ORD 16-001

AN ORDINANCE TO AUTHORIZE APPROVAL OF CONTRACT WITH NC4 PUBLIC SECTOR LLC TO PROVIDE SOFTWARE FOR THE POLICE DEPARTMENT'S REAL TIME CRIME CENTER

#4145

Sponsor:

Council Member Walsh

Co-Sponsors:

Council Members Cabrera D. Brown

WHEREAS, pursuant to §2-308 and §8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of property or the rendering of services for more than a period of one year if approved by Wilmington City Council by ordinance; and

WHEREAS, the Wilmington Police Department (the "WPD") desires to enter into a contract with NC4 Public Sector LLC ("NC4") to provide their proprietary NC4 Street Smart software for use in WPD's proposed Real Time Crime Center ("RTCC") (the "Contract"); and

WHEREAS, the Real Time Crime Center ("RTCC") is a system that will significantly advance WPD's crime-fighting capabilities by utilizing structured data to help officers solve crimes faster, increases situational awareness for officers in the field, and reducing the unnecessary use of paperwork and forms thereby freeing up more time for officers to proactively patrol; and

WHEREAS, the NC4 Street Smart software is a world-class, integrated, crime fighting solution that is used in leading law enforcement agencies throughout the nation, including New Castle Country Police Department and Tampa (FL) Police Department; and

WHEREAS, the term of the Contract is for a period of three (3) years beginning on or about February 1, 2016, at a total cost of approximately $309,022; this estimate includes one-time licensing fees of approximately $161,800; and

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WHEREAS, at the expiration of the initial three (3) year period, the Contract may be renewed for a term of one (1) year or greater under the same terms and conditions, so long as there is mutual consent between WPD and NC4; and

WHEREAS, it is the recommendation of WPD that the City enter into the Contract as described above, a copy of which, in substantial form, is attached hereto and incorporated herein by reference.
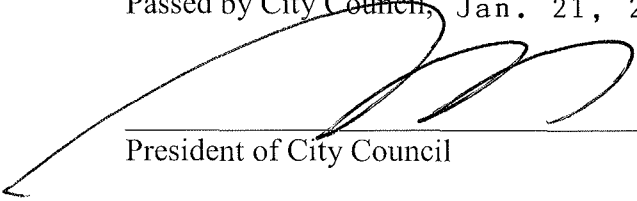
NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. The Contract between the City of Wilmington and NC4 Public Sector LLC for a period of three (3) years beginning on or about February 1, 2016 at total cost of $309,022, a copy of which, in substantial form is attached hereto, IS HEREBY APPROVED, and the Mayor or his designee, is hereby authorized to execute as many copies of the Contract, and to perform all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall be deemed effective upon its date of passage by City Council and approval by the Mayor.

First Reading........January 7, 2016
Second Reading...January 07, 2016
Third Reading ...... January 21, 2016

Passed by City Council, Jan. 21, 2016

_____
President of City Council

W0082158.2

ATTEST: _Maribel Seijo_
City Clerk

Approved as to form this
_6th_ day of _Jan._ , 2016

Christopher Shank
Assistant City Solicitor

Approved this _27_ day of _Jan._, 2016

Dennis P. Williams
Mayor

SYNOPSIS AND FISCAL IMPACT: This Ordinance authorizes a Contract with NC4 Public Sector LLC for a period of three (3) years, with possible renewal of one (1) year or more under the same terms and conditions. The Contract will have an approximate total cost of $309,022.

NC4 STREET SMART™ SOFTWARE LICENSE
AND MANAGED SERVICES AGREEMENT

This NC4 Street Smart™ Software License and Managed Services Agreement ("*Agreement*") is entered into as of the last date of signature on the signature page of this Agreement ("*Effective Date*") by and between NC4 Public Sector LLC, a Delaware limited liability company with its principal office located at 100 N. Sepulveda Blvd., Suite 200, El Segundo, CA 90245 ("**NC4**"), and the following:

Customer Name:	Wilmington Police Department ("Customer")
Address:	William T. McLaughlin Public Safety Building
	300 N. Walnut Street
	Wilmington, DE 19801

RECITALS

WHEREAS, NC4 is the owner of certain computer software programs, including its NC4 Street Smart™ software application ("Software"), and also provides configuration, managed hosting and other services related to the Software;

WHEREAS, the Software enables law enforcement agencies to exchange information necessary for daily law enforcement activities by providing real time data which allows police officers to pinpoint crimes, patterns, and incidents, thus allowing for, among other things, more expeditious crime fighting;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer's needs; and

WHEREAS, the Customer desires to engage NC4 to configure and provide a NC4 Street Smart Solution to meet Customer's particular needs, which Customer will then license from NC4 as further described herein.

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

AGREEMENT

1. **Grant of License.**

    1.1. <u>License Grant</u>. Subject to the terms and conditions of this Agreement, and timely payment of all payments set forth at Schedule A, NC4 hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, perpetual license, without the right to grant sublicenses, to use the object code only of the Software as configured by NC4 in accordance with Sections 2 and 3 below ("Solution"). The license is limited for use by Sworn Officers to the number set forth at Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers. Civilian workers that are directly employed by Customer may also use the Solution. However, Customer will not provide any third party access to the Software or Solution without NC4's prior written consent. The license granted in this Section 1 shall also include modifications to the Solution that NC4 may make pursuant to Services that Customer purchases from NC4. Until such time that Customer has fully paid all license and other fees due NC4, the term of the license shall be temporary and subject to termination by NC4 in accordance with Section 12 of this Agreement.

1.2 <u>Restrictions on Use</u>. Customer shall not, and shall not permit others to, without NC4's prior written consent: (i) exceed the number of permitted Sworn Officers set forth on Schedule A; (ii) install the Software or Solution on any server or at any site other than those designated by Customer to NC4; (iii) distribute, rent, lease, assign or transfer the Software or Solution to any third party; or (iv) modify, customize, reverse engineer, reverse assemble or reverse compile the Software or Solution or any part thereof.

1.3 <u>Use of Third-Party Software</u>. Customer shall not use any third party software embedded in or otherwise provided with the Solution on a stand-alone basis or in any way other than as provided with the Solution. All third party software shall be used only in connection with the Solution and for no other use, and may be further subject to third party standard end user license agreements.

1.4 <u>Copies</u>. Customer may make and maintain a single copy of the Solution only as needed for reasonable ordinary archival and backup or disaster recovery procedures. All copies shall be subject to the terms and conditions of this Agreement and applicable copyright law, and all proprietary rights notices contained on the original Software shall be reproduced on or in any copies. No copies of the Software or Solution shall be provided to any third party without NC4's prior written consent.

2.   Initial Set Up and Configuration Services. Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the Solution. NC4's standard initial set up includes: installation of the NC4 Street Smart Software and connection to one feed (e.g., computer aided dispatch (CAD), records management system (RMS), or offender data base). If Customer desires additional feeds, configuration or customization, a Statement of Work will be entered into and additional fees will apply, as set forth in Section 3 below.

3.   Professional Services and Statements of Work. If additional Services are requested of NC4 beyond the scope of the initial set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by NC4, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by NC4 on a "time and material" basis at the rates identified in the SOW.

4.   Maintenance and Support. Annual maintenance and support fees must be kept current in order for Customer to receive the following maintenance and support Services from NC4. NC4 may, in its sole discretion, discontinue maintenance and support if maintenance and support fees are not current.

   4.1   <u>Maintenance/Upgrades</u>. Purchase of annual maintenance entitles Customer to "point release" updates (e.g., bug fixes, defect corrections, minor enhancements) ("Updates") to the Software, as well as version upgrades which may include major enhancements ("Upgrades"), for such Updates and Upgrades that become commercially available during the then-current maintenance term. NC4 will provide such Updates or Upgrades within ninety (90) days of Customer's request. NC4 standard maintenance and support does not cover customizations performed by or for Customer, except for problems in NC4's base Software code. In addition, NC4 standard maintenance and support does not include installation, knowledge transfer, data migration, or training associated with Updates or Upgrades. If such Services are desired of NC4, they can be procured at NC4's then-current professional services fees, plus travel expenses, under a mutually agreed upon SOW.

   4.2   <u>Customer Support</u>. NC4 will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues are set forth at NC4's Customer Support Policy, attached hereto as Schedule B. Telephone support shall be available to not more than three (3) named callers. NC4 support includes troubleshooting, basic usability and navigation assistance. Support shall not include installation of upgrades or modification or customization of

upgrades, problems not attributable to the Software, or problems arising from Customer's actions to cause an error in the Software or Solution, which will be billed at NC4's then-current professional services rates. Customer agrees to provide NC4 access to production systems for purposes of customer support. NC4 standard support does not cover customer extensions and third party add-ons, except for problems in NC4's base Software code.

4.3   Maintenance and Support Term. Annual maintenance and support shall commence on the first to occur of: (i) date of installation of the Software/Solution, (ii) 90 days after receipt of Customer's order by NC4, or (iii) 90 days after execution of this Agreement.

4.4   Maintenance and Support Fees. NC4 will invoice Customer for as set forth in Schedule A. NC4 reserves the right to change the maintenance and support fee at the end of the initial term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).

5.   Managed Hosting Services.

5.1   Managed Services. NC4 will provide managed hosting services to Customer to host the Software/Solution licensed hereunder ("Managed Services"), as set forth at Schedule A. NC4's Managed Services provide Customer with dedicated server instances and all necessary server infrastructure to support Customer's NC4 Street Smart Solution in production. NC4 will be responsible for: providing, operating, maintaining and managing the servers and network; data center security; and backups to Customer's Solution and data. NC4 will also install, operate and manage the Street Smart Solution, the hardware and operating system, and the telecommunications facility necessary for hosting Customer's NC4 Street Smart Solution. NC4's base Managed Services do not include disaster recovery or high availability, but these options are available for an additional fee.

5.2   Disk/Storage Space. Purchase of NC4's standard Managed Hosting Services provides Customer with 200G of disk space. Additional disk space may be purchased from NC4 for an additional fee.

5.3   Data Protection. Customer acknowledges and agrees that access to the Solution is provided via the Internet, and NC4 does not guarantee the Services will be uninterrupted or error-free. NC4 shall not be responsible for actions of third parties that are outside of NC4's control. Customer is responsible to ensure adequate security for its end points. Customer is also responsible for managing the security of its authentication credentials for access to the Solution, authorizing access to the Solution, and promptly removing access for individuals who are no longer allowed or require access to the Solution. NC4 will not release any Customer Data to any third party without Customer's prior written consent, except where NC4 is required to do so pursuant to a subpoena, court order, or other legal, judicial or administrative proceedings, or otherwise required by law. In such event, NC4 will first provide reasonable prior notice to Customer to allow Customer to seek a protective order or other appropriate remedy.

5.4   Service Level Agreement. NC4 will provide the Managed Services in accordance with the Service Level Agreement attached hereto as Schedule B.

6.   Fees and Payment Terms.

6.1   Payment Terms. Fees for the Three Year Initial Term of the Agreement are set forth in Schedule A. Fees for Services for any renewal term ("Renewal Term") will be provided by NC4 to Customer prior to the expiration of the Initial Term or any Renewal Term. Customer shall pay to NC4

all fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW or similar document, within thirty (30) days of the NC4 invoice date. Unless otherwise instructed by Customer in writing, NC4 shall send all invoices to the address specified at the introduction paragraph of this Agreement.

6.2   Expenses. Customer shall reimburse NC4 for reasonable travel, administrative, and out-of-pocket expenses incurred while performing services hereunder. Such expenses are not included in any estimate in a statement of work unless expressly itemized.

6.3   Cancellation or Rescheduling of Meetings or Travel by Customer. If meetings are rescheduled or cancelled by Customer after NC4 travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets. If services engagements are rescheduled or cancelled by Customer with less than twenty-four (24) hours' notice to NC4, Customer is responsible for payment of eight (8) consulting hours plus any incurred travel expenses.

6.4   Interest. NC4 may charge a service fee on late payments of the lesser of 1.5% per month or the highest rate allowable under law.

6.5   Taxes. All fees and charges set forth herein or in any statement of work are exclusive of any sales, use, excise, value-added, or similar taxes, and exclusive of any duties or fees payable on the delivery of the Solution, unless otherwise stated in writing. Any such taxes (except taxes based on NC4's income), duties, or fees shall be paid directly by Customer or reimbursed by Customer to NC4.

7.   **Ownership.**

7.1   Solution. Customer acknowledges and agrees that it is acquiring only the right to use the Solution and underlying Software licensed under this Agreement. NC4, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by NC4 pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of NC4, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by NC4.

7.2   Documentation and Training Materials. All NC4 documentation and training materials provided by NC4 hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of NC4. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the NC4 documentation and training materials shall be reproduced on any copies. No copies of NC4 documentation or training materials shall be provided to any third party or competitor of NC4, without NC4's prior written consent.

7.3   Customer Data.

(a) Customer hereby represents and warrants to NC4 that it is the owner or licensee of all data and content contained within the Solution ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for the Customer Data and its use of the Customer Data, including any data obtained or entered into the Solution by a third party. Customer further

acknowledges and agrees that NC4 is merely a provider of the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. If applicable, Customer shall ensure compliance with 28 CFR Part 23, and acknowledges and agrees that NC4 shall have no responsibility or liability with respect to Customer or the data being compliant with 28 CFR Part 23. Customer further represents and warrants to NC4 that the Customer Data does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes NC4 to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. NC4 will not share the Customer Data with any third parties, subject to Section 13(f) herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by NC4's authorized representatives shall be conducted in a safe, secure, and reliable manner.

8. Limited Warranty; Customer Obligations.

8.1. Software/Solution Warranties.

(a) NC4 hereby represents and warrants to Customer for a period of ninety (90) days from delivery of the Solution ("Solution Warranty Period"): (a) that the Solution provided under this Agreement will conform in all material respects as described in NC4's published documentation ("Documentation") and to Customer specifications that NC4 has agreed to in writing and incorporated into this Agreement ("Specifications"); (b) that at the time of delivery, the Solution will not contain any time bomb, trap door or other code designed to disrupt, disable, harm or otherwise impede, or to allow unauthorized access to, the operation of Customer's software, firmware, hardware or computer system; (c) that NC4 has the legal right to enter into and perform its obligations under this Agreement; (d) that any Solution provided under this Agreement will comply with all applicable laws, rules, or regulations, and that NC4 has obtained all required permits necessary to comply with such laws, rules, or regulations; and (e) that, at the time of delivery, to the best of NC4's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must report any defects in the Solution to NC4 in writing within the Solution Warranty Period for that particular order or Statement of Work in order to receive the warranty remedy set forth in this Section 8.1(a).

(b) Customer's sole remedy, and NC4's sole obligation, under this Software/Solution warranty shall be, at NC4's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. If NC4 is unable to provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications, then NC4 will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to NC4 for the order.

(c)   NC4 shall have no obligation under this warranty if the Solution has been (i) used other than in accordance with this Agreement or the Documentation and Specifications; (ii) modified by a party other than NC4, or (iii) combined with hardware or software not identified in the Documentation or Specifications as being compatible with the Solution. If Customer provides any hardware or software that is incorporated into the Solution, Customer agrees that it will use all reasonable efforts to ensure that such hardware or software is free from defects, and NC4 shall not be responsible for any such defects discovered and shown to be the proximate cause of any damage or loss to the Solution or Customer's data.

(d)   THE REMEDIES SET FORTH IN THIS SECTION 8.1 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTIES GIVEN BY NC4 UNDER THIS SECTION 8.1. NC4 AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE OR SOLUTION (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.1 OR ANY DERIVATIVES THEREOF AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, OR ENJOYMENT.

8.2   Services Warranties.

(a) NC4 warrants to Customer that any professional services for a particular statement of work will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to NC4 in writing within ninety (90) days of completion of the Services for that particular statement of work or order in order to receive the warranty remedy set forth in this Section 8.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then NC4's sole obligation under this service warranty shall be to re-perform the defective services. For any breach of the services warranty set forth in this Section 8.2, Customer's sole remedy, and NC4's sole liability, shall be the re-performance of the Services, and if NC4 fails to re-perform the Services as warranted, Customer shall be entitled to a refund of the fees paid by Customer to NC4 for the deficient services.

(c) NC4 AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.2 AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABIITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.3   Customer's Actions. In the event that Customer is required to provide any information or take any actions to facilitate the implementation of the Solution and Customer fails to do so in a timely manner, Customer shall be deemed to have waived any claim that it may have against NC4 for late or faulty performance that has resulted from Customer's failure.

9.   LIMITATION OF LIABILITY. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE MANAGED SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY NC4 TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NC4 DOES NOT WARRANT THAT THE MANAGED SERVICES, SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE MANAGED SERVICES, SOFTWARE

ORSOLUTION. EXCEPT FOR OBLIGATIONS OF CONFIDENTIALITY OR INDEMNIFICATION EXPRESSLY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL NC4 OR ITS LICENSORS, AFFILIATES, CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR LOSS OR INACCURACY OF DATA OR SYSTEM USE, DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN CONNECTION WITH CUSTOMER'S USE OF THE MANAGED SERVICES, SOFTWARE OR SOLUTION, NC4'S PROVISION OF THE MANAGED SERVICES OR ANY PROFESSIONAL SERVICES, OR THIS AGREEMENT, UNDER CONTRACT, TORT, STRICT LIABILTY OR OTHER LEGAL OR EQUITABLE THEORTY. THIS LIMITATION SHALL APPLY EVEN IF NC4 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT, AND THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL THE TOTAL LIABILITY OF NC4 AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILTY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, EXCEED THE FEES PAID FOR THE SOLUTION OR SERVICES, ON A PER-ORDER BASIS, WHICH ARE THE DIRECT CAUSE OF THE DAMAGES OR LIABILITY CLAIMED. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR RELATING TO THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION IS DISCOVERED BY CUSTOMER, BUT NO MORE THAN ONE (1) YEAR AFTER THE EXPIRATION OR TERMINATION OF THE AGREEMENT. IN NO EVENT SHALL NC4 HAVE ANY LIABILITY FOR CUSTOMER'S USE, MISUSE OR FAILURE TO USE THE SOLUTION.

10. Indemnification

10.1 <u>General Indemnification</u>. Each Party shall indemnify and hold harmless the other to the extent authorized by law against any and all third party claims of personal injury or property damage to the extent such damages are caused by such Party's gross negligence or willful misconduct. Customer shall indemnify and hold harmless NC4, to the extent authorized by law, against any and all third party claims relating to or arising from Customer Data or Customer's noncompliance with 28 CFR Part 23, if applicable. If Customer is not authorized to indemnify NC4 under applicable law, Customer is hereby obligated to cooperate and assist NC4 in defending any third party claim resulting in any way from Customer's actions or Customer Data. The Indemnifying Party shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by the other Party in connection with or arising from any such claim, suit, action, or proceeding. A Party shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies the other in writing of such claim in sufficient detail to enable the Indemnifying Party to evaluate the claim, (b) the Party cooperates in all reasonable respects with the investigation, trial and defense of such claim and any appeal arising therefrom, and (c) the Indemnifying Party has sole control of the defense and settlement of such claim. So long as the Indemnifying Party is actively defending the claim, or working toward a resolution of same, the other Party shall not compromise any claim or enter into any settlement without the written consent of the Indemnifying Party. In no event shall NC4 be liable for any damages resulting from Customer's use, misuse or failure to use the Solution or validate Customer Data.

10.2 <u>Infringement</u>. NC4 shall indemnify and hold harmless Customer against any and all third party claims that the Solution infringes any registered U.S. copyrights of such third party that are issued as of the delivery date of the Solution to Customer. NC4 shall pay any and all costs, damages, and

expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies NC4 in writing of such claim in sufficient detail to enable the NC4 to evaluate the claim, (b) Customer cooperates in all reasonable respects, at NC4's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom, and (c) NC4 has sole control of the defense and settlement of such claim. Customer shall not compromise any claim or enter into any settlement without the written consent of NC4. NC4's indemnification obligation set forth in this Section 5.2 shall not apply in the event and to the extent of alteration or misuse of, or combination of the Solution with any program, product or service not authorized by NC4, by Customer or any other party unless made in accordance with NC4's written approval. Should the Solution become, or in NC4's opinion be likely to become, the subject of such a claim of misappropriation or infringement, NC4 at its sole option, shall either: (a) procure for Customer the right to continue using the Solution or (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and pay Customer an amount equal to 50% of the license fee payable under this Agreement. NC4 shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 10.2.

11.   Release of Insured Losses. To the extent permitted by law, NC4 hereby releases Customer, and Customer hereby releases NC4, and each of their respective officers, agents, and employees, from any and all claims or demands of damages, loss, or expense, which is caused by or results from perils, events or happenings which are the subject of insurance and carried by the respective Parties and in force at the time of any such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced thereby. This provision is intended to waive, fully and for the benefit of each Party, any rights and/or claims which might give rise to a right of subrogation by any insurance carrier.

12.   Term and Termination.

12.1   <u>Term</u>. This Agreement shall commence as of the Effective Date and continue in full force and effect for three (3) years, as set forth in Schedule A ("Initial Term") unless otherwise terminated in accordance with Section 12.2 below. Customer acknowledges and agrees this is a three (3) year Initial Term with no early termination for convenience. After the three-year Initial Term, this Agreement may be renewed in yearly or greater increments, each a Renewal Term, upon written notice by Customer of intent to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term (if applicable) and mutual consent by the Parties. If any Services are so terminated after all payments have been made during the three (3) year Initial Term, the Agreement shall continue in full force and effect as to the license granted hereunder, unless otherwise terminated in accordance with Section 12.2 below.

12.2   <u>Termination</u> This Agreement may be terminated as follows:

(a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.

(b) Either Party may terminate this Agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganization, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.

(c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching Party shall not be liable to the other for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

(d) If, after the three (3) year Initial Term, Customer no longer desires to use the Solution, it may terminate this Agreement and the license granted hereunder, by providing written notice to NC4 at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term.

12.3   Effect of Termination. Upon termination, the licenses granted to Customer hereunder shall terminate, and NC4 shall have the right to terminate Customer's access to the Solution and discontinue Services to Customer.

12.4   Data Release. If requested by Customer prior to the termination or expiration of this Agreement, NC4 will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. Upon such request, NC4 shall provide a work order to Customer which outlines the level of effort, at the prevailing professional services rates, in support of such data release. Customer shall either accept or reject the work order within thirty (30) days of receipt of said work order. If Customer fails to provide written acceptance or rejection of said work order within thirty (30) days, the work order will be deemed to be rejected, and NC4 shall have the right to remove, delete, or destroy the Customer Data from the Solution.

12.5   Survival. The provisions of Sections 6, 7, 8, 9, 10, 11, 12.3, and 13 shall survive the termination of this Agreement.

13.   **General Provisions.**

13.1   Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

13.2   Confidentiality. During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. *"Confidential Information"* shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement which has been marked "Confidential" or should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, contracts, and prices, and price-related information. Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party agrees that disclosure of the other's Confidential Information other than in accordance with this Agreement shall cause irreparable injury to the other, and that the other Party shall be entitled to injunctive relief to prevent one another's breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

13.3 <u>Assignment</u>. This Agreement is not assignable by either Party without the prior written consent of the other.

13.4 <u>No Waiver</u>. If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

13.5 <u>Electronic Media</u>. A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

13.6 <u>Right to Subcontract</u>. NC4 may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by NC4 to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to NC4.

13.7 <u>Entire Agreement</u>. This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

13.8 <u>Force Majeure</u>. Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

13.9 <u>Notices</u>. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; or (ii) three (3) business days after the date of mailing if sent by certified or registered mail; or (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

   To NC4: NC4 Public Sector LLC
      100 N. Sepulveda Blvd, Suite 200
      El Segundo, CA 90245
      Attn: Randall Smith
      Fax: 310-606-4309

   With copy to: NC4 Public Sector LLC
      100 N. Sepulveda Blvd, Suite 200
      El Segundo, CA 90245
      Attn: Contracts & Legal
      Fax: 310-606-4309

To Customer: Wilmington Police Department
               William T. McLaughlin Public Safety Building
               300 N. Walnut Street
               Wilmington, DE 19801
               Attn: Chief of Police

13.10   Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

13.11   Waiver and Modification. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver, amendment, supplementation or other modification or supplementation of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

13.12   Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.

13.13   Attorneys' Fees and Costs. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover reasonable costs and attorneys' fees incurred.

13.14   Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

13.15   Non-Solicitation of Employees. Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.

13.16   Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.

13.17   Choice of Law; Dispute Resolution; Jurisdiction; Venue. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of Delaware in the United States of America, without regard to any conflicts of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. If they are unable to resolve the dispute within thirty (30) days after the complaining Party's written notice to the other Party, the Parties will seek to resolve the dispute through arbitration conducted in New Castle County, Delaware, USA, in accordance with the commercial rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final and binding on the Parties, and may be entered as a judgment by any court of competent jurisdiction. Costs of arbitration (including reasonable attorneys' fees) shall be made a part of the arbitrator's award. Notwithstanding the foregoing, in the event irreparable injury can be shown, either Party may obtain injunctive relief exclusively in the appropriate federal or state court in New Castle

County, Delaware, USA. Any litigation arising out of or relating to this Agreement shall take place nonexclusively in the appropriate state or federal court in New Castle County, Delaware, USA.

13.18 Paragraph Headings. The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

13.19 Publicity. No publicity, including, but not limited to press releases concerning this Agreement, or the relationship between the Parties, shall be issued by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld.

13.20 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any general terms and conditions of such purchase order or similar document. If there is any conflict between the terms and conditions of this Agreement and any purchase order or similar document, the terms and conditions of this Agreement shall govern.

13.21 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

13.22 General Terms and Conditions. The City of Wilmington General Terms and Conditions attached as Schedule C are incorporated herein and shall be an integral part of this Agreement. Any inconsistencies between the terms of this Agreement and Schedule C shall be resolved in favor of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed or caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

NC4 PUBLIC SECTOR LLC   CITY OF WILMINGTON

By_____   By_____

Name_____   Name_____

Title_____   Title_____

Date_____   Date_____

SCHEDULE A
PRODUCTS & PRICING SCHEDULE

Customer Name and Address: Wilmington Police Department
William T. McLaughlin Public Safety Building
300 N. Walnut Street, Wilmington DE 19801
Attn: Chief Bobby Cummings

Prepared By: Norbert Butler
NC4 Contracts Rep: Linda Fitzpatrick
Initial Term: 3 Years following the Effective Date of Agreement
Product/Services Selected: NC4 Street Smart™ w/Managed Services
Number of Sworn Officers: 320

LICENSE FEES	
Initial License Set Up Fee (One-time) Includes installation of NC4 Street Smart and connection to one (1) feed (e.g., computer aided dispatch (CAD), records management system (RMS), or offender data base). If additional feeds, configuration or customization are desired, additional fees will apply at NC4's then-current Professional Services rates.	$ 33,000.00
NC4 Street Smart Software License (One-time) License Fees do not cover any third party software licenses. Price assumes Customer owns the following software licenses: Microsoft SharePoint, SQL Server, Windows Server, and ArcGIS.	$ 128,800.00
Total One-Time License Fees	$ 161,800.00
MAINTENANCE AND SUPPORT	
Three (3) Years Maintenance & Support at $ 33,488.00 per year	$ 100,464.00
MANAGED SERVICES*	
Managed Services Set Up Fee (One-Time)	$ 29,000.00
Annual Managed Services – Year 1	$ 19,000.00
Annual Managed Services – Year 2	$ 19,950.00
Annual Managed Services – Year 3	$ 20,947,50
Total Managed Services Fees	$ 88,897.50
TOTAL FEES – 3 Year Cost of NC4 Street Smart w/Managed Services	
License Fees	$ 161,800.00
Maintenance & Support Fees (3 years)	$ 100,464.00
Managed Services (3 years)	$ 88,897.50
Total Fees w/Managed Services (3 years)	$ 351,161.50
12.0% Discount for Prepaid Three Year Commitment*	$ 42,139.38
Total Discounted Fees w/Managed Services (3 Years)	$ 309,022.12
*No early termination for convenience (or refunds) for three year commitment	

INVOICING AND PAYMENT TERMS

<u>Invoicing.</u>
Upon signing of this Agreement, NC4 will invoice the Three Year discounted Fees w/Managed Services in the amount of $309,022.12. On-going annual fees beyond the three-year term, if applicable, will be invoiced annually thereafter in advance.

<u>Payment Terms</u>. Payments are due no later than thirty (30) days after receipt of NC4 invoice.

<u>Additional Fees</u>. Credit card payments are subject to a 3% processing fee.

SCHEDULE B

NC4 MANAGED SERVICES AND CUSTOMER SUPPORT POLICY

(On Following Page)

<div align="center">

NC4 STREET SMART™ MANAGED SERVICES
Service Levels and Standard Customer Support Policy

</div>

Three ways to contact Support:
Phone: 800-209-2312
Email: support@nc4.us
Support site: https://support.nc4.us

Uptime Availability

NC4 will maintain 98% total availability of the software and Service to Company (for purposes of this support policy, "Company" shall refer to NC4's Customer) measured on a monthly basis, excluding scheduled maintenance of 4 hours per month or less ("Scheduled Maintenance"). NC4 will provide Company with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Company in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM ET to 8PM ET ("Normal Business Hours".) Emergency repairs will be performed as required and NC4 will promptly notify Company of such action.

Service Level Definitions

LEVEL 1 – Support provides the following services:

- Forgotten ID's and passwords
- Account expiry issues (ID and password changes)
- Day-to-day use of the NC4 Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:

- Additional contact with the customer to continue to triage the support request and resolve items such as:
  - Data issues including integrity and accuracy
  - Problems with maps including geo-location inaccuracies
  - Problem with CAD or other related Crime data feeds
  - Problems with included third-party components
  - Server imbalance
  - Performance issue
  - Interface with Level 3 support team to help identify a resolution

LEVEL 3 – Support services provide code level changes to the application

- Identification and resolution of a software failure which requires a patch or fix
- Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes

Severities

Severity 1 High Priority Critical	**Definition:** System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7. NC4 will provide the status of the work request every hour on the hour via telephone to the customer via the contact points mentioned above.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. NC4 support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, NC4 will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 2 Medium Priority	**Definition:** Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST to 8PM EST. Requests will be responded to within 4 hrs during these business hours. NC4 will provide the status of the work request on a daily basis at the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. NC4 support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, NC4 will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 3 Low Priority	Definition:
	Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically a workaround is available. Priority Three Defects do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs. NC4 will provide the status of the work request every three days the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. NC4 support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition:
	Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs.
Resolution Time	NC4 support team will work on the problem / request during normal office hours until the problem is resolved with the assistance of the customer.

Remedy

If NC4 does not meet its system availability commitment of 98%, as set forth above, upon Company's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Company may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with NC4 and its network or data center. No credit will be given if it is determined the problem is at Company, the Internet, or otherwise out of NC4's control.

SCHEDULE C

CITY OF WILMINGTON GENERAL TERMS AND CONDITIONS

(On Following Page)

CITY OF WILMINGTON
GENERAL TERMS AND CONDITIONS

1. Independent Contractor

NC4 Public Sector, LCC ("Consultant") (and its employees and agents) is an independent contractor and not an employee of the City.

2. Use of Subcontractors.

Consultant may not use any subconsultants or subcontractors to perform the services required under this Agreement without the approval of the City.

3. Discrimination.

In the performance of this Agreement, the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, sexual orientation, race, religion, color, or national origin.

4. Insurance Coverage.

Consultant shall provide insurance coverage for itself and all of its employees, if any, used in connection with this Agreement as follows: workers' compensation as required by law; comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars ($1,000,000.00). Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the City. Consultant shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured.

5. Indemnification.

Consultant shall defend, indemnify, and hold harmless the City, its employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorney's fees, resulting from the acts or omissions of

Consultant, its employees, agents, subcontractors, or subconsultants in performing the services required under this Agreement.

6. Records.

Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. Such records shall be made available for audit purposes to the City or its authorized representatives upon request.

7. Reserved.

8. Business License.

Consultant shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.

9. Taxes.

Consultant shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

10.   Findings Confidential.

Any plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy, maps, graphics, slides, and documents prepared, assembled, drafted or generated by Consultant under this Agreement are confidential, and Consultant agrees that such documents shall not be made available to anyone, without the prior written approval of the City.

11.   Reserved.

12. Notices

Any notice which is required or may be given in connection with this Agreement shall be addressed to the parties as follows:

The City:

> City of Wilmington
> Office of the Mayor
> 800 N. French Street, 9th Floor
> Wilmington, DE 19801
> Attn: Mayor

Consultant:

> NC4 Public Sector, LLC
> 100 N. Sepulveda Blvd., Suite 200
> El Segundo, CA 90245

13. Oral Modifications.

This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

14. Successors and Assigns.

This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the City and Consultant, and their respective legal representatives, successors, and assigns.

15. Applicable Law and Dispute Resolution.

The laws of the State of Delaware shall govern this Agreement. All disputes in connection with this Agreement shall be resolved by the courts of the State of Delaware. Consultant agrees to submit exclusively to the jurisdiction and venue of said courts.