

**SAAS AGREEMENT**  
(SaferWatch)

This SaaS Agreement (“Agreement”), dated and effective as of January 1<sup>st</sup>, 2019 (the “Effective Date”), is entered into by and between SaferWatch, LLC, a Delaware limited liability company registered to do business in Florida (hereinafter referred to as “Provider” or “SaferWatch”) and The School Board of Broward County, Florida, a body corporate and political subdivision of the State of Florida located at 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301 (hereinafter referred to as “Customer”).

**RECITALS**

- A. Provider provides a suite of safety-focused software-as-a-service (SaaS) web and mobile based products, including a secure web portal known as the “Command Center”, downloadable mobile applications and related services, which together facilitate two-way communications between individuals and organizations during emergency and non-emergency situations as well as the reporting of tips and information by individuals.
- B. Customer desires to engage Provider to provide the Services (as defined below) in accordance with the terms of this Agreement.
- C. Provider desires to provide the Services in accordance with the terms of this Agreement.

**AGREEMENT**

In consideration of the mutual promises and covenants hereinafter set forth, the Parties hereto agree as follows:

1. **Definitions.** For purposes of this Agreement, capitalized terms used herein shall have the meanings set forth in this Section or the meanings otherwise given to them in the main body of this Agreement or its Exhibits:

“Additional Services” means any professional or technical services provided by Provider that are set forth in the Scope of Work attached hereto as **Exhibit A** or otherwise from time to time agreed upon in writing by the Parties.

“Administrative Users” means the employees of Customer designated by Customer to serve as “Administrators” and “Super Users” of the Services.

“Applicable Laws” means any applicable law, rule, regulation or other government requirement, including Public Records Laws.

“Authorized Users” means collectively the Private Users, Public Users and Administrative Users.

“Customer Data” means any data, information, files, reports, content, media, notices, alerts, maps, written guidelines or operating procedures, or other communications or materials that Customer or its Administrative Users or Private Users input or upload to the Services. For Clarity, Customer Data shall not include any User Data.

“Geo-Fenced Locations” or “Locations” means the public locations within the Territory set forth on **Exhibit C** and such other public locations as designated by Customer and agreed to by Provider in writing from time to time in Provider’s sole discretion. For the avoidance of doubt, no privately-owned locations will be treated as Geo-Fenced Locations unless mutually agreed in writing by the Parties.

“Party” means a party to this Agreement, and collectively, such parties shall be referred to as the “Parties”

“Permitted Use” means the use of the Services to facilitate (1) two-way communications between Customer, on one hand, and individuals and organizations, on the other hand, during emergency and non-emergency situations occurring within the Geo-Fenced Locations, or (2) the reporting of tips or information to Customer by Public Users.

“Private Users” means Customer’s employees.

“Public Users” means individuals (other than Private Users or Administrative Users using the Services in their official capacity) that use the SaferWatch App and/or access or use public-facing portions of the Services.

“Public Records Laws” means any federal or state laws governing public access to governmental records which are applicable to Provider, Customer, or the subject matter of this Agreement.

“SaferWatch App” or “App” means the SaferWatch mobile application as made available to Authorized Users.

“SaferWatch Platform” means Provider's proprietary software-as-a-service web-based product, including a secure web portal known as the “Command Center” and any related data (including the licensed User Data and the provision thereof), APIs, technology and/or software and platform specific related services that Provider may provide to Customer from time-to-time pursuant to the terms of this Agreement. Without limiting the foregoing, the SaferWatch Platform shall offer the features and provide the functionality and services set forth in the Scope of Work attached hereto as **Exhibit A**. For clarity, the SaferWatch Platform shall be provided on a web-based basis and contain the administrative and dashboard functionality set forth in **Exhibit A**.

“Services” means, collectively, (i) the SaferWatch Platform, (ii) the SaferWatch App, (iii) any Additional Services, and (iii) any additional services, solutions, data or technology expressly provided by Provider hereunder.

“Territory” means Broward County, Florida.

“User Data” means any data, information, files, reports, content, media, tips or communications that a Public User inputs or uploads to the SaferWatch App or public facing portions of the Services. For clarity, User Data shall not include any Customer Data.

## 2. Services.

a. SaferWatch Platform. During the Term (as defined below) and subject to the terms and provisions of this Agreement, Provider hereby grants to Customer a non-exclusive, non-transferable right to permit Administrative Users and Private Users to access and use the SaferWatch Platform solely for the Permitted Use and consistent with any applicable documentation provided to Customer. Customer may establish certain Geo-Fenced Locations related to use of the Services as set forth in and subject to the Scope of Work attached hereto as **Exhibit A**.

b. Additional Services. During the Term and subject to the terms and provisions of this Agreement, Provider will use commercially reasonable efforts to provide Customer with: (i) the Additional Services set forth in the Scope of Work attached hereto as Exhibit A, and (ii) any Additional Services otherwise from time to time agreed to by the Parties in writing.

c. SaferWatch App. During the Term (as defined below) and subject to the terms and provisions of this Agreement, Provider hereby grants to Customer a non-exclusive, non-transferable right to allow Authorized Users to download the SaferWatch App. Authorized Users shall be granted access to the SaferWatch App by downloading the app via the Apple's iTunes App Store or the Google's Android Play Store and then completing all applicable registration requirements prompted by the SaferWatch App. For the avoidance of doubt, Public Users will only be granted access to select publicly facing features and functionality within the SaferWatch App, while Administrative Users and Private Users selected by Customer may be granted access to internal and back-end administrative features and functionality within the SaferWatch App.

d. Administrative Users & Private Users. Administrative Users and Private Users selected by Customer shall be granted access to the SaferWatch Platform through issue of user names and passwords by Customer's IT administrator. Customer shall be responsible for verifying the status of such Administrative Users and Private Users, updating such lists on a regular basis and providing any such lists to Provider upon request. Provider shall have the right to monitor use of the Services and user credentials by Administrative Users and Private Users. Customer and each Administrative User and Private User are responsible for maintaining the confidentiality of usernames and passwords. Customer agrees to immediately notify Provider of any unauthorized use of the Services of which Customer becomes aware. Each Administrative User and Private User accessing the SaferWatch Platform shall be required to have a separate Authorized User account and sharing of accounts or passwords is not permitted.

3. Support and Uptime. During the Term and subject to the terms and provisions of this Agreement, Provider shall provide Customer with the following support services for the Services: (i) reasonable telephone support related to use of the Services from 8am to 6pm Eastern Time at the phone number provided by Provider, and reasonable e-mail and web-based support available on a 24/7/365 basis; (ii) technical support for any material errors or bugs in the Services comprising of (1) workarounds or (2) software patches and fixes for such errors or bugs, once Provider has determined that such error

or bug is a fault in the Services; (iii) such number of in-person training sessions as mutually agreed in the Scope of Work attached hereto as **Exhibit A** or otherwise mutually agreed in writing, and online access to Provider's regularly scheduled webinar training sessions; and (iv) any other support service offered to Customer by Provider from time to time which Provider may, at its sole discretion, designate as a support service. Support services shall not include any services related to any errors, bugs or issues resulting from: (a) any alteration or modification to the Services made by any person other than Provider; (b) minor defects in the Services which do not materially affect or impair the use of the Services; (c) any incorrect or improper use of the Services; (d) failure to implement Provider recommendations in respect of any solutions or workarounds to errors previously advised by Provider; (e) errors or problems caused, at least in part, by Customer Data, User Data or any Authorized User inputs; and (f) the use of the Services for any purpose for which it was not designed (collectively "Exclusions"). Additional fees may apply to any services that Provider elects to provide related to the foregoing Exclusions. Provider shall use commercially reasonable efforts to ensure the Services is available ninety-nine point nine percent (99.9%) of the time on a monthly basis, provided however that the Services may be down due to: Exclusions, scheduled down-time for upgrades, repair and regular network maintenance, or other reason outside of Provider's control. Whenever possible, Provider shall perform maintenance at times that minimize inconvenience to Customer. Provider shall use reasonable efforts to ensure that Provider's servers have sufficient capacity and rate of connectivity to provide the Customer and Authorized Users with reasonable uptime. If the Services fail to operate in substantial conformance with the terms of this Agreement, Customer shall immediately notify Provider, and Provider shall promptly use reasonable efforts to restore access to the Services as soon as possible. Customer acknowledges and agrees that additional service fees shall apply in the event that Customer modifies or otherwise changes any of its Third Party Technology (as defined below) during the Term in a manner that requires Provider to provide any technical or consulting services in order to facilitate use of the Services with any new Third Party Technology. Any such additional service fees shall be subject to mutually agreed-upon terms and conditions in a writing signed by both Parties.

#### 4. Customer Agreements.

a. Requirements and Restrictions. Except as expressly set forth herein, Customer and its Authorized Users shall not: (a) copy the Services; (b) loan, rent, sublicense, or lease the Services (including any User Data) or otherwise transfer or assign the right to use the Services, including but not limited to posting or otherwise making the Services available on the Internet including as a service bureau or application service provider; (c) itself, nor permit or encourage others to, reverse engineer, decompile, decipher, disassemble, translate or otherwise decrypt or discover the source code of all or any portion of the Services; (d) modify, adapt or write or develop any derivative works based on the Services or use the Services in any manner except as expressly provided in this Agreement; (e) interfere with or disrupt the integrity or the operation of the Services; (f) copy any features, functions, screens, interfaces or graphics of the Services; or (g) create or use Geo-Fenced Locations for the benefit of any private entity or organization. Under no circumstances shall Customer allow other entities or organizations (other than Authorized Users) to access or use the Services without Provider's prior written consent. Authorized Users shall be subject to additional legal terms and conditions, including end user license agreements, terms of use/service, privacy policies and other applicable terms and conditions made available to them when they download the SaferWatch App or otherwise access the SaferWatch Platform or other Services (collectively, "Additional Terms"), all of which Provider may amend, supplement or otherwise modify from time to time.<sup>1</sup> Provider shall notify Customer of any amendments, supplements or modifications to the Additional Terms. Customer may give written notice to Provider of its intent to terminate this Agreement for convenience within sixty (60) calendar days of notification by Provider of any amendment, supplement or modification to the Additional Terms that affects Customer's rights or obligations under this Agreement in a materially adverse manner. Such written notice shall specify how such amendment, supplement or modification materially and adversely affects Customer. Provider shall thereafter have fourteen (14) calendar days to revoke or otherwise revise the offending amendment, supplement or modification to the satisfaction of Customer, in its good-faith reasonable discretion, and if Provider does so, Customer may not terminate this Agreement pursuant to this Section 4.a. Customer covenants and agrees that it shall: (i) perform those tasks and assume those responsibilities required of it by Provider to provide the Services, including, without limitation, providing Private and Administrative Users with equipment and/or Internet access to access and use the Services; (ii) comply with all Applicable Laws when using the Services; and (iii) ensure that only Private and Administrative Users authorized by Customer use the Services, and only as intended and in accordance with the terms of this Agreement and any provided documentation. The Parties acknowledge and agree that nothing in this Agreement shall prevent Provider from providing the Services to any other party or organizations. Provider shall have the right and authority to monitor and audit Customer's use of the Services electronically to ensure compliance with the terms of this Agreement.

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<sup>1</sup> As of the Effective Date, certain Additional Terms may be accessed at: <https://www.saferwatchapp.com/userprivacy>; <https://www.saferwatchapp.com/enduserlicenseagreement>; and <https://www.saferwatchapp.com/platformtermsofservice>.

b. **Modifications.** Customer acknowledges and agrees that, from time-to-time, portions of, or functionality included in, the Services may be added to, modified, or deleted by Provider and that the Services may change over time. Provider may (but is not required to) expand or enhance the Services by providing additional features in the general course of Provider's standard development model and product road map. Customer may propose new or different features or functionality for the Services and Provider shall in its sole discretion evaluate and determine whether to implement such requests. However, if any modification or deletion performed by the Provider materially and adversely affects the functionality of the Services, the Customer reserves the right to terminate this Agreement, upon providing thirty (30) calendar days written notice of its intent to terminate to Provider. Upon receipt of the notice of intent to terminate, the Provider shall have thirty (30) calendar days to alter any modification or deletion to restore the Services to a level of functionality acceptable to the Customer in its reasonable discretion. If Provider chooses not to restore the Services to an acceptable level of functionality within such time, the Customer shall be entitled to terminate this Agreement and receive a refund of a pro rata share of any fees paid in advance for the System.

c. **Third Party Technology.** Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed for it or its Private and Administrative Users to connect to, access or otherwise use the Services, including, without limitation, a working Internet connection, mobile devices with working access to cellular networks, modems, hardware, servers, software, operating systems, networking, web servers and other technology, software or equipment (collectively, "Third Party Technology"). Without limiting the foregoing, Customer acknowledges that the Third Party Technology includes the latest versions of Google Chrome web browsers, Safari web browsers, and Android and iOS operating systems and mobile devices not greater than three (3) years old. Customer and/or the applicable Authorized User shall also be responsible for maintaining the security of the Third Party Technology, Customer accounts, passwords (including but not limited to administrative and user passwords) and files, and for all uses of any of the Customer accounts or the Third Party Technology with or without Customer's knowledge or consent. In order for Customer to make full use of the Services, it may be necessary for Customer to use particular Third Party Technology and Customer shall be responsible for procuring and maintaining such Third Party Technology and complying with any requirements related thereto. If Customer is unable to access all or part of the Services because it does not have access to any necessary Third Party Technology, this shall not constitute a breach of this Agreement by Provider and Provider shall not be liable for any loss, damage or expense which may result from Customer's inability to access the Services.

d. **Regulatory Compliance.** Customer shall be responsible for compliance with any Applicable Laws related to Customer's business, operations, services and offerings (collectively, "Customer Services"), including, without limitation, that Customer's use of the Service in connection with the Customer Services.

5. **Provider Rights.** Customer acknowledges and agrees and hereby grants Provider any and all rights and licenses to: (i) access, use, process, display and manipulate any Customer Data and any Provider equipment or Third Party Technology to enable Provider to perform under this Agreement and to provide, improve and monitor the Services; and (ii) display or use, in advertising or otherwise, Customer's name, logo and trademarks, to provide the Services and to indicate that Customer is or was a customer of Provider.

6. **Ownership; Customer Data.**

a. **Provider IP.** Customer agrees that the Services and all Feedback is owned by Provider or its licensors, and is protected by U.S. and international intellectual property laws, and that Provider shall solely own and retain all right, title and interest to, including all intellectual property rights in, the Services and Feedback; provided, however, that certain Feedback from Customer may also qualify as public records under Public Records Laws. For purposes of this Agreement, the term "Feedback" means any feedback from Customer or any Authorized Users related to their respective access to and use of the Services, including without limitation, feedback on features or functionality, usability, specifications, architectural diagrams, APIs and related information, software or hardware compatibility, interoperability, performance, bug reports, test results and documentation requirements, and may also include suggestions or ideas for improvements or enhancements to the Services. Customer agrees to assign and hereby does assign to Provider all of its right, title and interest in and to the Feedback, including all intellectual property rights therein. The Services and all Feedback shall be deemed the Confidential Information of Provider.

b. **Customer IP.** Provider and Customer agree that, as between the Parties, the Customer Data is owned by Customer and is protected by U.S. and international intellectual property laws, and that Customer shall solely own and retain all right, title and interest to, including all intellectual property rights in, the Customer Data, subject to the rights granted to Provider in Section 4 above.

c. Customer Data. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and copyright of all Customer Data, and Provider assumes no responsibility for the deletion, correction, destruction, loss, infringement or failure of the Services to store any Customer Data, unless such deletion, correction, loss, infringement or failure of the Services to store Customer Data results from the gross negligence of Provider. Subject to the foregoing, Provider reserves the right to establish a maximum amount of memory or other computer storage and a maximum amount of Customer Data that Customer (or its Authorized Users) may store, post or transmit on or through the Services, but such maximum amount shall be reasonably sufficient to (i) allow for the intended use of the Services by Customer and Administrative Users and Private Users, and (ii) comply with Public Records Laws and applicable State records retention schedules. Provider shall not be required to maintain a backup or copy of any Customer Data and Provider shall have no liability for any loss of Customer Data. Customer shall comply with local, national and international laws and regulations applicable to the transmission or storage of data through the Services. Customer shall be solely responsible for its actions while using the Services and the contents of its transmissions through the Services. Customer is solely responsible for ensuring that it and its Administrative Users and Private Users have all rights necessary to provide the Customer Data to Provider and the Services. Customer acknowledges and agrees that no transmission or hosting of data is one hundred percent (100%) secure and there remains a possibility that Customer Data may be subject to unauthorized access by hacking, malware, systems breach or other unauthorized method and Provider shall have no liability relating to any such breach or access.

d. User Data. Provider and Customer agree that all User Data is and shall be owned by the Public Users that input or upload such User Data to the Services. Notwithstanding the foregoing, pursuant to and subject to the Additional Terms, Provider shall require that Public Users grant to Provider a right and license to use the User Data for Provider's commercial purposes, including, without limitation, to provide the Services and to share User Data with its customers (as more fully set forth in the Additional Terms). In connection with such license from Public Users, Provider hereby grants Customer a non-transferable, non-sublicensable right and license to use the User Data solely from or related to the Geo-Fenced Locations for the Permitted Use and otherwise exercising Customer's rights under this Agreement with respect to the Services (which, for the avoidance of doubt, includes carrying out law enforcement and/or public safety related activities, such as the prosecution of criminal activity or providing assistance in connection therewith). Customer acknowledges and agrees that the User Data is subject to the provisions and requirements of the Additional Terms and Applicable Law and that ecosystem providers (e.g. Apple, Google, etc.) and changes in Applicable Law may require Provider to change or modify the Additional Terms (or Provider may determine in its sole discretion that changes to the Additional Terms are otherwise required) and such changes or modifications may impact the rights granted hereunder and/or limit the future rights to use User Data. In the event that such changes or modifications to the Additional Terms are implemented, the Parties agree to promptly revise or amend the terms of this Agreement as required to reflect such changes or modifications. However, in the event that such changes or modifications materially and adversely affect the Customer's ability to effectively use User Data for law enforcement purposes, the Customer reserves the right to terminate this Agreement, upon providing thirty (30) calendar days written notice of its intent to terminate to Provider. Upon receipt of the notice of intent to terminate, the Provider shall have thirty (30) calendar days to alter any change or modification to restore the Customer's ability to effectively use the User Data for law enforcement services to a level of functionality acceptable to the Customer in its reasonable discretion. If Provider chooses not to restore the Customer's ability to effectively use the User Data for law enforcement services to an acceptable level of functionality within such time, the Customer shall be entitled to terminate this Agreement and receive a refund of a pro rata share of any fees paid in advance for the System. Provider assumes no responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and copyright of User Data, and Provider assumes no responsibility for the deletion, correction, destruction, loss, infringement or failure of the Services to store any User Data, except to the extent of Provider's gross negligence. The Services shall store User Data for that period of time set forth in paragraph 9 of **Exhibit A** hereto at no additional cost or fee to Customer. Subject to the foregoing, Provider reserves the right to establish a maximum amount of memory or other computer storage and a maximum amount of User Data that any Authorized Users may store, post or transmit on or through the Services, but such maximum amount shall be reasonably sufficient to (i) allow for the intended use of the Services by Customer and Administrative Users and Private Users, and (ii) comply with applicable public records laws and applicable State records retention schedules. Except as required by Public Records Laws, Provider shall not be required to maintain a backup or copy of any User Data and Provider shall have no liability for any loss of User Data, whether caused by Provider, Customer, any third-party service provider or any third party. Provider assumes no responsibility for compliance with local, national and international laws and regulations applicable to the transmission or storage of data through the Services. Customer shall be solely responsible for its actions and those of its Private and Authorized Users while using the Services and its or their use of the User Data. Provider assumes no responsibility for ensuring that the Public Users have all rights necessary to provide the User Data to the Services. Customer acknowledges and agrees that no transmission or hosting of data is one hundred percent (100%) secure and there remains a possibility that User Data may be subject to unauthorized access by hacking, malware, systems breach or other unauthorized method and Provider shall have no liability relating to any such breach or access.

7. **Fees.**

a. **Fees and Payment Terms.** Customer agrees to pay Provider the annual fees and additional amounts set forth in **Exhibit B** with respect to the use of or provision of the Services hereunder. Except as set forth in **Exhibit B** or otherwise agreed in writing, Provider shall invoice Customer on an annual basis for all annual usage fees. Except as expressly permitted elsewhere in this Agreement, all amounts paid by Customer hereunder are non-refundable. Except as set forth in **Exhibit B**, Customer shall pay all such invoices within thirty (30) calendar days of the applicable invoice date. Unpaid amounts are subject to a late charge of one point five percent (1.5%) per month on any outstanding balance, or the maximum permitted by Applicable Laws, whichever is lower, plus all expenses of collection and may result in immediate termination of Services.

b. **Taxes.** Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Provider's net income.

8. **Term; Expiration.** This Agreement shall commence on the Effective Date and shall expire at the end of the term set forth in **Exhibit B** (the "Term"). A Party shall have the right to terminate this Agreement immediately (a) if the other Party breaches any material term or provision of this Agreement and such breach remains uncured twenty (20) business days after it provides written notice to the breaching Party of such breach, or (b) the other Party terminates its business activities or becomes insolvent, admits in writing its inability to pay debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority. In the event said termination is the result of the Provider's uncured breach or the termination of its business activities, Customer shall be refunded the pro rata share of fees paid in advance for services rendered. Upon expiration or termination of this Agreement access to the Services by the Customer and its Authorized Users will be terminated. Sections 5 through 13 shall remain in full force and effect notwithstanding termination of Agreement.

9. **Confidentiality.**

a. **"Confidential Information"** means any information disclosed previously or in the future by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, business plans, source code, software, documentation, specifications, mock ups, financial analyses, marketing plans, customer names, customer lists, customer data, product plans, products, services, inventions, processes, designs, drawings, engineering or hardware configuration information, know-how, trade secrets, or any other proprietary or business information), which is designated as "Confidential," "Proprietary" or some similar designation, or other information, the confidential or proprietary nature of which is reasonably apparent under the circumstances. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other competent evidence in the Receiving Party's possession; or (vi) qualifies as a public record pursuant to Public Records Laws and is not otherwise exempted from disclosure as confidential, proprietary or trade secret information pursuant to other Applicable Laws. The Services shall be considered the Confidential Information of Provider without any further requirement of marking or designation. Moreover, it shall not be a breach of this Agreement for the Receiving Party to disclose to a court or other governmental body Confidential Information of the Disclosing Party which the Receiving Party is required by law to disclose to such entity, provided that the Receiving Party shall give the Disclosing Party written notice of such requirement prior to disclosure so that the Disclosing Party may seek a protective order or other appropriate relief.

b. **Non-Disclosure and Non-Use.** Subject only to Public Records Laws, the Receiving Party shall not disclose any Confidential Information of the Disclosing Party to third parties or to the Receiving Party's employees, except those employees who require the information to perform obligations or exercise rights granted under this Agreement and who have agreed to keep such information confidential in accordance with this Agreement. The Receiving Party shall not use any Confidential Information of the Disclosing Party for any purpose other than for the purposes contemplated by this Agreement, except as required by Applicable Laws (and only after the Receiving Party complies with the last sentence of Section 9.a., above). The Receiving Party shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party. Without limiting the foregoing, the Receiving Party shall exercise the same degree of care to protect Confidential Information of the Disclosing Party as it does to protect its own highly

confidential information of like nature, which shall in no event be less than reasonable care. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party's Confidential Information.

10. **Indemnities.**

a. **Provider.** Provider shall indemnify, defend and hold harmless, counsel being subject to the Customer's approval, Customer and its officials, officers, directors, employees, agents, suppliers and customers from and against any and all third party claims, losses, damages, costs, expenses (including reasonable attorneys' fees) or liabilities (collectively, "Claims") relating to, or arising out of, any third party claim (i) alleging that the Services (excluding any Customer Data or User Data) infringes, misappropriates or violates the U.S. intellectual property rights or proprietary or privacy rights of a third party, or (ii) arising out of the negligence of Provider or its agents, servants and employees, except where such claim also arises out of the gross negligence or intentional misconduct of Customer or its agents, servants and employees. The foregoing obligations with respect to clause (i), above, do not apply with respect to portions or components of the Services (1) not supplied by Provider, (2) made in whole or in part in accordance with Customer specifications, (3) that are modified after delivery by Provider, (4) combined with other products, processes or materials where the alleged infringement relates to such combination, (5) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (6) where Customer's use of the Services is not strictly in accordance with this Agreement and any provided documentation. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Provider to be infringing, Provider may, at its option and expense (a) replace or modify the Services to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Services, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Services.

b. **Customer.** Customer shall indemnify, defend and hold harmless, counsel being subject to the Provider approval, Provider and its officials, officers, directors, employees, agents, suppliers and customers from and against any and all third party claims, losses, damages, costs, expenses (including reasonable attorneys' fees) or liabilities (collectively, "Claims") relating to, or arising out of, any third party claim (i) alleging that Customer Data or Third Party Technology not supplied by Provider infringes, misappropriates or violates the U.S. intellectual property rights or proprietary or privacy rights of a third party, or (ii) arising out of the gross negligence or intentional misconduct of Customer or its agents, servants and employees when acting in the scope of their employment.

c. Notwithstanding the foregoing, nothing contained in this Section 10 shall be construed as a waiver of the Customer's or Provider's limitations, privileges, rights, and immunities under Applicable Laws relating to sovereign immunity and similar immunities, including, without limitation, Section 768.28, Florida Statutes, as may be amended from time to time (to the extent Customer qualifies as one of Florida's "state agencies or subdivisions" under such statute). Without limiting the foregoing, Customer agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment, and agrees to be liable for any damages resulting from said negligence.

d. This Section 10 shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations

11. **Limitation of Liability.** PROVIDER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF SOURCE MEDIA AND/OR CUSTOMER DATA OR USER DATA, OR COSTS OF RECREATING LOST SOURCE MEDIA AND/OR CUSTOMER DATA OR USER DATA) ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE TOTAL AGGREGATE AND CUMULATIVE LIABILITY OF PROVIDER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SHALL BE THE SERVICES FEES PAID BY CUSTOMER TO PROVIDER IN THE SIX MONTHS PRIOR TO SUCH CLAIM; *PROVIDED, HOWEVER, THAT THE LIMITATIONS*

OF LIABILITY SET FORTH IN THIS SECTION 11 SHALL NOT APPLY TO PROVIDER'S LIABILITY OR OTHER OBLIGATIONS, IF ANY, TO CUSTOMER UNDER SECTION 10, ABOVE

12. **Disclaimers.**

a. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, AND ALL INFORMATION, CONTENT, AND MATERIALS INCLUDED ON OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES, ARE PROVIDED TO CUSTOMER "AS IS" "WITH ALL FAULTS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, QUIET-ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OR DISTRIBUTION OF THE SERVICES IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, TRADE USAGE OR INDUSTRY CUSTOM. PROVIDER SPECIFICALLY DISCLAIMS ANY REPRESENTATION AND WARRANTY THAT THE SERVICES WILL BE ERROR FREE OR WILL FUNCTION UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES CAN OR WILL BE CORRECTED, THAT ANY SUCH CORRECTION CAN OR WILL BE MADE IN A TIMELY MANNER, THAT THE SERVICES WILL OPERATE IN THE COMBINATIONS WHICH MAY BE REQUIRED, WILL PRODUCE THE RESULTS REQUIRED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET ANY CUSTOMER REQUIREMENTS.

b. **Additional Disclaimers.** THE SERVICES ARE A SOFTWARE-BASED COMMUNICATION TOOL WITH A GOAL OF FACILITATING EMERGENCY AND NON-EMERGENCY COMMUNICATIONS AMONG AUTHORIZED USERS. PROVIDER IS NOT ITSELF AN EMERGENCY SERVICE PROVIDER AND IS NOT RESPONSIBLE FOR MONITORING THE CONTENT OF COMMUNICATIONS OR INFORMATION (INCLUDING ANY CUSTOMER DATA OR USER DATA) TRANSMITTED THROUGH THE SERVICES OR RESPONDING TO COMMUNICATIONS OR INFORMATION (INCLUDING ANY CUSTOMER DATA OR USER DATA) TRANSMITTED THROUGH THE SERVICES. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR ITS (AND ITS PRIVATE AND ADMINISTRATIVE USERS') USE OF THE SERVICES AND FOR DETERMINING THE ACCURACY OF THE INFORMATION PROVIDED THROUGH THE SERVICE BY AUTHORIZED USERS, COMPLETENESS AND CREDIBILITY OF INFORMATION OR COMMUNICATIONS (INCLUDING CUSTOMER DATA AND USER DATA) TRANSMITTED THROUGH THE SERVICES AND FOR DETERMINING APPROPRIATE RESPONSES TO SUCH INFORMATION OR COMMUNICATIONS.. PROVIDER EXPRESSLY DISCLAIMS ALL RESPONSIBILITY FOR AND WILL NOT VERIFY THE ACCURACY, COMPLETENESS OR CREDIBILITY OF ALL COMMUNICATIONS AND INFORMATION (INCLUDING CUSTOMER DATA AND USER DATA) TRANSMITTED BY AUTHORIZED USERS THROUGH THE SERVICES. PROVIDER IS NOT RESPONSIBLE OR LIABLE FOR PROVIDING EMERGENCY SERVICES WITHIN THE TERRITORY, AND PROVIDER DISCLAIMS ALL RESPONSIBILITY THEREFOR. THE SAFERWATCH PLATFORM AND SAFERWATCH APP ARE MERELY A SOFTWARE TOOL AND PROVIDER MAKES NO GUARANTEES THAT USE OF THE SAFERWATCH PLATFORM OR SAFERWATCH APP OR OTHER SERVICES WILL PREVENT, STOP OR MINIMIZE EMERGENCY SITUATIONS OR THAT USE OF ANY OF THE SERVICES WILL PREVENT, STOP OR MINIMIZE INJURY OR DEATH TO PERSONS OR THEFT OF OR PHYSICAL DAMAGE TO PROPERTY. RELIANCE ON ANY COMMUNICATIONS OR INFORMATION (INCLUDING CUSTOMER DATA AND USER DATA) TRANSMITTED THROUGH THE SERVICES IS SOLELY AT CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES AND AGREES THAT PROVIDER AND PROVIDER'S AFFILIATES WILL NOT BE HELD LIABLE FOR DAMAGE, DEATH OR INJURY RESULTING FROM ACCESS OR THE IMPOSSIBILITY OF ACCESS OR FROM THE USE OR IMPOSSIBILITY OF USE OF SERVICES (OR ERRORS IN THE SERVICES) OR FROM THE FACT THAT CUSTOMER HAS OR HAS NOT RELIED ON INFORMATION OR COMMUNICATIONS (INCLUDING CUSTOMER DATA OR USER DATA) TRANSMITTED THROUGH THE SERVICES. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT IT IS CUSTOMER'S RESPONSIBILITY TO UPLOAD EXIT MAPS AND EMERGENCY OPERATING PROCEDURES TO THE SAFERWATCH PLATFORM AND TO DISSEMINATE AND/OR IMPLEMENT THOSE EXIT MAPS AND EMERGENCY OPERATING PROCEDURES IN APPROPRIATE CIRCUMSTANCES. PROVIDER ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS OR APPROPRIATENESS OF SUCH EXIT MAPS OR EMERGENCY OPERATING PROCEDURES. CUSTOMER ALSO EXERCISES SOLE CONTROL OVER ALL EMERGENCY ALERTS OR NOTIFICATIONS TRANSMITTED BY IT THROUGH THE SERVICES, INCLUDING THE TIMING, CONTENT AND RECIPIENTS OF SUCH ALERTS OR NOTIFICATIONS. CUSTOMER UNDERSTANDS AND AGREES THAT PROVIDER DISCLAIMS ANY AND ALL LIABILITY, WHATSOEVER, WHETHER RAISED BY A THIRD PARTY OR OTHERWISE, FOR ANY AND ALL REASONS RELATED TO PERSONAL INJURY, DEATH OR



LOSS, INVASION OF PRIVACY, PROPERTY DAMAGE, AND INTERRUPTION TO BUSINESS WHICH MAY RESULT FROM THE USE OR ANY ERRORS OR OMISSIONS OF THE SERVICES, OR FROM THE FAILURE TO UPDATE OR PROVIDE ANY INFORMATION THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT DUE TO SAFERWATCH APP SETTINGS, MOBILE DEVICE SETTINGS OR OTHER TECHNOLOGICAL OR USER IMPLEMENTATIONS, RESTRICTIONS, SETTINGS OR LIMITATIONS, (1) AUTHORIZED USERS MAY HAVE LIMITED OR NO FUNCTIONALITY WITH REGARD TO THE SERVICES OR SAFERWATCH APP, (2) CERTAIN INFORMATION, ALERTS OR COMMUNICATIONS MAY NOT BE SENT OR RECEIVED IN A TIMELY MANNER OR AT ALL, AND (3) LOCATION BASED COMMUNICATIONS AND GEO-FENCING RESTRICTIONS MAY NOT BE FULLY ACCURATE AND ALL INTENDED RECIPIENTS MAY NOT RECEIVE (OR BE ABLE TO SEND) COMMUNICATIONS.

c. **Limitations.** Customer understands and agrees that temporary interruptions of the Services may occur as normal events. Customer further understands and agrees that Provider has no control over third party networks that Customer or the Authorized Users may access or attempt to access in the course of the use of the Services, and therefore, delays and disruption of network transmissions and inaccuracies in results may be completely beyond Provider's control and Provider assumes no responsibility for such delays, disruptions or inaccuracies. Without limiting the foregoing, Customer acknowledges that the accuracy of location-based information, including information based on geo-fencing and geographic boundaries, may be impacted by network settings selected by Authorized Users. Additionally, the interoperability of phone and internet networks may impact the timeliness and delivery of alerts, notifications and other communications circulated using the Services including those based on geo-fencing and geographic boundaries. Without limiting any other provision in this Agreement, Customer understands and agrees that the SaferWatch Platform, SaferWatch App and each of the other Services are provided "AS IS" and that Provider assumes no responsibility for the timeliness, deletion, misdelivery or failure to store any Customer Data, User Data, communications or personalization settings.

d. **General.** SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

13. **General.**

a. The parties agree to the additional terms set forth in **Exhibit D** attached to this Agreement. The relationship between the Parties is that of independent contractors. This Agreement will not create or be deemed to create any agency, partnership or joint venture between the Parties. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Parties and supersede any and all prior agreements and understandings between the Parties, written or oral, not incorporated herein with respect to the subject matter of this Agreement. This Agreement may not be changed unless mutually agreed upon in a writing signed by authorized representatives of both Parties. In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of this Agreement. This Agreement shall be governed by the laws of the State of Florida without giving effect to its principles of conflict of laws. The Parties hereby irrevocably and unconditionally submit to the jurisdiction and venue of the Exclusive Venues. For purposes hereof, "Exclusive Venues" means the state and federal courts located within the county encompassing Customer's principal place of business; *provided, however*, that if Customer is not (i) a U.S. state, (ii) a subdivision of a U.S. state (e.g., a county, city, town or municipality) or (ii) an agency of a U.S. state or its subdivisions (e.g., a police department or school district), then "Exclusive Venues" shall instead mean the state and federal courts located within Palm Beach County, Florida.

b. Neither Party shall assign this Agreement, or assign or delegate any of its rights or obligations pursuant to this Agreement (except as provided herein) without the prior written consent of the other Party. The Parties recognize that a Party would suffer irreparable harm if the other Party breached its obligations under this Agreement and that monetary damages might not be adequate to compensate the non-breaching Party for any breach hereof. In the event of a breach or attempted breach of any of the provisions herein, the non-breaching Party, in addition to its other remedies, shall be entitled to specific performance and/or injunctive relief in order to enforce performance or prevent any violation of the provisions of this Agreement. If a suit or action is instituted in connection with any claim or controversy arising out of this Agreement, the prevailing Party shall be entitled to recover, in addition to costs, such sums the court may adjudge reasonable as attorneys' fees.

c. Provider shall not be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by reason of acts of God, wars, terrorism, revolution, civil commotion, acts of public enemy, embargo, network failures, acts of government in its sovereign capacity, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Provider. Waiver by any Party of strict performance of

any provision of this Agreement must be in writing and signed by the Party adversely affected thereby. Such waiver shall not be a waiver, or prejudice the Party's right to require strict performance, of the same provision in the future, or of any other provision. This Agreement may be executed in any number of counterparts. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the Parties after the date hereof.

d. For the purposes of 11 U.S.C. § 365(n), the Parties acknowledge and agree that this Agreement constitutes a license grant of intellectual property in software form to Customer by Provider. Customer may not remove or export from the United States or allow the export or re-export of the Services, or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

e. Unless the context clearly requires otherwise, the use of the term "including" shall mean "including, without limitation," in all instances.

f. This Agreement and Exhibits A, B, C and D shall take priority and govern in the event of any conflict with the provisions contained in the Additional Terms referenced in Section 4.a. of this Agreement.

14. **Conflicts.** Provider shall not have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Provider's loyal and conscientious exercise of judgment and care related to Provider's performance under this Agreement. Provider further agrees that none of Provider's officers or employees shall, during the term of this Agreement, serve as an expert witness against Customer in any legal or administrative proceeding in which he, she, or Provider is not a party, unless compelled by court process. Further, Provider agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Customer in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Provider or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

15. **Representation of Authority.** Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full authority.

*[Signature Pages Follow]*

[Signature Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first written above.

Provider:

SAFERWATCH LLC

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

Print Name: Geno Roefaro

Title: President

ATTEST:

Witness 1

Witness 2

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 28 day of January, 2019 by Geno Roefaro of SaferWatch LLC, on behalf of the corporation/company/agency.

He/She is personally known to me or produced Florida Driver License as identification and did/did not first take an oath.

My Commission Expires: September 3, 2022 \_\_\_\_\_

Signature - Notary Public

Cynthia Remy  
Printed Name of Notary

GG 254760  
Notary's Commission No.



[Signature Page Follows]

[Signature Page]

(Corporate Seal)

**Customer:**

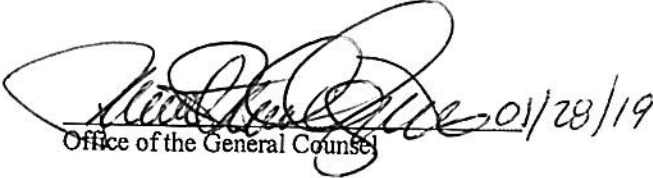
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Heather P. Brinkworth, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
Office of the General Counsel

**Exhibit A**  
**Scope of Work**

1. **Features:** The SaferWatch Platform and SaferWatch App will provide Customer with the following features and capabilities:
  - a. Public and Private Users will be able to use the SaferWatch App to:
    - Create a User profile, add Emergency Contacts and add an optional Medical Profile
    - Users will be able to “Join” Public Locations
    - Users can set a geo-radius of where they would like to receive alerts (home, work, etc.)
    - Users can report Non-Emergencies, suspicious activity and Tips to Customer through Text, Photo, Video, or Audio through the SaferWatch Mobile App; can also submit Anonymous Tips.
      - Emergency reporting, Live Video Streaming and 911 calling via the SaferWatch App may be added in the future upon mutual agreement of the Parties in their sole discretion. If Live Video Streaming is added, it will be as a pilot program only, and thus no warranties or guarantees will be given (and in fact are hereby disclaimed by SaferWatch) as to uptime/availability, fitness for its intended purpose, or the absence of bugs and defects in connection with Live Video Streaming.
    - Users can receive real-time Alerts from Customer which may contain critical instructions
    - Users may Comment on an on-going Alert and receive updates on Alerts
  - b. Administrators will have the ability and access to:
    - Send out mass alert notifications from the SaferWatch system notifying Users
    - Receive reports of incidents based on a defined SaferWatch Location or address
    - Receive a User’s Profile upon submission of a non-anonymous Report
    - Receive User Comments, send Updates and change the Status of an Incident
    - Access to SaferWatch’s secure web portal, also known as “Command Center”
    - List Contact Information and Emergency SOPs per Location
  - c. Organization Level Users will be assigned by the Customer and will have the ability to:
    - Add Public Locations; set custom geofences
    - Send Alerts based on geo-radius, Location, User Type or Groups
2. **Product Customizations:** Product customizations are included in the Services, however, custom software development requests will need to be approved by Provider.
3. **Third-Party Custom Integrations:** Provider will provide standard implementation services for the SaferWatch Platform and/or SaferWatch App. Custom integrations must be mutually agreed upon by the parties.
4. **Number of User Licenses:** An unlimited number of licenses are granted for Public Users, Private Users and Administrative Users.
5. **Number of Locations:** Customer will be considered as one organization within the SaferWatch system. Under the Customer’s organization, Customer can use the SaferWatch Platform to establish an unlimited number of Locations within the Territory (in accordance with **Exhibit C**).
6. **Sending Mass Notifications:**
  - a. Unlimited Sending of Mass Notifications to Public Users Within the Territory.
  - b. Unlimited Sending of Mass Notifications to Private Users (includes Private Users located outside of the Territory who are subscribed to your Organization)
7. **Receiving of Intel Reports:** Unlimited Receiving of non-criminal related Intel Reports, criminal related Intel Reports may be provided by the applicable law enforcement agencies.
8. **Anonymous Tips Policy:** In the event that an Authorized User of the Services submits an Anonymous Tip to Customer and that User subsequently becomes the focus of a criminal investigation by Customer, SaferWatch will turn over all relevant User Data that is available upon an official law enforcement request and SaferWatch’s review.

9. **Additional Features:**
  - a. Unlimited Web Hosting and storage of Customer Data and User Data for up to three hundred and sixty-five (365) calendar days
  - b. Data and Media Transfers Downloadable Directly to Customer Through the SaferWatch Platform
  
10. **Dedicated SaferWatch Staff for Customer:**
  - a. Customer will be assigned a Dedicated Account Manager with responsibility or coordination with one of Provider's Project Managers
  - b. Additional product and technical staff will be assigned as needed
  - c. SaferWatch's Florida Office is located in Boca Raton, allowing SaferWatch staff to easily travel to Customer's Office when needed at no cost and expense to Customer
  
11. **Implementation Overview:**
  - a. Step 1: Customer and SaferWatch complete Onboarding Questionnaires
  - b. Step 2: SaferWatch configures Customer's Command Center Web Portal and sets up initial Locations
  - c. Step 3: SaferWatch reviews the setup with Customer's Administrators
  - d. Step 4: Customer Administrators access the System and test the setup
  - e. Step 5: SaferWatch hosts onsite and remote training sessions for Customer
  - f. Step 6: SaferWatch provides Customer with optional marketing and press release templates to help Customer spread the word about the new technology they will be rolling out
  - g. Step 7: Public announcement and go live

**Exhibit B**  
**Pricing Terms; Term**

Setup Fee: N/A.

Ongoing Fees: Customer shall pay Provider an annual fee during each year of the Term, in advance, of One and No/100 Dollar (\$1.00). The first annual fee will be invoiced upon execution of this Agreement and due upon receipt. The remaining two (2) annual fees will be invoiced on each anniversary of the Effective Date and due upon receipt.

Additional Services Fees: Customer shall pay such additional amounts related to Additional Services as are from time to time mutually agreed to by the Parties.

Term: The Term of this Agreement shall be for a period of three (3) years, commencing on the Effective Date.

**Exhibit C**  
**Geo-Fenced Locations**

- A. Each of the following facilities within the Territory may be geo-fenced as separate locations:
  - i. Customer's office facilities;
  - ii. public educational facilities (including charter, elementary, middle and high school facilities); and
- B. Unlimited temporary locations (private or public) within the Territory while public events related to Broward County, Florida public schools are hosted at such locations (which must be used for public safety purposes only).

For avoidance of doubt, Customer shall not be permitted to geo-fence any privately-owned facilities or locations, except as expressly permitted in this **Exhibit C**.



**Exhibit D**  
**Customer Terms**

- A. Sole Source Justification: Provider represents that to the best of its knowledge the SaferWatch Platform is the only commercially available law enforcement and community notification and communication tool which has the patent pending combination of services including: the ability for an end user to report incidents or tips, via video, photo, audio or text and/or Emergency Live Video (which transmits real-time video and audio streams) which may include a user's physical GPS location, nearest address, profile (including profile photo), contact information, emergency contacts and self-provided medical information directly into a law enforcement communications center or a real-time crime center. In addition to users being able to submit real-time information, the SaferWatch Platform offers the ability for law enforcement and organizations to send out unified, mass notifications to targeted geographic areas including predefined geofenced locations and locations that encompass a specific geo-radius from a defined address. Users of the App receive a unique notification tone upon receipt of an alert which helps to notify users of a real-time incident which is occurring or provide updates on an incident that has occurred. Once users have received the alert, they are able to view critical instructions provided by the law enforcement entity and offers users the ability to comment privately and directly to the law enforcement entity; possibly providing law enforcement with real-time intelligence during an active situation. Notwithstanding the foregoing, Customer represents to Provider that Rule 6A -1.012, 11(b), and 14, Florida Administrative Code and School Board Policy 3320, Section II.H, authorizes the purchase of any type of copyrighted materials, instructional materials and computer software without competitive solicitations.
- B. No Criminal History: Provider represents that its principal owners, partners, corporate officers, and employees do not have any past felony criminal convictions or any pending criminal charges. Provider has disclosed all such convictions or pending criminal charges to the Customer and further agrees to disclose any future felony convictions or pending felony criminal charges. Provider's employees directly performing services for Provider pursuant to this Agreement at Customer's premises may be subject to a background screening conducted by the Customer prior to performing such services. Such screening shall be at the expense of Customer.
- C. Civil Rights Requirements: Provider shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, sexual orientation, sexual preference, gender expression, marital status or medical status. Provider shall take affirmative action to ensure that Provider's employees are treated without discrimination in regard to their race, age, color, religion, sex, national origin, mental or physical disability, sexual orientation, sexual preference, gender expression marital status or medical status. Provider shall comply with all applicable sections of the Americans with Disabilities Act, where possible. The Provider agrees that this provision is binding upon the Provider, its successors, transferees, and assignees for the period during which services are provided. The Provider will use reasonable efforts to ensure that all subcontractors are not in violation of the terms of this Section.
- D. Public Entity Crimes Act: In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the Customer, may not be awarded or perform work as a provider, supplier, or subcontractor, under a contract with the Customer, and may not conduct business with the Customer for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Provider's execution of this Agreement acknowledges Provider's representation that it has not been placed on the convicted vendor list. Violation of this section by Provider shall result in termination of this Agreement and may cause Provider debarment.
- E. Drug-Free Workplace. Provider shall maintain a drug-free workplace program in accordance with the Drug Free Workplace Certification attached hereto as Schedule I to this **Exhibit D** and incorporated herein.
- F. Insurance. During the term of this Agreement and during any renewal or extension term of this Agreement, the Provider, at the Provider's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Provider. The Provider shall provide Customer a certificate of insurance evidencing such coverage. The Provider's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Provider shall not be interpreted as limiting the Provider's liability and obligations under this Agreement. All insurance policies shall be from insurers that possess an A.M. Best rating of A-, VII or better.

- a. Commercial General Liability. Coverage will be afforded under a Commercial General Liability policy with limits not less than: (i) \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury and Property Damage; (ii) \$1,000,000 each occurrence and \$1,000,000 aggregate for Personal and Advertising Injury, Products and Completed Operations. The policy will include coverage for contractual liability and independent contractors. Upon the written request of Customer, the Customer and its officers, employees and volunteers may be covered as additional insureds with a Clause 144 Additional Insured Endorsement or similar endorsement.
- b. Business Automobile Liability. Coverage will be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident; provided, however, if Provider does not own vehicles, Provider will maintain coverage for Hired and Non-Owned Auto Liability only, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- c. Workers' Compensation and Employer's Liability. Coverage will be afforded per Chapter 440, Florida Statutes. In connection therewith, the Provider waives, and the Provider shall ensure that the Provider's insurance carrier waives, all subrogation rights against the Customer and its officers, employees, and volunteers for all losses or damages.
- d. Insurance Certificate Requirements.
  - i. The Provider shall provide the Customer with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) calendar days prior to the start of work contemplated in this Agreement.
  - ii. The Provider shall provide to the Customer a Certificate of Insurance having a thirty (30) calendar day notice of cancellation; ten (10) business days' notice if cancellation is for nonpayment of premium. However, in the event that the insurer is unable to accommodate the foregoing cancellation notice requirements, it shall be the responsibility of the Provider to provide the proper notice.
  - iii. In the event the term of this Agreement goes beyond the expiration date of the insurance policy, the Provider shall provide the Customer with an updated Certificate of Insurance no later than ten (10) business days prior to the expiration of the insurance currently in effect. The Customer reserves the right to suspend the Agreement until this requirement is met.
  - iv. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
  - v. The Customer shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
  - vi. The Customer shall be granted a Waiver of Subrogation on the Provider's Workers' Compensation insurance policy.
  - vii. The title of this Agreement or other identifying reference must be listed on the Certificate of Insurance.
  - viii. The Certificate Holder should read as follows: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.
- e. Miscellaneous.
  - i. The Provider has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion

or limitation. Any costs for adding the Customer as an Additional Insured shall be at the Provider's expense.

- ii. If the Provider's primary insurance policy/policies do not meet the minimum requirements set forth in this Section F of this **Exhibit D**, the Provider may provide evidence of an Umbrella/Excess insurance policy to comply with the requirements.
- iii. All required insurance policies must be maintained until the until this Agreement expires or is terminated. In addition, Provider shall provide to the Customer confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The Customer reserves the right to review, at any time, coverage forms and limits of Provider's insurance policies.
- iv. The Provider shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Provider's insurance company or companies and to the Customer as soon as practical.
- f. Cyber Liability. Coverage will be afforded in an amount not less than One Million Dollars (\$1,000,000) per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data. Provider will keep such insurance in force until the third anniversary of the expiration or termination of this Agreement.
- g. Technology Errors & Omissions. Limit not less than \$1,000,000 per claim covering services provided under this Agreement.

G. Florida Specific Additional Terms.

- a. Florida Public Records. To the extent (and only to the extent) that Customer and Provider qualify as a "Public agency" and a "Contractor," respectively, as defined in Fla. Stat. § 119.0701(1), Provider shall:
  - i. Keep and maintain public records that ordinarily and necessarily would be required by the Customer in order to perform the service.
  - ii. Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Provider does not transfer the records to the Customer.
  - iv. Upon completion of this Agreement, transfer, at no cost, to the Customer all public records in possession of the Provider or keep and maintain public records required by the Customer to perform the service. If the Provider transfers all public records to the Customer upon completion of this Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of this Agreement, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.
- v. **IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT**

DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE,  
FORT LAUDERDALE, FLORIDA 33301.

- b. Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Provider certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. The Customer may terminate this Agreement at the Customer’s option if the Provider is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

H. School District Specific Additional Terms.

- a. Disclosure of Education Records. Although no student education records shall be disclosed pursuant to this Agreement, should Provider come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.
- b. Disclosure of Employee Records. To the extent Customer provides Provider with information regarding Customer’s employees, Provider will utilize employee’s information to provision and deprovision access to the SaferWatch Platform and define user roles and permissions within the SaferWatch Platform. Provider shall not use employee information received from Customer for any purpose other than those listed above or re-disclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.
- c. Inspection of Records by Customer. Provider shall establish and maintain books, records and documents related to this Agreement as required under Applicable Laws, including Public Records Laws. Provider shall comply and cooperate in a timely fashion with any lawful inspections, reviews, investigations and audits deemed necessary by the Florida Office of the Inspector General or by and other state or federal officials.
- d. Background Screening. To the extent applicable, Provider shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by Customer in advance of Provider or its personnel providing any services under the conditions described in the previous sentence. Provider shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Provider and its personnel. The parties agree that the failure of Provider to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling Customer to terminate immediately with no further responsibilities or duties to perform under this Agreement. Provider agrees to indemnify and hold harmless Customer, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Provider’s failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467 and 1012.468 Florida Statutes.
- e. Annual Appropriation. The performance and obligations of Customer under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If Customer does not allocate

funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by Customer at the end of the period for which funds have been allocated. Customer shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to Customer in the event this provision is exercised, and Customer shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

- f. Excess Funds. Any Party receiving funds paid by Customer under this Agreement agrees to promptly notify Customer of any funds erroneously received from Customer upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to Customer.
- g. Agreement Administration. Provider acknowledges that Customer has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.
- h. Discretionary Disclosure of Data to Law Enforcement. Customer acknowledges and agrees that Provider may, in its sole discretion, but shall not be obligated to, disclose Customer Data or User Data to law enforcement agencies (including, without limitation, to law enforcement agencies authorized to provide police services in the Territory), except as prohibited by Applicable Law. For avoidance of doubt, Provider does not, by this Agreement, undertake or otherwise assume any obligation to disclose Customer Data, User Data or any other information to law enforcement, except as required by Applicable Law.
- i. Notice: Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, or certified mail with proper postage, to the party at the addresses designated in the Agreement (with copy to email if indicated). Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this paragraph. Notices shall be addressed as follows:

FOR CUSTOMER:

Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a copy to:

Chief Information Officer  
The School Board of Broward County, Florida  
7720 West Oakland Park Boulevard  
Sunrise, Florida 33351

FOR PROVIDER:

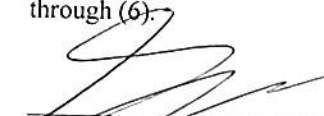
SaferWatch, LLC  
1 Town Center Road, Suite 500  
Boca Raton, FL 33486

With email copy to: [Billing@SaferWatchApp.com](mailto:Billing@SaferWatchApp.com)

EXHIBIT D - SCHEDULE 1  
DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about: (i) The dangers of drug abuse in the workplace; (ii) The vendor's policy of maintaining a drug-free workplace; (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by paragraph (1);
- (4) Notifying all employees, in writing, of the statement required by paragraph (1), that as a condition of employment on a covered contract, the employee shall: (i) Abide by the terms of the statement; and (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Customer in writing within 10 calendar days after receiving notice under subparagraph (4)(ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employer;
- (6) Within thirty (30) calendar days after receiving notice under paragraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace: (i) Taking appropriate personnel action against such employee, up to and including termination; and/or (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of paragraphs (1) through (6).

  
\_\_\_\_\_  
(Vendor Signature)

Geno Roefaro  
\_\_\_\_\_  
(Print Name)

State of Florida

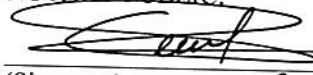
County of Broward

SaferWatch, LLC  
\_\_\_\_\_  
(Company Name)

1 Town Center Road, Suite 500, Boca Raton, FL 33486  
\_\_\_\_\_  
(Address)

The foregoing instrument was acknowledged before me this 28 day of January, 2019 by Geno Raymond Roefaro as President (title) of Safer Watch LLC known to me to be the person described herein, or who produced Florida driver license as identification, and who did/did not take an oath.

NOTARY PUBLIC:

  
\_\_\_\_\_  
(Signature)

Cynthia Remy  
\_\_\_\_\_  
(Print Name)

My commission expires: September 3, 2022

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