MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**") is entered into as of **07/20/2021** by and between SOMA Global, Inc., a Delaware corporation ("**SOMA**", "**we**" or "**us**") and the City of Rialto, a California municipal corporation ("**Client**" or "**you**"). SOMA and Client are referred to herein as the "**Parties**" and, each, a "**Party**".

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Documentation" means the applicable Service's documentation, and its usage guides and policies, as updated from time to time and provided to You.

"Malicious Code" means code, files, scripts, corrupted files, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Non-SOMA Application" means a web-based, mobile, offline, or other software application that is provided by You or a third party and is linked, connected, or used in conjunction with a Service, including any application that is developed by or for You that is not provided by Us.

"Order Form" means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us, including any addenda and supplements thereto.

"Services" means Our Public Safety as a Service Platform, including the modules embedded therein and to which You have purchased a subscription pursuant to an Order Form. "Services" exclude Non-SOMA Applications.

"User" means an individual who is authorized by You to use a Service, for whom You have purchased a subscription, or to whom You (or, when applicable, Us at Your request) have supplied a user identification and password. Users may include Your employees, consultants, contractors, agents, and other third parties with which You transact business.

"Your Data" means electronic data and information, including personal data, transferred by or for You during Your use of the Services.

2. OUR RESPONSIBILITIES

2.1 Provision of Services. We will (a) make the Services available to You pursuant to this Agreement and the applicable Order Forms, (b) provide applicable SOMA standard support for the Services to You at no additional charge and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice to the extent practicable) and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-SOMA Application, denial of service attack or other interference caused by third party malicious interference.

2.2 Protection of Your Data. We will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Your Data. Those safeguards will include, but will not be limited to, measures designed to prevent access, use, modification, or disclosure of Your Data by Our personnel except (a) to provide the Services and prevent or address service or technical problems, (b) to improve our Services, (c) as compelled by law in accordance with Section 7.3 (Compelled Disclosure) below, or (d) as You expressly permit in writing. You are solely responsible for complying with any applicable laws and regulations regarding the processing or transferring of Your Data while using the Services.

2.3. Our Personnel. We will be responsible for the performance of Our personnel (including Our employees) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

2.3. Professional Services. To the extent an Order Form contemplates the provision of implementation, configuration, migration, or other services to be provided by Us (such services, "**Professional Services**"), such Professional Services shall be provided in accordance with the terms set forth in the applicable Order Form. We retain ownership of all work product resulting from Our provision of Professional Services ("**Services Work Product**") and hereby grant You a non-exclusive, non-assignable, non-sublicensable license to use such Services Work Product in connection with, and for the duration of, your subscription to the Services.

3. USE OF SERVICES

3.1 Subscriptions. Services are purchased as subscriptions and are not sold to you. Your right to use the Services are set forth in an Order Form. Order Forms may be amended only in a writing signed by authorized representatives of each Party.

3.2 Usage Limits. Services are subject to the usage limits set forth in the Order Form. If You exceed a contractual usage limit, You will be assessed a surcharge in accordance with the rates set forth in the applicable Order Form.

3.3 Your Responsibilities.

    (a) You shall ensure all use of the Services by You or Your Users complies with this Agreement, the Documentation, any Order Forms and all applicable laws, rules, and regulations.

    (b) You are solely responsible for the accuracy and quality of Your Data, and warrant that the transmission of Your Data for use by Us as contemplated in this Agreement complies with all applicable data privacy laws and regulations.

    (c) You shall use commercially reasonable efforts to prevent unauthorized access to or use of Services and will notify Us promptly of any such unauthorized access or use.

    (d) You will not (i) make any Service available to, or use any Service for the benefit of, anyone other than You or Users, unless expressly stated otherwise in an Order Form or the Documentation; (ii) sell, resell, license, sublicense, distribute, make available, rent or lease any Service to third parties; (iii) attempt to gain unauthorized access to any Service or its related systems or networks or circumvent any usage limits; (iv) copy a Service or any part, feature, function or user interface thereof except for internal use only as expressly permitted herein or in an Order Form or the Documentation; (v) frame or mirror any part of any Service externally; (vi) use any Service in order to build a competitive product or service or attempt to reverse engineer any Service; (vii) introduce any Malicious Code to the Services or use the Services to distribute any Malicious Code; or (viii) remove any copyright, trademark or other proprietary rights notices contained in or on the Services. Any use of the Services in breach of this Agreement, Documentation or Order Forms by You or Users that in Our judgment threatens the security or availability of Our services may result in Our immediate suspension of your right to access the Services. We will use commercially reasonable efforts to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

3.4 External-Facing Services. If You subscribe to a Service for sending electronic messages or for the creation and hosting of, or for posting content on, external-facing websites, such use is subject to prohibited material and actions, as may be applicable to a Service, and You are solely responsible for complying with applicable law in Your use of any cookies or other tracking technologies.

3.5 Removal of Your Data. If We receive information that Your Data may violate applicable law, regulation or third-party intellectual property rights, We will notify You in such event, and You will promptly remove such data from the Services. If You fail to remove such data from the Services following a notice, or if we reasonably determine that such data must be removed immediately without notice, We may remove such data ourselves.

4. NON-SOMA PROVIDERS

Non-SOMA Applications may be used in conjunction with the Services in accordance with the terms herein. We do not support Non-SOMA Applications and are not responsible for the functionality or interoperability of Non-SOMA Applications with the Services, unless we have provided an interface to the Non-SOMA Application. If You use a Non-SOMA Application with a Service, You grant Us permission to access your account with a Non-SOMA Application and allow the Non-SOMA Application and its provider to access Your Data, as applicable. We are not responsible for any disclosure, modification or deletion of Your Data resulting from access or use by any Non-SOMA Application or its provider, if our interface did not contribute to the cause of the disclosure, modification, or deletion of your Data. We may cease supporting the interoperability of the Services with any Non-SOMA Application at any time.

5. FEES

5.1 Fees. You will pay all fees specified in Order Forms ("**Fees**"). Except as otherwise specified herein or in an Order Form, (i) Fees are based on Services subscriptions purchased and not actual usage (except for usage surcharges set forth in an Order Form), (ii) payment obligations are non-cancelable and Fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term without Our prior written consent.

5.2 Payments. You will pay the Fees in accordance with the payment schedule contemplated in the Order Form. If You provide credit card information to Us, You authorize Us to charge such credit card for all Fees for the initial subscription term and any renewal subscription term. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3 Late Payments. If any invoice is not paid within 30 days from the date of the invoice, a late interest at the rate of 10% of the outstanding balance per annum or the maximum rate permitted by law, whichever is lower, will begin to accrue immediately. We reserve the right to condition future renewals and Order Forms on different payment terms. We may also accelerate any unpaid Fees and cause such Fees to become immediately due and payable and/or suspend Your access to Services until such amounts are paid in full. We will give You at least 10 days' prior notice that Your account is overdue before suspending Services.

5.4 Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

6. PROPRIETARY RIGHTS

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all of Our rights, title and interests in and to the Services and Services Work Product, including all related intellectual property rights therein. We reserve all rights not expressly granted to You hereunder.

6.2 License to Host Your Data. You grant Us, Our Affiliates and Our contractors a worldwide, non-exclusive, limited license to host, copy, transmit and display Your Data as reasonably necessary for Us to provide the Services in accordance with this Agreement.

6.3 License to Use Feedback. You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our and/or Our Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services.

6.4 Federal Government End Use Provisions. We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under this Agreement, it must negotiate with Us to determine if there are acceptable terms for granting those rights.

7. CONFIDENTIALITY

7.1 Confidential Information. "**Confidential Information**" means all information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services; and Confidential Information of each Party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information. The Parties understand and Agree that this Agreement and any Order Form entered into between the Parties are not considered Confidential Information.

7.2 Permitted Use. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside

the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Either Party may disclose the terms of this Agreement or any Order Form to any third party without the other Party's prior written consent, . In addition, either Party may disclose the terms of this Agreement to actual or potential acquirers, lenders or other sources of capital. We may also disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-SOMA Application provider to the extent necessary to perform Our obligations to You under this Agreement.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8. REPRESENTATIONS & WARRANTIES

8.1 Both Parties. Each Party represents and warrants that (a) it has the necessary power, authority and legal right to enter into and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation on such Party, fully enforceable against it.

8.2 Our Warranties. We warrant that (a) We will not materially decrease the overall security of the Services without prior notice to You, (b) the Services will materially perform in accordance with the applicable Documentation, (c) We will not materially decrease the overall functionality of the Services, and (d) We will perform the Services and any other obligations hereunder in a professional and diligent manner in accordance with all applicable laws, regulations and rules. Your exclusive remedies for any breach of the warranties in this Section are those described in Section 11.3 (Termination) and Section 11.4 (Effects of Termination).

8.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. OTHER THAN AS EXPRESSLY STATED HEREIN, IN NO EVENT ARE WE LIABLE FOR ANY LOSS OF YOUR DATA, NOT CAUSED BY SOMA'S NEGLIGENCE OR WILLFUL MISCONDUCT.

8.4 Perfomance. Specific to this Project, SOMA agrees to implement SOMA Dispatch, SOMA Records, and SOMA Mobile, and achieve Go-Live sign off, within 12 months of contract signing. In the event Go-Live sign off goes more than 30 days past these 12 months, providing there are no delays caused by the City or circumstances outside the

reasonable control of SOMA, SOMA agrees to incur a penalty of $1000 per day past the aforesaid deadline. Any days the project is delayed before Go-Live, due to the City of Ontario, shall be added to the 12-month timeline in favor of SOMA. Any accumulated penalties will be applied toward the next year of PSaaS Fees due to SOMA.

9. INDEMNIFICATION

9.1. Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that any Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense, and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about a potential infringement or misappropriation claim related to a Service, We may in Our sole discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under "SOMA Warranties" above, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid Fees. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from (x) Your Data or a Non-SOMA Application, (y) Your use of the Services in violation of this Agreement, the Documentation or applicable Order Forms, or (z) your customization or configuration of the Services or any customization or configuration of the Services provided by Us at your direction.

9.3. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, TORT OR COVER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR LOSS OF PROFITS, DATA, BUSINESS, OR GOODWILL, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL NOT APPLY IN CONNECTION WITH GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR A BREACH OF CONFIDENTIALITY OBLIGATIONS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF A PARTY EXCEED THE TOTAL FEES PAID BY YOU FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT (I) YOUR AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT"

SECTION ABOVE OR (II) EITHER PARTY'S LIABILITY FOR MISAPPROPRIATION OR INFRINGEMENT OF THE OTHER PARTY'S TECHNOLOGY OR INTELLECTUAL PROPERTY RIGHTS. THE FOREGOING LIMITATIONS APPLY EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be effective as of the data signed by the Parties below and continues until all subscriptions and Order Forms have expired or have been terminated.

11.2 Term of Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either Party gives the other notice of non-renewal at least 60 days before the end of the relevant subscription term.

11.3 Termination. A Party may terminate this Agreement with or without cause (i) upon 30 days' written notice to the other Party , or (ii) immediately if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4 Effects of Termination. If this Agreement is terminated by You in accordance with Section 11.3 (Termination), We will refund You any prepaid but unused Fees. If this Agreement is terminated by Us in accordance with Section 11.3 (Termination), You will pay all Fees incurred until the effective date of termination. Early termination shall not relieve You of Your obligation to pay Fees for the period prior to the effective date of termination. Upon Your request made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download as provided in the Documentation in Microsoft SQL format. After such 30-day period, We are not obligated to maintain or provide Your Data to You in Microsoft SQL format, and will delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, except in accordance with any bona fide document retention policies or to comply with applicable law.

12. MISCELLANEOUS

12.1 Surviving Provisions. Section 1 (Definitions), Section 5.1 (Fees), Section 5.2 (Payments), Section 6.1 (Reservation of Rights), Article 7 (Confidentiality), Section 8.3 (Disclaimers), Article 9 (Indemnification), Article 10 (Limitation of Liability), Section 11.4 (Effects of Termination), and this Article 12 (Miscellaneous) shall survive any termination or expiration of this Agreement.

12.2 Notice. All notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day upon signed receipt of mailing, or (c) the day of sending by email. Notices related to any breach of this Agreement must be sent by methods (a) or (b) only.

12.3 Governing Law. This Agreement and any Order Form shall be governed by the laws of the U.S. state in which You are located, without regard for its conflict of laws rules.

12.4 Export Compliance. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

12.5 Anti-Corruption. You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You must promptly notify us.

12.6 Entire Agreement. This Agreement (including each Order Form entered into hereunder and the Documentation referenced herein) is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties. In the event of any conflict among this Agreement, an Order Form, or the Documentation, the Agreement shall take precedence over an Order Form and the Documentation, and an Order Form takes precedence over the Documentation.

12.7 Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, We may assign this Agreement in its entirety (together with all Order Forms), without Your consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

12.8 Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

12.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

[*Signature Page Follows*.]

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date first written below.

Client	SOMA Global, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

City of Rialto Police Department

CAD, Mobile and Law RMS Replacement Project

Statement of Work

v06.04.2021

Contents

Introduction

SOMA Global, in partnership with the City of Rialto Police Department (the "Agency"), will implement a modern public safety, cloud-native software-as-a-service (SaaS) platform that aligns with the operational goals of the Agency.

This Statement of Work (SOW) defines the services and deliverables that SOMA will be providing in accordance with the terms and conditions of the applicable:

1. SOMA Service Order,
2. SOMA Master Subscription Agreement, and
3. This Statement of Work.

The pricing and services for this assume the project duration will not exceed a ***period of eighteen (18) months***.

This project description includes the services and deliverables specified by the SOMA Service Order, including, if applicable, SOMA software and services, subcontractor activities, third-party products and services for the implementation of the Platform and subsystems specified (collectively the "Project". To note, however, all work done on the SOMA platform, including work on interfaces, from the SOMA side, will be performed by full time SOMA employees.

In some cases, the framework of deliverables documented by this SOW are further defined through additional documents such as: Operational Scenario Based Use Cases/User Stories; Interface Operational Scenario Documents (OSD); User and Administrator Documentation and Training Materials.

The number and type of software licenses, products, or services provided by SOMA are specifically listed in the Service Order and any reference within this document as well as subcontractors' SOWs (if applicable) does not imply or convey a software, license, or services that are not explicitly listed in the Service Order.

Objectives

The general goals and objectives expected to result from the partnership include:

- Implementation of a modern cloud-native technology software-as-a service platform to include:
  - SOMA Hub
  - Computer Aided Dispatch (CAD), and
  - Records Management System (RMS).
  - SOMA Mobile
  - SOMA Solve
  - SOMA Jail
- Implementation services to include:
  - Project Management,
  - Subject Matter Expertise,
  - Business Process Review via Discovery Sessions,
  - System Configuration and Integration Assistance,
  - Platform Development (if applicable),
  - Platform Testing,
  - Platform Training, and
  - Platform Production Rollout Support.

Project Approach

At SOMA, we practice Agile Software Development and Project Management. Our Agile approach promotes teamwork, collaboration, and process adaptability throughout the product development lifecycle.   The Project Plan must be agreed to by the City of Rialto.

Project implementation objectives are divided into three specific phases: pre-implementation, implementation and post-implementation. Each phase is more specifically outlined below. These phases are either completed by subsystems in parallel paths with each having its own timeline, or in parallel paths with all systems expected to be brought into beneficial use at one time. The expectation of each subsystems timeline are baselined at the conclusion of the pre-implementation phase once discovery has been completed in collaboration with the Agency.

Project Management

Our Agencies are assigned an experienced Project Owner (PO) that manages implementations from inception to delivery. The PO facilitates regular face-to-face communication, a very short feedback loop and adaptation cycle.

The PO is responsible for the successful implementation of the project. The PO defines the project organization/directives and, in conjunction with the project team, develops project budgets, schedules and defines task and task allocation. The PO is responsible for all aspects of the project including:

- Project liaison - main point of contact to all project issues,
- Overall project direction to fulfill the objectives within the SOMA scope of work,
- Overall project planning to ensure requirements are fulfilled efficiently and timely,
- Overall control of technical, schedule, and cost performance,
- Risk management and issue tracking,
- Preparation of statement of work and project authorizations,
- Anticipation and control of potential problem areas and potential solutions,
- Preparation of periodic status reports, and
- Budget management and cost control.

Project Status Reporting

The SOMA Team utilizes the Atlassian Suite for project management in a shared environment with its Partner Agencies. Confluence is utilized as our primary collaboration portal for project status reporting, discovery documentation, specification documents, configuration requirements, etc. Jira is utilized as our primary source of tracking internal configuration assignments and management of development requirements.

Project status reporting is delivered on a cadence agreeable to both parties for the duration of the project. A typical project will consist of a monthly executive level brief and a weekly status report.

Project Staffing

The Project Implementation Plan describes the number of personnel, length of time needed, types of skills, skill levels, expertise, and any necessary security clearances for the staff required during the implementation period.

It is required that the agency assigns a Project Owner to the implementation for the duration of the project as the main point-of-contact. The Project Owner manages implementation from inception to delivery.

The following subject matter experts will be required for the duration of the project on an as-needed basis for clarification and questions:

- **Dispatch Expert** - This subject matter expert is typically a dispatcher or dispatch manager with intimate knowledge of dispatch operations and the current CAD system.
- **Records Expert** - This subject matter expert is typically a records manager or someone that works in records as a primary function.
- **Jail Expert**- This subject matter expert is typically a correctional officer or someone that works in the Jail booking and working in the Jail module.
- **Mobile Expert** - This resource is typically a power user or first responder that spends the majority of their time in the field.
- **Jail Expert** - This resource is typically a power user in the jail system..
- **IT Administrator** - This resource has a thorough understanding of the current system, current system architecture, facility network architecture and wide-area network architecture.

Lastly, during platform testing, one or more Quality Assurance resources may be utilized. This is not a requirement, but an optional resource.

The Project Implementation Plan identifies the project contacts, the name of the responsible organization(s), titles, and telephone numbers of the staff who serve as points of contact for the system implementation.

Project Schedule

The SOMA Team utilizes Confluence and Jira as part of the Atlassian Suite for project management in a shared environment with its Partner Agencies. An implementation schedule will be developed in Confluence and/or Jira depending on the level of detail required. A project plan will be required, acceptable to the City of Rialto.

The implementation schedule is intended as a guideline and can change as the project progresses. Requirements and schedule may change based upon feedback during discovery and implementation. Other factors that would affect the implementation schedule are resource availability, software/hardware availability and interface constraints.

Given an *estimated* start date of August 1, 2021 project start date, the following schedule is conceptual. ***A full project schedule will be developed upon the completion of Discovery***. A full Work Breakdown of the schedule will be presented to the City's project team for review and acceptance for an initial baseline.

Start Date	End Date	Duration	Milestone
9/1/2021	9/26/2021	8 Weeks	Discovery, Project Schedule Baseline
9/27/2021	10/18/2021	3 Weeks	Platform Provisioning
10/19/2021	11/16/2021	4 Weeks	Soft Launch & Power User Training
11/17/2021	4/6/2022	20 Weeks	Platform Optimization, Interface Installation
4/7/2022	5/5/2022	4 Weeks	Platform & Interface Acceptance Testing
5/6/2022	5/20/2022	2 Weeks	Train the Trainer
5/21/2022	6/18/2022	4 Weeks	User Training
6/19/2022	7/17/2022	4 Weeks	Platform Readiness for Go-Live
7/19/2022	7/26/2022	1 Weeks	Go-Live
7/27/2022	8/24/2022	4 Weeks	30-Day Reliability
		54 Weeks	**Total Estimated**

Project Phases

Pre Implementation Phase

Discovery

The SOMA Team will coordinate with the Agency's implementation team a series of workshops, by subsystem, to fully document the desired configuration of the SOMA Platform. This includes, but is not limited to:

- Implementation of migration of the geo-database and mapping,

- Implementation of migration of historical data,

- Configuration of the Agency Users and Functional Groups,

- Security authorization and permissioned features,

- Configuration of Common Code Tables,

- Required 3rd party and data integrations,

- Desired deployment and hardware/network provisioning, and

- Rollout and training plan.

The output of the discovery period will be a detailed Implementation Plan that will reflect a more accurate baseline schedule of the project for the most optimal Go-Live. At the end of the discovery period, a base boilerplate production system will be set up and provisioned for use at Soft-Launch outlined below.

Platform Provisioning

At the conclusion of the Discovery period, the SOMA Team will complete the initial provisioning of the SOMA Platform that includes the following objectives:

- **Initial Onboarding:** This task is the initial configuration of the SOMA Platform on the SOMA Cloud as a unique Tenant for the Agency, or more than one Tenant if required for multi-jurisdictions if applicable.

- **Security Configuration:** This task involves creating all the *initial* users, groups and security permissions in the Platform. Upon completion, users can access the Platform.

- **Settings Configuration:** This task involves the configuration of all the platform settings: General Settings, Dispatch/Mobile Settings, etc. Upon completion, a basic demo of the

system, using the agency's data and initial configuration can be conducted and is typically conducted as the first process in the Implementation Phase.

Implementation Phase

Soft-Launch

As the Implementation progresses, several apps and/or modules of the Platform may be ready for Soft-Launch, meaning the apps and/or modules have been configured to the point the implementation team can access, be trained and begin initial testing of operational scenario based tests. As part of Soft-Launch, the implementation team will receive training and supportive assistance by the SOMA Team   Once Soft-Launch is conducted the Platform is ready

.

Implementation Sprint Cycles

Upon completion of Soft-Launch The SOMA Team practices Agile Methodology and will execute the project in 1-week sprints to demonstrate progress of implementation, migration and configuration of the Platform that reflects the scope and detailed plan documented during Discovery.

Platform Testing

All proposed test plans will be agreed upon by the Agency prior to testing per the Agency's requirements as identified during Discovery. All tests are conducted by the Agency with the SOMA Team functioning as a supportive role.

The results of all Platform tests shall be reported in writing to the SOMA Project Owner. The SOMA Project Owner will assist the agency in documenting test results and where applicable, develop an action plan to resolve issues..

The minimum expectation for testing is as follows:

- Preliminary Platform Testing during Soft Launch - The Platform must be tested as various components of the Platform are configured. Each component of the Platform shall be tested to ensure it operates as designed.

- Final Platform Testing after Soft Launch - Once the Platform is completely installed and configured, the Platform must be tested to ensure the Platform is operating as designed. It is suggested that the Agency write and conduct real-life operational scenarios meeting all levels of operations.

- Interface Testing - Each interface shall be tested to meet the design specifications for the interface. Test plans for all interfaces shall be documented in each interface Operational Scenario Document (OSD).

Training

The SOMA Platform Services are intuitive and easy-to-use, modern web and mobile applications. To speed user onboarding, productivity and acceptance, we couple our implementation services with full user training programs. The SOMA Training Team is composed of SOMA personnel

The Training Manager (TM) is responsible for the development of the training project, the training curriculum, and the training materials facilitating all training courses. The TM also provides continuous support to employees taking part in "train-the-trainer" programs.

We supplement the initial training program with regular follow-one training and webinars. Our webinars are loaded with best practices and tips-and-tricks to maximize user productivity.

We will conduct training at two different times during the implementation: at "Soft-Launch" and at "Go-Live". The "Soft-Launch" training will be conducted over several weeks, with a select number of "power users". The remaining training will be conducted during "Go-Live.

The training program includes:

- **Train-the-Trainer** - Hub, Mobile, RMS, JMS
- **Dispatch Training** - Call Takers, Dispatchers, Supervisors
- **Records Training** - Call Takers, Dispatchers, Supervisors, Patrol, Records
- **Property/Evidence Training** - Supervisors, Patrol, Records, Property/Evidence
- **Patrol/Mobile Training** - Supervisors, Patrol
- **Jail Training** - Jail, Intake, Patrol
- **Admin/Operations** Training

A detailed training schedule will be finalized during Discovery. Our training will be conducted on the live, "Soft-Launch" system. Facilities that meet with criteria will be finalized during Discovery.

Go-Live

The Go-Live of the Platform and ancillary subsystems into the production environment is a team approach encompassing resources from SOMA, the Agency and ancillary subsystem providers. Bringing the Platform into production use may be completed in phases by each subsystem or all at once.

To facilitate a cohesive process, The SOMA Team utilizes a pre-Go-Live checklist for the Platform with various activities to ensure readiness of each subsystem prior to Go-Live. There are tasks that

must be performed by the Agency and ancillary subsystem providers that must be coordinated, which are detailed in the pre-Go-Live checklist. These activities could begin several days or weeks in advance of Go-Live.

At Go-Live, the SOMA and Agency implementation teams will support the users in the transition to the new System. The duration of the Go-Live support for this project will be 4 days (to include pre and post cutover) by 2 people. The Project Owner will be an active participant in the Go-Live process. Go-Lives are conducted on consecutive weekdays (Monday-Friday).

Post Implementation Phase

SOMA Global SaaS includes on-going software maintenance and support services (as-a-Service) required to sustain the SOMA Platform.

SOMA Global provides all its Partner Agencies with access to the Atlassian Jira Online Support Desk (OSD). Partners can access the OSD and create tickets for service and track those tickets as they are worked through the system. The OSD also has a database of common issues and remedies for them. SOMA also provides its partners with an 800 support services line to speak to a live Partner Success Manager.

Typically most calls for support are handled at this first level of support. If the Partner Success Manager is unable to resolve the clients technical support needs the call for service is escalated, which consists of a software engineer to assist with the support issue. This level has direct access to SOMA Global development teams and can resolve any matter of technical support at this level.

Our support team uses the following definitions for a ticket priority levels:

Severity 1: Business Critical. Only available for production applications. Represents a complete loss of service or a significant feature that is completely unavailable, and no workaround exists.

Severity 2: Degraded Service. Includes intermittent issues and reduced quality of service. A workaround may be available.

Severity 3: General Issue. Includes product questions, feature requests and development issues.

SOMA reserves the right to reclassify the priority level at any time if we reasonably believe the classification is incorrect. Reclassifications are almost exclusively used in situations where a ticket is submitted as Priority 1, but the situation contradicts the Priority 1 definition - usually a non-

production setup issue, or how-to question. SOMA team members may also increase the priority level if the situation is deemed to be more urgent than originally reported.

Continuous Maintenance, Support and Updates

The SOMA Partner Care Team hosts a Portal for all partners. Users have 24/7/365 access to the Service Desk to report problems or request changes. The Partner Care Team receives requests via the service queue for diagnosis and prioritization. All users receive updates via the Service Desk and issues are being worked on. Additionally, all users are invited to a Slack channel for real-time collaboration.

As part of the platform's software-as-a-service support services and monitoring services, SOMA employs the best-of-breed service desk and real-time incident response solutions in and during a critical event.

SOMA publishes frequent releases as new Docker images that are deployed in a rolling platform update for no down time.

This Proposal is subject to execution of the SOMA Master Subscription Agreement and a Service Order Form reflecting the Scope, Services and related Investment above.

Upon signature by Agency and submission to SOMA, this SOW shall become legally binding unless this SOW is rejected by SOMA for any of the following reasons: (1) the signatory below does not have the authority to bind Agency to this SOW, (2) changes have been made to this SOW (other than completion of the SOW information and the signature block), or (3) the requested SOW information or signature is incomplete or does not match our records or the rest of this SOW. Subscriptions are non-cancelable before their Order End Date. This SOW is governed by the terms of the SOMA Master Subscription Agreement, unless (i) Agency has a written master subscription agreement executed by SOMA for such Services as referenced in the Documentation, in which case such written SOMA master subscription agreement will govern or (ii) otherwise set forth herein.

Agency	SOMA Global Inc
Signature:	Signature:
Name:	Name:
Title:	Title:

Date: _____   Date: _____

Appendix A: Contracted Functional Requirements

The SOMA Platform is a highly extensible, commercial-off-the-shelf (COTS+) solution that provides a feature-rich solution for single agency, multi-jurisdictional, regional or statewide implementations.   Unlike traditional COTS solutions, the SOMA Platform consists of a flexible User Interface (UI) on top of a configurable code base. Under the guidance by SOMA, the Platform enables Agency system administrators the ability to easily configure, customize and/or create new Forms and Modules meeting end user functionality and workflows.

SOMA **Dispatch and SOMA Mobile**, being part of the mission critical aspect of the Platform to manage calls for service, these applications are configurable, but to an extent only to ensure the integrity of the application's for intake of emergency caller information and managing resources throughout the engagement of a call for service.

SOMA Records and SOMA Jail, and many associated modules currently part of the SOMA Platform are highly extensible utilizing the SOMA Form and Module Builder. This utility enables system administrators to modify existing Forms and/or Modules, create single use Forms and/or full mission specific Modules with advanced configuration capabilities.

Appendix B: Standard Interfaces

Standard interfaces are classified as integrations to third-party systems that are common in the public safety technology industry, AND have been previously developed by SOMA.

Facilitating standard interfaces, a SOMA integration specialist will conduct review sessions, during the discovery phase of the project, of the Operational Scenario Document (OSD) to ensure the understanding of operational, scenario-based use cases of the integration. A high level scope for each interface is described below and will be the basis for the scope of detailed requirements. Any modifications to the OSD post approval are subject to the change management process. To note, the City of Rialto is priced for 12 standard and 7 non-standard interfaces. No additional costs will be administered, if these number of interfaces are not exceeded. If these interfaces are not all implemented, a change order will be provided to reduce those costs from the Rialto implementation and annual costs.

The discovery process may be performed at different times for each integration throughout the lifecycle of the project as determined by the project implementation teams.

Standard interface OSDs are not Agency specific documents, and are not subject to edits, changes, etc. Agency specific configuration for standard interfaces are documented as part of the OSD and must be approved by the Agency, the Agency's third-party provider and SOMA.

Standard interfaces are developed, maintained and enhanced within the SOMA Platform product version process. Changes to standard interfaces will require adherence to the development lifecycle therein.

Each interface is evaluated during the discovery phase of the project to determine the viability of the desired integration. In some cases, it may be determined that integration to a third-party application is not achievable due to circumstances outside of SOMA's control, or it may be determined by the stakeholders that the integration is no longer desired. In such an event, the interface will be removed as a deliverable of the Project.

Unless explicitly stated within this SOW, the discovery phase will be used to determine which Application Programming Language (API) is best suited for the integration, the third-party's or SOMA's. During evaluation, the SOMA integration specialist may determine the best option for integrating to the SOMA Platform is by use of the SOMA, standards-based, RESTful Web API or a real-time WebSocket API to be utilized by the third-party provider to integrate their

application to the SOMA Platform.   In such an event, the SOMA integration specialist will assist the third-party provider in their integration with the SOMA Platform.

Review sessions must include all stakeholders to include the Agency's operations subject matter expert, the Agency's technology expert and the third-party technology expert.

Review sessions are typically conducted by conference call and will be coordinated by the Agency Project Manager.

Once the review sessions of the operational, scenario-based use cases are completed, the SOMA integration specialist will provide the OSD(s) for the Agency's review. This document must be approved by both the Agency, the Agency's third-party provider and SOMA prior to any configuration and/or development.

Upon approval of the OSD(s), the interface is then evaluated in regards to determining which phase of the Project the interface will be installed, configured and tested. Given the integration is a collaborative effort of the Agency, the Agency's third-party provider and SOMA, delays in review and approval of the OSD(s), and/or resource availability by either party could ultimately delay the timing of the implementation that may cause cascading delays in the project schedule.

Upon completion of the integration by all parties, the interfaces are subject to pre-go-live testing. Testing is based on the achievement of successfully demonstrating the operational, scenario-based use cases have been achieved. Testing for each interface may occur throughout the Project lifecycle and not necessarily all at once.

The Agency is responsible for obtaining the API for each of the third-party providers the SOMA platform integrates with. The timeline for providing these documents is concurrent with development of the OSD(s), so that any limitations associated with the level of integration with the third-party application can be taken into consideration.

SOMA is not responsible for any software, license fees or services required by third-party providers to enable interoperability with SOMA Platform, coordination, management of work, customization, coding or testing that is required to be performed by the third-party provider engaged in the implementation of standard or custom interfaces, unless the work is defined under a subcontract with SOMA within the scope of this SOW.

The following Standard Interfaces are included in the Service Order. If not explicitly listed, the interface will not be installed and supported.

Note: The list of interfaces does not include interfaces for any other Agency that may be added to the system at a later date.

Active Directory

CPE/Ani/Ali

Rapid SOS

NCIC - CLETS

CAD Interoperability (Tellus - CAD2CAD)

AVL

Livescan

Coplink

Crossroads Citation Import

Crossroads Accident Import

AXON Body-worn Camera

CA State CIBRS Data Submission

CA State AB953 Stop Data Submission

Appendix C: Non-Standard Custom Interfaces

Non-standard interfaces are classified as third-party systems or Agency home grown systems that are uncommon in the public safety technology industry, OR have not previously been developed by SOMA.

Facilitating non-standard, custom interfaces, a SOMA integration specialist will conduct review sessions, during the discovery phase of the project, to capture the detailed requirements of operational, scenario based use case requirements within scope, into an Operational Scenario Document (OSD). A high level scope for each interface is described below and will be the basis for the scope of detailed requirements. Any modifications to the OSD post approval are subject to the change management process.

The discovery process may be performed at different times for each integration throughout the lifecycle of the project as determined by the project implementation teams.

The scope of functionality of non-standard interfaces is limited to the a) the capability of the SOMA Platform subsystem to be integrated with and b) the API capabilities of the external system being integrated.

Unless explicitly stated within this SOW, the discovery phase will be used to determine which API is best suited for the integration, the third-party's or SOMA's. During evaluation, the SOMA integration specialist may determine the best option for integrating to the SOMA Platform is by use of the SOMA, standards-based, RESTful Web API or a real-time WebSocket API to be utilized by the third-party provider to integrate their application to the SOMA Platform.   In such an event, the SOMA integration specialist will assist the third-party provider in their integration with the SOMA Platform.

Review sessions must include all stakeholders to include the Agency's operations subject matter expert, the Agency's technology expert and the third-party technology expert.

Review sessions are typically conducted by conference call and will be coordinated by the Agency Project Manager.

Once sufficient information has been gathered to describe the operational, scenario-based use cases, the SOMA integration specialist will complete the OSD(s).   The Agency and third-party systems subject matter experts input in detailing all relevant information regarding the operations of these interfaces and interactions with the external systems are essential to timely and accurate development of the OSD(s). The completed OSD(s) will be provided for the

Agency's review. This document must be approved by both the Agency, the Agency's third-party provider and SOMA prior to any configuration and/or development.

Upon approval of the OSD(s), the interface is then evaluated in regards to determining which phase of the Project the interface will be installed, configured and tested. Given the integration is a collaborative effort of the Agency, the Agency's third-party provider and SOMA, delays in review and approval of the OSD(s), and/or resource availability by either party could ultimately delay the timing of the implementation that may cause cascading delays in the project schedule. However, SOMA will make all efforts to begin preparing for interface development as soon as the contract is signed. Failure to do so, if it pushes go live, will push the next annual PsaaS fees as long as the delay. Documentation of when communication started, showing the delay was on the 3rd party vendor OR agency side, can forgo this delay.

Upon completion of the integration by all parties, the interfaces are subject to pre-go-live testing. Testing is based on the achievement of successfully demonstrating the operational, scenario-based use cases have been achieved. Testing for each interface may occur throughout the Project lifecycle and not necessarily all at once.

The Agency is responsible for obtaining the API for each of the third-party vendors the SOMA platform integrates with. The timeline for providing these documents is concurrent with development of the OSD(s), so that any limitations associated with the level of integration with the third-party application can be taken into consideration.

SOMA is not responsible for any software, license fees or services required by third-party providers to enable interoperability with SOMA Platform, coordination, management of work, customization, coding or testing that is required to be performed by the third-party provider engaged in the implementation of standard or custom interfaces, unless the work is defined under a subcontract with SOMA within the scope of this SOW.

The following section lists the Non-Standard Custom Interfaces that are included in the Service Order. If not explicitly listed, the interface will not be installed and supported in the specific environment.

Interfaces listed on the next page.

LexisNexis/CopLogic DORS
CrimeView
Vigilant License Plate Reader

Fusus

intime

Tracket Licensing

Animal Licensing

Taser

On-base - Scanned Reports

IA Pro

Presented on: 3/5/21
Valid thru: 6/30/21

Proprietary & Confidential

Client Information

Agency/Company:	**City of Rialto Police Department**
Contact Name:	**Captain Anthony Vega**
Contact Email:	**avega@rialtopd.com**
Billing Address:	**128 N. Willow Avenue**
City, State, Zip:	**Rialto, CA 92376**
Billing Phone:	**(909) 820-2526**

Terms and Conditions [1]

Term (Years):	**5**
Contract Start Date:	**7/1/21**
Contract End Date:	**7/1/26**
Billing Frequency:	**Annual**
Payment Terms:	**Net 30**

Platform (PSaaS™) Fees

Service		Unit Price	Units	Total Price	[23]
SOMA Platform		~~$1,800~~			
SOMA HUB SOMA DISPATCH SOMA RECORDS SOMA MOBILE SOMA SOLVE		$560	175	**$98,000**	
(per User per Year)				**69% Incentive**	[4]
## Optional Services [5]		Calls per Year	110,000		
SOMA Hub Interfaces					
(Per Standard Interface)	Included	$1,500	12	**$18,000**	
"Interfaces defined in the theSOMA Statemetnt of Work Appendix B"					
(Per Non-Standard Interface)	Included	$2,500	7	**$17,500**	
"Interfaces defined in the theSOMA Statemetnt of Work Appendix C"					
SOMA Data Cloud					
Legacy Data Cloud Hosting	Included	$9,800	1	**$15,750**	
SOMA Alerts					
(First 10,000 Messages IncludedAdditional per 10,000 Messages)	Included	$400	110,000	**$4,000**	
SOMA Caller Video Streaming [8]					
(First 150 Hours IncludedAdditional per 150 Hours)	Included	$150	7,333	**$7,183**	
SOMA Caller Video Storage [8]					
(First 10 Hours/mo IncludedAdditional per 10 Hours)	Included	$20	611	**$1,202**	
SOMA Merchant Transactions [6]					
Integrated Merchant Portal(Service Charge/tx)	Optional	$1.50			
Premium Support *(24 hrs/day, 365 days/yr)*				*Included*	
TOTAL Platform (PSaaS™)				**$161,636**	

Implementation Fees

Service		Unit Price	Units	Total Price
Setup & Provisioning				
(Base System Setup)	Included	$48,491	1	**$60,941**
Implementation Services				
(per Module)	Included	$9,800	5	**$78,750**
SOMA HUB				
SOMA DISPATCH				
SOMA RECORDS				
SOMA MOBILE				
SOMA SOLVE				
Data Integration/Migration				
Legacy Master Indicies, Incidents, Criminal, Evidence	Included	$60,000	1	**$60,000**
Schemas				
(Unlimited Agency Schema Changes/Additions 5 SOMA Schema Changes/Additions Included)	Optional	$2,000		
None				
Reports				
(Unlimited Agency Reports Changes/Additions 5 SOMA Reports Changes/Additions Included)	Optional	$2,000		
Interfaces				
(Per Additional Standard Interface)	Included	$2,000	12	**$24,000**
(Per Additional Non-Standard Interface)	Included	$3,000	7	**$21,000**
On-Site Daily Rates [7]				
Project Owner		$1,450		
Training/Support		$1,050		
Platform Engineer		$1,850		
(Travel Included)				
TOTAL Implementation				**$244,691**

Platform (PSaaS™) Fee Schedule

Service	Milestone		Fee	
First Year Platform Services	**Contract Start Date**	50%	**$80,818**	
Soft-Launch/Go-Live Platform Fee Schedule paid in equal portions per Module	**"Soft-Launch"**	25%	**$40,409**	
#NAME?	**"Go-Live"**	25%	**$40,409**	
Subsequent Years Platform Services			**$161,636**	

Implementation Fee Schedule

	Milestone		Fee	
Completion of Base Provisioning of Agency		20%	**$48,938**	
Implementation Services/Training - **"Soft-Launch"**		30%	**$73,407**	
Implementation Services/Training - **"Go-Live"**		50%	**$122,346**	
Total Implementation Fees			**$244,691**	

Total Cost of Ownership

			Year	Total	
	Year 1	SaaS Fee	$161,636	**$161,636**	
		Implementation Fee	$244,691	**$406,327**	
	Year 2	On Annivary of Contract Date	$161,636	**$567,962**	
	Year 3		$165,676	**$733,639**	
	Year 4		$169,818	**$903,457**	
	Year 5		$174,064	**$1,077,521**	
	Year 6		$178,415	**$1,255,936**	
	Year 7		$182,876	**$1,438,812**	
	Year 8		$187,448	**$1,626,260**	
	Year 9		$192,134	**$1,818,394**	
	Year 10		$196,937	**$2,015,331**	

Quote Special Terms

1 If this Order Form is executed and/or returned to SOMA by Client after the Order Start Date above, SOMA may adjust the Order Start Date and Order End Date, without increasing the Total Price, based on the date SOMA activates the products and provided that the total term length does not change following activation.
Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Client. This is not an invoice.

2 The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Annual/Unit Price displayed above, and are the true and binding totals for this order.

3 After the initial term, Service Fees are subject to increase at a rate not to exceed annually: 2.5%

4 SOMA offers Volume Incentives starting at 500 users and Incentives for agencies in a new state, for agencies that purchase direct with a sole-source, emergency purchase, intergovernmental purchase, or equivalent purchase that avoids a costly RFP process. The Incentives are offered for the Initial Term and subject to change thereafter.

5 All "Optional Services" which are metered are evaluated on an annual basis. Any unused credits will be carried into the new year. Any overages will be carried into the new year as a deficit. Estimated consumption of "Optional Services" can be adjusted on an annual basis to accommodate unused or overuse.

6 All "Optional Services" which are transactional, fees are collected at the point-of-sale by SOMA.

7 Daily Hourly Rates designate an accepted rate for out-of-scope work requested by the Client.

8 Video Streaming and Storage reates are based on general use and not intended for body-worn camera, in-car video, or closed-circuit television streaming or storage.

Unless otherwise required to disclose by Local, State or Federal law, during the Contract Term and for two years thereafter, Client shall not disclose the pricing or terms hereunder to any third party without SOMA's prior written consent. Client shall safeguard all such information with the same or greater degree of care as it uses to safeguard its own confidential or proprietary information (but no less than reasonable care). Client shall, upon becoming aware of any unauthorized disclosure of such information, promptly notify SOMA of, and provide reasonable assistance to SOMA in remedying, such disclosure.

SOMA shall use reasonable efforts to ensure that the pricing offered in any subsequent Order Form reflects the discounts offered to Client here. However, Client is responsible for confirming the accuracy of such pricing prior to signing any subsequent Order Form. In the event a conflict between the pricing indicated here and that included in any new Order Form, the pricing in the new Order Form shall control as to the subscriptions purchased in that new Order Form

Service Special Terms

Service Level Agreement The Services will be delivered 24 hours a day, 365 days a year during the term of the Agreement. The Services will be considered available to the Client as of the Contract Start Date indicated in the Order Form. The Services have a guaranteed Uptime of 99.95%.

Support Services Maintenance and support services provided other than between the hours of 9AM-5PM Eastern Standard Time are not covered under this Agreement and, if such services are requested by the Client and made available by SOMA, they will be provided at an additional cost to the Client, in a supplementation Support Agreement.

Acceptance

Upon signature by Client and submission to SOMA, this Order Form shall become legally binding unless this Order Form is rejected by SOMA for any of the following reasons:

    (1) the signatory below does not have the authority to bind Client to this Order Form,

    (2) changes have been made to this Order Form (other than completion of the purchase order information and the signature block), or

    (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form.

Subscriptions are non-cancelable before their Order End Date. This Order Form is governed by the terms of the SOMA Master Subscription Agreement, unless :

    (i) Client has a written master subscription agreement executed by SOMA for such Services as referenced in the Documentation, in which case such written SOMA master subscription agreement will govern or (ii) otherwise set forth herein.

    (ii) otherwise set forth herein.

	Client		SOMA Global		
Signature:					
Name:			Peter Quintas		
Title:			CEO		
Date:			7/20/21		