FIRST AMENDMENT TO THE SOFTWARE LICENSING AGREEMENT
WITH IMAGETREND, INC.

THIS FIRST AMENDMENT (the "Amendment") to the Software Licensing Agreement, Contract No. 316892, is made and entered into by and between the City of North Port, Fire Rescue District, hereinafter referred to as the "Client," and ImageTrend, Inc., a Minnesota Corporation, hereinafter referred to as "ImageTrend."

WHEREAS, on or around June 19, 2018, the parties entered into the Software Licensing Agreement, Contract No. 316892 (the "Original Agreement"); and

WHEREAS, Sarasota County is integrating a new CAD system called RapidDeploy; and

WHEREAS, in order to the Client's records management system to properly interact with the County's RapidDeploy system, and pursuant to Section 25 of the Original Agreement, the parties mutually desire to amend the Original Agreement and Client's existing product orders to include RapidDeploy product items; and

WHEREAS, ImageTrend is currently a provider of data management services and a current Business Associate to the Client and the Client desires to permit ImageTrend to create a de-identified set of Client's current and future data, Client agrees to expand the scope of permissible data use in all agreements between Parties and further provided herein; and

WHEREAS, this Amendment is coterminous with the Original Agreement, and the Original Agreement's term remains the same.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

1. **EFFECT OF AMENDMENT/EFFECTIVE DATE**

    A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this Amendment, all of which are incorporated by reference as if set forth fully herein. The effect of this Amendment is to the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.

    B. This Amended Agreement is effective as of the date the last party signs it as identified below (the "Effective Date"), and shall continue as otherwise provided in the Original Agreement.

2. **EXHIBIT A – PRICE SHEET AND WORK ORDER**

    A. The Original Agreement is amended to include the attached Price Sheet and Work Order, which is attached as Exhibit "A" hereto and incorporated as if set forth fully herein.

    B. Except as otherwise provided in Exhibit "A," out of scope customization is $175.00/hour and performed only under mutually agreed upon Statement of Work.

3. NEW SECTION 27 – COLLABORATE ENROLLMENT

Section 27 is hereby added to this Amended Agreement and reads as follows:

A. PURPOSE.
ImageTrend shall not sell Client's Data, nor sell the De-Identified Data, in a stand-alone fashion unconnected with other products, services, reports, or analysis. ImageTrend shall not use or disclose Client's Data, except as permitted by this Agreement. The purpose of this Authorization is to enable ImageTrend to conduct analysis across multiple clients; this will allow ImageTrend to provide comparative reporting. For example, cross-jurisdiction benchmarking of 'lights and sirens' to on-scene time, and cross-jurisdiction benchmarking of provider administration of naloxone.

B. AUTHORIZATION.
ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set"). Client hereby grants ImageTrend a non-exclusive perpetual, and irrevocable license to use, reproduce, display, make and distribute derivative or collective works of and otherwise use the Client's data, including the right to compile the data over time or combine it with other data sources and expose it to machine learning algorithms; and to create derivatives and/or collections thereof, and to license and sell De-Identified Data reports, services or analytics products as ImageTrend may develop pursuant to this Agreement.

Nothing in this Agreement changes or is intended to change the fact that Client retains all ownership rights in Client's Data and ImageTrend acquires no right, title, or interest except those rights, licenses, and interests expressly provided for in this Agreement.

C. DE-IDENTIFICATION METHOD.
ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at http://dx.doi.org/10.6028/NIST.IR.8053). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set.

D. RIGHT TO REVOKE OR TERMINATE.
Client may terminate or revoke the right to transmit or disclose data granted to ImageTrend by this Agreement at any time by providing reasonable written notice to ImageTrend and providing a commercially reasonable period of time in which to effect the termination.

IN WITNESS WHEREOF, the parties executed this Amendment as of the date last identified below.

(Signatures follow on the next page.)

IMAGETREND, INC.

By: _Joseph T. Graw (Apr 8, 2020)_____   Date: Apr 8, 2020_____

Print: Joseph T. Graw_____

(The City Commission approved this Amendment on _____)

CITY OF NORTH PORT, FLORIDA

By: _____
      Peter D. Lear, CPA, CGMA, City Manager

ATTEST   APPROVED AS TO FORM AND CORRECTNESS

_____   _____
Heather Taylor, CMC   Amber L. Slayton
City Clerk   City Attorney

EXHIBIT A – PRICE SHEET AND WORK ORDER

PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
7,500 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
CAD Switch Vendor	ELT.002.007.035	$1,500.00	1	$1,500.00
CAD Vendor - RapidDeploy	ELT.002.007.053	$0.00	1	$0.00

Total One-Time Fees: $1,500.00

TOTAL YEAR 1: $1,500.00

Send Invoices To:

Jason Fuqua
jason.fuqua@rapiddeploy.com
8893 Saltcoates Ct.
Tallahassee, FL 32312

Payment Terms:

1. "One Time Fees" are due once, as specified by the Milestone terms below.

2. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.

3. ImageTrend may charge to Client a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. Client also agrees ImageTrend may charge to Client all reasonable costs and expenses of collection, including attorneys' fees where, in ImageTrend's discretion, payments are consistently deficient or late.

4. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement.

MILESTONE 1

Contract Signature. This Contract Signature Milestone is complete when all parties to this Agreement have signed and executed this Agreement, regardless of whether any activity has occurred or any deliverable has been provided to Client by ImageTrend.

Description	Unit Price	Quantity	Extended Amount
CAD Switch Vendor	$1,500.00	1	$1,500.00
CAD Vendor - RapidDeploy	$0.00	1	$0.00
		Milestone 1 Total	$1,500.00

North Port (FL) A - CAD Switch_final

Final Audit Report   2020-04-08

Created:	2020-04-08
By:	Jenny Shea (jshea@imagetrend.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8tztWMfMIXRfJKKOj7MRiM0yOYNvj2MD

"North Port (FL) A - CAD Switch_final" History

📄 Document created by Jenny Shea (jshea@imagetrend.com)
2020-04-08 - 1:48:04 PM GMT- IP address: 174.20.105.232

✉ Document emailed to Joseph T. Graw (jgraw@imagetrend.com) for signature
2020-04-08 - 1:48:50 PM GMT

📄 Email viewed by Joseph T. Graw (jgraw@imagetrend.com)
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✒ Document e-signed by Joseph T. Graw (jgraw@imagetrend.com)
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✅ Signed document emailed to Jenny Shea (jshea@imagetrend.com) and Joseph T. Graw (jgraw@imagetrend.com)
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