

## Service Schedule – “SPIDR Tech Product”

This Service Schedule No. 1 is effective as of the date of the last signature set forth on the signature page hereto (the “Effective Date”) and is made by the San Bruno Police Department (“Customer”) and Versaterm Public Safety US, Inc. (“Versaterm”). This “Service Schedule” and its schedules (if applicable) are incorporated into that certain Master Software and Services Agreement between Customer and Supplier (“MSA”). The terms and conditions that are specific to this Service Schedule are set forth herein. In the event of a conflict between the provisions of this Service Schedule and the Master Agreement, the provisions of Section 2 a) of the MSA shall control such conflict. Capitalized terms herein will have the meanings set forth in the MSA, “or the “Definitions” as further defined below.

### 1. Service Schedule Information

- 1.1. Subscription Service: SPIDR Tech Patrol, Investigations, Insights, and Community Engagement (Level 1) Modules
- 1.2. Sworn Count: 52
- 1.3. Subscription Term: 09/30/24 – 09/30/25
- 1.4. Fees:

Versaterm shall send invoices to Customer at the following e-mail address: Leslie Salazar - Management Analyst (lsalazar@sanbruno.ca.gov)

Should invoice email address change, Customer shall promptly notify Versaterm.

SPIDR Pricing Overview		
Year 1		Cost
Subscription Fee <sup>1</sup>	Modules Included: Patrol, Investigations, Insights, and Community Engagement (Level 1)	\$15,000.00 USD
Professional Services	Deployment and installation fee (one-time setup/integration fee)	\$10,000.00 USD
Maintenance and Support	Unlimited maintenance and support, assigned Partner Success Manager	Included
Total:		\$25,000.00 USD
Year 2		Cost
Subscription	Modules Included:	\$15,000.00 USD

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<sup>1</sup> Subscription Fee for year 2 and subsequent years shall be invoiced on or around the annual anniversary of the start Subscription Term.

Fee	Patrol, Investigations, Insights, and Community Engagement (Level 1)	
Maintenance and Support	Unlimited maintenance and support, assigned Partner Success Manager.	INCLUDED
Total:		\$15,000.00 USD

The Fees indicated above may be subject to a price increase as per the MSA.

## 2. License

- 2.1. **Provision of the Service.** Versaterm will provide Customer with access to Versaterm's proprietary service for the software modules specified in the Section 1 (collectively the "Service") in accordance with the terms and conditions of this Agreement. To access and use the Service, Customer is responsible at its own expense for obtaining its own internet access, and any hardware and software required therefor.
- 2.2. **Grant of Rights.** Subject to the terms and conditions of the Agreement, Versaterm hereby grants to Customer a limited, non-exclusive, non-transferable right to access and use the Service, solely for Customer's purposes during the Term. All rights not expressly granted to Customer are reserved by Versaterm and its licensors. There are no implied rights.
- 2.3. **Versaterm SPIDR Tech Technology.** In connection with providing the Service, Versaterm and its licensors shall operate and support the hosted environment used by Versaterm to provide the Service, including the Versaterm Technology, the server hardware, disk storage, firewall protection, server operating systems, management programs, web server programs, documentation and all other technology or information so used by Versaterm. As used herein, "Versaterm SPIDR Tech Technology" means all of Versaterm's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by Versaterm in providing the Service.

## 3. Service Level Agreement

This Section 3 describes the levels of service that the Customer will receive from Versaterm.

- 3.1. **Up-time Availability.** During the Term, Versaterm's API will be operational and available to the Customer at least 99.9% of the time in any calendar month. Note that even during API downtime, once the API availability is re-established, Versaterm will receive all data since the last time the API was available. The Versaterm Platform will generate and send any messages that can still be responsibly sent.
- 3.2. **Downtime.** Customer agrees that from time to time the Service may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Versaterm may undertake from time to time; or (iii) causes beyond the control of Versaterm or which are not reasonably foreseeable

by Versaterm (collectively “Downtime”). Versaterm shall use commercially reasonable efforts to provide twenty-four (24) hour advance notice to Customer in the event of any scheduled Downtime. Versaterm shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the service in connection with Downtime, whether scheduled or not.

### 3.3. Support Services

Versaterm shall establish, sufficiently staff, and maintain the organization and processes necessary to provide telephone and/or email-based technical support, troubleshooting, error identification, isolation and remediation, and other assistance directly to the Customer and its authorized users.

Versaterm will provide the Customer with any resource containing information that will aid in problem and error resolution and correction, as well as any other technical resources made electronically available to any of Versaterm's other customers.

### 3.4. Response Times

Customer may raise a support issue with Versaterm – SPIDR Tech product group, by e-mailing [support@spidrtech.com](mailto:support@spidrtech.com) or phoning 877-746-8276. Versaterm shall endeavor to respond in a timely fashion.

Versaterm is deemed to have responded when it has replied to the Customer's initial request. This may be in the form of an email or telephone call, to either provide a solution, request further information, or propose an ETA for a solution.

Initial target response times depend on the priority of the item(s) affected and the severity of the issue. They are shown in the table below:

Priority	Response Time	Description
Priority 0	< 1 hour	Complete Degradation – Impacts entire agency. SPIDR Tech API completely unavailable
Priority 1	< 2 hours	Significant degradation – critical functional unavailable, business impacting. Incorrect/misleading messages
Priority 2	1 business day	Limited degradation: minor functionality unavailable, business processes can continue. Message schedule and timelines Administrative interface issues
Priority 3	Best Effort	Very minor degradation: no business process impact

Response times apply to typical business hours .Commercially reasonable efforts will be used for cases after normal business hours and on holidays, as necessary to support Versaterm's obligations under the Service Schedule. Complete outages are monitored and acted upon 7x24x365.

### 3.5. Resolution times

Versaterm shall endeavor to use commercially reasonable effort to resolve problems as swiftly as possible. Versaterm does not guaranteed resolution times

### **3.6. Security**

Working with law enforcement and prosecutor data requires special security considerations, and Versaterm supports these requirements for the provision of SPIDR Tech related Services. Versaterm performs background checks on all employees. Versaterm ensure that the necessary employees have completed Criminal Justice Information System (CJIS) Level 4 Security Awareness Certification and signed a CJIS Security Addendum. VShould Customer require further all project personnel to an agency background, upon request, additional costs may apply.

Customer acknowledges and agrees that SPIDR Tech Services are , hosted by Amazon Web Services (AWS) GovCloud.. AWS follows Criminal Justice Information Services (CJIS) compliance guidelines, and Versaterm possess supporting documentation detailing our compliance.

Versaterm will and does not install, own, or manage any equipment within your agency's network. Our Services are hosted in the cloud, and the networks talk to each other via a secure Virtual Private Network (VPN) or API

For the provision of SPIDR Tech Services Versaterm utilizes a Federal Information Processing Standard (FIPS) 140-2 compliant encryption method to encrypt CJIS data at rest, including database backups and volumes.

Email services for the agency subdomain are secured using Sender Policy Framework (SPF) and Domain Keys Identified Mail (DKIM) records. Web services are secured using Secure Sockets Layer (SSL) certificates and Transport Layer Security (TLS) connections.

Customer acknowledges that user role security can be optimized by using the agency's Single Sign On (SSO) provider which can include multi-factor authentication.

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Versaterm Public Safety US, Inc.

By: \_\_\_\_\_

Name:

Title:

Date:

City of San Bruno

By: \_\_\_\_\_

Name:

Title:

Date: