



AGREEMENT FOR SERVICES

This Agreement for Services (this "Agreement") dated as of the date of the last signatory noted below (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media") and the City of Columbia, Missouri, on behalf of the **Columbia Fire Department** located at **201 Orr St., Columbia, MO 65201** (the "Customer").

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database in Exhibit B. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media or as legally required including but not limited to conforming the release of Data within licensed parameters and the non-disclosure of Closed Records. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation and performance of Locality Media's business, including but not limited to the Service.
3. As between the parties, the Customer and its employees, contractors, members, users, agents and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history)), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation

or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or wifi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. A renewal estimate will be provided to the Customer no less than 90 days before term expiration. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof. With sixty (60) days written notice, Customer may terminate the Agreement for convenience.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. Upon written notice by Customer, Locality Media shall provide Customer, at no cost, a method of migrating or exporting all electronic records or Customer Data in a usable basis in a method and format acceptable to the Customer. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's acceptance of the terms of use and fees associated with such services. Unless tax exempt, the Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer or information derived from Customer's Data. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided or information derived therefrom.

9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law). Notwithstanding the foregoing, the Parties agree that Customer is subject to the Missouri Sunshine Law. Confidential Information shall not include any record or document that is an open public record pursuant to the Missouri Sunshine Law, Section 610 RSMO.
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.
11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media warrants that the system and services are fit for the purposes for which it is intended as described in Customer's RFP 142/2021.
13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions

and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer authorized User as if such activities had been performed by the Customer. Nothing herein shall constitute a waiver of sovereign immunity.

15. Locality Media shall indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. Reserved.
17. Such indemnification under Section 15 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent, but with written notice to the Customer. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.

24. Force Majeure. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.
26. Locality Media shall perform its services in a professional and workmanlike manner and shall only use qualified and experienced personnel. Locality Media agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Locality Media agrees that, at all times, the employees of Locality Media furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
27. Insurance. Locality Media shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Locality Media is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Locality Media under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

Workers' Compensation & Employers Liability. Locality Media shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage with the following minimum limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.

Commercial General Liability. Locality Media shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Auto Liability. Locality Media shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Locality Media does not own automobiles, Locality Media agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Locality Media may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Locality Media agrees to endorse the City of Columbia as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

The City of Columbia, its elected officials and employees are to be additional insured with respect to the project and services to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the effective date of the agreement between the Locality Media and the City. Locality Media is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of the agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

Failure to maintain the required insurance in force may be cause for termination of the agreement. In the event Locality Media fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the agreement without notice.

The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Locality Media and/or their employees and/or their subcontractors in the performance of the agreement.

28. General Laws. Locality Media shall comply with all federal, state, and local Laws, statutes, ordinances, and rules and regulations.
29. Compliance with Section 285.530 RSMo. Locality Media shall comply with Missouri State Statute section 285.530 in that Locality Media shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of the contract, Locality Media shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Locality Media shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Locality Media shall require each subcontractor to affirmatively state in its contract with Locality Media that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Locality Media shall also require each subcontractor to provide Locality Media with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
30. Professional Oversight Indemnification. Locality Media understands and agrees that the Customer has contracted with Locality Media based upon Locality Media's representations that Locality Media is a skilled professional and fully able to provide the services set out in the agreement. In addition to any other indemnification set out in the agreement, Locality Media agrees to defend, indemnify, and hold and save harmless the City of Columbia from any and all claims, settlements, and judgments whatsoever arising out of the City's alleged negligence in hiring or failing to properly supervise vendor. The insurance required by the agreement shall include coverage which shall meet Locality Media's obligations to indemnify the City of Columbia as set forth herein and the City shall be named as an additional insured for such insurance.
31. Patents, Copyrights, and Proprietary Rights Indemnification. Locality Media at its own expense, shall completely and entirely defend the Customer from any claim or suit brought against the Customer arising from claims of violation of United States patents or copyrights resulting from the Customer or the City's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. The Customer will provide the vendor with a written notice of any such claim or suit. The Customer will also assist Locality Media, in all reasonable ways, in the preparation of information helpful to the vendor in defending the Customer against this suit. In the event that the Customer is required to pay monies in defending such claims, resulting from the Locality Media being uncooperative or unsuccessful in representing the Customer's interest, or in the event that the Customer is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Locality Media agrees to fully reimburse the Customer for all monies expended in connection with these matters. The Customer retains the right to offset against any amounts owed vendor any such monies expended by the Customer in defending itself against such claims. Should a court order be issued against the Customer restricting the Customer's use of any product of a claim and should Locality Media determine not to further appeal the claim issue, Locality Media shall refund all monies paid to Locality Media for the product(s) and services subject to the court action.
32. Reserved.
33. Control of Sub-Contractor, Project Team and Project Manager Designation. Locality Media understands that the successful installation, testing, and operation of the system that is the subject of the agreement shall be accomplished by a cooperative effort. To most effectively manage this process, Locality Media shall designate a single representative to act as an ex-officio member of the Customer's project management team and who shall have the authority to act on behalf of Locality Media on all matters pertaining to this Agreement. Customer shall have the right to approve all subcontractors, Account / Project Manager, and staff assigned to Customer by Locality Media. In the event that an employee of Locality Media is, in the opinion of the Customer, uncooperative, inept, incompetent, or otherwise unacceptable, Locality Media agrees to remove such person from the project. In the event of such a removal, the

Locality Media shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom Locality Media has designated as the representative, Locality Media remains the ultimate responsible party for performing the tasks and responsibilities presented in the agreement.

34. Resolution and Response Time Warranty. Locality Media warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the official Project Manager:
- a. Priority 1 support issues are defined as: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given. Response to first call time limit – within two (2) business hours. Resolution time limit – Vendor shall use its best efforts to resolve within one business day. If Locality Media and Customer are on a support telephone call to resolve a priority 1 support issue at the time that normal support hours end, Locality Media support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. Customer acknowledges that programmers will not be available at that time. Penalty for not adhering to time limits – Customer shall receive a three percent (3%) credit against the fees, per incident.
 - b. Priority 2 support issues are defined as: Critical Issue – Software is not down, but operations are negatively impacted. Response to first call time limit – within four business hours. Resolution time limit – Locality Media shall use its best efforts to resolve within one business week. Penalty for not adhering to time limits – Customer shall receive a three percent (3%) credit against the fees, per incident.
 - c. Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon. Response to first call time limit – within twenty-four (24) business hours. Resolution time limit – Locality Media shall use its best efforts to resolve within one (1) business week. Penalty for not adhering to time limits - Customer shall receive a three percent (3%) credit against the fees, per incident.
35. Continuity of Warranty. Customer may continue the Warranty protection described above by purchasing and paying for on-going services. By doing so, all Warranty, Warranty of Fitness for a Particular Use, and Resolution and Response Time Warranty conditions above shall remain in effect, in perpetuity (except for the “Third party hardware” clause above), as long as payments for Services are kept current.
36. Final Acceptance. The services proposed shall be defined to be finally accepted by City after the installation of the software, training, and successful completion of the following performance examinations: software performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-builts, training, and system documentation. The Customer shall be the sole judge of whether all conditions for final acceptance criteria have been met.
37. Non-Performance Escalation Procedures. In the event that the Customer determines that Locality Media is not performing in a manner consistent with the intent and spirit of the agreement or in a manner consistent with commonly accepted business practices, then the Customer shall have the right to, in the sequence shown: (a) formally notify Locality Media of non-performance, (b) reserve the right to withhold any and all payments pending, including fees, until the non-performance is corrected, (c) request a joint meeting of Locality Media and City decision makers to attempt to resolve the non-performance, (d) require a Locality Media employee to be on-site at Customer’s location until the non-performance is resolved, or (e) invoke the Termination clause herein.
38. Nature of Customer’s Obligations. All obligations of the Customer under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
39. Replication of Software. Customer shall not copy Software for any purposes other than for back up or disaster recovery. Customer has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Locality Media’s recommended database and development tools without voiding the Agreement or warranties herein.
40. Video Taping. Customer reserves the right to video and/or audiotape any and all training sessions, whether held at Customer site, Locality Media’s site, or via teleconference or webinar. Use of such tapes shall be strictly for Customer staff training purposes.
41. Major Releases / Upgrades. Customer shall be entitled to future releases and upgrades within five (5) years from Formal Acceptance, whether of a “minor” or major” nature, of Locality Media Software for no additional cost beyond the Annual fees set forth herein.
42. Solution Longevity. Locality Media certifies solutions prescribed in their proposal response will remain available and supported for a minimum of five (5) years from the time the contract is signed and that any material changes to Locality Media’s company or products will not affect the Customer’s implementation or support.

43. Disaster Recovery & Disaster Recovery Testing. There will be no additional software license cost to process at another site in the event of a disaster that shuts down the Customer's primary location or for testing at the disaster recovery site.
44. Locality Media Merger or Acquisition. In the event that Locality Media is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract for 12 months or until the end of the present contract term, whichever is longer.
45. Functionality Replacement. Customer maintains the rights to the functionality that was originally licensed, even if that functionality later gets renamed or rebundled.
46. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
47. Equal Opportunity Employment / Nondiscrimination Policy. It is the policy of the Customer that all vendors who provide goods and services to the Customer by contract/agreement, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following: (a) Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder; (b) The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA 12101 et seq.), as amended, and regulations promulgated thereunder; (c) Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964, and the regulations promulgated thereunder; and (d) Chapter 12 of the City of Columbia's Code of Ordinances. All vendors shall, as a condition of providing goods and services, as required by state and federal law and the Customer's Equal Opportunity Employment/Nondiscrimination ordinance, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, ancestry or disability. Any violation of Federal, State or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which Locality Media is providing goods or services to the Customer shall be regarded as a material breach of the contract, and Customer may terminate such agreement effective as of the date of delivery of written notification to Locality Media.
48. Data Ownership and Security. Locality Media shall comply with the requirements of this Section. Locality Media shall require its subcontractors or third party software providers to at all times comply with the requirements of this section.
 - a. Locality Media further covenants that any data entered into the software from the Customer, its employees or customers or derived therefrom (hereinafter "City Data") shall be stored in the United States of America. City Data shall not be transferred, moved, or stored to or at any location outside the United States of America. City Data shall be confidential and proprietary information belonging to either the City or its customers or users of the Software. Locality Media shall not sell or give away any such City Data.
 - b. Locality Media shall maintain the security of City Data and that of City's customers and any user that is stored in or in any way connected with Software Products and applications. If either Party believes or suspects that security has been breached or City Data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours.
 - c. NO HARMFUL CODE: Locality Media warrants that the Software Products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. "Harmful Code" shall also include any code containing any program, routine, or device which is designed to monitor consumers in the privacy of their home or during other private activities without their knowledge, including but not limited to the use programs to monitor the use of audio beacons emitted by television contained in software programs such as Silverpush or other comparable program or the use of video or photographic content without the consumers consent. Locality Media shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code.

49. AUDITING OF INVOICES. Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the contract. If during the audit it is revealed that Locality Media charged the Customer a price higher than the proposed price, Locality Media shall reimburse the City of Columbia the amount of the overcharge.
50. Cloud Based Software Solutions and the Storage of Data on servers not owned by Locality Media. If Locality Media's software solution includes the use of cloud storage or hosted systems, Locality Media shall comply with the Customer's Cloud Computing Requirements contained in Exhibit D. In addition, Locality Media shall abide by the following requirements when Locality Media stores Customer Data on servers not owned by the Locality Media.
- a. Should Locality Media opt to store Customer Data on servers not owned by Locality Media, Locality Media shall provide written notice to Customer of the location of the servers on which Customer Data is stored and the legal name and address of the owner(s) of the servers on which Customer Data is stored (hereinafter "Server Owner"). Prior to changing the location of the server or the Server Owner(s), Locality Media shall provide written notice to Customer of any location change or change in the Server Owner(s). Said notice shall include the location of the servers, the legal name, and address of the Server Owner(s).
 - b. Triggering Events. Should any of the following events occur (hereafter "Triggering Event"), Locality Media shall provide written notice to Customer no later than five (5) business days after a Triggering Event has occurred. Each of the following events is a Triggering Event:
 - i. Triggering Events related to Locality Media
 - a. Locality Media becomes insolvent;
 - b. Locality Media files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law;
 - c. Locality Media consents to the filing of any bankruptcy or reorganization petition filed against it under any federal or state bankruptcy law;
 - d. Locality Media has made a general assignment for the benefit of its creditors;
 - e. Locality Media has consented to the appointment of a receiver, trustee or liquidator;
 - f. Locality Media has received a notice of default of the agreement between Locality Media and Server Owner;
 - g. Locality Media has provided Server Owner with a notice of default of the agreement between Locality Media and Server Owner; or
 - h. Locality Media has knowledge of a Triggering Event related to Server Owner.
 - ii. Triggering Events related to Server Owner
 - a. Server Owner becomes insolvent;
 - b. Server Owner files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law;
 - c. Server Owner consents to the filing of any bankruptcy or reorganization petition filed against it under any federal or state bankruptcy law;

d. Server Owner has made a general assignment for the benefit of its creditors; or

e. Server Owner has consented to the appointment of a receiver, trustee or liquidator.

c. Effect of Triggering Event.

i. Upon the occurrence of a Triggering Event related to Locality Media under Section 52 (b)(i)(a)-(f), Locality Media shall provide Customer with Customer Data. Locality Media shall provide to Customer, at no cost, a method of migrating or exporting all electronic records or Customer Data in a usable basis in a method and format acceptable to Customer.

ii. Upon the occurrence of a Triggering Event under Section 52 (b)(i)(g), 52(b)(i) (h), or 52(b)(ii)(a)-(e), Locality Media shall provide Customer with written notice of the Triggering Event and shall transfer Customer Data to either servers owned by Locality Media or to another Server Owner. Locality Media shall provide Customer with notice of the location of Customer Data and the name and address of the Server Owner.

51. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

52. Contract Documents. The Agreement includes the following exhibits, which are incorporated herein by reference:

| Exhibits | Description |
|----------|---|
| A | Quote |
| B | Statement of Work |
| C | Implementation Schedule |
| D | Customer's Cloud Computing Requirements |

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement the day and the year of the last signatory noted below.

53. Agreement Billing Information

a. **Accounts Payable Contact**

Name: Merisa Meador

Email: Merisa.Meador@CoMo.gov

Phone: (573) 874-7371

b. **Tax Exempt** Yes (Yes/No)

If Yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

c. **Purchase Order Required** _____ (Yes/No)

If Yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.

City of Columbia, Missouri

By: Andreas Huber

Name: Andreas Huber

Title: CEO

Date: Jun 21 2022 07:38 PDT

By: _____

Name: De'Carlton Seewood

Title: City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

Approved as to form:

Nancy Thompson, City Counselor/rw



Locality Media, Inc. dba First Due
 107 Seventh St, Garden City
 New York, 11530, United States
 Phone: +1 (516) 874-2258
 Website: <https://www.firstdue.com/>

Exhibit A - Quote
 Prepared By: Dre Mihaylo
 Valid Until: August 31, 2022
 Quote Number: 1545132000072942367

BILL TO:

Andy Woody
 Columbia Fire Department
 201 Orr St.
 Columbia, MO 65201

Account: Columbia Fire Department

Subscription Start: August 1, 2022

Initial Term: 12 months

Annual Subscription: \$29,900.00

| Product Details | Total |
|---|-------|
| Occupancy Management & Pre-Incident Planning Manage Occupancies, Hydrants, Pre-Incident Mapping, GIS data, Fire Systems, Hazardous Material, and Contacts. | |
| Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing. | |
| Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning. | |
| Invoicing Invoice Management, Bulk Mailing, Billing Report and Customizable Fee Schedules. | |
| Permitting Permit Management, Customizable Permit Types, Plan Review and Permit Fees. | |
| Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission. | |
| Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information. | |
| Training Records Assign Training, Record Completions, View Training Logs, and Manage Certifications. | |
| Events & Activities Create Events, View Global Activity Log, and Access Global Calendar. | |
| Assets & Inventory Assets, equipment and inventory management, assets and equipment checks, and work order management. | |
| CAD Integration Automated importing of CAD calls via XML, Database Connector or API. | |

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

| | |
|----------------------------|---------------------|
| One-Time Fees Subtotal | \$ 2,000.00 |
| Subscription Fees Subtotal | \$ 29,900.00 |
| Grand Total | \$ 31,900.00 |

| Optional Modules – Available for purchase under separate Quote | Price |
|---|------------|
| Automated Pre-Plans Automated data import from assessor, online building department and GIS address points. | \$7,900.00 |

Statement of Work

Please see attached Statement of Work detailing the Implementation, Training and Support for this Exhibit A – Quote.

Terms and Conditions

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

Payment Terms: Net 30 days

For electronic ACH payment: JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972



Locality Media, Inc. dba First Due
 107 Seventh St, Garden City
 New York, 11530, United States
 Phone: +1 (516) 874-2258
 Website: <https://www.firstdue.com/>

Exhibit B - Statement of Work
 For Quote Number: 1545132000072942367

Statement of Work | Columbia Fire Department

Introduction

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training and Support.

1. Implementation:

First Due works very closely with you to ensure the application is ready for go-live. During the Implementation you will be assigned a Client Success Manager and Implementation Manager who will lead you through the process. Below is a description of each component of our implementation.

- a) **Discovery & Planning:** During a project kick-off meeting we will flesh out the key components of the configuration, customer stakeholders and project timelines. After this stage we will have a clear plan to when and how your agency will be live with First Due.
- b) **Configuration:** First Due is an out-of-the box system but can be configured for your Agency's needs. Our team will work with you to configure all the parts of the application necessary for go-live and beyond. These configuration sessions will generally occur weekly, and also act as administrator training.
- c) **Optimization:** Once the account is configured, we will arrange a small end-user testing group to begin to use the application out-in-the-field. This is an iterative process in which we listen to feedback and make adjustments to the product on the fly.
- d) **Training:** Once we have sign-off the product is ready for go-live we will build the necessary training plan together, which may include train-the-trainer sessions, end user training, custom training videos/content or even onsite sessions. The training section below provides more detail on included training.
- e) **Roll Out:** After training is complete, we are ready to roll-out the platform. We will work closely with you to ensure First Due is rolled out effectively across your agency.
- f) **Support:** Once we achieve sign-off that the system is live and stable, we will transition to support (as described in the support section below). However, you will continue to have a dedicated Client Success Manager moving forward.

2. Training:

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the customer will receive training throughout the implementation process as outlined below:

1. Webinar Administrator training during configuration sessions as needed
2. Webinar formal Train-the-Trainer Session(s) during the training phase as needed
3. Access to online training videos, documents, content and interactive knowledgebase

Customized onsite training may be purchased from First Due at a rate of \$1,800/day per First Due employee.

3. Integrations:

Any scoped integrations included in this document will be described below. Any additional integration scoped at a later date will be provided in a separate SoW at that time.

4. Data Migration:

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

1. Data Migration Planning Session
2. Assistance/Guidance in extracting data from existing system/s
3. Mapping extracted data to First Due import workbooks
4. Importing of Data into First Due

5. Support:

First Due provides Support as part of the base subscription. This includes:

1. Email, Phone, Ticketing System Support Channels and Live Chat
2. Dedicated Client Success Manager
3. Access to knowledge base including online training videos and FAQs

External Cloud Policies

When the City of Columbia purchases services from an external cloud provider, as defined in this cloud strategy, the following policies must be followed:

2.0 Responsibilities of the City of Columbia

The City of Columbia will carry out the following tasks for every external cloud deployment as defined in this cloud strategy

- 2.1 The City of Columbia will establish a written agreement with the cloud vendor. This agreement will explicitly state the responsibilities of the vendor.
- 2.2 Prior to deployment, the City of Columbia will identify the regulations and standards that in force over the data or systems that may be moved to an external cloud. The City of Columbia will develop procedures and agreements with the cloud vendors to ensure compliance with all applicable regulations and standards.
- 2.3 The City of Columbia will establish an acceptable time frame for the vendor to respond to open records requests
- 2.4 The City of Columbia will establish a plan for the lifecycle of the service. The plan for the end of the service shall include what data will be extracted from the service, how data will be delivered, how the vendor will destroy data, and the price for these services. Data extracted from any system shall include transactional metadata, such as when data was added or changed and by whom.
- 2.5 The City of Columbia will calculate the anticipated load that will be placed on the City of Columbia internet connection. If the internet connection cannot handle the load a load management plan will be created and implemented prior to service implementation.
- 2.6 The City of Columbia will establish a business continuity plan that can be put into effect if the service ever becomes unavailable.
- 2.7 The City of Columbia shall manage all user accounts for the service. User accounts shall be managed through the existing security track procedures.

3.0 Responsibilities of the Vendors

All external cloud vendors, defined as vendors providing any cloud services as defined in this strategy to the City of Columbia must adhere to the following policies

- 3.1 Records Requests
 - 3.1.1 The vendor will respond to records request within the timeframe stated in the agreement. The vendor will accept liability if the records request is not fulfilled in the agreed upon timeframe.
- 3.2 Using City of Columbia Domain Names
 - 3.2.1 All cloud deployments that are intended to perform a service for our customers will be deployed using the CoMo.gov domain name.
 - 3.2.2 The City of Columbia IT Department will be the sole entity responsible for the CoMo.gov domain name. The cloud vendor shall not expect to maintain DNS records belonging to the City of Columbia
 - 3.2.2.1 The cloud vendor will provide the IP addresses used for the service prior to deployment. The City of Columbia IT Department will update the CoMo.gov domain records accordingly.
 - 3.2.2.2 The cloud vendor shall not change the addresses used with a frequency of greater than once per year
 - 3.2.2.3 The cloud vendor shall notify the City of Columbia IT department in writing on official letterhead 30 days in advance of any IP address changes
 - 3.2.2.4 The cloud vendor will use the CoMo.gov only for the business purposes authorized by this agreement
 - 3.2.3 Email from CoMo.gov

When sending email from the service using the CoMo.gov domain name, the following additional policies will be in effect

- 3.2.3.1 The cloud vendor will provide the IP addresses from which email will be sent. The City of Columbia IT Department will use this information to update the CoMo.gov SPF record.
- 3.2.3.2 The addresses provided to the City of Columbia as required in 3.2.3.1 shall be only those IP addresses that are used to send email using the CoMo.gov domain name.

3.2.3.3 The City of Columbia will update the CoMo.gov SPF records according to the same policies and timelines as defined in 3.2.2 of this policy.

3.2.3.4 The cloud vendor will take all reasonable precautions to ensure that SPAM is not sent using the CoMo.gov domain or from any IP address under cloud vendor control that has been associated with the CoMo.gov domain.

3.2.3.5 The cloud vendor will react to email abuse reports in a timely manner

3.3 Standards and Regulations

3.3.1 The cloud vendor will adhere to relevant standards. For example, SaaS vendors deploying products over the web shall adhere to OWASP or similar standards.

3.3.2 The cloud vendor shall take responsibility for all regulatory compliance.

3.3.3 The cloud vendor shall conduct regular security audits of their systems. The security audits shall include internal and external review of system security and the security of all code used by the vendor. The vendor shall react promptly to mitigate the vulnerabilities identified by security audits.

3.4 System Integration

When an external cloud deployment requires access to existing information system infrastructure the following policies must be followed

3.4.1 Software should run with least possible privilege. For example, if database access needs to be given, the system account should have the least possible privilege; it should not run as a user that has access to schema outside of its need.

3.4.2 System account names should not be easily guessed. Passwords for these accounts should not be easily guessed and should be different from other customers with the same product. Connections from system accounts should be, where appropriate and possible, controlled via access lists.

3.5 Deployment and Customization

3.5.1 The cloud vendor shall disclose any authentication information that exists by default. The cloud vendor shall work with the City of Columbia to remove or change these accounts from their default values. The vendor shall not deploy services to the City of Columbia where system accounts are shared with other entities.

3.6 Encryption

3.6.1 Cloud vendor shall establish a suitable data encryption scheme for data in transit between the City of Columbia, its customers, and the vendor. The City of Columbia will determine the suitability of the encryption scheme.

3.6.2 Cloud vendor shall establish a suitable encryption for City of Columbia data while in storage for both live and backup media. The City of Columbia will determine the suitability of the encryption scheme.

3.6.3 No encryption scheme will be considered suitable if City of Columbia data can be recovered using the same decryption key as that of another customer of the cloud vendor.

3.7 Incident Preparation

3.7.1 The cloud vendor will take responsibility for keeping their system software up to date. Vendors should monitor relevant discussion boards and mailing lists for security problems with products they use.

3.7.2 The cloud vendors shall have a method for customers and others to report security problems. This method should be well publicized and accessible. Vendors should have a method for prioritizing and acting on reports of security problems.

3.7.3 The cloud vendors shall have a method for correcting discovered vulnerabilities. Vulnerabilities should be prioritized and corrected based on the risk vulnerability exploitation would pose to its customers. Vulnerability mitigation efforts should be tested by the vendor, as appropriate, prior to their release.

3.8 Incident Response

3.8.1 The cloud vendor will take responsibility for security incident handling if their system is compromised.

3.8.2 The cloud vendor shall immediately notify the City of Columbia of any breaches and will advise what information has been compromised. If this information is later found to be inaccurate the cloud vendor will immediately notify the City of Columbia with the correct information.

3.8.3 If investigation, containment, and eradication efforts by the City of Columbia incur costs while fault lies with the cloud vendor, the cloud vendor will assume the costs.

3.8.4 The cloud vendor will provide a rapid contact method for reporting suspected abuse, 24x7x365. The cloud vendor will react in a timely manner to abuse reports from the City of Columbia

3.8.5 The cloud vendor will provide their incident response plans. Response plans will include procedures for both security incident and disaster incident response.