

CERA SOFTWARE INC.
SOFTWARE AS A SERVICE (SAAS) AGREEMENT

This SaaS Agreement (the "Agreement") is entered into this March 26th, 2024 (the Effective Date"), between **City of North Miami** ("Subscriber"), with offices located at 700 NE 124th Street, North Miami FL 33161, and CERA Software, Inc. ("Licensor") with offices located at 3100 Ray Ferrero Jr. Blvd, Davie, Florida 33314. Stand With Parkland (Third Party Payor) is a party for purposes of financial obligation only (Exhibit D). For purposes of this Agreement, Subscriber and Licensor each will be referred to individually as a "Party" and together as the "Parties."

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. License to Receive the Service.

- (a) **Grant.** Licensor hereby grants the Subscriber identified on the Schedule A Order Form attached hereto a limited, non-exclusive and non-transferable license, without right of sublicense, during the Term to access, via either a Vendor or the Feed, and display on Subscriber's Display Devices within the United States, the Service, and to permit Authorized Users to use the Service, subject to the terms and conditions of this Agreement. All rights in the Service not expressly granted hereunder are reserved to Licensor.
- (b) **Scope.** The license granted to Subscriber hereunder is limited to a single, authorized Application for the display and retrieval of the Service on an Authorized User's desktop. The license does not extend to multiple applications for the display or retrieval of content within the Services. Subscriber shall have no right pursuant to this Agreement to distribute the Service in whole or in part over the Internet, or via email or instant messaging (other than as set forth in Section 9), via an Intranet, personal digital assistant, wireless application protocol, short message service or radio system. An enhanced license encompassing such applications is available as a supplement to this Agreement. Nothing in this Agreement shall obligate Licensor to continue providing access to any Service beyond the date when Licensor ceases providing such Service to subscribers generally. If Licensor ceases providing such Service to subscribers generally, neither the Third Party Payor nor the Subscriber will be under any obligation to remit further payment to Licensor pursuant to this Agreement.
- (c) **Restrictions Use.** Subscriber shall not edit, alter, abridge or otherwise change in any manner the content of the Service, including, without limitation, all copyright and proprietary rights notices. Subscriber may not, and may not permit others to:

 - (i) reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the software or Service;
 - (ii) modify, translate, adapt, alter, or create derivative works from the Service;

- (iii) copy (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Service; or
- (iv) distribute, sublicense, rent, lease, loan or grant any third party access to or use of the Service.

2. Definitions. As used herein,

- (a) **“Agreement”** shall mean these terms and conditions, the Order Form, attached Schedules, and any written amendments signed by both parties;
- (b) **“Application”** shall mean either the Licensor-developed application used by Subscriber for the Service hereunder;
- (c) **“Authorized Users”** shall mean Subscriber’s employees and independent contractors working for Subscriber in the ordinary course of Subscriber’s business who: (i) agree to be bound by the terms of this Agreement; and (ii) are specifically authorized by Subscriber to access the Service;
- (d) **“Billing Start Date”** shall mean the date identified on the Order Form as the date from which billing shall be calculated (which under no circumstances shall be later than the Service Start Date, as defined below);
- (e) **“Display Devices”** shall mean any display device used to access and display the Service;
- (f) **“Service”** shall mean Licensor’s information applications subscribed to by Subscriber hereunder;
- (g) **“Service Start Date”** shall mean the date from which Subscriber receives the applicable Service;
- (h) **“Fees”** shall mean the fees payable pursuant to Section 3 hereof;
- (i) **“Office”** shall mean the address(es) of Subscriber’s office(s) in which a Display Device is located;
- (j) **“Order Form”** shall mean the attached Order Form that sets out the commercial terms and is executed by the parties;
- (k) **“Term”** shall mean the period identified in the Order Form, or any renewal term, as applicable;
- (l) **“Vendor”** shall mean the single distributor that delivers the Service to Subscriber as identified on the Order Form, subject to Licensor’s continuing authorization of such Vendor’s Application.

3. Fees and Payment.

- (a) **Fees.** Commencing on the Billing Start Date, the Third Party Payor, Stand With Parkland, shall pay Licensor on behalf of Subscriber for the Term hereof the Fees, payable in advance, based on the Services and the number of Users identified in the Order Form, and on any other commercial terms contained in this Agreement. Subscriber shall inform Licensor of any increases in the number of Users no later than

seven (7) days after the date of such increase and the Order Form will be deemed amended accordingly. Subscriber shall have no financial liability for subscription fees under this agreement.

- (b) **Taxes.** Licensor will be responsible for, and will promptly pay all sales, use, excise, value-added or similar taxes, assessments, or duties.
- (c) **Professional Services.** During the term of this Agreement, Subscriber may request Licensor to perform professional services in the nature of software development, customization add-in, documentation and/or integration services (hereinafter, "Professional Services"). Upon receipt of a request, Licensor may provide Subscriber with a written proposal, and when the parties agree to all requirements of the proposed Professional Services, a Task Order for the Professional Services, in the form of Exhibit C, shall be executed by the parties. All Task Orders shall be subject to the terms and conditions of this Agreement. Services performed by Licensor are not exclusive to Subscriber, and Licensor may perform services of any type or nature for any other person or entity at any time.

4. Access.

- (a) **Vendor.** If the Service is delivered to Subscriber via a Vendor, Subscriber acknowledges that the Vendor Delivery Fees may be charged to Subscriber by such Vendor or by Licensor on behalf of the Vendor.

5. Monthly Reports; Records.

- (a) **Vendors.** If the Services are delivered to Subscriber by a Vendor, Subscriber agrees that Licensor may rely on such third-party vendor's monthly entitlement reports for billing purposes.

- 6. **Mergers and Acquisitions.** For the purpose of calculating the Fees, it is not the parties' intention that the Fees charged under this Agreement will include Display Devices and Services added through a merger or acquisition. Accordingly, in the event of any merger or acquisition that would result in Subscriber's ownership or control of Display Devices formerly owned or controlled by another entity, such additional Display Devices and Services will not be covered by the Fees charged under this Agreement. Subscriber agrees that such Display Devices and Services shall be subject to additional fees, based upon the then current listed price for the additional Display Devices and/or Services resulting from the acquisition or merger. For the avoidance of doubt a merger and/or acquisition shall not entitle Subscriber to terminate this Agreement other than in accordance with its terms.

- 7. **Copyright Protection; Use Restrictions; Security.** Subscriber agrees that the Service and Feed specifications, including without limitation the editorial coding and metadata contained therein, are the property of Licensor or Licensor's licensors. *The works and databases included in the content of the Service are protected by applicable copyright laws.* Subscriber agrees that only Authorized Users shall be permitted access to the Service. Except as set forth herein, no clients or other persons or entities who are not legal employees of Subscriber or independent contractors consulting for Subscriber in the ordinary course of Subscriber's

business may be Authorized Users. Subscriber shall not reverse engineer, decompile or disassemble any part of the Service. Subscriber further agrees that neither Subscriber nor any Authorized User shall store (except as permitted under Section 1(d)(ii) for retrieval and display purposes only), copy, reproduce, retransmit, disseminate, sublicense, sell, distribute, publish, broadcast, circulate, create derivative works (including, without limitation, trading algorithms), test algorithms in conjunction with, or distribute by any means the Service in whole or in part to anyone, including, but not limited to, other employees of Subscriber, without Licensor's express prior written consent; provided, however, that Authorized Users may on an occasional basis in the normal course of business include limited portions of the Service (a) in oral and (with proper attribution to the respective Service) non-electronic written communications with clients and other employees, and (b) in email and instant messaging communications with other employees and/or securities professionals. Without limiting the foregoing, under no circumstances shall distribution under this Section by Subscriber be permitted if such distribution may be viewed as a substitute for a subscription to the Service itself. Subscriber agrees that when using the Service in this way, the facts, content and intent of the Service will not be changed in form or in spirit or otherwise in any way be prejudicial to the integrity of the Service or Licensor.

- 8. Disclaimer.** SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICE(S), THE CONTENTS THEREIN, AND ANY ACCOMPANYING DOCUMENTATION ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LICENSOR DOES NOT MAKE ANY AND HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

9. Indemnification.

- (a) **Subscriber Infringement Indemnity.** Subscriber, at its expense, will defend, indemnify, and hold Licensor harmless from and against any and all third party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorneys' fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against Licensor which directly relate to a claim, action, lawsuit, or proceeding made or brought against Licensor by a third party alleging the infringement or violation of such third party's registered patent, trade secret, copyright, or trademark (each a "Licensor Claim") by way of Licensor's use of any Subscriber Content that Subscriber provides to Licensor and Licensor uses in the provision of any Services.
- (b) **Licensor Infringement Indemnity.** Licensor, at its expense, will defend, indemnify, and hold Subscriber harmless from and against any and all third party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, claims, costs, and expenses including, without limitation, reasonable attorneys' fees, finally awarded by a court of competent jurisdiction, after all rights of appeal are exhausted, against Subscriber

which directly relate to a claim, action, lawsuit, or proceeding made or brought against Subscriber by a third party alleging the infringement or violation of such third party's registered patent, trade secret, copyright, or trademark (each a "Subscriber Claim") by way of Subscriber's use of the Service that Licensor provides to Subscriber.

10. Limitation of Liability. LICENSOR AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS ("THE PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO SUBSCRIBER, AUTHORIZED USERS, OR ANY THIRD PARTY, FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IN NO EVENT WILL THE LIABILITY OF THE PARTIES ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT EXCEPT FOR INTELLECTUAL PROPERTY INFRINGEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE AGGREGATE AMOUNT PAID BY SUBSCRIBER HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW. SUBSCRIBER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR FOR ANY LOSS, DAMAGE OR COST IN CONNECTION WITH ANY CLAIM OR ACTION WHICH MAY BE BROUGHT BY ANY THIRD PARTY AGAINST LICENSOR RELATING TO ANY BREACH OF THIS AGREEMENT BY SUBSCRIBER.

11. Term; Early Termination. This Agreement shall become effective when Subscriber signs the Order Form and, unless terminated earlier in accordance herewith, shall continue from the Billing Start Date for the period of time specified in the Order Form. This Agreement shall automatically renew for subsequent like terms unless either party gives the other written notice of its intention not to renew no later than sixty (60) days prior to the end of the then-current term. For the avoidance of doubt: (i) in the event Subscriber executes the Order Form after the Billing Start Date then this Agreement will be deemed effective from the Billing Start Date, and (ii) in the event Subscriber receives the Service before the Order Form is executed, then this Agreement shall be deemed effective from the Service Start Date. Modifications in any ongoing Fees in connection with direct access to a Feed shall be communicated to Subscriber no later than ninety (90) days prior to their effective date, and such modified Fees shall be deemed to replace those previously stated in the Order Form. This Agreement may be terminated as follows: (a) if either party commits a breach of any provision of this Agreement and fails to remedy such breach within thirty (30) days of receiving written notice thereof by the non-breaching party ("Notice of Breach"), the party giving such notice may then deliver a second written notice to the breaching party

terminating this Agreement, in which event this Agreement, and the licenses granted hereunder, will terminate on the date specified in such second notice; or (b) if a receiver is appointed over any assets of either party or if either party makes any arrangement with its creditors or becomes subject to an administration order or goes into liquidation or anything equivalent to the foregoing under any jurisdiction or ceases to carry on business, the other may terminate by giving written notice with immediate effect. If this Agreement is terminated before the end of its then current term for any reason other than by Subscriber under Clause 14 (a) or (b), then Subscriber will pay to Licensor as liquidated damages the amount due by Subscriber for the previous calendar month times the number of months remaining in such Term ("Liquidated Damages") within 30 days after such termination. The parties agree that the Liquidated Damages under this clause are not intended to be and will not be punitive in effect and that the Liquidated Damages are a genuine pre-estimate of loss (which may be difficult to ascertain) resulting from early termination of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, if Subscriber receives any notice of late payment under this Agreement in any form, written or electronic, from Licensor including any business division (e.g., Licensor' Credit Department), such notice will be deemed to be a Notice of Breach.

12. Confidentiality. Subscriber and Licensor understand and agree that in the performance of this Agreement each party may have access to private or confidential information of the other party which either is marked as "confidential" or the receiving party should reasonably know under the circumstances that such information is confidential and/or proprietary information of the other party. Each of us shall hold such information in confidence and not, without the consent of the other, disclose it to a third party or use it for any purpose other than in performance of this Agreement. This obligation of confidentiality shall not apply to information that is generally available to the public through no act or omission of the receiving party or becomes known to the receiving party through a third party with no obligation of confidentiality, or is required to be disclosed by law, court or by any government or regulatory authority. If any Confidential Information is required to be disclosed by statute, rule, regulation or order of any court of competent jurisdiction, before any such disclosure the receiving party will provide notice to the disclosing party reasonably sufficient to allow the disclosing party the opportunity to apply for a protective order or other restriction regarding such disclosure. If either party elects to file this Agreement with the U.S. Securities and Exchange Commission or any other securities exchange or market, regulatory authority or other body, the filing party will provide the non-filing party, no less than five (5) business days before the expected date of the filing (the "Filing Date"), a copy of the Agreement marked to show the sections for which the filing party plans to seek confidential treatment. The filing party agrees to expand its confidential treatment request to include those provisions of this Agreement reasonably indicated by the non-filing party before the Filing Date as provisions for which the non-filing party requests confidential treatment. All confidential information will remain the exclusive property of the owner. No public announcement, press release or communication concerning this Agreement shall be made without the prior consent of the other party.

13. Miscellaneous.

- (a) **Notice.** All notices to a party hereunder shall be in writing, and delivered by certified mail, return receipt requested, overnight courier service, or by facsimile with confirmation by the above-described mailing methods to the address(es) set forth on the Order Form, or to a different address which a party may give written notice of pursuant to this Section from time to time. Notice will be deemed delivered and received on the date it is actually received.
- (b) **Amendment.** The parties acknowledge that Subscriber is responsible for notifying Vendor directly of any Vendor-related issues. This Agreement may not be amended except in a writing executed by authorized representatives of Subscriber and Licensor.
- (c) **Assignment.** This Agreement is not transferable, assignable, delegable, or sublicensable by Subscriber in whole or in part, without the prior written permission of Licensor. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors, trustees, administrators, and assigns.
- (d) **Survival.** The following obligations of the parties will survive termination or expiration of this Agreement for any reason: Sections 2., 9., 10., 11., 12., 13., 14. (but only for three (3) years after such termination or expiration), and 15. of this Agreement and any payment obligations of Subscriber that accrue prior to such termination or expiration.
- (e) **Independent Contractor.** Licensor is acting in performance of this Agreement as an independent contractor.
- (f) **Binding Effect and Third-Party Beneficiary.** Except if specifically stated in this Agreement, neither party, nor any of their respective employees or agents, will have the power or authority to bind or obligate the other party. No third party is a beneficiary of this Agreement.
- (g) **Waiver of Rights.** Except where specifically stated to the contrary, all remedies available to either party for breach of this Agreement under this Agreement, at law, or in equity, are cumulative and nonexclusive. A waiver or failure of either party at any time to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter.
- (h) **Injunctive Relief.** If Subscriber breaches Section 1 of this Agreement, Licensor will be entitled, in addition to any other rights available under this Agreement or at law or in equity, to apply for immediate injunctive relief without any requirement to post a bond or other security and Subscriber acknowledges and agrees to not contest such application.
- (i) **Severability.** If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction, such provision or portion thereof will, as to such jurisdiction only, be ineffective to the extent of such unenforceability, all other provisions and portions thereof of this Agreement will not be affected thereby and will be valid and enforced to the fullest extent permitted by law.
- (j) **Choice of Law and Venue.** This Agreement, as well as any and all tort claims arising from this Agreement or arising from any of the proposals, negotiations, communications or understandings regarding this Agreement, will be governed by and

construed in accordance with the laws of the State of Florida, United States of America ("Florida"), applicable to contracts made entirely within Florida and wholly performed in Florida, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in Broward County, Florida.

- (k) **Force Majeure.** Any failure or delay by Licensor in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a ground for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of Licensor.
- (l) **Entire Agreement.** This Agreement contains the final and entire agreement of the parties and supersedes all previous and contemporaneous verbal or written negotiations, understandings, or agreements regarding the Agreement's subject matter.
- (m) **Exhibits.** The following Exhibits are attached hereto and incorporated herein by this reference:

 - Exhibit A. Order Form for specific services
 - Exhibit B. Service Level and Support Services Agreement
 - Exhibit C. Task Order Form for specific tasks and payment
 - Exhibit D. Funding Confirmation Letter from Third Party Payor

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized on the day and year first written above.

ATTEST: City of North Miami, a Florida Municipal Corporation,

By: _____
Cherise G. Gause
Chief of Police

Date: _____

CERA SOFTWARE, Inc.

By: _____

Print: _____

Title: _____

By: _____
Rasha Cameau, MBA, FRA-RP
City Manager

Date: _____

By: _____
Vanessa Joseph, Esq.
City Clerk

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Jeff P. H. Cazeau, Esq.
City Attorney

Date: _____

Date: _____

Exhibit A. Order Form

Billing Start Date:

Service Start Date:

SERVICES

Subject to the terms and conditions of the Agreement, Licensor will provide to Subscriber the following Services for the following fees:

1. **Technology Description:**

- a. CERA Public Safety Platform for members of the North Miami Police Department
- b. CERA Duress Application for all municipal locations and municipal employees
- c. CERA Duress Application for all Public and Charter Schools (K-12) within the municipality of the City of North Miami
- d. CERA Duress Application for all Jewish Facilities
- e. All training, onboarding and support for the term of the agreement

2. **Term:** The term of this Schedule will commence as of the Billing Start Date and will end on June 30th, 2023 ("Initial Term").

3. **Fees:** **NO FEE FOR SUBSCRIBER;** See Exhibit D-Paid by Third-Party Payor, Stand With Parkland. If the Third Party Payor fails to remit payment to the Licensor, Subscriber will not be responsible for remitting any unpaid amounts to the Licensor.

4. **Maximum Number of Authorized Users:** Unlimited municipal Users

5. **Access:** Access is limited to Authorized Users.

6. **Training Rates :** All training is included for the three-year term

SUPPORT SERVICES

Support Services as set forth on Exhibit B. ("Support Services Description") are included as part of the Fees.

Exhibit B. Service Level and Support Services Agreement

Licensor will provide the Service to Subscriber, not including scheduled maintenance time. Scheduled maintenance time will not exceed five (5) hours a month, and will take place during Non-Peak Hours. "Non-Peak Hours" will be the hours between 12:00 AM and 5:00 AM EST. The Service and Work Products will function and be available as provided in this Agreement with the Uptime specified below (with the exception of any scheduled maintenance performed by Licensor).

Technical Contacts. During the Term and any renewal term of the Agreement, Licensor will make available a technical point of contact for Subscriber technical support inquiries.

Deductions from Monthly Fees as a result of Service Level Non-Performance. If Licensor has failed to meet any of the Service Levels set forth herein, Subscriber will be entitled to receive deductions from its monthly fee as set forth below. Deductions are expressed as a percentage of Licensor's total monthly charges during the month in which the service deduction applies, with each section being applied separately against the total monthly charges and then the totals of each chart aggregated.

Uptime. Licensor will provide an Uptime of 99% or better, and Uptime as defined herein will include any significant third party product included in the Service. If Licensor's noncompliance is from 1% to 2%, Company will be credited five (5) percent (5%) of its monthly fee. If noncompliance is from 2 % to 5%, the credit will be ten percent (10%) of the monthly fee. There will be an additional two percent (2%) credit of the monthly fee for each additional one percent (1%) of noncompliance beyond __%.

Alternate Clauses/Definitions for SLAs:

"Downtime" means, for a domain, if there is more than a five percent user error rate. Downtime is measured based on server side error rate.

"Downtime Period" means, for a domain, a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

"Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.

"Scheduled Downtime" means those times where Licensor notified Customer of periods of Downtime at least five days prior to the commencement of such Downtime. There will be no more than twelve hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.

Exhibit C. [Form of Task Order]

Task Order # _____

THIS IS TASK ORDER #____, BEING EXECUTED PURSUANT TO SAAS AGREEMENT BETWEEN CERA Software, Inc. ("LICENSOR") AND [name] ("SUBSCRIBER") DATED AS OF [date] (THE "AGREEMENT").

Project: _____ **Hourly Rate:** _____ **Actual # of Hours** _____ **Billed # of Hours** _____ **Actual Cost** _____ **Billed Cost** _____

Total:

ESTIMATE FOR PROJECT

Notes:

1. Above fees are billed in advance to the **Third Party Payor**.
2. All work is performed on a time and materials basis. This Task Order is a good faith estimate of the work required to complete the Task Order based on past experience and basic analysis of the project.
3. Intellectual Property Ownership Provision: The Intellectual Property Ownership Provisions of the Agreement are incorporated by reference herein.
4. Acceptance: The Deliverables described in the Project Scope of this Task Order will be deemed accepted by Subscriber upon receipt by Licensor of written notice by Subscriber that the Deliverables have been accepted.

CERA Software, Inc. Professional Services Rate Schedule:

Development Resource: \$ _____ per hour

Account Management Resource: \$ _____ per hour

Accepted by: Subscriber: _____

By:		
Name:		
Title:		
Date:		

Exhibit D. Funding Confirmation Letter

STAND WITH PARKLAND



The National Association of Families for Safe Schools

December 18, 2023

Chief Ra Shana Dabney-Donovan
Pembroke Park Police Department
3150 SW 52nd Avenue
Pembroke Park, FL 33023

Chief Dabney-Donovan,

Stand with Parkland - The National Association of Families for Safe Schools - is a national organization representing American families committed to advocating for practical public safety reforms focused on the security of students and staff at school, improved mental health support, and responsible firearms ownership. We were founded by the families whose loved ones were taken during the Parkland, Florida school massacre on February 14, 2018. Although we are devastated by the loss of our loved ones and spouses and children while at school, we work to help avoid mass shootings.

Stand with Parkland has received a BJA Byrne Discretionary Grants Program from the fiscal year 2023 grant is to provide funding to programs that use technology to provide cost-free implementation to communities.

Following your decision to use CERA Software, Inc. Stand with Parkland is offering to use the CERA Software, Inc platform in the Town of Pembroke Park Police Department. The duration of the funding will be through June 30, 2026 or the termination of the Pembroke Park Police Department agreement, whichever comes first. This funding arrangement is between CERA Software, Inc. and Stand with Parkland - The National Association of Families for Safe School.

We applaud the decision of Chief Ra Shana Dabney-Donovan to proactively promote school safety by using CERA Software, Inc to enhance the ability of students, and staff, to report vital information in order to have it relayed to responding officers, and on scene commanders, thus helping prevent a tragedy similar to what our Founding families have suffered. Stand with Parkland is pleased to partner with CERA Software, Inc by providing grant funding for this innovative pilot program helping to continue our mission to improve the safety of all students and teachers at school.

Please contact us with any questions you may have.

Tony Montalto
President
Stand with Parkland - The National Association of Families for Safe Schools

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