

## SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (this “**Agreement**”) is effective as of January 10, 2023 (the “**Effective Date**”) by and between IRIS Tech, INC (“**IRIS**”), with a place of business at 5659 Strand Court, Suite 106, Naples, Florida 34110, and City of North Port, Florida, on behalf of North Port Police Department (“**Subscriber**”), with a place of business at 4980 City Hall Boulevard, North Port, Florida 34286.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.** Defined terms have the meanings set forth in this Article 1 (Definitions) and elsewhere in this Agreement when capitalized, and may be read in singular, plural or an alternative tense, as the context requires.
  - 11 “**Additional Terms**” shall have the meaning set forth in Section 2.10(a) of this Agreement.
  - 12 “**Affiliate**” means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
  - 13 “**Analyst/Supervisor**” means those individuals that have access to create, edit, and finalize products within the Request for Information Management Application.
  - 14 “**API**” means an application programming interface.
  - 15 “**API Service Provider**” means a third party contracted by Subscriber and approved by IRIS that connects Subscriber and any Authorized User to the SaaS Services via an API.
  - 16 “**Applicable Law**” means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
  - 17 “**Applications**” means the Request for Information and Information Reporting Applications, as described in **Schedule A**.
  - 18 “**Authorized User**” means an Affiliate, employee, Guest or independent contractor of Subscriber (solely to the extent such contractor is providing services to Subscriber), who has been authorized by Subscriber to use the SaaS Services as evidenced by Subscriber’s creation of a user account for such person.

- 19 “Documentation”** means the user guides and user manuals for the SaaS Services that IRIS provides to Subscriber, as amended, or supplemented from time to time to assist in Subscriber’s use of the SaaS Services.
- 110 “Fees”** shall have the meaning set forth in Section 3.1 of the Agreement.
- 111 “Go Live Date”** means the date that Subscriber commences use of the SaaS Services.
- 112 “Guest”** means anyone outside the control of Subscriber who has been authorized by Subscriber to use the SaaS Services.
- 113 “Implementation Services”** means the implementation and training services provided by IRIS in connection with the SaaS Services.
- 114 “Indirect Taxes”** shall have the meaning set forth in Section 3.3 of the Agreement.
- 115 “IRIS Material”** means any software (including the Software), programs, tools, systems, data, Documentation, or other materials provided IRIS to Subscriber under this Agreement.
- 116 “Intellectual Property Rights”** means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
- 117 “SaaS Services”** means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services provided by IRIS for remote access and use by Subscriber, including any Documentation thereto.
- 118 “Services”** means the services provided or required to be provided by or through IRIS, including without limitation, SaaS Services and Implementation Services.
- 119 “Software”** means the object code version of IRIS’s computer software and all Updates and enhancements made available by IRIS to Subscriber under this Agreement.
- 120 “Subscriber Data”** means all data, information, content and other materials stored or transmitted by Subscriber and any Authorized User through the SaaS Services (i) in their user accounts; and (ii) on any Third-Party Component, excluding any Third-Party Data and any IRIS Material.
- 121 “Subscription Fee”** means the annual fee charged by IRIS and paid by Subscriber for Subscriber’s use of the SaaS Services during the Term of this Agreement.
- 122 “Sworn Personnel”** means those Authorized Users who have taken an oath to support the Constitution of the United States, their state, and the laws of their agency’s jurisdiction.

**123 “System Administrator”** means those individuals that are designated in writing by Subscriber to have direct access to the Subscriber’s data through the use of an API.

**124 “Term”** means the **“Initial Term”** and any **“Renewal Term”** as each of those terms is defined in Section 4.1 of this Agreement.

**125 “Third Party Components”** means any component of the SaaS Service from time to time that is provided by a Third-Party Provider.

**126 “Third Party Data”** means any data owned by a Third-Party Provider.

**127 “Third Party Provider”** means third parties (whether engaged by IRIS or Subscriber), including API Service Provider, Vendors, other vendors, state agencies and local agencies, that control products and/or databases with which SaaS Services are to be interfaced.

**128 “Updates”** means all new releases, new versions, patches and other updates for the SaaS Services that IRIS makes generally available without additional charge to its other subscribers of the SaaS Services.

**129 “Vendors”** means third parties with whom IRIS contracts to provide components of the SaaS Services, and includes without limitation, Amazon Web Services (for platform hosting), Google (for Google Maps), and Microsoft Government Azure (for platform hosting).

**130 “Website”** means any Internet website through which IRIS provides the SaaS Services under this Agreement.

## 2. SERVICES.

**21 SaaS Services.** Subject to the terms of this Agreement, and during the Term, IRIS hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber’s internal purposes and in accordance with the terms and conditions of this Agreement. IRIS will be responsible for hosting the Website, while Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third-party software and services necessary for it to access the Website through the Internet as set forth in **Schedule C, “Technical Requirements.”** Subscriber will be responsible to IRIS for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.

**22 Access to Documentation.** IRIS will provide Subscriber via the Website or other means with access to the Documentation, as may be updated or amended from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.

**23 Support Services.** IRIS will provide telephone-based support through which it will respond to inquiries about the SaaS Services from Subscriber from 7 AM to 7 PM (EST), Monday through Friday (excluding U.S. Federal holidays).

- 24 Restrictions on Use.** Subscriber and its Authorized Users will not (and will not actively permit any third party to): (i) share Subscriber's or any Authorized User's login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or generated by the SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third Party Data, or otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a "service bureau" basis or allow any third parties to use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third Party Data; (vii) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (viii) create or augment any mapping- related dataset including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) use the SaaS Services or the Third Party Data in violation of any Applicable Law; (x) introduce into the Services an viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (xi) use the Services to post advertising or listings; (xii) use the Services to defame, abuse, harass, stalk, or threaten others; (xiii) permit access or use of the Services by any individual outside the United States; (xiv) hide or obscure any Authorized User's location; or, (xv) permit access or use of the Services, for any activities other than to enhance Subscriber's own services. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with IRIS, and will not allow access to the SaaS Services by any party who is in direct competition with IRIS, except with IRIS's prior written consent. Subscriber shall comply with additional restrictions on use of the Services in Additional Terms, as defined in Section 2.10 below.
- 25 Security Obligations.** Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Service. Subscriber agrees it shall notify IRIS promptly in the event it becomes aware of any unauthorized access or use of the SaaS Service, or of any of its or its Authorized Users passwords or accounts. A single username or password may not be used by more than one (1) Authorized User. In addition, each Authorized Users may log into the SaaS Service from only one location at any given time – concurrent usage (or sign in) under a single username is prohibited. Subscriber is responsible for all activities conducted within User accounts in use of the SaaS Service. Subscriber shall comply with all Applicable Law in connection with use of the SaaS Service, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Service, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.
- 26 Title. As between IRIS and Subscriber, IRIS retains** title to and ownership of the SaaS Services, including all copyrights and other Intellectual Property Rights relating thereto. IRIS's licensors retain title to and ownership of the Third-Party Data and the Third-Party Components, including all copyrights and other intellectual property rights relating thereto. Subscriber will have no rights with respect to the SaaS Services, the Third-Party Data or the Third-Party Components other than those expressly granted under this Agreement. Any suggestions for changes or improvements to Services that Subscriber provides to IRIS, whether solicited by IRIS or not, shall be owned by IRIS and Subscriber hereby irrevocably assigns, and shall assign, to IRIS all right,

title, and interest in and to such suggestions. IRIS shall have no obligation to incorporate such suggestion into its products or Services.

**27 Subscriber Data.** As between IRIS and Subscriber, Subscriber owns and shall retain all rights, titles, and interests, including, without limitation, all Intellectual Property Rights, in and to the Subscriber Data. Subscriber shall have the sole responsibility for the accuracy, quality, and legality of the Subscriber Data, including obtaining all rights and consents necessary to share the Subscriber Data with IRIS as set forth in this Agreement. Notwithstanding anything to the contrary contained herein, Subscriber hereby grants to IRIS an irrevocable, worldwide, royalty free, non-exclusive, transferable, sublicensable license to use the Subscriber Data to: provide the SaaS Services to Subscriber and other IRIS subscribers; analyze the Subscriber Data in anonymized and/or aggregate form in order to operate, maintain, manage, and improve the SaaS Services, create new products and services, and share and/or license this aggregate data to Affiliates, agents, business partners, and other third parties; and, for IRIS's internal purposes to improve the Applications, Software, and related services, and any other uses disclosed in or related to performance under the Agreement.

**28 Subscriber's Third-Party Components.**

(a) If Subscriber installs or enables a Third-Party Component from a Third-Party Provider that Subscriber engages for use with the SaaS Services, Subscriber grants (and will cause the applicable third party to grant) IRIS permission to access Subscriber Data stored on that Third Party Component as required for the interoperation of that Third Party Component with the SaaS Services. In no event will IRIS be responsible for any such Third-Party Component, or for any failure of such Third Party Component to properly interoperate with the SaaS Services. If IRIS receives information that a Third Party Component may violate any Applicable Laws or rights of any other person, Subscriber will, promptly upon receiving notice of the foregoing from IRIS, disable any connection between such Third Party Component and the SaaS Services to resolve the potential violation (and if Subscriber fails to promptly disable such connection, IRIS shall have the right to do so). In addition, in the event that Subscriber fails to properly obtain the grant of rights to IRIS to access and use Third-Party Data as required for the interoperation of that Third Party Component, Subscriber shall defend, indemnify, and hold harmless IRIS from any and all claims based on IRIS's use of such Third-Party Component.

(b) **DISCLAIMER REGARDING THIRD PARTY COMPONENTS.** IRIS, NOT BEING THE PROVIDER OR MANUFACTURER OF ANY THIRD PARTY COMPONENTS PROVIDED TO SUBSCRIBER UNDER SUB-CLAUSE (a) ABOVE, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

**29 Third Party Components and other Vendor Services provided to IRIS.** IRIS may use Vendors to subcontract the performance of its duties and obligations hereunder and to provide certain functions of the Services, including without limitation, hosting and data analysis. Certain Vendor policies, terms and conditions of service shall apply to the Services. Such terms or URL locator addresses for such terms ("**Additional Terms**"), if any, is provided on **Schedule D** or in writing from time to time. If any of the Vendors and/or licensors of the Third Party Components require IRIS to flow down any Additional Terms, Subscriber's use of such Third Party Components, as

incorporated into the SaaS Service, shall be subject to such Additional Terms. In the event of any inconsistency or conflict between the Additional Terms and the terms of this Agreement, such Additional Terms shall govern with respect to Subscriber's use of the applicable Third-Party Component.

**2.10 Third Party Data.** Subscriber shall access and use the Third Party Data in accordance with the terms and conditions of the agreement between the Subscriber and the provider of such Third Party Data. IRIS, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD-PARTY DATA, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY DATA AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

**2.11 Agreements with Third Party Providers.** Subscriber, and not IRIS, is solely responsible for establishing any required agreement(s) and/or statement(s) of work with Third Party Providers in connection with the interfaces, and for paying all fees, costs and expenses of Third-Party Providers.

**2.12 Changes to Services.** IRIS may make changes and Updates to its Services, provided that it does not derogate the overall quality of the Services. IRIS does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that IRIS determines are incompatible with the operation of the Services.

### **3. FEES AND PAYMENT TERMS.**

**3.1 Fees for IRIS Services.** Subscriber will pay IRIS the Fee as stated on **Schedule A** in accordance with the payment schedule set forth on **Schedule A**. All payments of Fees are due within thirty (30) days of receipt of an invoice. All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Unless prohibited by local law, overdue payments will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under Applicable Law, from due date until paid. Only if applicable, Subscriber will pay any sales, use or other tax related to the license and services provided hereunder, exclusive of income taxes and payroll taxes relating to IRIS's employees. Subscriber agrees that its use of and payment for Services constitutes its inspection and acceptance of such Service.

**3.2 Third Party Data and Third-Party Components.** Additional fees may apply to the use of certain Third Party Data and Third Party Components, which if provided by Vendors of IRIS, such fees may be included within the Fees. IRIS may pass through any increase in such fees for Vendor Third Party Components or Third Party Data, relating to any existing Services, by giving Subscriber thirty (30) days' advance notice.

**3.3 Taxes.** Only if applicable, Subscriber will be responsible, as required under applicable law, for paying all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Subscriber or IRIS with respect to the transactions and payments under this Agreement (excluding taxes based on IRIS's income or employment) ("**Indirect Taxes**"). All Fees are exclusive of Indirect Taxes. If Subscriber is exempt from paying Indirect Taxes, it shall provide to IRIS exemption certificates, or

a direct payment permit certificate, or such information to IRIS as reasonably required and requested to determine whether IRIS is obligated to collect Indirect Taxes from Subscriber. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by IRIS is equal to the amount then due and payable under this Agreement. IRIS and Subscriber will cooperate to exchange information reasonably necessary to calculate Indirect Taxes, as applicable.

#### 4. **TERM AND TERMINATION.**

##### 4.1 **Term.**

- (a) **Initial Term.** The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on **Schedule A**, unless and until terminated in accordance with Section 4.2 (the “**Initial Term**”).
- (b) **Renewal Terms.** Upon expiration of the Initial Term or any Renewal Term, this Agreement will automatically renew for successive periods as set forth on **Schedule A** (each, a “**Renewal Term**”) at the Fees set forth on **Schedule A**, unless either party provides the other with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.
- (c) **Termination due to Lack of Sufficient Funds.** Subscriber may terminate this Agreement if the applicable legislative body specifically identified in **Schedule A** fails to appropriate funds to pay for the Services provided hereunder.

##### 4.2 **Temporary Suspension and Termination.**

- (a) Either party may terminate this Agreement upon written notice to the other party, if the other party breaches any provision of this Agreement and such breach remains uncured for thirty (30) days after the other party’s receipt of such written notice, provided that if the breaching party has made reasonable progress toward cure, the parties may agree to extend the cure period for an additional thirty (30) days.
- (b) If IRIS reasonably determines that Subscriber’s use of the Services either: (i) fails to comply with the Restrictions on Use in Section 2.4; (ii) poses a security risk to the Services or any third party, (iii) creates or is likely to create an adverse impact on IRIS’s systems, the Services, or the systems or content of any other subscriber; or (iv) subjects IRIS or its Affiliates to possible liability, then IRIS may immediately upon notice temporarily suspend Subscriber’s and any Authorized User’s right to access any portion or all of the Services, pending remedial action by Subscriber, or after a period of 30 days, terminate the Services.

##### 4.3 **Effect of Termination.** In the event of any termination or expiration of this Agreement:

- (a) All Fees previously paid by Subscriber to IRIS will be deemed to be fully earned in the event of a termination by IRIS under Section 4.2;
- (b) Any unpaid Fees for the remainder of the Term shall be payable as set forth in **Schedule A** in the event of a termination by IRIS under Section 4.2;

- (c) All rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services;
- (d) IRIS will provide records to Subscriber in accordance with its transition assistance services (“**Transition Assistance**”) as set forth in Schedule B; and,
- (e) Subscriber will, upon written request of IRIS, either return to IRIS or provide IRIS with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of IRIS that are in Subscriber’s possession or control.

**44 Survival.** The following provisions will survive any termination or expiration of this Agreement: Section 2.7 (“Subscriber Data”), Section 2.9 (“Third Party Components”), Section 2.10 (“Third Party Data”), Section 4.3 (“Effect of Termination”), Section 5 (“Confidentiality”), Section 6.2 (“Other Representations”), Section 7 (“Limitation of Liability”), Section 8 (“Indemnification”), Section 9 (“Miscellaneous Provisions”), Schedule B (“Transition Assistance”) and this Section 4.4 (“Survival”).

## 5. CONFIDENTIALITY.

**5.1 Definition of Confidential Information.** For the purposes of this Agreement, “**Confidential Information**” means: (a) with respect to IRIS, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding IRIS’s legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber’s legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the “**Receiving Party**”); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the “**Disclosing Party**”); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.

**5.2 Use and Disclosure of Confidential Information.** The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party’s performance of this Agreement; (ii) subject to Section 5.4 below, restrict disclosure of such Confidential Information within the Receiving Party’s organization to only those of the Receiving Party’s employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party’s performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

**5.3 Protection of Confidential Information.** The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).



**54 Employee and Independent Contractor Compliance.** The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information. However, the Receiving Party will be liable for any breaches of this Section 5 by any such employee or independent contractor.

**55 Required Disclosures.** If a party is requested to disclose any of the other party's Confidential Information pursuant to any judicial or governmental order or pursuant to a public records request under applicable law, that party will not disclose the Confidential Information without first giving the other party written notice of the request and sufficient opportunity to contest the order, to the extent such notice and opportunity to contest may be lawfully given. If one party is nonetheless legally compelled to disclose Confidential Information, such party may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which such counsel advises it is legally required to be disclosed, provided that such party shall use commercially reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the other party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be afforded the Confidential Information by such tribunal. Without limiting the foregoing, Subscriber shall notify IRIS of any requests for records relating to IRIS (including, without limitation, user guides or Documentation) within three (3) business days of receipt of the request and prior to disclosing any records relating to IRIS. Subscriber shall, prior to disclosing records relating to IRIS, give IRIS prior written notice sufficient to allow IRIS to seek a protective order or other remedy (but no less than twenty- one (21) days' notice, except to the extent that Subscriber's compliance would cause it to violate any Applicable Law, and disclose only such information as is required under any Applicable Law. If IRIS receives a subpoena, or other judicial or governmental order, seeking Subscriber's Confidential Information, IRIS shall notify Subscriber within three (3) business days of receipt, and tender defense to Subscriber. Without limiting the foregoing, and unless prohibited by law, Subscriber further agrees to indemnify and hold harmless IRIS, its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from all claims, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and expert and consulting fees), incurred or expended by IRIS in connection with a request for the disclosure of Subscriber's Confidential Information including Subscriber Data.

**56 Information Collected Through SaaS Services.** Subscriber is solely responsible for compliance with Applicable Law related to the manner in which Subscriber chooses to use the Services, including Subscriber's transfer and processing of Subscriber Data. Subscriber understands and agrees that when it uses certain features of the SaaS Services, certain information and data may be collected from Authorized Users, including monitoring and recording activity, and tracking physical location, which may include personal identifying information. Subscriber agrees that IRIS may use such information to (i) provide more effective Services, (ii) to develop and test its Services, (iii) to aggregate such information and combine it with that of other Users, and (iv) to use anonymous aggregate data to improve the Services or for marketing, research or other business purposes. Provision of Services may involve the disclosure of such information to Vendors or Affiliates on the condition that they agree to treat such information in a manner substantially in accordance with this Agreement. Subscriber may revoke its consent to IRIS's collecting and using such data at any time by written notice to IRIS; provided, however, that

Subscriber agrees that such revocation of consent may impair or render impossible the Subscriber's use of the SaaS Services.

## **6. REPRESENTATIONS AND WARRANTIES.**

**6.1 Power and Authority.** Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement.

### **6.2 Other Representations.**

(a) IRIS warrants that it has title to the Software and/or the authority to grant licenses to use the Software. Subscriber's sole and exclusive remedy for a breach of the foregoing warranty are the indemnification obligations set forth in Section 8.1.

(b) IRIS shall use reasonable efforts consistent with prevailing industry standards to provide and maintain the Services in a manner that minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Subscriber acknowledges that the Services may be temporarily unavailable due to scheduled maintenance or for unscheduled emergency maintenance, either by IRIS or by Third-Party Providers, or because of other causes beyond IRIS' reasonable control. IRIS shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. IRIS's sole obligation with respect to its limited warranties in this Section 6.2(b) is limited to repair or replacement of the defective Software or the Software media, or if IRIS cannot repair or replace using reasonable commercial efforts, IRIS may terminate the Agreement (or portion of the Agreement to which the defective Software relates) and provide a refund of pre-paid but unused fees.

**6.3 No Other Warranties.** Use of the SaaS Services is not intended to be a substitute for the professional judgment of dispatchers, law enforcement officers, or first responders. The SaaS Services do not provide legal advice. Subscriber shall be responsible for all its own actions or failure to act in connection with the SaaS Services. IRIS cannot guarantee that every error in the SaaS Services or problem raised by Subscriber will be resolved. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.2(b), THE SERVICES, THE THIRD PARTY COMPONENTS, AND THE THIRD PARTY DATA ARE PROVIDED "AS IS." IRIS ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED THROUGH THE SAAS SERVICES. IRIS MAKES NO WARRANTY THAT THE SERVICES WILL BE COMPLIANT WITH ANY REQUIREMENTS OF CJIS (CRIMINAL JUSTICE INFORMATION SERVICES) OR CLETS (CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM) OR ANY EQUIVALENT. DUE TO THE NATURE OF SOFTWARE AND THE INTERNET, IRIS CANNOT GUARANTEE THAT EVERY ERROR IN THE SAAS SERVICES OR PROBLEM RAISED BY SUBSCRIBER WILL BE RESOLVED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6 NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SERVICES, THE THIRD PARTY COMPONENTS, THE THIRD PARTY DATA OR THIS AGREEMENT AND HEREBY

DISCLAIMS ANY AND ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR- FREE OR UNINTERRUPTED OPERATION OR THAT THE SERVICES, THIRD-PARTY COMPONENTS AND THIRD-PARTY DATA ARE UP TO DATE, ACCURATE OR COMPLETE, SECURE FROM LOSS OR DAMAGE, OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. To the extent that a party may not as a matter of Applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

## **7. LIMITATION OF LIABILITY.**

**7.1 Liability Exclusion.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE, OR FAILURE OF, OF THE SERVICES, THE THIRD PARTY COMPONENTS OR THE THIRD PARTY DATA PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, ENVIRONMENTAL DAMAGE, LOSS OF PROFITS, REVENUES, ANTICIPATED SAVINGS, CUSTOMERS, OPPORTUNITIES, DAMAGE TO PRIVACY, REPUTATION OR GOODWILL OR UNAVAILABILITY OF THE SERVICES, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

**7.2 Limitation of Damages.** IRIS'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO IRIS BY SUBSCRIBER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES. IRIS SHALL HAVE NO LIABILITY ARISING OUT OF OR RELATING TO THE THIRD-PARTY COMPONENTS OR THE THIRD-PARTY DATA.

**7.3 Exceptions.** NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 7.1 AND SECTION 7.2 SHALL NOT APPLY TO SECTIONS 4.3(a) OR SECTION 4.3(b), DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## **8. INDEMNIFICATION.**

### **8.1 Indemnification by IRIS.**

- (a)** Except as provided in section 8.1(c) below, IRIS will defend, indemnify and hold harmless Subscriber and its Authorized Users, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with any third party claim arising after the Effective Date that the use of the SaaS Services (excluding any open source software) in accordance with this Agreement infringes or misappropriates the United States intellectual property rights of third party.

- (b) Except as provided in section 8.1(c) below, if any SaaS Services are, or in IRIS's opinion, are likely to become the subject of any infringement-related claim, then IRIS will, at its expense and in its discretion: (a) procure for Subscriber the right to continue using the SaaS Services; (b) replace or modify the infringing technology or material so that the SaaS Services become non-infringing (provided that the replacements offer substantially equivalent performance); or (c) terminate the Agreement pursuant to which the SaaS Services are provided (or terminate the portion of the Agreement to which the infringement relates) and give Subscriber a refund for any applicable pre-paid but unused fees.
- (c) The foregoing obligations in sections 8.1(a) and (b) shall be subject to Subscriber (a) promptly notifying IRIS of the claim, (b) providing IRIS with reasonable cooperation in the defense of the claim when Subscriber becomes aware and (c) providing IRIS with sole control over the defense and negotiations for a settlement or compromise; provided, however, that IRIS shall not enter into any such settlement without Subscriber's prior written consent, which consent will not be unreasonably withheld, and that Subscriber shall be permitted to participate in the defense of any such claim, at its own expense, with counsel of its choosing. Notwithstanding the foregoing, IRIS shall have no obligation with respect to a third party claim to the extent the third party claim arises from: (s) claims arising out of acts or omissions of Subscriber or its users, employees or contractors; (t) claims brought by Subscriber or its Affiliates or Authorized Users; (u) claims arising from the use of old versions software after receipt of modified or updated versions of software; (v) claims arising from the use of Third Party Components or Third Party Data; (w) claims arising from any data, product specifications, information or materials provided by Subscriber hereunder, when used in connection with the SaaS Services or any customization or configuration made to the SaaS Service proposed by or provided by Subscriber under a Statement of Work; (x) use of the SaaS Services in combination with modules, apparatus, hardware, software, or services not authorized by IRIS or specified in the Documentation for use with the SaaS Services; (y) use of the SaaS Services in a manner that is not in accordance with this Agreement or the Documentation; (z) the alteration or modification of the SaaS Services by a party other than IRIS, unless such alterations and modifications were authorized by IRIS or specified in the Documentation for use with the SaaS Services.

(d) THE PROVISIONS OF THIS SECTION 8 STATE IRIS'S ENTIRE LIABILITY AND SUBSCRIBER'S EXCLUSIVE REMEDIES FOR ANY CLAIM THAT THE SERVICES INFRINGE A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHT.

**8.2 Indemnification by Subscriber.** Except where prohibited by Applicable Law, Subscriber will defend, indemnify, and hold harmless IRIS and its Affiliates, and each of their officers, directors, managers, shareholders, members and employees from any and all damages, claims, liabilities, costs and expenses (including reasonable attorney's fees and expert and consulting fees) in connection with:

- (a) Any allegation that any data, product specifications, information or materials provided by Subscriber hereunder, including, without limitation, the Subscriber Data and Third Party Components of Third Party Providers engaged by Subscriber, when used in connection with the SaaS Services or any customization or configuration made to the SaaS Service proposed by or provided by Subscriber under a Statement of Work: (a) infringes or misappropriates any Intellectual Property Rights of a third party, or (b) violates any Applicable Law;

(b) The actual or alleged violation of Applicable Law by Subscriber, any Authorized User, or any Affiliate, employee, agent or independent contractor of Subscriber; or

(c) Subscriber's breach of this Agreement.

## 9. MISCELLANEOUS.

**9.1 Notices.** Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

**IF TO IRIS:**

IRIS Tech, LLC  
5659 Strand Court, Suite 106,  
Naples, Florida 34110  
Attn: Tim Masshardt

Copy to:

IRIS Tech, LLC  
5659 Strand Court, Suite 106,  
Naples, Florida 34110  
Attn: General Counsel  
Email: legal@irisintelgroup.com

**IF TO SUBSCRIBER:**

City of North Port, Florida  
4970 City Hall Boulevard  
North Port, Florida 34286

Copies to:

City of North Port Police Department  
4980 City Hall Boulevard  
North Port, Florida 34286

City of North Port, Florida  
Attn: City Attorney's Office  
4970 City Hall Boulevard  
North Port, Florida 34286

**9.2 Assignment.** Except as otherwise specifically permitted in this Agreement, neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the

consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

- 93 Force Majeure.** Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- 94 No Waiver.** The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.
- 95 Amendment.** No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and IRIS. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and IRIS.
- 96 Relationship of the Parties.** The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.
- 97 Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.
- 98 Headings.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
- 99 Counterparts.** This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.
- 9.10 Cumulative Remedies.** All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

**9.11 Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in ARFI Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.

**9.12 Compliance with Laws.** Each party shall comply with all Applicable Law relating or pertaining to the use of the Services. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Law relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the End User Data covered by this Agreement. Each party shall comply with Applicable Law pertaining to anti-bribery laws, such as the U.S. Foreign Corrupt Practices Act, as well as any other applicable laws and regulations. In connection with its performance under the Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.

**9.13 Certain Waivers Unenforceable.** Subscriber agrees that it will not ask IRIS, or any IRIS employee or contractor, to sign a document that waives liability for property damage, injury, or death that occurs on Subscriber's real property or property (such as vehicles) that is owned or controlled by Subscriber, or in the course of performing a ride-along or comparable activity with Subscriber's personnel. Subscriber further agrees that any waiver signed by an IRIS employee or contractor is null, void, and unenforceable against IRIS and its employees and contractors.

**9.14 Entire Agreement.** This Agreement supersedes all previous understandings, agreements and representations between the parties, written or oral and constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

**9.15 Piggyback Clause.** It is understood and agreed by Customer and IRIS TECH that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with IRIS TECH, be invoiced therefrom and make its own payments to IRIS TECH

in accordance with the terms of the contract established between the new governmental entity and IRIS TECH. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual agreement made between IRIS TECH and any entity other than Customer.

**9.16 Supporting Documents.**

The following documents are, by this reference, expressly incorporated into this Agreement and are collectively referred to herein as the "Supporting Documents:"

- Schedule A: Services Schedule
- Schedule B: Transition Assistance
- Schedule C: Technical Requirements
- Schedule D: Additional License Terms

This Agreement and the Supporting Documents shall be construed to be mutually complimentary and supplementary whenever possible. In the event of a conflict that cannot be resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the Supporting Documents.

**9.17 Non-Discrimination.** The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. IRIS shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed effective as of the Effective Date.

**IRIS:**

IRIS Tech, LLC

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

Timothy Masshardt, COO



**SUBSCRIBER:**

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS



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AMBER L. SLAYTON, B.C.S.  
CITY ATTORNEY

**SCHEDULE A**  
**Services Schedule**

1. **Services.** The Services covered by this Agreement consists of the following:

**a. Implementation Services:**

- i. Service Implementation to achieve the Go Live Date
- ii. Training for use of the Services

**b. SaaS Services:**

- i. The Applications to be provided are as follows:

**Request for Information (RFI) Requesting**

- Requesting Information
- Chat Function
- Report Review
- Information Submission
- Unlimited Report Attachments
- Rich Text Formatting Tools
- Context Sensitive Report Export Formats
- Full Report Audit History
- Email, SMS, and Browser Notifications
- User Specific Reports Dashboard
- Custom Task List Creation, Editing, & Assignment Capability

**Analyst/Supervisor User**

- Report Editing Capability
- Chat Function
- Unlimited Attachments
- Dashboard for Request Tracking and Statistical Review
- Email, SMS and Browser Notifications
- Context-Sensitive Case Export Formats
- Request Auditing
- Report Review, Preview and Final Generation
- Daily "To Do" Function
- Return Request
- Report Finalize

**System Administration**

- Configurable Permissions & Roles for Individual Users & Records
- Configurable Alerts & Notifications
- Custom Units, Teams and User Roles
- Permission- Based Read/ Write Privileges
- Custom Header/Footer Report Template

### **System Administrator**

- Desktop, Laptop & Tablet Agnostic
- Web-Based Login Features
- Vendor- Free Configurations
- Full Event and Account Logs
- IP Address Whitelisting & Blacklisting for Enhanced Security
- Allow SMS Notifications
- Allow Cross Tenant IRIS Sharing with Other IRIS Subscriber Agencies

2. **Initial Term.** The Initial Term is the **one (1)** year period commencing on the Go Live Date.

3. **Renewal Term.** Each Renewal Term, if any, shall be for a period of **one (1) year**. Renewal base rate may increase 2.5%-5.0% for subsequent years and may also increase based on the number of users and/or services added for subsequent year.

4. **Fees:**

a. Implementation Services Fees:

- i. Training and Implementation: **\$2,000.00**

b. Subscription Fee:

i. Initial Term:

- a) The Subscription Fee commences on the Go Live Date.
- b) Year-One Subscription, including Training and Implementation, is **\$13,190.00**.
- c) The Subscription Fee for the first year of the Initial Term is predicated upon the number of Authorized Users NOT to exceed **51**, within the following breakdown: no more than **two (2)** System Administrator accounts; no more than **four (4)** Analyst/Supervisor accounts; and no more than **45** Sworn Personnel Accounts.; Subscriber is allowed unlimited Guest accounts provided that the account is created for approved law enforcement users outside the Subscriber's Agency.
- d) In the event that the number of Authorized Users exceeds any of the limitations set forth in Sub-Clause c) above, at any time during the first year of the Initial Term, then the Subscription Fee shall be increased as follows for each additional Authorized User:
- system administrators: **\$2,500.00** per year;
  - analyst/supervisors: **\$1,300.00** per year; and,
  - all other Authorized Users: **\$22.00** per year.
- e) The additional Subscription Fees set forth in Sub-Clause c), above, shall be pro-rated during the first year of the Initial Term to reflect the number of months that fall between the GO Live Date and the end of the first year of the Initial Term - - and - - the date that each additional Authorized User account that exceeded the limitations set forth in Sub-Clause b) above was created.

- ii. **Renewal Term**
  - a) IRIS will notify Subscriber of any increases in the amount or other changes to the terms and conditions of this Section 4 pertaining to Subscription Fees at least sixty (60) days prior to the commencement of any Renewal Term.
- c. **Payment Schedule.** IRIS will invoice Subscriber for Fees as follows:
  - i. **Implementation Fees:** IRIS shall invoice Subscriber with an invoice date that shall be ten (10) days following the Effective Date.
  - ii. **Subscription Fees:**
    - a) For the Initial Term, IRIS shall invoice Subscriber with an invoice date that shall be the Go Live Date.
    - b) If Subscriber renews, IRIS shall invoice Subscriber with an invoice date that shall be the commencement date of each Renewal Term.

**SCHEDULE B**  
**Transition Assistance**

Upon the expiration or the early termination of the Agreement for any reason, and subject to all Fees that are owing and due having being paid in full, IRIS will create PDFs of each record (each, a “**Record**”) and make them available to Subscriber for download as set forth hereinafter. Subscriber may request, and IRIS will consider, formats other than PDFs (e.g. CSV) for the creation of the Records. Alternatively, to the extent the systems of IRIS are compatible with Subscriber’s or any third party designated by Subscriber in writing, IRIS will permit the electronic form of the Records to be uploaded to the respective system of Subscriber or other designated person.

**1. Preparation**

- a. Upon or immediately following the expiration or the early termination of the Agreement, all existing user accounts will be terminated (the “**Cutoff Date**”).
- b. No later than 45 days following the Cutoff Date, IRIS will provide one (1) account for Subscriber to access a web-based storage platform to retrieve Subscriber’s Records (the “**Transition Account**”).

**2. Content**

- a. Each Record will be recreated as a searchable PDF (or other mutually agreed to format as set forth above) using the standard IRIS format then in use.
- b. All Records will be accessible via the internet on the Cutoff Date.

**3. Support**

- a. IRIS will resolve any issues it deems to be the result of errors in the IRIS platform or export process for a period of six (6) months after the Cutoff Date.
- b. IRIS will maintain Subscriber Records and Subscriber Data for a period of one (1) year following the Cutoff Date.
- c. After the expiration of the one (1) year period following the Cutoff Date, IRIS will delete Subscriber Data from all IRIS online systems (e.g. primary database, replica databases, search databases, application caches, etc.) other than database backups, audit logs, server system logs and Subscriber Data that is contained in any email or other electronic communications between IRIS and Subscriber through any systems other than IRIS’ systems that are providing the SaaS Service
- d. Within six (6) months from the date of deletion of Subscriber Data from all IRIS online systems, all Subscriber Data will be erased from database backups.

## SCHEDULE C

### Technical Requirements

#### Technical Requirements:

This Schedule lists the minimum technical requirements required for IRIS's RFI, CAD, Data Exchange, and Evidence Management Applications.

**1.**     IRIS - SaaS

**1.1**    Workstation Requirements

<b>Item</b>	<b>Minimum</b>	<b>Recommended</b>
Bandwidth	1.6+ Mbps (0.2+ MB/s = 200+ KB/s)	6+ Mbps (0.75+ MB/s = 750+ KB/s)

#### Workstation Site Internet Requirements:

IRIS recommends for the application an overall internet bandwidth connection of 1.6+ Mbps per concurrent user using that connection. Actual performance and usage may vary greatly depending on user usage of other internet-connected applications and your ISP. As-is the case with online editing platforms, the actual application bandwidth, and hardware requirements for an optimal experience are completely dependent on the types and amount of rich media used inside the application, i.e. large images uploaded and utilized by users inside the application require more bandwidth, and/or capability for users working with the aforementioned images. IRIS will attempt to optimize, but cannot be held responsible for, sub-optimal experiences caused by either accidental or malicious media added to the platform by the users sanctioned by their Agency

**1.2**    Internet Browser Requirements

IRIS RFI is web-based and requires a modern web browser to access the system. IRIS RFI supports versions of Microsoft Edge and Google Chrome that receive technical support and security updates from the browser vendor. Older versions of Microsoft Internet Explorer (IE) are not supported as Microsoft has discontinued support as of October 2020. IRIS recommends that internet browsers be updated with the most recent versions. Optimal performance of IRIS is dependent on the Client maintaining updated internet browsers.

- Preferred: Google Chrome (latest)
- Acceptable: Microsoft Edge (latest)

**SCHEDULE D**

**Additional License Terms**

**Microsoft:**

Government Terms: <https://azure.microsoft.com/en-us/support/legal/subscription-agreement/government/>

General Agreement: <https://www.microsoft.com/licensing/docs/customeragreement>