. If Client or Prime Contractor experiences a Severity 1 incident impacting critical platform functions, that party shall also contact RapidDeploy’s Client support
 - i. by e-mail at support@RapidDeploy.com
 - ii. via telephone at +1(512)-488-6420.
- 6. RapidDeploy Points of Escalation:

	Title	Name	Phone / Email
Customer Support	Support Desk		Tel 512.488.6420 Email Support@RapidDeploy.com
Initial Escalation	Head of Support	Erik Cerbulis	erik.cerbulis@rapiddeploy.com
2 nd Escalation	VP, Customer Experience	Ryan Chandler	ryan.chandler@rapiddeploy.com
3 rd Escalation	Chief Revenue Officer (CRO)	Dami Bullock	dami.bullock@rapiddeploy.com

- a. Escalation Details: All incidents and requests will be escalated as per the relevant severity classification only once a service ticket has been issued.

- b. Once an incident has been logged with the RapidDeploy Service Desk, it is allocated the appropriate service level, Severity and/or category of service. This allocation dictates the way the incident's lifecycle will be addressed.
7. Support Process:
- a. The support process starts when the Client has submitted a support request and RapidDeploy has opened a new a service ticket. All support actions, metrics and escalations will be linked and recorded against by the service ticket.
 - b. Once a service ticket has been assigned, Tier 1 support will review the support request and assign the appropriate Severity, service level criteria and request type. If the request type is either a bug requiring technical assistance or a new feature request, the service ticket is passed to the development management team for assessment, prioritization and scheduling as part of the development delivery process.
 - c. If the service ticket is for either a non-technical bug or general support request, the service ticket is then assigned to Tier 1 support for resolution. At this point the ticket will be subject to SLA timelines for initial response and updates. RapidDeploy will escalate beyond Tier 1 support as needed to resolve the incident in a timely manner.
 - d. During assessment of and on completion / resolution of the service ticket, the Client will be provided with a resolution progress and feedback pertaining to their request.
 - e. Training on the support process and usage of RapidDeploy support tools will be provided during Client onboarding.
8. Support Responsibilities: RapidDeploy shall –
- a. correct all Incidents in accordance with the required times and other terms and conditions set forth in this SLA, including by providing defect repair, programming corrections, and remedial programming;
 - b. provide online access to technical support bulletins and other user support information and forums, to the full extent RapidDeploy makes such resources available to its other customers; and
 - c. respond to and resolve all support requests as specified in this SLA.
9. Change Control / Release Management:
- a. **Service Interruptions and Advance Notice:** RapidDeploy will provide Client or Prime Contractor (as applicable) with at minimum 72 hours advance notice via email of all planned maintenance activities resulting in any service interruptions including any possible interruptions that may have a direct impact on RapidDeploy Service. RapidDeploy shall, where reasonably practicable, give to the Client at least 5 business days prior written notice of Scheduled Maintenance that is likely to affect the availability of the Services or is likely to have a material impact upon the Services; and RapidDeploy shall, where reasonably practicable, give to the Client at least 2 business days prior written notice of Unscheduled Maintenance that is likely

- to affect the availability of the Services or is likely to have a material impact upon the Services, but due to its nature, no notice is required for Emergency Maintenance.
- b. **Implementation of Updates/Maintenance:** RapidDeploy will execute any planned maintenance within the RapidDeploy service in a professional manner and Client or Prime Contractor shall be notified when maintenance activities have been completed.
 - c. **Emergency Maintenance:** RapidDeploy shall perform emergency maintenance as necessary and will, if possible, give advance notice to Client or Prime Contractor. "Emergency" shall mean that RapidDeploy has become aware of a problem that, if an immediate remedy is not implemented, will prevent RapidDeploy from continuing to support and provide the elements and aspects of the RapidDeploy Service. Emergency downtime outside of the maintenance window will be counted as unscheduled downtime in determining whether RapidDeploy has achieved its service uptime goal.

Hardware Requirements

PSAP Contact Center Computer Requirements

- Operating System:
 - Windows 7/8/10
 - OS X 10.10: Yosemite
- Web Browser: HTML5 Google Chrome (latest version)
- Monitors
 - Screen Size: 21 Inches (23/24 inches Preferred)
 - Screen Resolution: 1080p (Full HD)
 - Screen aspect ratio: 16:9
 - Minimum Monitors: 1 (at least 2 preferred)
- Hardware:
 - Processor: i3 (i5 processor preferred)
 - RAM: 4GB (8GB preferred)
 - Hard drive: 128GB (Solid State Drives preferred)
 - Graphics card: support for two monitors or more
- Connectivity:
 - Physical connection to Local Area Network is recommended
 - 1.5 Mbps per workstation is recommend with a minimum of 5 Mbps per PSAP

RapidDeploy Mobile Application Requirements

- Android Devices
 - Samsung with DeX capability preferred
 - Android version 5.0
 - CPU 1.2GHz
 - Screen Size 5" (minimum)
 - Screen Resolution 480x800
 - Google Play Services (original, un-altered)
 - Rear camera
 - Global Positioning System
 - Phone and SMS capabilities
 - Access to public and FirstNet internet services

- iOS Devices
 - iOS Apple (iPhone 5S or Higher)
 - CPU 1.3Ghz Dual Core (Cyclone, ARM v8-based)
 - Screen Size 4" (minimum)
 - Screen Resolution 640x1136
 - Rear camera
 - Global Positioning System
 - Phone and SMS capabilities
 - Access to public and FirstNet internet services
- Mobile Data Computer Devices
 - Operating System:
 - Windows 10
 - OS X 10.10: Yosemite
 - Web Browser:
 - HTML5 Google Chrome (latest version)
 - Monitors
 - Screen Size: 14" (minimum)
 - Screen Resolution: minimum 1360x768
 - Screen aspect ratio: 16:9
 - Minimum Monitors: 1
 - Hardware:
 - Processor: i3 (i5 processor preferred)
 - RAM: 4GB (8GB preferred)
 - Hard drive: 128GB (Solid State Drives preferred)
 - Connectivity:
 - Access to public and FirstNet internet services. Support at minimum 3G wireless speeds and recommended 4G/LTE
 - 1.5 Mbps per workstation is recommend with a minimum of 5 Mbps per PSAP

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AT&T Responsibilities

AT&T will be responsible for executing the following activities. Activities not expressly included in this SOW are outside the scope of this project.

Project Management

In support of the Services for this Project, AT&T shall assign a designated AT&T Project Manager (“AT&T Project Manager”) to interface directly with the Customer Project Manager.

The AT&T Project Manager’s responsibilities are as follows:

10. Serve as the primary interface to the Customer SPOC.
11. Coordinate the Site installation priorities and the installation schedules with the Customer SPOC. The AT&T Project Manager will build a Project timeline draft and submit to the Customer via hardcopy or electronic format. Installation dates may vary if network connectivity is being installed and coordinated as part of this Project. Customer and AT&T will mutually agree to the Project timeline.
12. Function as the escalation focal point for issues that may arise under this SOW.
13. Provide, at the Customer’s written or oral request, status updates as to the progress of the Services provided under this SOW. These updates will be provided via email or telephone conversations.
14. Conduct a formal Project kick-off meeting and review the SOW and associated Services. The AT&T Project Manager will work with the Customer to create a communication plan that identifies both AT&T and Customer resources required for the Project.
15. Participate and coordinate weekly status and Project planning meetings as required. The audience for such status meetings may include AT&T personnel, third party vendors or Customer determined team members.
16. Develop, manage and track Project schedules and all change control processes. Please reference the Change Control Process section of this SOW.
17. Develop and maintain any contact list, communication plan as well as track and monitor prioritized action items and issues list.
18. Process and track Equipment procurement orders as required.
19. Coordinate schedules and work with AT&T and Customer personnel to determine readiness of each facility for receipt of Services and/or Equipment.
20. Manage Test and Turn-up activity, and coordination of network service providers and Equipment provider(s) associated with the Equipment and the network connectivity.

Solution Design

A Pre-planning and/or Call Flow Session will be convened with the Customer to discover and share relative information concerning the Project before the work is started. Information discovered during this session will be used during the configuration and testing portions of the Project.

During the Pre-planning and/or Call Flow Session, AT&T and the Customer SPCO will review the following items in preparation for the Project:

- Site Review - The Customer Sites will be reviewed, emphasizing equipment location and power requirements, potential data backup facilities, and cut-over requirements set forth by the Customer.
- Current Network Design - The current network infrastructure and IP addressing scheme will be reviewed for compatibility with the planned system implementation and adjusted or changed if deemed necessary.

Equipment and Services Procurement

The Customer will procure the Equipment and Services to be used for the Project from AT&T. The Equipment Order List (“EOL”) can be found in Appendix C. The Equipment and Services are subject to change based on the final Customer-provided installation Site list and final engineering confirmation. In the event of changes, Customer will inform AT&T in writing of the requested change per the Change Control Process outlined in this SOW. AT&T will process the Equipment and Service orders from the Customer based on the new configuration and shall invoice Customer for the actual Equipment and Services purchased.

Equipment will be shipped to an AT&T staging facility or Customer site at AT&T’s discretion. If applicable, shipping costs from the AT&T staging facility to the Customer Sites are a Customer responsibility. Equipment and Services will be sold to Customer at the prices noted in the executed AT&T Pricing Schedule. Unless otherwise noted, all Equipment and Services are for use by Customer.

Installation

AT&T will manage the following installation activities:

1. Provide Customer all power and environmental requirements for all Equipment in advance of installation.
2. Confirm with Customer that any site readiness tasks have been completed and the required circuits are provisioned and operational.

3. Verify network and system configuration with Customer SPOC prior to on-site installation.
4. Unpack, inventory and inspect AT&T provided Equipment at the Customer installation Site.
5. Install/rack mount and connect the Equipment into the Customer's existing racks and/or wallboards. Customer must ensure appropriate Equipment racks are located at the agreed upon demarcation points.
6. Provide remote technical support for the AT&T on-site engineer and/or technician during the installation, migration, cutover and implementation testing.
7. Configure and install all Equipment listed in Appendix C at Customer Site(s) as described in the Project Overview section of this SOW.
8. Troubleshoot and replace hardware failures of new Equipment relating to the installation / upgrade of the AT&T provided product.
9. Gather final equipment configurations, serial numbers, drawing mark-ups, and other "as-built" records to forward to on-going support teams (9-1-1 Resolution Center, Global Network Operations center, etc.).

Test and Turn-up

AT&T will manage the following Test and Turn-Up functions applicable to each Site after the Equipment installation (if applicable).

Test and turn-up functions include:

1. Testing Phases
2. Defect Severity Definition
3. Entry/Exit Criteria

Customer Responsibilities

For AT&T to successfully implement the activities outlined within this SOW, the Customer is responsible for providing the following to ensure the Project is completed on time and within financial limitations:

1. Provide a Customer Project Manager and contact information. This is the Customer's Single Point of Contact ("SPOC") and shall act as the primary interface for the AT&T Project Manager. This individual shall have decision-making authority regarding day-to-day management of the project. This individual shall also be responsible for defining any additional Customer requirements, ensuring Site readiness and implementing any adds, changes or deletions in Equipment and/or facilities for each Site prior to installation of the proposed solution. Customer will promptly notify AT&T if it changes the designated SPOC.
2. Designate a technical point-of-contact that has detailed knowledge of the Customer's network as well as policies utilized.
3. Provide authorized personnel on-site during Equipment installation, Test and Turn-up.
4. Keep AT&T informed of any information or changes, which may affect AT&T's performance of Services or require a change request in the scope.
5. Provide AT&T with reasonable access to Customer premises (including wiring closets) during Normal Business Hours as needed and shall provide office space to include desks, chairs, as well as access to printers, copiers and phone lines while on-site at no charge. In addition, AT&T may conduct the research and other work from a remote location.
6. For each Site to be deployed, provide local site contact name, telephone number, address, and email for both a primary and backup local site contact. This is to facilitate local scheduling issues, Equipment delivery confirmation, and other Site-specific details. These individuals are accountable to provide any special Site access clearance, escort, safety training or information required. The local site contact shall interface with other organizations as required. This information is to be provided to the AT&T Project Manager for each Site.
7. Provide the AT&T Project Manager a minimum of ten (10) business days' notice for scheduling Equipment Installations. Cancellation or rescheduling with less than five (5) business days' notice may be subject to AT&T's Reschedule/Cancellation Charges
 - a. Normal Business Hours (NBH): \$179.00/Hour
 - b. after Normal Business Hours (aNBH): \$268.50/Hour
 - c. AT&T Designated Holidays: \$358.00/Hour
8. Provide an adequate secured storage area on Customer Site for Equipment for the duration of the Project.

9. Responsible for connecting and configuring any customer provided equipment that requires a CAD spill (AT&T will provide a minimum of (three) 3 - 6 ft. serial cables with the CAD spill data as may be required). It is the responsibility of the customer's vendors (CAD / Voice Recorder / Radio, etc...) to terminate the CAD spill to their equipment and make any necessary configurations to their CPE. AT&T and its Vendor Partners will work with all Customer vendors as necessary to work through issues incurred during or after cutover to the proposed PSAP equipment.
10. Provide a locally assessable #6 ground wire connection to terminate to the 9-1-1 equipment and rack.
11. If applicable; provide a minimum of a 4x4 plywood backboard for equipment mounting if one is not already available as needed.
12. Provide a signature sign-off (see Site Acceptance Form, Appendix A) as concurrence of Site completion for each Site where AT&T has provided Services under this SOW.
13. Provide a list of users, security levels and access privileges. Define the system administration, security policies and any other special requirements to be implemented in the Equipment.
14. As specified for each Site, ensure that proper environmental conditions specified by product manufacturer are in place. This includes but is not limited to adequate power and grounding. AT&T shall not proceed with the Equipment installation until Customer has made such modifications and changes as required.
15. Facilitate the Interface with Customer's equipment vendors during the installation and testing to make network changes required to make the equipment & services operational. For example: engage Voice Recorder, CAD, Mapping or Radio vendor as needed.
16. Complete all requirements for proposed system connectivity to the first installation date:
 - a. Raceways, boring and cutting, trenching, conduits, variances and rights of way required for installation.
 - b. Network service (LEC and IXC).
 - c. Network demarcation.
 - d. MDF demarcation (includes documentation).
 - e. Customer private network (e.g. LAN/WAN or privately provided facilities).
 - f. Provide/implement/deploy/test all structured cabling (Category-5, fiber, etc.) and required components including but not limited to cabling patch panels and patch cords, power, UPS.
 - g. Provide hard-wired receptacles for each of the components, power strips and/or uninterruptible power supplies at each Site.

- h. Extend demarcation point(s) to within six feet of the Equipment installation location(s)
- 17. Assume sole responsibility for the condition and/or readiness of Cable Plant or its ability to transport or sustain proper electrical and optical data signals as required by the operational specification requirements for the Equipment. Verify all distance and interference limitations of interface cables to be used and that all necessary cabling, power and grounding is delivered and installed prior to the installation date.
- 18. Update the configurations of those devices and sites that are not identified in this SOW that must communicate to the Equipment deployed as part of the Services provided in this SOW to ensure proper connectivity in addition to installing and verifying the operation of all equipment not provided by AT&T.
- 19. Interface with Customer's network vendors during the installation and testing to make network changes required to make the data/voice network operational. For example: order, install and test all non-AT&T data and voice circuits prior to the installation date.
- 20. Provide remote access to the Customer network via VPN.
- 21. Assume sole responsibility for all existing data files and/or file structures, their storage, backup, and recoverability.
- 22. Ensure all legacy equipment used for redeployment is operational and satisfies the requirements for this project. Customer assumes complete responsibility associated with troubleshooting and/or failure of any legacy equipment as it relates to this project.
- 23. Validate that legacy equipment related to Services provided in this SOW, has appropriate software levels, sufficient memory and hardware modules to support the new Customer network design requirements.
- 24. Provide all cabling required connecting downstream local area network devices to the Equipment.
- 25. Removal of Equipment packaging materials/trash.
- 26. The Customer is required to provide a safe work environment and ensure that all Customer Responsibilities have been met or will be completed by the agreed upon date. The Customer must be prepared and have appropriate staff designated to test and accept service on mutually agreeable due dates.

Site Preparation Delays

AT&T will negotiate a Project schedule with all parties to enable service completion as close to the Customer's desired date as possible, HOWEVER, any changes to plans or any delays associated with site preparation can have a corresponding impact to the service delivery date.

Customer Site Not Ready

The Customer must have their site ready by the negotiated ready date to avoid any delays in providing the requested service. If delays are anticipated, the Customer should contact their AT&T Project Manager (PM) as soon as they are aware of the problem, to allow for work forces to be re-scheduled.

What to Expect During the Site Visit

In order to facilitate a successful Site Survey, please review the following recommendations:

- On the date of the Site Survey, the SPOC must be on site to assist the AT&T representatives with the Site Survey.
- After the Site Survey is completed, it is critical that the SPOC addresses all site requirements in a timely manner; otherwise the order could be delayed.
- After the Customer has remedied any and all needed site requirement issues identified during the site visit, the Customer must notify the AT&T Project Manager that the work is complete.

LAN Security Policy

AT&T requires that all devices connected to the AT&T provided Firewall interfaces must be agreed upon by both the Customer and AT&T. This agreement is intended to protect the integrity of the 9-1-1 equipment and to limit security risks that come with connecting the 9-1-1 LAN to outside entities.

AT&T maintains a strict policy ("PSAP Network Security Policy") that it will install 9-1-1 equipment only in a secure PSAP LAN. In the event customer connects outside unauthorized devices to the 9-1-1 LAN, and the PSAP LAN is infected or damaged as a result of such actions, AT&T will provide repair services for the PSAP 9-1-1 equipment, which will be billed on a time and material basis at AT&T's then-prevailing rates.

Project Governance

Change Control Process

- AT&T and Customer will manage all changes to this SOW through a written change request process ("Change Control Process"). Either Party must submit change requests to the SOW document in writing via form at Appendix B.
- The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the Terms and Conditions, pricing, performance schedule, or all. Once agreed, both parties must execute the document.

Approval and Acceptance

AT&T shall present Site Acceptance Form (Appendix A) to Customer for signature upon completion of the Service(s), by site or by Project as the Parties may agree. Customer shall have five (5) business days from receipt of the Site Acceptance Form to execute it or notify AT&T in writing of its reasons for rejection ("Rejection"). In the event there is no response from Customer within the five (5) business days, the Services shall be deemed Accepted. In the event of a Rejection, AT&T shall address the issue(s) within ten (10) business days of receipt of the Rejection notice and will then resubmit the Site Acceptance Form per the above process. Time to address any quality of service or re-work issue(s) may be extended by mutual consent of the Parties; however minor discrepancies in Installation or Implementation shall not serve to delay Acceptance.

Project Contacts

Customer:

Name	Title	Phone	Email
Dina Walker	911 Coordinator	(407) 665-5911	mwalker@seminolecountyfl.gov
Miranda Wagner	911 Systems Support Coordinator	(407) 665-5910	mwagner@seminolecountyfl.gov

AT&T:

Name	Title	Phone	Email
Jennifer Downs	Application Sales Consultant	(601) 825-8116	Jd236u@att.com
Silvia Diaz	Technical Sales Consultant	(561) 568-3975	sd5805@att.com
Katie Gagnon	9-1-1 Service Executive	(904)629-5278	kc862d@att.com
Brian Doss	ATT Tech	(904)629-5278	bd0350@att.com
David Branson	ATT Tech	(407)718-7089	db6983@att.com

Assumptions

This SOW, including but not limited to the rates and charges, is based on the following assumptions. If any of these assumptions are found to be inaccurate or invalid, AT&T shall provide Customer with the changes to the scope, tasks, deliverables or terms and conditions of this SOW via the Change Control Process described in this SOW.

1. Customer will assume responsibility for management and maintenance of the Equipment upon completion of the Services provided in this SOW.
2. Customer will comply with all responsibilities identified in the Customer Responsibilities section herein. In addition, Customer takes full responsibility and liability for the accuracy of all information supplied to AT&T by Customer and/or its representatives upon which AT&T relies on in the performance of this Agreement.
3. All changes or amendments to this SOW will be mutually agreed to in writing per the Change Control Process and signed by the authorized representatives of both parties upon final presentation. AT&T will not perform any out of scope changes without prior written authorization and approval from the Customer’s authorized contact.
4. Unless otherwise described within this SOW, no assumptions are made regarding existing power backup systems. Customer should evaluate the impact a power failure may have on end-user abilities to place and receive phone calls, including access to emergency services.
5. AT&T will not move or un-rack any existing equipment for this Project unless otherwise noted in this SOW.
6. The following services are not covered under this SOW:
 - a. Support or replacement of Equipment that is altered, modified, mishandled, destroyed or damaged by natural causes, or damaged due to a negligent or willful act or omission by Customer or use by Customer other than as specified in the applicable AT&T-supplied documentation.
 - b. Services for non-RapidDeploy products or services not identified in this SOW.
 - c. Any upgrade not identified in this SOW but required to run new or updated software.
7. Some remediation not specifically provided as a component of AT&T’s proposed solution that are identified as a result of the site surveys will be the responsibility of the Customer and additional charges may apply.
8. The Customer will inform AT&T of any potential hazardous material location (asbestos, lead paint, etc.)

APPENDIX A: SITE ACCEPTANCE FORM

CUSTOMER NAME: _____

PROJECT NAME: _____

Quantity	Services Description or Location	Completion Date

Customer Acceptance:

(Authorized Representative) _____

(Typed or Printed Name) _____

(Title) _____

(Date) _____

APPENDIX B: CHANGE REQUEST FORM

Change Request #:		Date of Request:	
AT&T Requestor:		Project Tracking #:	
Title:		Change Priority:	
Nature of the Change Request:			
(Please list specific details explaining the Change):			
To be completed by the Project Manager:			
Impact of Change on the Project (Project time, delivery date, pricing, work orders, etc.):			
[Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other]			
Notes or Additional Information:			
Additional charges for changes requested (if applicable)			

CUSTOMER	AT&T
By: _____ (Authorized Agent or Representative)	By: _____ (Authorized Agent or Representative)
_____	_____
(Typed or Printed Name)	(Typed or Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

APPENDIX D: Pricing

AT&T		AT&T PSAP Solutions RapidDeploy NG9-1-1 Bundle					
A Quotation for				Quotation Information			
911 Agency: Seminole County, FL Contact: Dina Walker Email: mwalker@seminolecountyfl.gov Phone # : 407-665-5911				Quote Date : 8/9/2024 Quote Expiration Date: 10/8/2024 911 Application Sales Executive: Jennifer Downs 911 Technical Sales Consultant: Silvia Diaz			
Line #	Part #	Description	Qty.	Unit Price MRC	Extended Price MRC	Unit Price NRC	Extended Price NRC
AT&T Rapid Deploy							
1	RPD-AC-001	RapidDeploy NG9-1-1 Bundle PSAP Mapping and PSAP Analytics per call-handling position license per month.	50	\$ 512.00	\$ 25,600.00	\$ -	\$ -
2	VEP-AGG	Subscription to DATAMARK VEP Aggregator Two Aggregator Administrator Users	1	\$ 1,833.33	\$ 1,833.33	\$ -	\$ -
3	VEP-VAL	Subscription to DATAMARK VEP Validator One Administrator User, Two Validator Users	1	\$ 1,666.67	\$ 1,666.67	\$ -	\$ -
4	DATA-HOSTING	DATAMARK GIS Data Hosting SaaS Solution	1	\$ 5,601.67	\$ 5,601.67	\$ -	\$ -
5	VEP-UPLOAD	DATAMARK Automated VEP Upload Solution	1	\$ 41.67	\$ 41.67	\$ -	\$ -
6	PRO-SVCS-ASSESS	Boundary Assessment Facilitation Neighboring Counties (4): Volusia, Brevard, Orange, Lake	1	\$ -	\$ -	\$ 22,500.00	\$ 22,500.00
7	PRO-SVCS-CONFIG	Automated Upload Setup and Configuration	1	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00
8	ATTSVCS	PCs, Monitors, Pro Svcs	76	\$ -	\$ -	\$ 1,500.00	\$ 114,000.00
				TOTAL MRC	\$ 34,743.33	TOTAL NRC	\$ 141,500.00
				First Year Total:	\$ 558,420.00		
				Year 2 Total:	\$ 416,920.00		
				Year 3 Total:	\$ 416,920.00		
				Year 4 Total:	\$ 416,920.00		
				Year 5 Total:	\$ 416,920.00		
				5 Year Total Cost:	\$ 2,226,100.00		
Note: Pricing is based on a 60 month agreement.							

APPENDIX E: SITE LIST

Location	Address	City	State	Zip

APPENDIX F: AT&T DESIGNATED HOLIDAYS

AT&T Designated Holiday	Date Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 3
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Day	December 25

Customer Acknowledgement

This Scope of Work between AT&T and **Seminole County E911 Administration** shall become effective when signed by authorized representatives of both parties and provides detailed information and considerations that must be taken into account for successful implementation of the solution within the Customer's network.

Customer, by signing below, (i) indicates that the Statement of Work has been read and the terms outlined within have been accepted.

Seminole County E911 Administration

AT&T

By: _____
(Authorized Agent or Representative)

By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)