



6911 Bryan Dairy Rd., Suite 210
Largo, FL 33777
www.somaglobal.com

VE 3.26.21

Confidential

MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered into as of **January 3, 2022** by and between SOMA Global, Inc., a Delaware corporation (“**SOMA**”, “**we**” or “**us**”) and the **City of Corona - Corona Fire Department** (“**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.

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“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

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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 not subject to any usage limits due to the relationship between the City of Corona and the City of Ontario.

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

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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 service. 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 1.5% of the outstanding balance per month 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

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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, 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, to the extent consistent with the California Public Records Act or other applicable law, the 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

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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.

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, provided that the City of Corona Fire Chief has signed a 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 other than its Affiliates, legal counsel and accountants without the other Party's prior written consent, provided that a Party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. 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).

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8.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, 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 TO THE EXTENT NOT CAUSED BY SOMA’S NEGLIGENCE OR WILLFUL MISCONDUCT.

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.

9.2. Indemnification by You. Unless otherwise prohibited by Local, State or Federal law, You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that any of Your Data infringes or misappropriates such third party’s intellectual property rights, or arising from Your use of the Services or Content in violation of the Agreement, the Documentation, Order Form or applicable law (each a “**Claim Against Us**”), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

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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 ONE MILLION DOLLARS (\$1,000,000). 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 date 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 60 days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) 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. Additionally, Client may, by written notice to SOMA, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to SOMA of such termination, and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination.

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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 in MicroSoft SQL format.

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) constitutes 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.

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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 Corona - Fire Department - Service Order

December 21, 2021

Prepared by: Matthew Aveling



6911 Bryan Dairy Rd., Suite 210
Largo, FL 33777
www.somaglobal.com

Presented on: 12/21/2021

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Client Information

Agency/Company: **City of Corona - Fire Department**

Contact Name: _____

Contact Email: _____

Billing Address: _____

City, State, Zip: _____

Billing Phone: _____

Terms and Conditions¹

Term (Years): **5**

Contract Start Date: **1/3/2022**

Contract End Date: **1/2/2027**

Billing Frequency: **Annually**

Payment Terms: **Net 30**

Platform (PSaaS™) Fees

1.00

Yes

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SOMA Base Platform ^{2,3}

Unit Price

Units

Price

per Named User per Year

SOMA HUB

Included

\$50

110

\$5,500

SOMA DISPATCH

Included

\$200

110

\$22,000

SOMA MOBILE

Included

\$260

110

\$28,600

SOMA LAW RMS

Excluded

\$0

0

\$0

SOMA FIRE RMS

Excluded

\$0

0

\$0

SOMA JMS

Excluded

\$0

0

\$0

SOMA MODULE BUILDER

Included

\$50

110

\$5,500

Base Platform Services Sub-Total:

\$61,600

SOMA Hub Interfaces ⁵

Unit Price

Units

Price

per Standard Interface

Included

\$3,500

3

\$10,500

*ImageTrend Business/Location Contact Data Input
Incident Notification / AMR Info
AVL (Ingest for Tracking)*

per Non-Standard Interface

Included

\$4,375

1

\$4,375

AVL - Push to ATA

SOMA Data Cloud Hosting ⁵

Unit Price

Units

Price

per AWS Hosted Database

Excluded

\$2,500

0

AGENCY Data Cloud Hosting ⁵

Unit Price

Units

Price

per Agency Hosted Database

Excluded

\$0

0

Optional TBD if Needed

SOMA Modules

Unit Price

Units

Price

per Module

Excluded

\$5,000

0

Optional TBD if Needed

SOMA Forms

Unit Price

Units

Price

per Form

Excluded

\$2,500

0

Optional TBD if Needed

SOMA Alerts ⁵

Unit Price

Units

Price

*(First 10,000 Messages Included
Additional per 10,000 Messages)*

Excluded

\$400

SOMA Digital Data ⁵

Unit Price

Units

Price

SOMA Caller Video Streaming ⁸

(First 150 Hours Included)

Excluded

\$150

0

SOMA Caller Video Storage ⁸

(First 10 Hours/mo Included)

Excluded

\$20

0

Additional Digital Data Storage ⁸

(First 10 Hours/mo Included)

Excluded

\$0

0

SOMA Support ⁵

Unit Price

Units

Price

Premium Support

(24 hrs/day, 365 days/yr)

Included

Additional Services Sub-Total:

\$14,875

TOTAL Platform (PSaaS™)

\$76,475

Monthly Platform SaaS Fee:

\$6,372.92

Monthly Platform SaaS Fee Per Named User:

\$57.94

Implementation

Fees

1.00

Yes

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SOMA Base Platform		Unit Price	Units	
Implementation Services, Per Module	Included	\$7,700	4	\$0
SOMA Hub Integrations		Unit Price	Units	
Standard Interface	Included	\$3,500	3	\$0
Non-Standard Interface	Included	\$4,375	1	\$0
Hub Data Feeds	Excluded	\$1,500	0	
SOMA Data Cloud Hosting		Unit Price	Units	
Legacy Databases	Excluded	\$2,500	0	
SOMA Modules & Forms		Unit Price	Units	
Modules	Excluded	\$10,000	0	
Forms	Excluded	\$2,000	0	

TOTAL Implementation

\$0

Payment Schedule

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SOMA PSaaS Fees	Milestone		Payment	Per Module
	Contract Start Date	50%	\$38,238	\$9,559.38
	Soft Launch	35%	\$26,766	\$6,691.56
	Sign-Off	15%	\$11,471	\$2,867.81

PSaaS Fees Sub-Total: \$76,475

SOMA Implementation Fee Schedule	Unit Price		Units	Price
	Completion of Discovery Process	50%	\$0	\$0.00
	Sign-Off	50%	\$0	\$0.00

Implementation Fees Sub-Total: \$0

TOTAL Platform (PSaaS™) \$76,475

Total Cost of Ownership

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Milestone	Start		End	Fee	
Platform Fees Year 1:	1/3/2022	-	1/2/2023	50%	\$38,238
Implementation Fees:		-		100%	\$0
First Year Fees Subtotal:					\$38,238
Platform Fees Year 2:	1/3/2023	-	1/2/2024		\$76,475
Platform Fees Year 3:	1/3/2024	-	1/2/2025		\$79,152
Platform Fees Year 4:	1/3/2025	-	1/2/2026		\$81,922
Platform Fees Year 5:	1/3/2026	-	1/2/2027		\$84,789
5 Year - Total Cost of Ownership:					\$360,575

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 year, Service Fees are subject to increase at a rate not to exceed annually: 3.5%
- 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 rates 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. |

Confidential


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.

	Client		SOMA Global		
	Signature:				
	Name:	Peter Quintas			
	Title:	CEO			
	Date:	12/21/2021			