County of Fairfax, Virginia

AMENDMENT

AMENDMENT NO. 2

JUL 1 7 2020

CONTRACT TITLE: Next Generation 9-1-1 ESInet and Core Services

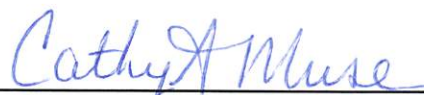| CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
AT&T Corp. (AT&T) P.O. Box 5095 Carol Stream, IL 60197-5095	1000011437	4400007825

By mutual agreement, effective immediately, Contract 4400007825 is amended as follows:

1. To add RapidDeploy's integrated cloud platform for public safety with mapping and analytics as a Service (SaaS) pursuant to AT&T Amendment No. 2 to the Contract 4400007825 between AT&T and Fairfax County attached hereto as Attachment A.

2. To add the Fairfax County Technology Requirements attached hereto as Attachment B.

All other terms, conditions and prices remain unchanged.

ACCEPTANCE:

BY: eSigned - Marianna Armstrong
(Signature)

Contract Specialist, Tech-M
(Title)

Marianna Armstrong
(Printed)

06 July, 2020
(Date)

HD091V

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DPSC – Steve McMurrer/e
DPSC – Roy Oliver/e
DPSC – Edward Gerow/e
DPSC – Brenda Edmundson/e
DIT – Tanesha Sherrod/e

Contract Specialist – J. Pun
ACS, Team 1 – C. Parker
Contractor -
DIT – Matt Dowd/e
DIT – Afsaneh Tibbs/e

AT&T

AT&T Corp. Services Amendment No. 2 to the Contract 4400007825
between AT&T Services, Inc. and Fairfax County ("Customer")

CUSTOMER Legal Name ("Customer")	AT&T ("AT&T")
Fairfax County Government	AT&T Corp
CUSTOMER Address	**AT&T Address**
Street Address: 12000 Government Center Parkway City: Fairfax State / Province: VA Country:USA Domestic / Intl / Zip Code: 22035	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
CUSTOMER Contact (for Contract Notices)	**AT&T Branch Sales Contact Information** ☐ **Primary Sales Contact**
Name: Cathy A. Muse Title: Director Telephone: 703-324-3203 Fax: Email: dpmmdirector@fairfaxcounty.gov	Name: Asif Iqbal Street Address: 3033 Chainbridge Rd. City: Oakton State / Province: VA Country: USA Domestic / Intl / Zip Code: 22124 Telephone : 703-474-6025 Email : ai001f@att.com Sales/Branch Manager: Asif Iqbal SCVP Name: Chris Gray
CUSTOMER Billing Address and Contact	
Street Address: 12000 Government Center Parkway City: Fairfax State / Province: VA Country: USA Domestic / Intl / Zip Code: 22035 Contact Name: Steve McMurrer Title: Manager Telephone: 571-350-1779 Fax: E-mail: steve.mcmurrer@fairfaxcounty.gov	

This Amendment is part of the Agreement between AT&T and Customer referenced above.

CUSTOMER	AT&T
By: _Cathy A Muse_ (by its authorized representative)	By: _eSigned - Marianna Armstrong_ (by its authorized representative)
Cathy A. Muse, CPPO, Purchasing Agent Fairfax County, Virginia (Typed or Printed Name)	(Typed or Printed Name)
Department of Procurement and Material Management (Title)	(Title) Contract Specialist, Tech-M
(Date) 7/15/20	(Date) 06 Jul 2020
	HD091V

Cathy A. Muse, CPPO, Purchasing Agent
Fairfax County, Virginia
Department of Procurement
and Material Management

AT&T

GENERAL TERMS

This AT&T Corp Service Amendment ("Amendment") is an attachment to and subject to the terms and conditions of Contract No. 4400007825, between county of Fairfax ("Customer"), and AT&T Corp. ("AT&T"), dated August 8, 2017 ("Master Agreement").

This Amendment consists of (i) this Amendment; (ii) the Statement of Work ("SOW") templates, including any subsequent SOWs that may be entered into between the parties which reference this Amendment, and (iii) Fairfax County License Agreement Addendum and RapidDeploy Inc. Full Platform and Analytics Service Agreement as modified by the Fairfax County License Agreement Addendum, which are attached hereto and incorporated fully into this Amendment. In the event of a conflict between (i), this Amendment and any attachments hereto, the order of priority in descending order is, this Amendment, followed by the Statement of work, and followed by Fairfax County License Agreement Addendum and RapidDeploy Inc. Full Platform and Analytics Service Agreement (Exhibit A) as modified by the Fairfax County License Agreement Addendum.

SERVICE: A Next-Generation 9-1-1 ("NG911") Service provisioned by AT&T that provides a cloud-based solution for authorized Public Safety Answering Points (PSAPs) identified by Customer. As part of the Service, AT&T will install Customer End User and/or Interface Equipment as identified in the Statement of Work at Customer PSAP Sites and will test the Customer End User and/or Interface Equipment and verify that it is operating as designed. AT&T will also provision the necessary network elements (set forth below) required to provide network access to the cloud service hosts to the Customer PSAP Sites. AT&T will be responsible for the maintenance of the AT&T provided Equipment necessary to provision the Service, as more fully described in the Statement of Work.

SERVICE PROVIDER: AT&T Corp.

TERM: The Amendment Term shall begin on Service Activation and continue to the latter of: (a) Three (3) years from Service Activation; (b) until such time as no Service Components are provided to Customer under this Amendment, or (c) until termination of the Master Agreement.

SERVICE COMPONENTS AND PRICING: The following prices shall apply to the various Service Components offered as part of the Service.

THIRD PARTY AGREEMENT: The Service is provided subject to the terms of the RapidDeploy Inc. Full Platform and Analytics Service Agreement attached hereto and incorporated herein as Exhibit A With respect to the Service, Customer has not approved and will not be bound by any third-party terms and conditions that are not included in this Amendment.

Equipment and Maintenance: The rates and charges for Services are as follows:

*Applicable Taxes & Freight will be listed separately on the invoice. Total Purchase Price does not include maintenance.

Rates and Charges

RapidDeploy Products

ATT SKU	Brief Description	Quantity	Monthly Recurring Charge
RPD-A-001	**RapidDeploy Edge - PSAP analytics concurrent per Seat license:** Provision of CPE agent license per PSAP, to allow on-premise and cloud based CPE event / activity details to be recorded and aggregated for the analysis and reporting of PSAP call performance, benchmarking and statistics	1	$ 200.00
RPD-A-002	**RapidDeploy Radius - Supplemental 911 location mapping concurrent, per seat license:** Provision of 911 call mapping and visualization to allow for the following capabilities: <u>Display of ALI and supplemental 911 location:</u> Show the locations of wireline, wireless, and VoIP 911 calls received by a PSAP on a map, including ALI locations as well as supplemental 911 locations such as device-hybrid locations of wireless calls. Compare locations from different sources. <u>Interface with location data sources:</u> Acquire 911 call location from E911 and NG911 data sources, locally at a PSAP or within an ESInet.	1	$ 350.00
RPD-A-004	**RapidDeploy Radius Plus:** All of the feature and functions of Radius including enhanced features	1	$ 450.00
RPD-A-005	**RapidDeploy Radius to Radius Plus Upgrade:** Upgrade from Radius to Radius Plus features	1	$ 100.00

AT&T

GENERAL TERMS

ATT SKU	Brief Description	Quantity	Monthly Recurring Charge
RPD-AC-001	**RapidDeploy NG-911 Consolidated Solution- Supplemental 911 location mapping with PSAP analytics concurrent, per seat license:** Provision of CPE agent license per PSAP, Provision of 911 call mapping and visualization to allow for the following capabilities: Display of ALI and supplemental 911 location: Show the locations of wireline, wireless, and VoIP 911 calls received by a PSAP on a map, including ALI locations as well as supplemental 911 locations such as device-hybrid locations of wireless calls. Compare locations from different sources. Interface with location data sources: Acquire 911 call location from E911 and NG911 data sources, locally at a PSAP or within an ESInet. Also allows on-premise and cloud based CPE event / activity details to be recorded and aggregated for the analysis and reporting of PSAP call performance, benchmarking and statistics.	1	$ 600.00
RPD-RETM-1	**RapidDeploy Radius Extended Tactical Mapping** - Provision of tactical mapping portal access with enhanced capabilities of extended platform.	1	$ 2,000.00
RPD-RETM-2	**RapidDeploy Radius Extended Tactical Mapping- active motorized vehicle with automatic vehicle location license:** Provision of real-time to responder vehicle integration via AVL to allow the following capabilities: Vehicle status: live unit location, live unit status, historical unit tracks Unit interaction: Response crew detail capture and status updates via MDT interface (currently available for TomTom) or via mobile web page	1	$ 50.00
RPD-RETM-3	**RapidDeploy Radius Extended Tactical Mapping - RapidDeploy mobile application license per named responder:** Provision of responder access to either Android or iOS mobile app to allow for the following capabilities: Responder location and status management. User update of current responder status and visibility / tracking of live responder location, receipt of live navigation, response management (responder updates) and multi-media capture to app smart forms.	1	$ 12.50

Payment Terms:

- Locations to be invoiced and billed after each installation and customer acceptance.
- Equipment & Services Detail as above.

Payment Terms:

(1)   Charges not due until PSAP installed and accepted by Customer.

AT&T

GENERAL TERMS

ADDITIONAL TERMS AND CONDITIONS

1. Definitions

"AT&T Premises" means an AT&T owned or operated facility specified in an Order where NG911 Equipment will be installed and certain elements of the Service are performed.

"Customer Premises" means Customer's facility or location specified in an Order where the Equipment will be installed or Services performed. Customer Premises will be deemed Site(s) for purposes of this Amendment.

"Activation" means (i) for a Service, when the Service is first provisioned or made available to Customer's use at any Site.

"Customer End User Equipment" means the equipment and Licensed Software that AT&T licenses or leases, as applicable, to Customer or for which AT&T provides Services as provided hereunder that is installed at a Site.

"Customer Interface Equipment" means the equipment included with the service to connect with the Customer's call handling system.

"Order" means any purchase order issued by Customer for Equipment or Services that references this Amendment, is signed by Customer's authorized representative, and is accepted by AT&T. Orders will be deemed Attachments to this Amendment once accepted by AT&T.

"PSAP" means a Public Safety Answering Point. The location of a PSAP will be deemed a Site for purposes of this Amendment.

"Statement of Work" or **"SOW"** means the attached statement(s) of work and/or other ordering documents that describe materials and Services to be provided pursuant to this Amendment. On occasion, SOWs may be entitled Statement of Work (SOW), Scope of Work (SCOW) or Pre-Installation Guide (PIG).

2. Scope

AT&T will procure the Equipment and provision the Service as specified in this Amendment and any attachments hereto.

3. Customer End User and/or Interface Equipment; Delivery and Installation by AT&T

AT&T will deliver the Customer End User and/or Interface Equipment FOB origin, prepaid. Title to the Customer End User Equipment and all risk of loss to the Customer End User Equipment shall remain with AT&T. Origin is defined as the manufacturer's site when the Customer End User Equipment is shipped directly to Customer Site and as AT&T's staging facility when AT&T performs staging on the Customer End User Equipment before delivery to Customer. Customer acknowledges and agrees that AT&T's ability to provide Customer End User Equipment during the term of this Amendment is contingent upon the supply and delivery schedules of the Customer End User Equipment manufacturer(s). AT&T shall have no liability for delays in any delivery schedule. Customer End User Equipment is described in the SOW attached hereto.

4. Customer Responsibilities for Installation Services at Customer Premises

AT&T's obligations under this Amendment and the timely fulfillment thereof, are contingent upon timely receipt from Customer of all reasonably necessary assistance and cooperation in all matters relating to this Amendment, including reasonable access to relevant personnel, records, information and facilities. Customer shall provide AT&T, in a timely fashion, with all information reasonably required for the performance of the Services by AT&T. Customer represents that all information presently known to be necessary to AT&T's understanding of the Services to be performed have been disclosed or provided to AT&T and Customer will keep AT&T timely informed of any new information which may be necessary to AT&T's understanding of the Services to be performed. Customer shall provide AT&T with reasonable access to the premises necessary for the performance of the Services required under this Amendment. In the event of Customer's failure to perform its responsibilities hereunder, AT&T may, at AT&T's option, assume or fulfill any and/or all of Customer's responsibilities, directly or through contract with third parties. In such instance, it shall be considered an increase in the scope of the Services.

5. Invoicing and Payment Terms

Invoices for all Services will be issued upon Customer's Acceptance of the Services as defined in Section 6 hereof, on a PSAP-by-PSAP basis. Invoices for maintenance Services will be issued pursuant to the terms of the Master Agreement.

6. Initial Acceptance of Services and Customer End User and/or Interface Equipment

On a PSAP-by-PSAP basis, Customer shall have a designated staff member on-site at the initial completion of Services and installation of the Customer End User and/or Interface Equipment to sign the acceptance document, acknowledging the Services were performed in accordance with the SOW and are complete as to each PSAP. If any installation Services are incomplete or nonconforming at the time of initial installation, Customer must provide written notice to AT&T identifying such installation Services within ten (10) business days of notice by AT&T of completion of said Services at a PSAP, or else Customer waives remedy. Upon written notification, AT&T will then have thirty (30) business days to re-perform or complete the nonconforming installation Services. If AT&T is unable to, or fails to, correct such nonconformance in all material respects, AT&T may, as AT&T's sole liability and Customer's sole remedy, refund to Customer all amounts paid by Customer for the nonconforming portion of the installation Services.

7. Licensed Software

[see "Third Party Agreement," above.]

8. Limited Warranty, Limitation of Liability and Limitation of Remedy.

In addition to any similar protections set forth under the Master Agreement, the following provisions apply to Services and Equipment offered under this Amendment:

AT&T

8.1 WARRANTIES.

(a) **Equipment**. The Equipment will be provided to Customer on an "As Is" basis. (i) AT&T DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ARISING BY VIRTUE OF USAGE OF TRADE). (ii) AT&T WILL NOT HAVE ANY OBLIGATION OR BE LIABLE FOR ANY DAMAGES TO THE EQUIPMENT CAUSED BY ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCOMFORMITY IN ANY EQUIPMENT OR ANY OF THE SERVICES. AT&T DOES NOT WARRANT THAT THE OPERATION OF EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. AT&T HAS NO WARRANTY OBLIGATION FOR EQUIPMENT THAT CUSTOMER ACQUIRES THROUGH AT&T AND EQUIPMENT THAT IS NOT MANUFACTURED BY AT&T AND THAT DOES NOT BEAR AN AT&T LOGO OR COPYRIGHT NOTICE. Customer, not AT&T, is responsible for selecting Equipment to achieve its intended results and for promptly verifying that the Equipment performs as specified by the manufacturer or licensor.

(b) **Manufacturer's Warranty**: Notwithstanding the disclaimer set forth in the subsection (a) of this section, AT&T shall pass through to Customer any hardware warranties available from Equipment manufacturers and subsection (a) does not negate any software warranty that Customer may obtain directly from the licensor under the particular licensor's standard software license.

8.2 WORKMANSHIP WARRANTY

(a) The provision of Services and any deliverables under this Amendment shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in any Attachments, including, but not limited to, any SOWs. No other warranties are provided by AT&T under this Amendment.

(b) **Further Disclaimer As To Information Provided by Customer.** The Services, as described herein and any Attachments, are based upon, among other things, information provided by CUSTOMER. IN THIS REGARD, AT&T MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO AT&T BY CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) NONE OF THE INFORMATION FURNISHED BY CUSTOMER IN CONNECTION WITH AT&T SERVICES AND/OR DELIVERABLES HAS BEEN INDEPENDENTLY VERIFIED BY AT&T AND (II) AT&T EXPRESSLY DISCLAIMS, AND WILL NOT BE SUBJECT TO, ANY LIABILITY WHICH MAY BE BASED ON SUCH INFORMATION, OR ANY ERRORS OR OMISSIONS IN SUCH INFORMATION, WHETHER OR NOT AT&T KNEW OR SHOULD HAVE KNOWN OF ANY SUCH ERRORS OR OMISSIONS, OR WAS RESPONSIBLE FOR OR PARTICIPATED IN THEIR INCLUSION IN OR OMISSION FROM THE SERVICES AND/OR DELIVERABLES. If AT&T does become aware of any errors or omissions in information are made or provided by Customer, AT&T will promptly notify Customer, in writing, of such errors and omissions.

9. Storage of Equipment

AT&T and/or its designated subcontractors may store a reasonable amount of Equipment, materials, tools and other items necessary for the performance of the Services on a Site or in such other secure location(s) as Customer may designate, at no charge. Customer will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to Customer's Site when AT&T personnel are not available to accept delivery and place or direct the placement of such items on the Site or other secure location(s). In the event Customer accepts delivery of any items under this Amendment, Customer will promptly notify AT&T of the delivery and location of the items delivered.

10. Amendments; Termination

Customer will be charged for any additions, deletions or changes ("Change") in the Equipment and/or Services. If Customer desires a Change, Customer will notify AT&T by written request, and AT&T will provide Customer a revised Bill of Materials and/or Statement of Work reflecting the Equipment, Service and price changes shipping dates, Cutover dates and other terms. Any increase or decrease in the price occasioned by a Change will be added to/subtracted from the amount of Customer's invoice. After the Effective Date of this Amendment, any changes to an Order or SOW requested by Customer will be processed as a "Change Order". If AT&T does not receive the executed change documents within 30 (thirty) days, no changes will be made to the original document. This Amendment may be amended or modified only by written instrument signed by an authorized representative of each party.

Customer may terminate this Agreement in whole or in part by giving the other party at least thirty (30) days' prior written notice. Customer may terminate an Order or Change Order by giving the other Party written notice prior to Cutover. In the event Customer terminates an Order or Change Order: Customer shall be liable for an amount equal to fifty percent (50%) of the fees for Services for the remaining term of this Amendment (or any applicable Order) plus any non-recoverable costs including, but not limited to, amounts incurred by AT&T in connection with the provisioning of cancelled Equipment and Services. Upon termination, Customer agrees to pay all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any undisputed costs or expenses (including restocking fees) incurred by AT&T in connection with the performance of the Order. In the event the Customer terminates an Order or Change Order prior to Cutover, the Customer shall be liable for all expenses incurred by AT&T under that Order or Change. Upon termination, Customer agrees to pay AT&T all undisputed amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any nonrecoverable restocking fees or other costs incurred by AT&T. Such payment will constitute a full and complete discharge of Customer's payment obligations. The aforementioned termination fees do not apply to termination for cause due to breach by AT&T or its subcontractor.

Customer will only be liable for the charges incurred in connection with termination as described in this Section 10. Customer shall not be

AT&T   **GENERAL TERMS**

responsible for any other termination charges specified in the Master Agreement.

11. Termination of Purchase Order; Suspension of Service

Except as otherwise expressly provided in this Amendment, Order(s) may not be terminated, suspended or canceled unless: a) the other party is in material breach of or default under such Order, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in breach or default; or b) any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Order or this Agreement.

12. General Provisions

Subject to paragraph 21 of RFP2000002010, which is part of the Master Agreement, AT&T is entitled to increased compensation and/or time for completion where AT&T encounters concealed physical conditions which differ materially from those indicated in any documents provided under this Agreement or otherwise represented by Customer, or latent physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in the installation and/or maintenance activities contemplated by this Amendment, where such conditions would materially interfere with, delay or increase cost of performance under this Amendment.

All intellectual property in all Services and Equipment shall be the sole and exclusive property of AT&T or its suppliers.

Attachments:

1. Statements of Work e.g. SOW

LICENSE AGREEMENT ADDENDUM

Fairfax County ("the County") and RapidDeploy, Inc. ("Supplier"), a business incorporated in Delaware, F.E.I.N. 82-2768150, having its principal place of business at 720 Brazos Street, Suite 110, Austin TX 78701, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contract(s) (RapidDeploy Inc Full Platform and Analytics Service Agreement) provided by Supplier. This Addendum, duly executed by the parties, is attached to and made a part of Supplier's standard form contract(s). Together these documents govern the use of any and all products or agreements whether or not specifically referenced in the order document.

The term "contract" means the Supplier's standard form contract(s) and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein. The term(s) "Customer," "You," and/or "you," as used in the contract mean, as applicable, Fairfax County, or any of its officers, directors, agents or employees.

Supplier's standard form contract is, with the exceptions noted in this Addendum, acceptable to the County. But certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract cannot be accepted by the County. In consideration of the convenience of using the standard form contract and this Addendum without the necessity of specifically negotiating a separate contract document, the parties specifically agree that none of the following terms has any effect or is enforceable against the County or any of its officers, directors, employees or agents, even if that term or provision appears in the attached Supplier's standard form contract(s),

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;

2. Requiring any total or partial compensation or payment for unperformed services, anticipated profit, or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;

3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;

4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's benefit;

5. Granting Supplier a security interest in property of the County, the Commonwealth, or any of their officers, directors, employees or agents;

6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;

7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* §8.01 et seq.);

8. Permitting approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party without the County's written consent;

9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

10. Obligating the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;

11. Requiring any dispute resolution procedure(s) other than those set forth in the Fairfax County Purchasing Resolution and the Code of Virginia;

12. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury;

13. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.

14. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;

15. Disclaiming all liability on the part of Supplier for property damage, personal injury, or intellectual property infringement caused by its negligence or that of its agents/employees;

16. Requiring the County to agree to third-party terms and conditions.

17. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent the County except as follows: Supplier may assign all or any of its rights and obligations to: a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and, if necessary, a certification of authority to do business in Virginia; or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;

18. Not complying with the contractual provisions in Article 3 and Article 5 of the Fairfax County Purchasing Resolution.

19. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by § 59.1-501.15 of the Code of Virginia;

20. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;

21. Requiring that the County waive any immunity to which it is entitled by law;

22. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;

23. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;

24. Obligating the County beyond approved and appropriated funding. All payment obligations under the contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, the contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;

25. Permitting unilateral modification of the contract by Supplier;

26. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;

27. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;

28. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;

29. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;

30. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;

31. Granting Supplier or an agent of Supplier the unilateral right to audit or examine the books, records, or accounts of the County;

The parties further agree as follows:

32. If, pursuant to Title 13.1 or Title 50 of the Code of Virginia, Supplier is required to obtain a certificate of authority to transact business in Virginia, Supplier represents and warrants that it is so authorized. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

33. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

34. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted.

35. The County may rely on independent contractors, acting on behalf of the County, to perform functions requiring the use of and access to the Supplier's Software. Nothing in the Supplier's standard form contract shall limit such third parties from using or accessing the Software in order to perform such functions. If any invention, work of authorship, or confidential information is developed exclusively by an employee, consultant, or third-party contractor or subcontractor of the County during the performance of Services by Supplier, Supplier shall have no ownership claim to such invention, work of authorship, or confidential information.

36. Any travel expenses incurred by Supplier in the course of performing the services must be pre-approved by the County and shall be reimbursed at the then-current per diem rates used by the federal government.

37. All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:

    A. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;

    B. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;

    C. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and

D. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.

E. Compliance with the nonvisual access standards set out this Section is not required if the Purchasing Agent determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

38. A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Supplier of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

This contract, consisting of this Fairfax County License Agreement Addendum and the Supplier's standard form contract(s), constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

RapidDeploy Inc.   Fairfax County

By: _____   By: _____
(Signature)   (Signature)

Name: _Walt Kaplan_____   Name: _Cathy A. Muse_____
(Print)   (Print)

Title: _Regional Director NCR_   Title: Director/County Purchasing Agent

Date: ___07/13/2020___   Date: ___7/15/20___

RapidDeploy
MISSION CRITICAL DISPATCH

Exhibit A

RapidDeploy Inc. Full Platform and Analytics Service Agreement

Client Details

Client: [Fairfax County]
Address: [12000 Government Center Parkway, Suite 427, Fairfax, VA 22035]
Phone: [703-324-3201]
Contact Name: [Steven McMurrer for Technical Matters; Jamie Pun for Contractual Matters]

Background

This Service Agreement (the "Agreement") is made by and between RapidDeploy USA Inc.., referred to herein as "RapidDeploy", with offices at 488 MADISON AVE, FL 21, NEW YORK, NY 10022 and Client as named above, referred to herein as "Client".

A.   WHEREAS, RapidDeploy provides a state of the art integrated cloud platform for Public Safety with mapping and analytics as a Service (SaaS) on a monthly basis; and

B.   WHEREAS, Client's use of RapidDeploy's platform and related services shall be subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms, promises, mutual covenants and conditions contained in this Agreement, RapidDeploy and Client agree as follows:

Terms and Conditions

1.   Purchase of RapidDeploy platform as a Service.
RapidDeploy shall provide to Client, and the Client shall purchase from AT&T, the RapidDeploy platform as a Service (the "Service:") for the prices listed in Amendment 2. Unless otherwise stated, Client shall pay all taxes and third-party expenses imposed on, in connection with, or measured by the transaction contemplated by this Agreement. RapidDeploy shall not be responsible for any third party costs or expenses that may be necessary to integrate the Service with Client's existing systems and services, if any.

2.   Delivery and Risk of Loss.
Unless otherwise stated, RapidDeploy will deliver RapidDeploy platform as a Service through Microsoft

Azure® cloud platform. Any stated delivery dates are approximate. RapidDeploy will not be liable for any
losses, damages, penalties, or expenses for failure to meet any delivery date.

3.   Limitation of Liability

3.1 EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES FOR

RapidDeploy
MISSION CRITICAL DISPATCH

ANY CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:

i.) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR REAL OR TANGIBLE PROPERTY DAMAGE, NEGLIGENTLY CAUSED BY A PARTY, OR DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF A PARTY OR ANY BREACH OF SECTIONS 7 (Data Security, Confidentiality, and Personal Information) OR 6 (Intellectual Property Rights; Title), THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES;

ii.) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT , EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE {12) MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY THE CLIENT FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS SHALL NOT LIMIT THE CLIENT'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

iii.) THE LIMITATIONS IN THIS SECTION 3 ARE NOT INTENDED TO PRECLUDE A PARTY FROM SEEKING INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION IN THE EVENT OF A VIOLATION BY THE OTHER PARTY OF SECTION 7 (Data Security, Confidentiality, and Personal Information), OR SECTION OR 6 (Intellectual Property Rights; Title),

3.2 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS.

3.3 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

3.4 THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY: REGARDLESS OF THE FORM OF ACTION , WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND {ii) WHETHER OR NOT DAMAGES WERE FORESEEABLE.

3.5 THESE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION 3 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

4. Limitation of Actions.
No action arising out of or relating to this Agreement or the transactions it contemplates may be commenced against RapidDeploy more than Five (5) years after the basis for such claim could reasonably have been discovered.

5. SaaS License.
Client is granted a revocable limited non-exclusive license to use RapidDeploy software from RapidDeploy as a Service, hosted on Microsoft Azure platform during the term of this Agreement. Client shall not sell, transfer or otherwise convey to any third party, or grant to any third party any right to use, RapidDeploy software technology or any right to the Intellectual Property Rights (defined below)

without, in each case, the prior written consent of RapidDeploy, such consent to be granted or withheld in RapidDeploy's sole discretion. Client has no right to sublicense any rights granted under this Agreement, and any attempts to do so are void ab initio.

6.   Intellectual Property Rights; Title.

Any enhancements, including any and all Intellectual Property Rights (defined below) related thereto, created by Client or any third party at the direction or under the control of Client including, without limitation, Client's or its member agencies' employees (or permitted third party consultants engaged by Client) shall be owned exclusively by RapidDeploy, with no right of accounting. Client will not acquire any right, title or interest in and to any Intellectual Property Rights. "Intellectual Property Rights" means (a) original works of authorship in any medium of expression, whether or not published, all copyrights (whether registered, unregistered or arising by law), all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications, including all moral rights and author's rights and (b) computer programs and systems, whether embodied in software, firmware or otherwise, including, software compilations, software implementations of algorithms, software tool sets, compilers, and software models and methodologies (regardless of the stage of development or completion), all databases and compilations, and all related documentation, including system documentation, user manuals, and training materials, all descriptions, flow-charts and other work product used to design, plan, organize, and develop any of the foregoing, and including any and all forms in which any of the foregoing is embodied (whether in source code, object code, executable code or human readable form), (c) any and all technical information, trade secrets, formulas, prototypes, specifications, directions, instructions, test protocols, procedures and results, studies, analyses, raw material sources, data, manufacturing data, formulation or production technology, conceptions, ideas, innovations, discoveries, inventions, processes, methods, materials, machines, devices, formulae, equipment, enhancements, modifications, technological developments, techniques, systems, tools, designs, drawings, plans, software, documentation, data, programs and other knowledge, information, skills and materials controlled by RapidDeploy, (d) patents owned or licensed by, and patent applications filed by or on behalf of, RapidDeploy together with all patents that issue therefrom and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing and

(f) and any modifications, variations, derivative works and improvements of or relating to any of the foregoing.

7.   Data Security, Confidentiality and Personal Information.

RapidDeploy and Client will enter into a separate mutually acceptable agreement with respect to Data Security, Confidentiality and Personal Information prior to making the Service operational/live.

8.   Export Compliance.

Client shall not, directly or indirectly, export (including any "deemed export"), nor re-export (including any "deemed re-export") the Intellectual Property Rights (including any associated products, items, articles, computer software, media, services, technical data, and other information) in violation of any applicable laws.

9.   [RESERVED]

10.   Reference use:

Client agrees that RapidDeploy may use Client's and its member agencies name in connection with its marketing and advertising and may refer to Client's use of RapidDeploy's platform as reference in case histories, sales material, company's website and similar media.

11. Taxes.

Client will be responsible for any sales, use, excise, value-added or other tax that is assessed as applicable on the Service and deliverables provided by RapidDeploy. If Client requests RapidDeploy to challenge the imposition of any tax and a taxing authority's jurisdiction does not afford RapidDeploy the opportunity to participate on its own behalf, Client will reimburse RapidDeploy for the reasonable legal fees and expenses that it incurs.

12. Term; Termination.

The term of this Agreement shall commence on the date that it is executed by the undersigned parties ("Commencement Date") and shall continue for an initial period of thirty six (36) months (the "Initial Term"). The Agreement shall automatically renew for an additional twenty four (24) month period at the end of the Initial Term and each subsequent term. If either Party commits any breach of any obligation, condition or covenant contained in this Agreement, and does not rectify such breach within thirty (30) days from the receipt of a written notice to the other party, if such breach is curable, the non-breaching party may immediately terminate this Agreement by giving a written notice of termination to the breaching party.

13. Disclaimer:

RapidDeploy expressly disclaims all representations and warranties, whether written, oral, express, implied statutory or otherwise, concerning the validity, enforceability and scope of the Services, the accuracy, completeness, safety, usefulness for any purpose or, likelihood of success (commercial, regulatory or other) of the Services and related Intellectual Property at any time made available by RapidDeploy including all implied warranties of merchantability, quality, fitness for a particular purpose, non-infringement and warranties arising from a course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, RapidDeploy shall have no liability whatsoever to Client or any other person or entity for or on account of any injury, loss, or damage, of any kind or nature, sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed on Client or any other person or entity, arising out of or in connection with or resulting from (a) the use, sale, or import of the Services, or the use of the related Intellectual Property Rights; (b) the use of or any errors or omissions in any know- how, technical information, techniques, or practices disclosed by RapidDeploy; or (c) any advertising or other promotional activities concerning any of the foregoing.

14. Indemnification.

14.1 General Indemnity-RapidDeploy shall indemnify and hold Client and its Affiliates and its and their respective officers, directors, partners, principals, employees, agents, successors and permitted assignees harmless against damages arising out of third party claims resulting from bodily injury to or death of any person or loss of or damage to tangible real or tangible personal property, to the extent that such liability, loss, damage or expense was proximately caused by the negligent act or omission or the willful or intentional misconduct of RapidDeploy, its agents , employees or subcontractors , in connection with the provision or use of Services. Notwithstanding the foregoing, this indemnity obligation shall not be construed to abridge or otherwise undermine either party's partial immunity under state or Federal law as a 9-1-1 service provider.

14.2 Indemnity for Intellectual Property Infringement-RapidDeploy's Obligations.
RapidDeploy agrees at its expense to defend and either to settle any third-party claim against the Client, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to the Client under this Agreement infringes any patent, trademark , copyright or trade secret, but not where the claimed infringement solely arises out of or results from: (a) the Client's, its Affiliate's or a User's content; (b)

modifications to the Service by the Client, its Affiliate or a third party under the direction and control of the Client, or unapproved combinations of the Service with any non-AT&T services or products by the Client; (c) RapidDeploy's reasonable adherence to the Client's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement."

a.   Infringing Services. Whenever RapidDeploy is liable under Section 14.2 RapidDeploy may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

b.   Notice and Cooperation. The party seeking defense or settlement of a third - party claim under this Section will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the, written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section.

c.   RapidDeploy's obligations under Section 14.2 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

15.   Confidentiality.

Client will have access to and will become aware of confidential information and trade secrets including software, codes, data, files, business secrets, and business techniques (collectively, the "Confidential Information") not generally available to the public, and this Confidential Information has been developed and/or compiled by RapidDeploy at great expense and over a great amount of time. Client acknowledges that this Confidential Information gives RapidDeploy a competitive advantage over other businesses in its field of endeavor and that its business will be greatly and irreparably damaged by the unauthorized release or misuse of this Confidential Information. Therefore, as a material inducement for RapidDeploy to disclose Confidential Information to Client on the terms set forth herein, Client agrees that it will not, at any time, either disclose or divulge this Confidential Information to any third-party (other than its employees, consultants, agents or representatives on a need to know basis) or use this Confidential Information in any manner whatsoever, except as may be necessary in connection with the proper use of the Service or as otherwise required by law. Client shall be responsible for the breach of this Section 15 by any of its employees, consultants, agents or representatives.

16.   Law and Designation of Forum.

The laws of the Delaware (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.

17.   Waiver of Jury Trial.

Each party irrevocably and unconditionally waives any right it may have to a trial by jury for any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

18.   Force Majeure.

RapidDeploy will not be in breach of this Agreement for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the RapidDeploy's reasonable control. Unforseen circumstances includes acts of God, winds, fires, epidemics, landslides, floods, droughts, acts of public enemies, acts or orders of any kind of any governmental authority, insurrection, military action, war,

whether or not declared, sabotage, riots, civil disturbances, explosions or partial or entire failure of utilities that is not resulting from the fault or negligence of RapidDeploy.

19.   Assignment; Delegation.
Client may not assign any of its rights under this Agreement or delegate any performance under this agreement, except with the prior written consent of RapidDeploy. Any purported assignment of rights or delegation of performance in violation of this section is void.

20.   Recovery of Expenses.
In any adversarial proceedings between the parties arising out of this Agreement or the transactions it contemplates, the prevailing party will be entitled to recover from the other party, in addition to any other relief awarded, all expenses that the prevailing party incurs, including reasonable legal fees and expenses.

21.   Independent Contractors.
The relationship between RapidDeploy and Client is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

22.   No Third Party Beneficiaries.
This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

23.   Entire Agreement.
This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

24.   Amendments.
No amendment to this Agreement will be effective unless it is in writing and signed by both parties.

25.   Severability.
If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

26.   Effectiveness; Commencement Date.

This Agreement will become effective when both parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Commencement Date and date of this Agreement.

27.   Counterparts; Electronic Signatures.
This Agreement may be signed in one or more counterparts, which together will form a single agreement. This Agreement may be signed electronically.

Acceptance

On Behalf of [Client.Name]
Name: [Contact.Name]
Position: [Contact.position]
Date:

Signature:

On Behalf of RapidDeploy USA Inc.
Name: [Signer.Name]
Position: [Signer.position]
Date:

Signature:

Exhibit B – Statement of Work (SOW)

This document describes RapidDeploy's mutually agreed-upon solution and scope for the <CLIENT> (hereinafter referred to as "Client") for a Radius Tactical Mapping Implementation <INSERT CUSTOMER REQUEST HERE> as a supplement to the Software-as-a-Service Agreement ("Agreement").

1. **Introduction**

   The purpose of this SOW is to describe the cloud-based Software-as-a-Service (SaaS) to be delivered to client with regard to the replacement/installation of their 9-1-1 tactical mapping system and the characteristics of the associated services at a summary level.

   <INSERT ADDITIONAL INFO ABOUT SOLICITATION/BID PROCESS HERE>

   All products within RapidDeploy's SaaS public safety platform will be delivered leveraging Microsoft's Azure Government cloud and will be provisioned within RapidDeploy's Azure Government Tenant.

2. **Period of Performance (if applicable)**

   The period of performance for this SOW is from the date of mutual contract execution to the greater of the following:
   1.   NN years from date of contract execution

   Contract Extensions, Changes to the Period of Performance, and Change Orders/Amendments to the scope contained within this SOW are addressed in Fairfax County Contract 4400007825.

3. **Place of Performance and Language**

   The services for the Project will be provided primarily remotely. However, it is understood that on-site visits may be periodically required. Training sessions may be conducted on site, as specified in **Section 14 – Training**, below.

   All deliverables and system configuration will be completed in US English.

4. **Project Background**

   The Client seeks a cloud-based tactical mapping platform to facilitate timely dispatching of Fire/EMS/Police/Sheriff to emergency incidents through the usage of the Radius integration with call-taking systems and other external data sources.

   <INSERT ADDITIONAL BACKGROUND INFO AS NEEDED HERE>

5. **Current Client Environment**

   It is mutually understood that the Client is integrated with the <INSERT CALL TAKING/CPE PLATFORM AND VERSION HERE (CPE)> and RapidDeploy will need to integrate with NN CPE locations. It is mutually understood that Client has NN Call Taker and Dispatcher Workstations.

   Further information on third-party integrations are outlined in **Section 13 – Interfaces**, below.

1

6. Implementation Timeline

It is mutually understood that this project is planned to be completed in NN weeks from Contract Execution. Additional information on the discrete phases of work are outlined in **Section 7 – Project Activities,** below.

Any changes in scope, timelines, or pricing will be addressed via the Change Order Process as described in the Fairfax County Contract 4400007825.

7. Project Activities

The following Work Breakdown Structure (WBS) represents the high-level activities to be included in the Project and identifies who is responsible (RapidDeploy and Client) for that activity during the Project.

WBS #	Activity	RapidDeploy / Client
1	Project Initiation	
1.1	Project Kick-off	Shared
1.2	Product Feature and Integration Requirements Review	Shared
2	Client Data Sourcing	
2.1	Data Requests	RapidDeploy
2.2	Data Collection and Sharing	Client
2.3	Data Loading and Configuration	RapidDeploy
3	Solution Architecture Provisioning	RapidDeploy
4	Client Profile Build and Configuration	RapidDeploy
5	Client Profile Validation	Client
6	Feature and Integration Development (if required; incl. Sprint Testing)	RapidDeploy
7	System Testing	RapidDeploy
8	Client Training	
8.1	Admin and Super User Training (Train-the-Trainer)	RapidDeploy
8.2	End-user Training	Client
9	User Acceptance Testing (UAT)	Client
9	Go-Live	RapidDeploy
10	Ongoing Support and Account Management	RapidDeploy

8. Included Products

The following RapidDeploy products are included in scope for the Project:

- Radius Tactical Mapping Application
- Radius Plus Enhanced Tactical Mapping

9. Features List – Radius
The table below defines the features and functions, including interfaces, that are in scope for the project, by phase (if applicable). Items that are not included in the list below are considered out of scope for the project.

Feature Category	Function	Phase 1 (if applicable)	Phase 2
	Communication Center / PSAP Relocation		
	Administrative Configuration Access		

Feature Category	Function	Phase 1 (if applicable)	Phase 2
Business Function: System Administration	GIS Services Configuration		
	System Auditing and Logging		
	User Security & Permission Groups		
	Configurable System Terminology and Tenant-Specific Data Elements		
9-1-1 Call Handling	Call Display on the Map		
	Display and Record Multimedia Received During a 9-1-1 Call		
	Location Verification		
	Premises Hazards and Previous History		
	Retrieve Incoming Calls		
Dispatch Innovation Features	Support a RapidLocate Feature for 9-1-1 Caller Location Determination		
Tactical System Map	System Mapping		
System Functions	Date/Time Stamps		
	Remote Access		
	Single Sign-on for system and any sub-systems		
GIS and Esri Integration	Esri GIS Mapping and Map Services Integration		
	GIS Integration		

10. Features List – Radius Plus

The table below defines the features and functions, including interfaces, that are in scope for the project, by phase (if applicable). Items that are not included in the list below are considered out of scope for the project.

Feature Category	Function	Phase 1 (if applicable)	Phase 2
Dispatch Innovation Features	SMS Handling Between Dispatcher and Caller with Real-Time Language Translation and Sentiment Analysis		
	Support a RapidVideo Feature for Real-time Two-Way Video Calls with 9-1-1 Callers		

11. Testing

The scope of testing is defined as follows:
  i)   Testing Phases
  ii) Defect Severity Definition
  iii) Entry/Exit Criteria

RapidDeploy implements software using an agile development approach, testing will be conducted at the conclusion of each sprint. The Sprint Testing phase exercises new features and functions delivered in each sprint and/or bug fixes. It consists of function and feature level regression testing of the platform and unit testing of interfaces and reports, as applicable. Note that this phase of testing is performed on an on-going basis throughout our Agile product development process. The results of this testing are not formally delivered to customers.

a)   **Testing Phases**

The Testing Phases for this Project are defined as follows:
- System Testing
- User Acceptance Testing (UAT)
- Security/Penetration Testing (AS NEEDED BASED ON CLIENT REQUIREMENTS)

The following table outlines the description and defines who will own what phase of testing

Testing Phase	Description	Owner	Exit Criteria
System Testing	This phase of testing will be commenced prior to production deployment once all development features and functions have been delivered based on mutually agreed upon production scope. This phase will comprise end-to-end scenario-based testing of in-scope Client production feature and function requirements, including integration and reporting requirements. Test scenarios and test results will be formally documented and delivered to Client according to the dates to be defined in the project schedule.	RapidDeploy	No Priority 1 Defects
UAT	This phase will be commenced upon successful conclusion of the System Testing phase. This will be a client-led activity to test system features, configurations, and integrations to validate and confirm readiness for production go-live. Client will be responsible for creation of UAT test scenarios and documentation of test results.	Client	No Priority 1 Defects
Security/Penetration Testing	Completed in parallel with System Testing, this phase of testing comprises any client specific security requirements not already covered by RapidDeploy's standard SLA.	RapidDeploy and Client	No Priority 1 Defects

b) Defect Severity Definition

RapidDeploy incident severity is defined in our standard Service Level Agreement available in **Exhibit C – Service Level Agreement**.

c) Exit Criteria

It is understood that defects will be uncovered during testing and it is not required that 100% of identified defects be resolved in a given phase of testing to move to subsequent project or testing phases. As mutually agreed between Client and RapidDeploy, each phase of testing will have defined exit criteria to facilitate timely delivery of the project.

12. GIS

The purpose of this section is to provide proper guidance to the agency as it provides Esri GIS content and data in a consumable format for the RapidDeploy Radius tactical mapping system. The GIS data provided by the agency should follow the NENA Standard for NG9-1-1 GIS Data Model (NENA-STA-006.1-2018) and for GIS

datasets used for functional purposes beyond visual map display, NENA Globally Unique IDs (NGUIDs) are REQUIRED for all GIS features.

Leveraging industry-standard Esri technology, Radius integrates directly with enterprise Esri GIS servers to obtain and utilize GIS directly. To facilitate this, the Client is required to provide Esri ArcGIS Enterprise or ArcGIS Online map, feature, and geocode services, exposed as REST service endpoints, to consume the agency's enterprise GIS data. In this way, Radius can directly connect to the Esri services hosted by the agency for map display, address validation, location search, and other operational purposes.

There are several key GIS datasets and resources that are necessary for implementation:

12.1. Geocode Services

Radius supports the ability to conduct address validation, forward geocoding, and reverse geocoding, against publicly available content such as Google, TomTom and What3Words. In addition, the platform can be configured to leverage the authoritative Esri address locators and geocode services provided by the Client. Address locators may be built upon site/structure address points, road centerlines, parcels, points of interest (also known as landmarks or commonplace names), or a combination of some or all sources in a composite address locator.

The agency's address locators must be published as geocode services to ArcGIS Enterprise and exposed as REST service endpoints that Radius can consume. The agency will need to identify the type of address locator(s) to create, configure their matching and scoring behavior, and provide documented metadata attributes for the address locator(s) to RapidDeploy to aid in Radius platform implementation and training. RapidDeploy will determine the suitability of Geocode services for address validation and search purposes. If the Geocode services are not suitable for initial project go-live, commercial Geocoding solutions (either Google or TomTom) will be utilized.

12.2. Tactical Map Layers

Radius delivers the ability to display additional map layers and map content that support situational and operational awareness via the Tactical Map. Similar to consuming layers of data for response areas, Radius provides the ability to connect to ArcGIS Enterprise and ArcGIS Online map and feature services and consume map layers for display by system users.

Examples of tactical map layers may include Hydrants, CCTV Cameras, Parcels, Businesses, and other informational and tactical decision-making geospatial content.

RapidDeploy will configure connectivity to customer-provided Esri ArcGIS Enterprise or ArcGIS Online REST services for up to ten map layers as part of the implementation. As part of the project, these layers will need to be pre-defined by the agency and each layer must be exposed as ArcGIS Enterprise or ArcGIS Online REST map or feature service endpoints. System administrators will be provided with training and instructions on how to add additional feature layers at their discretion. RapidDeploy does not consider this to be a dependency for proceeding with implementation activities.

13. Interfaces

a) Generally, RapidDeploy does not charge our customers one-time implementation charges for interfaces on the presumption that these will be delivered in a standardized and configurable manner and available to all RapidDeploy customers. Of the NN interfaces identified, RD has determined that NN of these can be delivered as platform integrations and will be configured during the implementation and are included in our SaaS pricing.

b) Of the remaining NN interfaces identified as custom or deemed bespoke interfaces to the Client, we have provided costs to build these out as standalone integrations for Client to meet current requirements in the cost proposal. It is also understood that RapidDeploy may make these integrations available as Platform integrations if deemed later to provide benefits to other customers.

c) It is mutually understood that Client may need to provision separately with existing third-party providers for accessing and activating direct connection from RapidDeploy's platform to third-party paid-for services. Client will provide those credentials to RapidDeploy to connect and integrate with such services.

The following table represents the mutually agreed upon custom interfaces for the Project:

Interface Name	Phase 1 (if applicable)	Phase 2	Platform /Custom *
Standard Integration with RapidSOS			Platform
Additional Data Integration with RapidSOS			Platform
E9-1-1 Interface/NG9-1-1 Interface			Platform
SMS / Text Messaging			Platform
2-Factor Authentication			Platform
Addresses / Search			Platform
Base Maps / Layers			Platform
Weather			Platform
Location Coordinates			Platform

*Interfaces identified as platform integrations will be delivered and configured as part of the the SaaS subscription pricing. Custom Interfaces will be priced separately and be addressed in **Exhibit D – Pricing**.

14. Training

RapidDeploy's best-practice is to deliver training on our platform leveraging a Train-the-Trainer (TTT) model with end-user training being driven by our clients.

Training activities for the Project are defined as follows:

1. **Training Approach and Plan**
   During the Project Discovery and Design phase, RapidDeploy will work with the Client to define scope of training needs based on mutually agreed in-scope functional and technical requirements. The Training Approach and Plan will outline the scope for each training phase, consisting of schedules for training, target audience, delivery method(s), training material descriptions, and ongoing training needs.

2. **Train-The-Trainer: Super-Users**
   RapidDeploy will deliver N sessions of Train-the-Trainer (TTT) via live webinar. The primary audience for these training webinars will be PSAP training staff and/or superusers that will then be able to train PSAP end-users as part of the Train-the-Trainer model.

3. **System Administration Training**
   RapidDeploy will deliver N sessions of System Administrator Training via live webinar.

In-depth training videos and training guides will also be made available to all PSAP end-users via the Support Portal within the RapidDeploy application.

6

15. Security (If Applicable)

<INSERT ANY CLIENT SPECIFIC SECURITY REQUIREMENTS HERE>

16. Hardware Requirements
a) PSAP Contact Center Computer Requirements
  i) Operating System: Windows 10 with latest security and windows updates and patches
  ii) Web Browser: HTML5 Google Chrome (latest version)
  iii) Monitors
    (1) Screen Size: 21 Inches (23/24 inches Preferred)
    (2) Screen Resolution: 1080p (Full HD)
    (3) Screen aspect ratio: 16:9
    (4) Minimum Monitors: 1 (at least 2 preferred)
  iv) Hardware:
    (1) Processor: i3 (i5 processor preferred)
    (2) RAM: 4GB (8GB preferred)
    (3) Hard drive: 128GB (Solid State Drives preferred)
    (4) Graphics card: support for two monitors or more
  v) Connectivity:
    (1) Physical connection to Local Area Network is recommended
    (2) 1.5 mbps per workstation is recommend with a minimum of 5 mbps per PSAP

17. Assumptions and Constraints

The main purpose of this section is to detail the assumptions and any scope exclusions for this SOW.

a) **Software Assumptions**
  i) Esri GIS Mapping Services will be provided by Client or other third-party as designated by Client. It is assumed that Client or Third-Party will provide consumable Feature Services, Map Services and Composite Geocoders in a standard Esri format for consumption.
b) **Hardware/Infrastructure Assumptions**
  i) RapidDeploy will deploy the solution into and host in their own Azure Government Cloud environment.
  ii) A RapidDeploy-approved web-browser is required to access the RapidDeploy platform.
  iii) RapidDeploy usage requires multiple firewall whitelisting rule adjustments to support core platform operations. List to be supplied by RapidDeploy and will be maintained by Client.
  iv) It is mutually understood that connectivity for the EDG device will be provided by the prime contractor or third-party and is out of scope for RapidDeploy.
c) **Integration Assumptions**
  i) It is mutually understood that EDG device installation will be provided by the prime contractor or third-party and is out of scope for RapidDeploy.
  ii) It is mutually understood that commercially available call-handling platforms deployed as a host/remote configuration will provide network-based (via Span Port or similar) integration at the host to provide ANI/ALI E9-1-1 Integration.
  iii) It is mutually understood that the following third-party integrations will utilize the one-way outbound RapidDeploy Subscriber service via direct API call and that there will be no query component from Mobile App or MDC to the associated RMS applications.
    (1) Integration 1
    (2) Integration N
  iv) It is mutually understood that the following third-party integrations will utilize RapidDeploy provided API to initiate Call for Service:

7

(1) Integration 1
(2) Integration N

v) It is mutually understood that coordination with Third-Parties and adherence to project schedules for Third-Party integrations is the responsibility of the Client for the following integrations:

(1) Integration 1
(2) Integration N

Exhibit B – Statement of Work (SOW)

This document describes RapidDeploy's mutually agreed-upon solution and scope for the <CLIENT> (hereinafter referred to as "Client") for an <INSERT INCLUDED PRODUCTS/CUSTOMER REQUEST HERE> as a supplement to the Software-as-a-Service Agreement ("Agreement").

1. Introduction

The purpose of this SOW is to describe the cloud-based Software-as-a-Service (SaaS) to be delivered to client with regard to the installation of their analytics and business intelligence platform (BI) system and the characteristics of the associated services at a summary level.

<INSERT ADDITIONAL INFO ABOUT SOLICITATION/BID PROCESS HERE>

All products within RapidDeploy's SaaS public safety platform will be delivered leveraging Microsoft's Azure Government cloud and Microsoft's PowerBI platform.

2. Period of Performance (if applicable)

The period of performance for this SOW is from the date of mutual contract execution to the greater of the following:

1.   NN years from date of contract execution

Contract Extensions, Changes to the Period of Performance, and Change Orders/Amendments to the scope contained within this SOW are addressed in Fairfax County Contract 4400007825.

3. Place of Performance and Language

The services for the Project will be provided primarily remotely. However, it is understood that on-site visits may be periodically required. Training sessions may be conducted on site, as specified in **Section 13 – Training**, below.

All deliverables and system configuration will be completed in US English.

4. Project Background

The Client seeks a cloud-based analytics and business intelligence platform to facilitate and provide insights into PSAP performance, timely dispatching of Fire/EMS/Police/Sheriff to emergency incidents, including incident tracking, workflows, integration with call-taking systems and other records/external data sources.

<INSERT ADDITIONAL BACKGROUND INFO AS NEEDED HERE>

5. Current Client Environment

It is mutually understood that the Client is integrated with the <INSERT CALL TAKING/CPE PLATFORM AND VERSION HERE (CPE)> and RapidDeploy will need to integrate with NN of CPE locations. It is mutually understood that Client has NN total Call Taker and Dispatcher Workstations.

Further information on third-party integrations are outlined in **Section 11 – Interfaces**, below.

6. Implementation Timeline

It is mutually understood that this project is planned to be completed in <u>NN</u> weeks from Contract Execution. Additional information on the discrete phases of work are outlined in **Section 7 – Project Activities,** below.

Any changes in scope, timelines, or pricing will be addressed via the Change Order Process as described in the Fairfax County Contract 4400007825.

7. Project Activities

The following Work Breakdown Structure (WBS) represents the high-level activities to be included in the Project and identifies who is responsible (RapidDeploy and Client) for that activity during the Project.

WBS #	Activity	RapidDeploy / Client
1	Project Initiation	
1.1	Project Kick-off	Shared
1.2	Project Scope Review and Acceptance (if needed)	Shared
1.3	Client Data Sourcing	Shared
2	Infrastructure Provisioning	
2.1	EDG Device Provisioning and Installation	Shared
2.2	Backend Provisioning	RapidDeploy
3	Environment Provisioning	RapidDeploy
4	Data Validation and Development	RapidDeploy
5	Report Development	
5.1	Platform Report Configuration	RapidDeploy
5.2	Customer Requested Reports Development (if applicable)	RapidDeploy
6	Training	
6.1	Train-the-Trainer Sessions	RapidDeploy
6.2	System Admin Training	RapidDeploy
6.3	End-User Training	Client
7	Testing	
7.1	Infrastructure and Report Testing (on-going)	RapidDeploy
7.2	User Acceptance Testing	Client
8	Ongoing Support	RapidDeploy

8. Included Products

The following RapidDeploy products are included in scope for the Project:

- Eclipse Analytics

9. Features List – Eclipse

Functional Group	Feature Name	Feature Type	Description	Required Attributes	Phase

Performance Metrics	Call Taker Answer Time Statistics Report	Report with Visualizations	A report that shows the volume and ring time performance of individual call takers. It includes a pareto of volume of answer call by call taker, a pareto of answered call volume by position, average answer time in seconds, % of calls that were answered in 30 seconds or less	For each call: call type (outbound, 911, admin), text flag, trunk, PSAP, answering agent, answering position, call start timestamp and call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time).	
Performance Metrics	Call Center Statistics Report	Report with Visualizations	A report that shows the overall performance of a PSAP against the answer time goal of 30 seconds or less. It contains the following elements: Distribution of calls answered by ring time, Distribution of abandoned calls by ring time. Compliance to 30 second answer time goal.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, call start timestamp and call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call abandoned timestamp (or abandoned call flag).	
Call Detail	Call Detail Search Application	Tabular/Detailed Record	A report that shows the details of individual calls including general call attributes (I.e. call info, caller info, call statistics), Full Location history of WPH1, WPH2 and device location, Full Call Event History, and Text to 9-1-1 transcripts.	For each call: call type (outbound, 911, admin), text flag, Trunk, DNIS, PSAP, answering agent, answering position, call timestamp, call start timestamp and call answer timestamp (or answer time), call arrived at PSAP timestamp (or ring time), call end time (or call processing time), call abandoned timestamp (or abandoned call flag) ALI wireless location data (lat, long, Class of service, uncertainty, confidence, etc.), text to 9-1-1 data (text, direction, timestamp).	
Performance Metrics	Call Volume and Statistics by Call Taker Reports	Report with Visualizations	A report that shows the number of calls answered by individual call takers and the distribution of calls by time group (year, month of the year, day of the month, day of the week, hour of the day).	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, call timestamp, call start timestamp and call answer timestamp (answer time).	
Performance Metrics	Call Volume and Statistics by Range of Time	Report with Visualizations	A report that shows the answer time, process time, talk time performance, distribution of calls by answer time and volume distribution over time groups.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call timestamp, call start timestamp and call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call end time (or call processing time), call abandoned timestamp (or abandoned call flag).	
Transfer Insights	Call Transfer Volume	Report with Visualizations	A report that shows the overall transfer volume and the distribution of transfers by transferring PSAP and target PSAP.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call timestamp, call start timestamp and call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), transfer timestamp (or transfer flag), transfer target (or transfer target call history).	

Call Volume	Call Volume - Peak Times	Tabular Report	A report showing the busiest hour for each calendar month.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call timestamp, call start timestamp, call start timestamp and call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call abandoned timestamp (or abandoned call flag).	
Call Volume	Call Volume by Class of Service	Report with Visualizations	A report showing a breakdown of call volume by class of service and a breakdown of calls by call origination type and disposition.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call start timestamp, class of service, call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call abandoned timestamp (or abandoned call flag).	
Call Volume	Call Volume and Statistics by ESN	Report with Visualizations	A report showing a breakdown of call volume by ESN and a breakdown of calls by disposition.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call start timestamp, ESN, call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call abandoned timestamp (or abandoned call flag).	
Call Volume	Call Volume by Position	Report with Visualizations	A report showing a breakdown of call volume by Position and a breakdown of calls by disposition.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call start timestamp, ESN, call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call abandoned timestamp (or abandoned call flag).	
Call Volume	Call Volume by PSAP	Report with Visualizations	A report showing a breakdown of call volume by PSAP and a breakdown of calls by disposition and origination type.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call start timestamp, ESN, call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call abandoned timestamp (or abandoned call flag).	
Call Volume	Call Volume by Trunk	Report with Visualizations	A report showing a breakdown of call volume by trunk and a breakdown of calls by disposition and origination type.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call start timestamp, Trunk, call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call abandoned timestamp (or abandoned call flag).	
Location Quality Metrics	Class of Service	Report with Visualizations	A breakdown of wireless location data sources (WPH1, WPH2, and device location*) showing how	For each call: ALI wireless location data (lat, long, Class of service,	

Location Quality Metrics			often they are available (at first fix and throughout a call), which is one is the most accurate when multiple sources are available within a call and the average uncertainty.	uncertainty, confidence, etc.) and device location data.	
Location Quality Metrics	Location Accuracy	Report with Visualizations	A comparison of uncertainty of WPH2 and wireless device location.	For each call: ALI wireless location data (lat, long, Class of service, uncertainty, confidence, etc.) and device location data.	
Location Quality Metrics	Location Speed	Report with Visualizations	A comparison of when location updates are made available after call start by WPH2 and wireless device location.	For each call: ALI wireless location data (lat, long, Class of service, uncertainty, confidence, etc.) and device location data.	
Call Volume	Text Message Volume	Report with Visualizations	A report showing the text to 9-1-1 call volume by PSAP and showing break downs by date group and message type.	For each call: call type (outbound, 911, admin), text flag, answering agent, answering position, call timestamp, call start timestamp and call answer timestamp (or answer time), call arrived at PSAP timestamp (or ring time), call end time (or call processing time), call abandoned timestamp (or abandoned call flag) text to 9-1-1 data (text, direction, timestamp).	
Call Volume	Trunk Group Statistics by Hour	Report with Visualizations	A report showing a breakdown of call volume by trunk and a breakdown of calls by disposition, origination type and hour of the day.	For each call: call type (outbound, 911, admin), text flag, PSAP, answering agent, answering position, call start timestamp, Trunk, call answer timestamp (or ring time), call arrived at PSAP timestamp (or answer time), call abandoned timestamp (or abandoned call flag).	

* Features might not be available to all customer or customer locations. CPE/CHE deployment types and whether RapidDeploy can reliably and consistently get data will affect the availability of any feature at one or all customer locations. <u>All required attributes must be provided by the CDR or ECDR feed in order to deliver the specific report.</u>
+ There might be slight variations depending on deployment and Customer CPE/CHE.

10. Testing

The scope of testing is defined as follows:
  i)   Testing Phases
  ii) Defect Severity Definition
  iii) Entry/Exit Criteria

RapidDeploy implements software using an agile development approach, testing will be conducted at the conclusion of each sprint. The Sprint Testing phase exercises new features and functions delivered in each sprint and/or bug fixes. It consists of function and feature level regression testing of the platform and unit testing of interfaces and reports, as applicable. Note that this phase of testing is performed on an on-going basis throughout our Agile product development process. The results of this testing are not formally delivered to customers.

a)   Testing Phases

The Testing Phases for this Project are defined as follows:

- Infrastructure and Report Testing
- User Acceptance Testing (UAT)

The following table outlines the description and defines who will own what phase of testing

Testing Phase	Description	Owner	Exit Criteria
Infrastructure and Report Testing	Throughout infrastructure and report development activities, RapidDeploy will conduct testing activities to validate readiness. The results of this testing are not formally documented or shared with Client.	RapidDeploy	N/A
UAT	This phase will be commenced upon initial delivery of the in-scope reports to the customer. This will be a client-led activity to test the reports. Client will be responsible for creation of UAT test scenarios and documentation of test results. Client will share detailed test results with RapidDeploy and the appropriate stakeholders for both Client and RapidDeploy will work through addressing the identified issues and any re-testing that is required.	Client	No Priority 1 Defects

b) **Defect Severity Definition**

RapidDeploy incident severity is defined in our standard Service Level Agreement available in **Exhibit C – Service Level Agreement**.

c) **Exit Criteria**

It is understood that defects will be uncovered during testing and it is not required that 100% of identified defects be resolved in a given phase of testing to move to subsequent project or testing phases. As mutually agreed between Client and RapidDeploy, each phase of testing will have defined exit criteria to facilitate timely delivery of the project.

11. **Interfaces**

a) Generally, RapidDeploy does not charge our customers one-time implementation charges for interfaces on the presumption that these will be delivered in a standardized and configurable manner and available to all RapidDeploy customers. Of the NN interfaces identified, RD has determined that <u>NN</u> of these can be delivered as platform integrations and will be configured during the implementation and are included in our SaaS pricing.

b) Of the remaining <u>NN</u> interfaces identified as custom or deemed bespoke interfaces to the Client, we have provided costs to build these out as standalone integrations for <CLIENT> to meet current requirements in the cost proposal. It is also understood that RapidDeploy may make these integrations available as Platform integrations if deemed later to provide benefits to other customers.

c) It is mutually understood that Client may need to provision separately with existing third-party providers for accessing and activating direct connection from RapidDeploy's platform to third-party paid-for services. Client will provide those credentials to RapidDeploy to connect and integrate with such services.

The following table represents the mutually agreed upon custom interfaces for the Project:

Interface Name	Phase 1 (if applicable)	Phase 2	Platform /Custom *
Spill: ANI/ALI NENA 04-001			Platform
CDR Printer Interface			Platform
Enhanced CDR (VESTA, VIPER)			Platform
i3 Logging (NENA v1 and v2, Solacom)			Platform

*Interfaces identified as platform integrations will be delivered and configured as part of the SaaS subscription pricing. Custom Interfaces will be priced separately and be addressed in **Exhibit D – Pricing.**

12. New/Custom Reports

The following table represents the mutually-agreed upon reports for the Project:

Report Group	Description	Phase 1 (if applicable)	Future (TBD)	Platform /Custom *
Call Reports	Call specific information, including metrics on Class of Service, PSAP, ESN, Line, and Trunk which are aggregated and analyzed based on agency specific operational requirements, and measurements to provide operational value to supervisors and administrators			Platform
Call Taker Reports	Call Taker reports contain the following metrics about individual call takers: Talk Time, Hold Time, Log On, Log Off, Ring Group, and Shift, as applicable depending on the size of the PSAP			Platform
Call Center Reports	Call Center reports contain metrics about aggregated call taker metrics: Talk Time, Hold Time, Log On, Log Off, Ring Group, and Shift as applicable depending on the size of the PSAP			Platform
Incident Reports	Include specific information about dispatchers, efficiency with dispatch times, status changes, response times, and response efficiency metrics. Additionally, if integration exists, there would be additional information about the responders and the response which is aggregated into an end-to-end view of an incident as well as aggregation reports and trend-analyses			Platform

*Reports identified as Platform will be delivered and configured included in the SaaS subscription. Custom Interfaces will be priced separately and be addressed in **Exhibit D – Pricing.**

13. Training

RapidDeploy's best-practice is to deliver training on our platform leveraging a Train-the-Trainer (TTT) model with end-user training being driven by our clients.

Training activities for the Project are defined as follows:

1. **Training Approach and Plan**
   During the Project Initiation phase, RapidDeploy will work with the Client to define scope of training needs based on mutually agreed in-scope requirements. The Training Approach and Plan will outline the scope for each training phase, consisting of schedules for training, target audience, delivery method(s), training material descriptions, and ongoing training needs.

2. **Train-The-Trainer: Super-Users**
   RapidDeploy will deliver N sessions of Train-the-Trainer (TTT) at the following locations:

   1. <INSERT CLIENT LOCATION HERE>

3. **Dataset Access System Administration Training (if applicable)**
   RapidDeploy will deliver N sessions of System Administrator Training at the following locations:
   1. <INSERT CLIENT LOCATION HERE>

14. Security

It is mutually understood that the Eclipse Analytics platform will be initially provisioned for access for NN end-users and N administrative users.

15. Hardware Requirements
   a) PSAP Contact Center Computer Requirements
      i) Operating System: Windows 7/8/10 or OS X 10.10: Yosemite
      ii) Web Browser: HTML5 Google Chrome (latest version)
      iii) Monitors
         (1) Screen Size: 21 Inches (23/24 inches Preferred)
         (2) Screen Resolution: 1080p (Full HD)
         (3) Screen aspect ratio: 16:9
         (4) Minimum Monitors: 1
      iv) Hardware:
         (1) Processor: i3 (i5 processor preferred)
         (2) RAM: 4GB (8GB preferred)
         (3) Hard drive: 128GB (Solid State Drives preferred)
         (4) Graphics card: support for two monitors or more
      v) Connectivity:
         (1) Physical connection to Local Area Network is recommended
         (2) 1.5 mbps per workstation is recommended with a minimum of 5 mbps per PSAP

16. Assumptions and Constraints

The main purpose of this section is to detail the assumptions and any scope exclusions for this SOW.

a) **Software Assumptions**
   i) In order to deliver functional features, RapidDeploy is able to reliably and consistently get data.
   ii) All required attributes listed in section 9 must be provided by the CDR or ECDR feed in order to deliver a specific report.

b) **Hardware/Infrastructure Assumptions**
   i)   RapidDeploy will deploy the solution into and host in their own Azure Government Cloud environment.
   ii) It is mutually understood that PII, HIPAA and CJIS data will not be stored within Eclipse Analytics platform.
   iii) It is mutually understood that connectivity for the EDG device will be provided by the prime contractor or third-party and is out of scope for RapidDeploy.

c) **Integration Assumptions**
   i) It is mutually understood that EDG device installation will be provided by the prime contractor or third-party and is out of scope for RapidDeploy.
   ii) It is mutually understood that commercially available call-handling platforms deployed as a host/remote configuration will provide network-based (via Span Port or similar) integration at the host to provide ANI/ALI E9-1-1 and CDR Integration.

Glossary of Terms:

Abandoned Call	Per NENA: "A call placed to 9-1-1 in which the caller disconnects before the call can be answered by the PSAP call taker."
Address	The location of the caller, as is associated with the ALI Spill Location. *For RD purposes, same as Location.*
Agent (Call Taker)	Per NENA: "Person employed by a PSAP and/or an EMD Service Provider qualified to answer incoming emergency telephone calls and/or provides for the appropriate emergency response either directly or through communication with appropriate PSAP."
Agent State	The breakdown on whether an agent is available to take a call. *For RD purposes, includes 'Ready' and 'On Call'.*
ALI	(Automatic Location Identification) Per NENA: "The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone number and supplementary emergency services information of the location from which a call originates."
ALI Retransmit	When a Call Taker receives an incomplete ALI spill, they may manually request the ALI information to be sent again.
ANI (Phone Number)	(Automatic Number Identification); Per NENA: "Telephone number associated with the access line from which a call originates."
Call Center (PSAP)	Per NENA: "An entity responsible for receiving 9-1-1 calls and processing those calls according to a specific policy.
Call Identifier	As by the i3 spec, the first element in the first ESInet which handles a call assigns the Call Identifier. The form of a Call Identifier is a URI consisting of the string "_CI_", a unique string, the "@" character, and the domain name of the element that first handled the call. For example: "_CI_a56e556d871@esrp.state.pa.us". The unique string must be unique for each call the element handles over time. The length of the unique string must be between 10 and 30 characters.
Call Taker (Agent)	Per NENA: "Person employed by a PSAP and/or an EMD Service Provider qualified to answer incoming emergency telephone calls and/or provides for the appropriate emergency response either directly or through communication with appropriate PSAP."
Call Taker Answer Time	The time it took, upon routing to the PSAP, for a call taker to answer the call.

Call Taker Answer Time Breakdown	The breakdown of time (ss.SSS) for Call Taker Answer Time: • 0 - 10s • 10.001 - 20s • 20.001 - 30s • 30.001 - 40s • 40.001+s
Call Type	Designates the type of call the call treatment that will be applied to the call. The following values exist: • E911: Legacy call received from a CO or a VoIP provider. • SR911: Legacy call received from a selective router capable of performing Selective and/or Fixed transfers. • NG911: A location routing query (LoST) will be performed on the call. • Tandem: None emergency call being tandem. • AdminEmergency: The call will ring as an admin call but the all of the 911 functions except i3 transfer queries are available. • Admin: Administrative call treatment is applied. *For RD purposes, we will focus on differentiation from SR911/E911/NG911 as '911' or Admin as 'Admin'.*
Caller Name	A name associated to the calling device.
Caller Ring Time	The time it took, as experienced by the caller, from the moment they dial 911 until the moment the call is answered or the abandoned.
Caller Ring Time Breakdown	The breakdown of time (ss.SSS) for Caller Ring Time: • 0 - 10s • 10.001 - 20s • 20.001 - 30s • 30.001 - 40s • 40.001+s
Class of Service	Per NENA: "A designation in E9-1-1 that defines the service category of the telephony service. A few examples are residential, business, Centrex, coin, PBX, VoIP and Wireless Phase II (WPH2)."
Company	The provider of the telephony service.
Connected Time	The time associated with an Answer event after a successful Transfer event.
Direction	The classification as to whether a call is incoming or outgoing.
Disposition	The classification as to whether a call was Answered or Abandoned.
Elapsed Time	The duration of time from the initiation of the Call Transfer until it was answered by a Call Taker.

End Time	The time in which either the caller disconnects and the system ends the call, or the system ends the call at the last End Call event.
ESN	(Emergency Service Number) Per NENA: "A 3-5-digit number that represents one or more ESZs."
ESZ	(Emergency Service Zone) Per NENA: "A geographical area that represents a unique combination of emergency service agencies (e.g. Law Enforcement, Fire, and Emergency Medical Services) that is within a specified 9-1-1 governing authority's jurisdiction."
Hold Time	The duration of time when an individual call taker places a call on hold.
Hold Time Breakdown	The breakdown of time (ss.SSS) for Hold Time: • 0 - 10s • 10.001 - 20s • 20.001 - 30s • 30.001 - 40s • 40.001+s
Inbound Call	A direction denoting a call coming into the PSAP.
Incident Identifier	The form of an Incident Tracking Identifier is a URI consisting of the string "_II_", a unique string, the "@" character, and the domain name of the entity that first declared the incident. For example: "_II_a564w443112z@esrp.state.pa.us". The unique string must be unique for each Incident the element handles over time.
Location	Information regarding where the caller is. For wireless calls, the location provided is typically the address and sector of the tower. For wireline and VoIP calls, the location provided is typically a civic address that was registered with the service provider.
Login	The action whereby a call taker signs into their system.
Log Off	The action whereby a call taker signs off their system.
Log On Time	The duration of time from when a call taker logs in and when they log off.
On Call	An agent state whereby a call taker is logged in and currently on a call.
Origination Type	The type of technology used by the caller. *For RD purposes, Wireless, Wireline, or VoIP.*
Outgoing Call (Outbound Call)	A call that originated in the PSAP. Could be a 9-1-1 callback or an admin call.
PSAP (Call Center)	Per NENA: "An entity responsible for receiving 9-1-1 calls and processing those calls according to a specific policy.

12

PSAP Process Time (Prev. Processing Time)	The duration of time from the initiation of the Start Call event until its corresponding End Call event.
PSAP Process Time Breakdown	The breakdown of time (ss.SSS) for PSAP Process Time: • 0 - 30s • 30.001 - 60s • 60.001 - 180s • 180.001 - 300s • 300.001+s
Ready	An agent state whereby a call taker is logged in and available to take a call.
Session	The period (i.e. Login to Logoff) that an individual call taker is logged into the system, regardless of Agent State.
Start Time	The initiation time of the call, or, when the call began. *Note: May not be coincident with Start Call event.*
Talk Time	The duration of time from when a call taker answers a call until they disconnect or transfer the call. *Note: Does not include Hold Time.*
Talk Time Breakdown	The breakdown of time (ss.SSS) for Talk Time: • 0 - 10s • 10.001 - 20s • 20.001 - 30s • 30.001 - 40s • 40.001+s
Text Type	Text, or messages, can occur through one of three different modalities: • TDD (Telecommunications Device for the Deaf) • TTY (Teletypewriter) • SMS (Wireless text messaging)
Total Abandoned Calls	A count of all abandoned calls for a specified period.
Total Answered Calls	The number of calls that are not abandoned.
Total Calls	A count of all calls, from the onset of the call until disconnection, for a given period. This is inclusive of incoming and outgoing calls, abandoned and answered, 9-1-1 and Admin calls, as well as voice (i.e. wireless, wireline, and VoIP) calls and text (i.e. SMS, TDD, TTY) calls. *Note: The number of Start Call or End Call events for a single unique Call Identifier do not constitute an additional call. The first Start Call to the final End Call event is considered one call.*
Total Call Taker Answer Events	The number of times a call taker/agent answers the call. A count of all Call Taker Answer events (e.g. Call Answer events where Agent is NOT null) for a specified period.
Total Hold Call Events	The count of all Hold Call events for a specified period.

13

Total Retransmit Events	The count of all ALI Retransmit events.
Total Session Count	The count of all Sessions for a specified period.
Total Transfer Events	The count of all Transfer Events for a specified period.
Total Text Events	The count of all Text conversations over a specified period. *Note: This is not a count of individual Message Events but counts all messages that were sent by and received by a Call Taker for a given Call Identifier as one.*
Transfer	Per NENA: "A feature which allows the PSAP Telecommunicator to redirect a 9-1-1 call to another location."
Transfer Target	The intended recipient (PSAP) of a Call Transfer.
Transfer Time	When a Call Transfer is initiated.
Transferring Call Taker	The Call Taker that initiated the Call Transfer
Transferring PSAP	The PSAP where the Transferring Call Taker is logged on.
Trunk	Per NENA: "Typically, a communication path between central office switches, or between the 9-1-1 Control Office and the PSAP."
Trunk Group	Per NENA: "One or more trunks terminated at the same two points." For RD purposes, trunk groups are '911', 'Admin', and 'Admin outbound'.
VoIP	(Voice over IP) An origination type. Includes some of the below classes of service: • VOIP (VoIP) • VBUS (VoIP Business) • VMOB (VoIP Mobile)
Wireless	An origination type. Includes some of the following classes of service: • W911 (Wireless Phase 1) • WPH1 (Wireless Phase 1) • WPH2 (Wireless Phase 2) • WRLS (Wireless Phase 1)
Wireline	An origination type. Includes some of the below classes of service: • BUSN (Business) • RESD (Residence) • BPXB (Business PBX)
Workstation (Position)	The physical system by which a call taker handles a call.

Exhibit C
Service Level Agreement

1.1   Error Severity Level Description and Resolution Plan

During the term of this Agreement and, in addition to Supplier's warranty or Maintenance obligations, if SaaS (including any associated client Hardware or Software) fails to operate in strict conformance with the Specifications, or if the following specified errors ("Error") occur, Supplier agrees to respond and perform as follows:

Error Severity Level	Severity Level Description	Response	Time for Response
1	**FATAL:** Reported problems preventing all useful work from being done or potential data loss or corruption, or SaaS (including any associated client Hardware or Software) functionality is inoperative; inability to use has a critical impact to AT&T's or AT&T's Customer's operations; impairment or failure of security systems relating to SaaS or any applicable data center.	• Acknowledgment	• Less than 2 hours -constant effort until fixed
		• Work Around, temporary fix	• Not to exceed 4 hours
		• Final fix, update, or new release	• No more than 24 hours
		• Communications	• Daily
2	**SEVERE IMPACT:** Problems disable major functions required to do productive work or SaaS (including any associated client Hardware or Software) is partially inoperative and is considered as severely restrictive by AT&T or AT&T's Customer's.	• Acknowledgment	• Less than 4 hours
		• Work around, temporary fix	• Less than 4 days
		• Final fix, update, or new release	• Less than 30 days
		• Communications	• Every 48 hours
3	**DEGRADED OPERATIONS:** Reported problems disabling specific non-essential functions; Error condition is not critical to continuing operation and/or AT&T or AT&T's Customer has determined a work-around for the Error condition.	• Acknowledgment	• Less than 48 hours
		• Work around, temporary fix	• Less than 10 days
		• Final fix, update, or new release	• Less than 60 days
		• Communications	• Weekly
4	**MINIMAL IMPACT:** Any deviation	• Acknowledgment	• Within 1 week

	from Specifications not otherwise included in a Severity 1, 2, or 3 category.	• Work around, temporary fix	• N/A	
		• Final Fix, update, or new release	• Next Maintenance release	
		• Communications	• 30 day notice before new release	

a. In the case of a FATAL or SEVERE IMPACT Error condition, Supplier shall use its best efforts to acknowledge notification of such Error condition within the time frames indicated.

b. Supplier shall correct any and all Errors in the SaaS (including any associated client Hardware or Software) in accordance with Error Severity Levels specified above. In addition, at any time during the Error correction or technical support process, AT&T may invoke the below listed escalation procedure:

    i. Supplier's escalation process is to ensure that when a problem is not being resolved in a satisfactory manner, (i) both AT&T and Supplier have a common perception of the nature and criticality of the problem, (ii) the visibility of the problem is raised within Supplier's organization, and (iii) appropriate Supplier resources are allocated toward solving the problem.

    ii. The following escalation process may be invoked by AT&T when an Error, defect, non-conformity or technical support issue has been reported to Supplier, the Error substantially affects AT&T's or AT&T's Customer's use of the SaaS (including any associated client Hardware or Software), and Supplier has not yet provided a patch or bypass around the Error.

    iii. The escalation processes can be initiated by contacting the next higher management level within Supplier's organization. Such Supplier designate will work with AT&T's designated contact and management to bring a satisfactory solution to the situation. The effort will be focused on developing an action plan and coordinating whatever Supplier resources are required to meet AT&T's needs as rapidly as possible, within the policy stated above.

    iv. During the period of the action plan, regular status update communications will be established between AT&T's designate and Supplier's designate.

    v. If an action plan cannot be agreed to, or if the action plan fails to provide a satisfactory solution within the time frame defined in the action plan, the problem will be escalated to Supplier's highest management level.

c. If any FATAL or SEVERE IMPACT SaaS (including any associated client Hardware or Software) Error cannot be corrected by Supplier within the indicated timeframes, Supplier shall provide a credit, as liquidated damages and not a penalty, in the amount of two thousand dollars ($2,000) per affected AT&T Customer per day or a portion thereof, that the FATAL or SEVERE IMPACT Error remains unresolved for such AT&T Customer after the work around/temporary fix resolution period specified above. Such credit may be applied by AT&T to any of Supplier's invoices.

d. In addition, if a FATAL Error remains unresolved twenty-four (24) hours after reporting thereof by AT&T, or, if a SEVERE IMPACT Error remains unresolved ninety-six (96) hours after reporting by AT&T, upon AT&T's request, Supplier shall provide a Software engineer at the appropriate site or sites (whether AT&T's, AT&T Customer's, Supplier's) site(s), at no additional charge, to resolve the Error.

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e. The Parties acknowledge that DEGRADED OPERATIONS and/or MINIMAL IMPACT Errors are generally less serious than FATAL or SEVERE IMPACT Errors.

f. The Parties further acknowledge and agree that elongated resolution of such Errors can be detrimental to AT&T's and AT&T Customer's use of the SaaS (including any associated client Hardware or Software). Therefore, in the event that DEGRADED OPERATIONS Errors remain unresolved sixty (60) days after AT&T's initial report of the Error, or MINIMAL IMPACT Errors remain unresolved one hundred twenty (120) days after AT&T's report of the Error, Supplier shall issue a credit, as liquidated damages and not a penalty, in the amount of five hundred dollars ($500) per affected AT&T Customer per day or a portion thereof, for each day beyond sixty (60) days for DEGRADED OPERATIONS Errors and/or one-hundred twenty (120) days for MINIMAL IMPACT Errors that the Error remains unresolved. Such credit may be applied by AT&T to any of Supplier's invoices.

g. Supplier shall provide AT&T with toll-free telephone hotline assistance related to operation of the Software, including questions about individual features or suspected malfunctions. In addition, Supplier shall provide AT&T with emergency after-hours or weekend contact numbers wherein support can be obtained in the event of unavailability of the Software due to a FATAL or SEVERE IMPACT Error. If a FATAL Error is reported after hours, or during the weekend, Supplier shall begin workaround/temporary fix activities as soon as possible.

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1. **TECHNOLOGY PROFILES AND ADDITIONAL REQUIREMENTS**

1.1. Fairfax County Information Technology Profile and Requirements:

1.1.1. The Solution proposed for meeting the requirements must be proposed in entirety to include core software, database, bolt-ons, interfaces and reporting tool. The Contractor will be responsible for any integration between its proposed products. The County will direct methodology and design for interfaces required to existing County applications associated with the functional and technical requirements of this project. It is anticipated that the Solution will use a modern web- based application architecture, be operational out of the box on any mobile device OS, produce reports and data analytics as required in the functional specifications, and be capable of interface with the County's GIS, public website and SAP-based enterprise resource planning (ERP) system referred to as the Fairfax County Unified System (FOCUS). Information about Fairfax County IT Projects, Standards, environments and platforms can be found in the Information Technology Plan, https://www.fairfaxcounty.gov/informationtechnology/it-plan

1.1.2. The County prefers that IT solutions use industry standards out-of-the-box, including contemporary best practices for solution architecture, configurability, integration, user access and data security; be available 24x7x365; are scalable and meet reasonable performance requirements; and allow for appropriate maintenance windows.

1.1.3. If the solution will be a custom build by an SI, then DIT will specify the standard for the build and the solution underlying infrastructure.

1.1.4. If the solution is a commercial licensed software product, it is expected that the solution delivered is based on its manufacture specifications and not manipulated outside its developed architecture and development standards. The solution design should recommend the hardware and database environment that ensures optimal performance, supportability and reliability.

1.1.5. If the Solution is hosted outside the County's IT environment, such as a subscription service, the provider must adhere to County IT Security standards for data security and privacy and user access from the county's local and remote network. DIT will specify remote access specifications.

1.2. County Networking Environment:

1.2.1. The County's technology architecture is a tactical asset that defines technology components necessary to support business operations and the infrastructure required for implementation of technologies in response to the changing needs of government business and industry evolution. It is a multi-layered architecture that includes:

- Application and Data Architectures,
- Platform Architecture,
- Network Architecture,
- Internet Architecture, and
- Security Architecture.

1.2.2.   More information about the County's enterprise architecture is available in the Information Technology Plan, published by the County DIT, at https://www.fairfaxcounty.gov/informationtechnology/it-plan

1.3.   Information System Requirements:

1.3.1.   Information systems delivery and management is governed by the Architecture Review Board (A R B) and other program specific committees that are chartered to manage scope and functionality delivery issues, and advise and/or direct development efforts and promote conformance to a variety of standards, including but not limited, to those in the Information Technology Plan, https://www.fairfaxcounty.gov/informationtechnology/it-plan. The DIT ARB provides technical review and sign-off of Solution designs.

1.3.2.   In general, solutions that are installed on premises at Fairfax County use industry standards and must meet the following requirements, which are described in the Information Technology Plan, https://www.fairfaxcounty.gov/informationtechnology/it-plan:

- Enterprise Architecture and Standards,
- Application Platforms and Architecture, and
- Database and Operating Systems.

1.4.   IT/Cyber Security:

1.4.1.   All solution components must meet Information Security practices as described in the Fairfax County Information Technology Security Policy: https://www.fairfaxcounty.gov/informationtechnology/sites/informationtechnology/files/assets/security/pm70-05_01.pdf.

1.4.2.   The solution as implemented must be compliant with all federal and Virginia laws and regulations governing the access, use and management of Personally Identifiable Information (PII), Payment Card Industry (PCI) compliant and meet Americans with Disabilities Act (ADA) requirements.

1.4.3.   Contractor personnel are subject to monitoring by the County IT Security Office (ISO), and any person of the Contractor or its subcontractors or representatives that breach IT Security Policy and/or ethics are automatically removed from the engagement.

1.4.4.   Sensitive and Confidential Information: Sensitive or Confidential information may not be removed from Fairfax County premises unless the information's owner has approved such removal in advance. This includes, but is not limited to, portable computer hard disks, portable memory devices (including USB drives), tape cartridges, and paper documents containing sensitive or confidential information. This paragraph does not apply to authorized off-site backups which are in encrypted form.

1.4.5.   Authorized Tools and Programs: Except as otherwise expressly authorized by DIT/ISO, users shall not download, install or run security programs or utilities that reveal weaknesses in the security of a system. For example, Fairfax County users shall not run password cracking programs, network reconnaissance/discovery software/applications, key loggers, packet sniffers, network mapping tools, port scanners or any other non-approved programs while connected in any manner to the Fairfax County network infrastructure.

1.4.6.   Remote Access: Authorized users accessing the County's network remotely shall abide by security policies and procedures to protect the County's equipment, data, and network access as if they were working on premises.

    1.4.6.1.   Remote access is a service provided by the County and shall be used for authorized business purposes only. To this end, management shall approve every request for remote access.

    1.4.6.2.   Remote access to the Fairfax County network shall be done using the DIT provided or supported services that are approved by the Information Security Office.

    1.4.6.3.   Agencies or individuals who wish to implement non-standard Remote Access solutions to the Fairfax County production network shall obtain prior approval from DIT and the Information Security Office.

    1.4.6.4.   Secure remote access shall be strictly controlled. Control will be enforced via remote access authentication using security tokens that provide one-time password authentication or public/private keys with strong pass-phrases. Furthermore, users may not share passwords or access devices to permit others onto the County network.

    1.4.6.5.   Remote Access control will be enforced via network and system level auditing. This information will be readily available for monitoring and review by appropriate personnel.

    1.4.6.6.   External access to and from information systems shall meet Fairfax County remote access standards and guidelines.

    1.4.6.7.   Fairfax County employees and Contractors with remote access privileges shall ensure that their County-owned or personal computer or workstation, which is remotely connected to Fairfax County's network, is not connected to any other network at the same time, with the exception of personal networks that are under the complete control of the user.

    1.4.6.8.   Reconfiguration of a home user's equipment for the purpose of split-tunneling or dual homing is not permitted.

    1.4.6.9.   All hosts that are connected to Fairfax County internal networks via remote access technologies shall use the most up-to-date anti-virus software.

    1.4.6.10.   By using remote access technology with personal equipment, users shall understand that their machines are a de facto extension of Fairfax County's network, and as such are subject to the same standards that apply to County-owned equipment; therefore, their machines shall be configured to comply with Fairfax County policies and DIT standards for anti-virus software and patch management.

    1.4.6.11.   Employees and Contractors with remote access shall provide their IP address (if using cable or DSL) to the Information Security Office and implement DIT defined security standards on their home systems, which include, but are not limited to, anti- virus software and firewalls. Periodic scans will be made against these addresses to ensure proper

security measures are in place. Violators will have their remote access privileges revoked.

1.4.6.12. The County monitors its networks and systems for security violations. Users agree to this monitoring when they use the service.

1.4.6.13. The link shall be encrypted whenever a computer network connection is established between a County computer and another computer at a location outside an official Fairfax County office, and whenever this connection transmits, or is likely to transmit sensitive information.

1.5. Ownership of and Access to Data, Source Code:

1.5.1. All County data is and must remain the sole property of the County. Therefore, all tools and capabilities native to the Offeror's solution should be available to the County to allow for full access to that data. All tables, layouts, queries, stored procedures, XML schema and other content developed to support the operation of a database and/or County applications in the Fairfax environment become the property of the County, and shall be available to the appropriate County personnel as needed and upon request.

1.5.2. Source code shall revert to the County if the Contractor files for bankruptcy or protection from creditors in a court of law. The County shall have full rights to use source code for any purposes other than resale. The same applies if the Contractor is merged or acquired and the software is no longer supported. Software source code will be updated to reflect the most current version of the software source code materials including all adjustments and configuration made for Fairfax County.

1.5.3. Contractor must provide documentation about schemas or database table organization at a level of detail that enables report writers to navigate and extract all information necessary to produce ad hoc reports.

1.5.4. All source code developed under a given task order must remain the sole property of the County. Contractor may request permission to re-use portions of the code written by their staff, however, this request must be made in writing to the Fairfax County Department of Procurement and Material Management for review and approval.

1.5.5. The above is not meant to include proprietary programs, tools or other intellectual property. However, such claim to proprietary content cannot intrude on the County's right to access its data without undue interference or additional cost.

1.5.6. Data owned by Fairfax County may not be used by the Contractor for any purposes without the express written consent of the appropriate County representative. Data covered under specific federal, state and local privacy laws are confidential. Any breach of privacy is cause for termination of contract.

1.5.7. Data Access (Off-Premise): If the solution is hosted outside the County's network the County requires 24/7 access to all data and all communications, transactions, and all other records of business concerning the software in relation to the agencies that utilize and/or access the software.

1.6. Standard County Data:

1.6.1.   Certain elements are standardized in format and content to enable enterprise-wide data usability, coordination of services, analysis, and public safety. New systems that use any of these elements are required to meet these requirements and any deviation from the standard must be documented and approved by the CTO.

1.7.   Interoperability:

   1.7.1.   The County is pursuing each of these three types of interoperability in the venues where most suited:

      1.7.1.1.   Application Level Interoperability: Agencies or organizations use the same application to perform the same business functions. Shared applications are useful if the application is built specifically with that purpose in mind.

      1.7.1.2.   Data Level Interoperability: Agencies or organizations use standards-based technologies to share specific data elements in specific ways.

      1.7.1.3.   Portal Level Interoperability: Portals enable communities of interest (both citizen constituents and business development community) to share data that is of relevance to each through a common interface or portal. Portal level interoperability provides the option to offer several services via a single intuitive and customer-centric portal and to address multiple communities of interest. Portals bring streams of data to particular communities of interest and enable filtering, chat functions and other tools and capabilities to be used against the data stream. Portal level interoperability relies on standards-based data level interoperability. There will also be a robust portal for County staff to access and utilize the solution.

1.8.   Hardware Requirements:

   1.8.1.   If the proposed solution will be implemented and hosted at the County, all hardware must be specified. If components of the proposed solution deviate from this requirement, please specify in the technical proposal for consideration.

   1.8.2.   The County may require up to six separate computing environments, with the ability to run concurrently, for sandbox, development, testing, training, acceptance, and production. To ensure that each environment is technically equivalent, duplicate servers and workstations as specified below shall be utilized except where virtual machine technology is preferred by the County. The County will work with the Contractor to duplicate or approximate other relevant environmental considerations such as the network and system loading to ensure realistic testing scenarios are facilitated.

   1.8.3.   System hardware requirements should be listed in detail to include make and model required for the full implementation of the application. All hardware components must be sized appropriately to ensure that the performance requirements of the Contractor's application will be met. Equipment specifications provided by the County within this RFP shall be considered as minimal requirements. Deviations for hardware proposed will be finalized during final design stages of the project.

   1.8.4.   The County maintains a four-year replacement program for workstations and a four-year replacement program for servers and associated ancillary equipment. The Contractor shall prepare technology refreshment specifications and costs for

installed hardware currently under maintenance agreement every four years or when requested. If the proposed refresh is accepted in whole or part, the Contractor shall install and support the identified equipment through the warranty and subsequent maintenance periods.

1.9.   Disaster Recovery/Continuity of Operations:

    1.9.1.   Regardless of the architecture of its systems, the Contractor shall have developed and be continually ready to invoke a Business Continuity and Disaster Recovery ("BC-DR") plan that at a minimum addresses the following scenarios: (i) The central computer installation and resident software are destroyed or damaged, (ii) System interruption or failure resulting from network, operating hardware, software, or operational errors that compromises the integrity of transactions that are active in a live system at the time of the outage, (iii) System interruption or failure resulting from network, operating hardware, software or operational errors that compromises the integrity of data maintained in a live or archival system, (iv) System interruption or failure resulting from network, operating hardware, software or operational errors that does not compromise the integrity of transactions or data maintained in a live or archival system but does prevent access to the system, i.e., causes unscheduled system unavailability. The BC-DR plan shall account for and be in effect during the entire period beginning with project kickoff and ending with the end of any turnover period. This BC-DR plan must be prior approved by the County.

    1.9.2.   Fairfax County operates a contemporary near real-time co-location site for county applications and data off-site. The solution proposed must be able to seamlessly fail-over and be active-active. If components of the solution proposed are a subscription service hosted by the Offeror or third-party data-center, the Offeror must include provision and description of its DR site and procedures. Fairfax County must have direct access to inspect the host and co-location sites.

    1.9.3.   The Contractor's Disaster Recovery plan should document the processes necessary to respond to system disruption or a disaster that would affect the system.

    1.9.4.   The Contractor's Disaster Recovery plan shall identify the activities, resources, and procedures needed to carry out processing requirements for a prolonged period of time.