

CERA SOFTWARE INC.

Software as a Service Agreement

This Software as a Service Agreement (the "Agreement") is entered into this November 25, 2024 (the Effective Date"), between City of Palm Bay ("Customer"), with offices located at 120 Malabar Road SW, Palm Bay, Florida 32909, and CERA Software, Inc. ("Provider") with offices located at 3100 Ray Ferrero Jr. Blvd, Davie, Florida 33314. Customer and Provider each will be referred to individually as a "Party" and together as the "Parties".

Stand With Parkland (the "Payor") is party to this Agreement for the sole purpose of paying the fees.

1. Definitions

- 1.1. "Authorized Users" shall mean Customer's employees or any other person who is called upon to assist the Customer during the ordinary course of Customer's business, and who: (i) agree to be bound by the terms of this Agreement; and (ii) are specifically authorized by Customer to access the Service.
- 1.2. "Confidential Information" shall mean any and all information, whether written, oral, or otherwise, disclosed by one Party to the other Party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to this Agreement, trade secrets, business plans, strategies, financial information, software, source code, technical information, customer information, and data.
- 1.3. "Disclosing Party" shall mean the entity or individual that shares or provides access to confidential information to the other party under this Agreement, whether disclosed orally, in writing, or by any other means. This information may include, but is not limited to, business strategies, financial data, customer lists, proprietary software, trade secrets, and any other information deemed confidential and proprietary by the Disclosing Party.
- 1.4. "Electronic Signature" shall mean an electronic symbol or process attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
- 1.5. "Force Majeure" shall mean computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, supplier and third party failure, labor difficulties, acts of war, terrorism, civil unrest, rebellions or revolutions, where the obligations under this Agreement are to be executed, or any similar cause beyond the reasonable control of Provider.
- 1.6. "Professional Services" shall mean custom software development, custom integrations, and other related services provided by the Provider to the Customer, including but not limited to software customization, implementation, configuration, specialized training, and consulting.
- 1.7. "Receiving Party" shall mean the entity or individual that receives confidential information from the Disclosing Party under this Agreement. The Receiving Party agrees to protect and maintain the confidentiality of the disclosed information, using the same degree of care it uses to protect its own confidential information, but no less than a reasonable degree of care. The Receiving Party shall use the confidential

information solely for the purposes set forth in this Agreement and shall not disclose it to any third party without the prior written consent of the Disclosing Party, except as permitted herein.

- 1.8. "Service" shall mean the software-as-a-service (SaaS) solution provided by the Provider, including access to and use of all web-based and mobile software, any associated documentation, updates, training and onboarding, and support services as outlined in the SLA.
- 1.9. "Written Notice" shall mean any notice delivered by email and other modern communication methods, by hand, sent by certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed to the respective parties at the addresses set forth in this Agreement or such other address as may be specified in writing by either party.

2. License Grant

- 2.1. Subject to the terms and conditions of this Agreement, the Provider grants to the Customer a non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Service during the term of this Agreement.
- 2.2. Customer agrees that only Authorized Users shall be permitted access to the Service.
- 2.3. The number of Authorized Users permitted under this Agreement is unlimited.
- 2.4. The Service does not include Professional Services which can be requested by the Customer and agreed upon by the Parties in writing, for an additional fee.
- 2.5. Customer confirms that they have reviewed and hereby agree to the terms and conditions of the Service Level Agreement ("SLA") and the Privacy Policy, which are available at ceraapp.com/sla and ceraapp.com/privacy-policy respectively. The Customer further acknowledges that the SLA and Privacy Policy form an integral part of this Agreement.
- 2.6. The Provider reserves the right to update the SLA and Privacy Policy from time to time, with any changes communicated to the Customer via Written Notice at least 7 days prior to their effective date.
- 2.7. This Agreement is not transferable, assignable, delegable, or sublicenseable by Customer in whole or in part, without the prior written permission of Provider.
- 2.8. All rights not expressly granted hereunder are reserved to the Provider.
- 2.9. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors, trustees, administrators, and assigns.

3. Term

- 3.1. Initial Term
 - 3.1.1. The initial term of this Agreement shall commence on the Effective Date and continue until **June 30th, 2026** ("Initial Term"), unless earlier terminated in accordance with the terms of this Agreement.
- 3.2. Renewal
 - 3.2.1. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive renewal terms of 1 year (each a "Renewal Term"), unless either party provides Written Notice of its intention not to renew at least 60 days prior to the end of the then-current term.

3.2.2. If either party provides a timely Written Notice of non-renewal, this Agreement shall terminate at the end of the then-current term.

3.3. Termination for Breach

3.3.1. Either party (the "Non-Breaching Party") may terminate this Agreement if the other party (the "Breaching Party") is in material breach of any of the terms and conditions of this Agreement.

3.3.2. The Non-Breaching Party shall provide written notice to the Breaching Party specifying the nature of the breach ("Breach Notice").

3.3.3. Upon receipt of the Breach Notice, the Breaching Party shall have thirty (30) days to remedy the breach to the satisfaction of the Non-Breaching Party ("Remedy Period").

3.3.4. If the Breaching Party fails to remedy the breach within the Remedy Period, the Non-Breaching Party may terminate this Agreement immediately by providing Written Notice of termination to the Breaching Party.

3.3.5. Termination of this Agreement under this clause shall be without prejudice to any other rights or remedies available to the Non-Breaching Party under this Agreement or applicable law.

3.3.6. Any termination pursuant to this clause shall not relieve the Breaching Party of its obligations and liabilities incurred prior to the effective date of such termination.

3.4. Effect of Termination

3.4.1. Upon termination or expiration of this Agreement, each party shall promptly return or destroy all Confidential Information and any other property of the other party in its possession or control.

3.4.2. The provisions of this Agreement which by their nature are intended to survive termination, including but not limited to confidentiality, indemnification, and limitation of liability, shall survive any expiration or termination of this Agreement.

4. Fees

4.1. Subscription Fees

4.1.1. **NO FEE FOR Customer.** Payor is solely responsible to pay all fees associated with the Service.

4.1.2. Customer shall have no financial liability for subscription fees or any other costs associated with the Services under this Agreement.

4.1.3. If Payor fails to remit payment to the Provider, the Customer shall not be responsible for remitting any unpaid amounts to the Provider.

4.1.4. If Provider ceases providing such Service to Customers generally, neither the Payor nor the Customer will be under any obligation to remit further payment to Provider pursuant to this Agreement.

4.2. Taxes

4.2.1. Provider will be responsible for, and will promptly pay all sales, use, excise, value-added or similar taxes, assessments, or duties.

5. Proprietary Rights

5.1. The Provider retains all rights to the Service and its related software, technology, data, documentation, improvements, and intellectual property (collectively, "Provider Proprietary Rights"). This Agreement does not grant the Customer any ownership or rights to the Provider Proprietary Rights, except for the limited use rights explicitly stated.

- 5.2. The Customer may provide feedback on the Service ("Feedback"). All Feedback is given voluntarily without any obligation or compensation. The Provider is free to use, disclose, reproduce, license, distribute, or otherwise exploit the Feedback without obligation or restriction of any kind.
- 5.3. The Customer shall not, and shall not permit any third party to:
 - 5.3.1. Decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Service, except to the extent expressly permitted by applicable law;
 - 5.3.2. Copy, modify, or create derivative works of the Service or any part thereof; or
 - 5.3.3. Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service to any person who is not an Authorized User.
- 5.4. The Customer agrees to use all reasonable efforts to protect the Provider Proprietary Rights. If the Customer becomes aware of any infringement the Customer shall promptly notify the Provider in writing.
- 5.5. Rights under this clause shall survive the termination or expiration of this Agreement.

6. Confidentiality

- 6.1. Each Party acknowledges that during the term of this Agreement, it may receive or have access to Confidential Information of the other Party. Each Party agrees to hold and maintain the Confidential Information of the other Party in strict confidence and to use such Confidential Information solely for the purposes of performing its obligations or exercising its rights under this Agreement.
- 6.2. The Receiving Party shall not disclose, copy, or distribute any Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, except as required by law or as necessary to perform its obligations under this Agreement.
- 6.3. Confidential Information shall not include any information that:
 - 6.3.1. is or becomes publicly available without breach of this Agreement by the Receiving Party;
 - 6.3.2. was known to the Receiving Party prior to disclosure by the Disclosing Party, without obligation of confidentiality;
 - 6.3.3. is received from a third party without breach of any obligation of confidentiality; or
 - 6.3.4. is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
- 6.4. Return or Destruction of Confidential Information
 - 6.4.1. Upon termination or expiration of this Agreement, or upon the written request of the Disclosing Party, the Receiving Party shall promptly return or destroy all copies of the Disclosing Party's Confidential Information in its possession or control, and certify in writing to the Disclosing Party that it has done.
- 6.5. Remedies
 - 6.5.1. Each Party acknowledges that any breach of this clause may cause irreparable harm to the Disclosing Party for which monetary damages would not be an adequate remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief and other equitable remedies in the event of any such breach or threatened breach.

7. Indemnification

- 7.1. Provider shall indemnify and hold harmless the Customer, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Provider's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Provider and third parties made pursuant to this Agreement.
- 7.2. The provisions of this section shall survive termination of this Agreement.
- 7.3. Nothing contained elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon Customer's liability as set forth in Section 768.28, Florida Statutes. ADD: IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 120 MALABAR ROAD SE, PALM BAY, FL 32907; 321.952.3414, EMAIL: ladonna.pergola@pbfl.org Provider shall comply with public records laws, and Provider shall:
 1. Keep and maintain public records required by the Customer to perform the service.
 2. Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Provider does not transfer the records to the Customer.
 4. Upon completion of the Contract, transfer, at no cost, to the Customer all public records in possession of the Provider or keep and maintain public records required by the Customer to perform the service. If the Provider transfers all public records to Customer upon completion of the Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

8. General Terms

- 8.1. No Waiver
 - 8.1.1. No failure or delay by either Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
 - 8.1.2. Any waiver must be in writing and signed by the Party granting the waiver, and such waiver shall not be construed as a waiver of any succeeding breach or default of the same or other provision.
- 8.2. Severability
 - 8.2.1. If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction, such provision or portion thereof will, as to such jurisdiction only, be ineffective to the extent of such unenforceability, all other provisions

and portions thereof of this Agreement will not be affected thereby and will be valid and enforced to the fullest extent permitted by law.

8.3. Entire Agreement

- 8.3.1. This Agreement contains the final and entire agreement of the parties and supersedes all previous and contemporaneous verbal or written negotiations, understandings, or agreements regarding the Agreement's subject matter.

8.4. Force Majeure

- 8.4.1. Any failure or delay by Provider in the performance of its obligations pursuant to this Agreement due to Force Majeure will not be deemed a default or breach of the Agreement or a ground for termination.
- 8.4.2. For purposes of this Agreement, a Force Majeure Event shall not include a failure or delay by the Provider to perform its obligations pursuant to this Agreement due to an active threat or incident.

8.5. Governing Law

- 8.5.1. This Agreement, as well as any and all tort claims arising from this Agreement or arising from any of the proposals, negotiations, communications or understandings regarding this Agreement, will be governed by and construed in accordance with the laws of the State of Florida, United States of America ("Florida"), applicable to contracts made entirely within Florida and wholly performed in Florida, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in Brevard County, Florida.

8.6. Counterparts and Electronic Signatures

8.6.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted electronically (e.g., via Electronic Signature, email, or other electronic means) shall have the same legal effect as original signatures.

8.6.2. The parties agree that this Agreement and any documents related to it may be electronically signed, and that such electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

9. Services Provided

9.1.0 CERA Threat Response Platform for Strategic Mutual Aid Deployment

- a. CERA Threat Response Platform for Public Safety
- b. CERA Duress App for municipal government facilities
- c. CERA Duress App for any Public/Charter K-12 or religious organization
- d. Interconnectivity for Mutual Aid Agencies

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

City of Palm Bay

CERA Software, Inc.



Print: _____

Print: Edward McGovern

Title: _____

Title: CEO