

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: 2018-040 ILA with Kitsap County for Ridealong Lab Services

CONFORM AS TO DATES & SIGNATURES

- Approved by the Mayor: _____
- Approved by the City Council: 7/11/18
- Completion: 4/15/2021
- Recorded: _____
- Certificate of Liability: _____

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Department: _____
- Mayor
- Other: _____

Rhiannon Fernandez
City Clerk

7/12/18
Date

**AN INTERLOCAL AGREEMENT FOR
RIDEALONG LABS SERVICES**

THIS INTERLOCAL AGREEMENT FOR RIDEALONG LABS INC SERVICES ("Agreement") is made and entered into by and among Kitsap County, the City of Bainbridge Island, the City of Bremerton, the City of Poulsbo, the City of Port Orchard, the Suquamish Tribe, and the Port Gamble S'Kallam Tribe, collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

- A. The Interlocal Cooperation Act, Chapter 39.34 RCW, allows public agencies to enter into cooperative agreements to more efficiently provide services within their jurisdictions.
- B. The Kitsap County Sheriff's Office ("KCSO") has obtained grant funding from the Kitsap County Human Services Department to purchase and implement the RideAlong Labs Inc. ("RideAlong") application, a software tool which will be made available for use to law enforcement personnel to facilitate and enhance interactions between law enforcement and individuals with mental health issues.
- C. The RideAlong application is intended to provide information to assist law enforcement with the aim of reducing incarceration and recidivism of persons with mental health issues.
- D. KCSO has executed a contract with RideAlong for the application and is able and willing to make the application available for use by the Parties' sworn law enforcement personnel subject to the terms and conditions in this Agreement.
- E. The Parties desire to enter into this Agreement to cooperatively provide for the administration of the RideAlong application, and the corresponding activities of the Crisis Intervention Team and related policies (collectively "Program") for the benefit of law enforcement and the community.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and the mutual promises and covenants, the Parties agree as follows:

- 1. **PURPOSE.** The purpose of this Agreement is to provide for the joint and cooperative undertaking of the Parties to establish, implement and manage the Program, identify those persons responsible for administering the Program, and define responsibilities as contemplated in RCW 39.34.030. The Parties do not intend to create through this Agreement a separate legal or administrative entity subject to suit.
- 2. **RESPONSIBILITIES OF THE PARTIES.** The Parties acknowledge and agree as follows:
 - 2.1 Each Party will be required to execute a separate service agreement with RideAlong

Labs Inc. in order to obtain access to the RideAlong application and related materials and services and participate in the Program.

- 2.2 The Parties will work cooperatively to implement and utilize the Program, participate in user testing, and market and promote the Program to law enforcement personnel and the community.
 - 2.3 Each Party will designate one or more law enforcement personnel to participate as active members of the Crisis Intervention Team ("CIT"). Each Party will pay all costs associated with its personnel and equipment when participating as a CIT member.
 - 2.4 The CIT will initially meet once per week, if not more, to draft Program policies and procedures, and to review, develop, approve, upload and remove individual response plans, and perform any other functions necessary for the success of the Program. It is anticipated that the number of required CIT meetings will fluctuate, with more meetings required prior to and immediately after the launch of the Program.
 - 2.5 The Parties agree to comply with the policies and procedures developed and adopted by the CIT for the Program.
 - 2.6 Pursuant to RCW 10.93.040, personnel assigned to the CIT shall be considered the employees of the primary commissioning agency, which shall be solely and exclusively responsible for that employee. All rights, duties and obligations of the employer shall remain with the primary commissioning Agency. Each Party agrees to indemnify, defend and hold harmless the other Parties in any action arising from or related to the negligence of its own employees, including all costs of defense and attorney's fees.
 - 2.7 Each Party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and/or civil service rules and regulations with regard to its own employees.
 - 2.8 Personnel assigned as CIT members shall conform to their agency's rules and regulations, as well as CIT policy.
 - 2.9 All response plans developed by CIT and made available in the RideAlong application shall be considered confidential intelligence information essential to effective law enforcement and kept confidential by the Parties, except as provided by law. Each Party shall be solely responsible for the use of the application, and all associated information, by its own employees.
3. SOFTWARE AND LICENSE FEES. KCSO has obtained sufficient grant funding to pay for the RideAlong application software, services and license fees for the Parties for three (3) years, commencing on April 15, 2018. Should this Agreement be renewed or extended, each Party shall be responsible for paying the RideAlong per user license fee for their designated users of the software and associated fees. In such an event, this Agreement may

be amended to identify the amount, time, manner and method of payment. It is anticipated that KCSO, having contracted with RideAlong to provide the application, will be responsible for contract administration and the coordination of the payment of all license and associated fees to RideAlong on behalf of the Parties.

4. ADMINISTRATOR. KCSO shall function as the administrator of the Program for liaison purposes, in coordination and cooperation with the Parties. By functioning in this capacity, KCSO is not assuming responsibility or liability for the actions, or failures to act, by the other Parties and/or their respective employees.
5. DURATION. The term of the Agreement shall be coterminous with the term of the RideAlong Labs Software Services Agreement executed with KCSO, Exhibit A, not to exceed three (3) years. This Agreement may be extended or renewed by the mutual agreement of the Parties for additional consecutive terms which are coterminous with the term of the extension or renewal of the RideAlong Labs Software Services Agreement.
6. TERMINATION. Any Party may withdraw from this Agreement upon thirty (30) days prior written notice to the other Parties.
7. INDEMNIFICATION
 - 7.1 The Parties shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on disclosure of confidential information, data breach, or infringement of protectable interest under patent, copyright, trademark, or trade secret laws.
 - 7.2 Each Party shall save, defend, indemnify, and hold harmless the other Parties, and the other Parties' officers, employees, and agents, from and against any allegations, claims, and complaints, including reasonable attorneys' fees and costs, by third parties for any or all injuries to persons, damage to property, disclosure of confidential information, or infringement of a protected patent, copyright, trademark, or trade secret interest of such third parties, which claim arises from intentional, reckless, or negligent acts or omissions of the Party, its officers, employees, or agents. A Party's obligation to defend, indemnify, and hold harmless the other Party shall not be eliminated or reduced by any alleged concurrent negligence by the other Party. Any damages allowed shall be levied in proportion to the percentage of fault attributable to each Party, and each Party shall have the right to seek contribution from each of the other Parties in proportion to the percentage of fault attributable to each of the other Parties. Moreover, the Parties agree to cooperate and jointly defend any such matter to the fullest extent allowed by law. An agency that has withdrawn assumes no responsibility for the actions of the remaining members arising after the date of withdrawal but shall remain liable for claims of loss or liability arising prior to the effective date of withdrawal.
 - 7.3 The provisions of Section 7 shall survive for three years after the expiration or termination of this Agreement.

8. **PROPERTY.** The Parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a Party using this Agreement shall be held by the acquiring Party.
9. **NONDISCRIMINATION.** No Party shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.
10. **GOVERNING LAW, VENUE, WAIVER OF IMMUNITY**
 - 10.1 This agreement shall be governed by the laws of the State of Washington. Each party consents to the personal jurisdiction of the Superior Court of the State of Washington for all Party claims, disputes, proceedings or actions in any way arising under, or relating to, this agreement or the subject matter of this agreement. Venue for any such claim shall be exclusively in the Superior Court for the County of Kitsap. Each party hereby expressly grants a limited waiver of sovereign immunity to suit solely for the purposes of this provision. The Tribes will neither direct nor authorize their respective insurers to raise defenses of sovereign immunity or treaty rights on behalf of the Tribes for Party claims authorized by this provision.
 - 10.2 Nothing in this Agreement shall be construed to authorize any suit, execution, attachment, or judicial process against the persons or property of the Tribe or any of its officers, agents, or employees, or against the Tribal Council or any member thereof, other than as specifically provided herein. In no event shall this Agreement be construed to authorize attachment, execution or other judicial process against real property of the Tribe, any property held in trust by the United States or subject to a restriction against alienation imposed by federal law, or any funds held by or on behalf of the Tribe and derived from federal or state grants or contracts.
11. **EFFECTIVE DATE/FILING.** This Agreement will take effect when executed by KCSO and one other Party. Prior to its entry into force, this Agreement shall be filed with the Kitsap County Auditor's Office or, alternatively, listed by subject on the web site or other electronically retrievable public source in compliance with RCW 39.34.040.
12. **NOTICE.** All notices under this Agreement may be delivered or mailed to the Sheriff or Chief of the other Parties law enforcement agency. All notices mailed by regular post (including first class) shall be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.
13. **COMPLIANCE WITH REGULATIONS AND LAWS.** The Parties shall comply with all applicable rules and regulations pertaining to them in connection with the matters covered herein.

14. **IMPLIED CONTRACT TERMS.** Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
15. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, with each counterpart deemed an original. In the event that fewer than all named parties execute this Agreement, the Agreement, when filed as provided herein, shall be effective as between the Parties that have executed the Agreement to the same extent as if no other parties had been named.
16. **INDEPENDENT CAPACITY.** The employees and agents of each Party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that Party and shall not be considered, for any purpose, to be employees or agents of another Party to this Agreement. No Party shall have the authority to bind another Party nor control the employees, agents or contractors of another Party to this Agreement. All rights, duties and obligations of a Party shall remain with that Party.
17. **CHANGES, MODIFICATIONS, AND AMENDMENTS.** This Agreement may be changed, modified, or amended, only by written agreement executed by the parties hereto.
18. **ASSIGNMENT.** The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by a Party in whole or in part, without the express prior written consent of all other Parties and RideAlong Labs, Inc.
19. **DISPUTES.** In the event that a dispute arises under this Agreement, it shall be determined by a dispute board in the following manner: Each party to this Agreement shall appoint a member to the dispute board. The dispute board shall evaluate the facts, the terms of the Agreement and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the Parties.
20. **WAIVER.** A failure by any Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party.
21. **SEVERABILITY.** The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, shall not affect any other term or condition of the Agreement and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.
22. **SURVIVAL.** Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include, without limitation, Section 2 (Responsibilities of the Parties, Section 7 (Indemnification), and Section 10 (Governing Law/Venue).
23. **HEADINGS.** Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

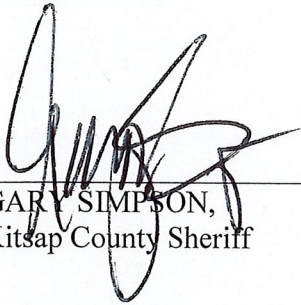
24. ENTIRE AGREEMENT. This Agreement, and Exhibit A, contains the entire understanding of the Parties and supersedes any other agreement or understanding of the Parties relating to the subject matter of this Agreement.
25. AUTHORIZATION. Any authorizations, actions required, or permitted to be taken, and any document required or permitted to be executed under this Agreement will be taken or executed only by a duly authorized representative of the party. Each party warrants and represents to the other that the person signing below has been properly authorized and empowered to execute this Agreement on behalf of the Party for whom they sign and, if applicable, to waive sovereign immunity as required by this Agreement.

[Signatures appear on the following pages]

Approved and executed this 1st day of December, 2018

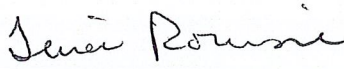
COUNTY OF KITSAP

APPROVED:



GARY SIMPSON,
Kitsap County Sheriff

APPROVED AS TO FORM:



TINA R. ROBINSON
Kitsap County Prosecuting Attorney

APPROVED:

KITSAP COUNTY BOARD OF COMMISSIONERS
PORT ORCHARD, WASHINGTON

*Board approval is not
required pursuant to
chapter 3.56 KCC*

ROBERT GELDER, Chair

Dated: _____

EDWARD E. WOLFE, Commissioner

Dated: _____

CHARLOTTE GARRIDO, Commissioner

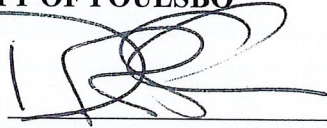
Dated: _____

ATTEST

DANA DANIELS, Clerk of the Board

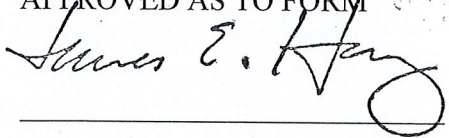
Approved and executed this 6 day of Sept, 2018

CITY OF POULSBO

By: 
DAN SCHODUNMAIER Chief of Police

By: 
BECKY ERICKSON, Mayor

APPROVED AS TO FORM



Jim Hanay, City Attorney

Date: 9/26/18

ATTEST



Rhianne Lomardo, City Clerk CMC

Date: 9/26/18

Approved and executed this 14th day of Jan., 201~~8~~⁹

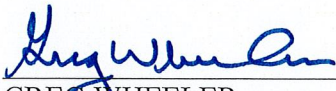
CITY OF BREMERTON

APPROVED:




JIM BURCHETT
Chief of Police

APPROVED:



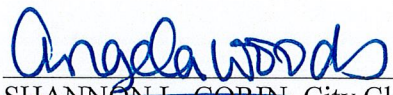
GREG WHEELER
Mayor

APPROVED AS TO FORM:



ROGER LUBOVICH, City Attorney

ATTEST:

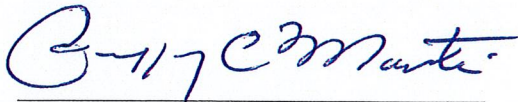


SHANNON L. CORIN, City Clerk
Angela Woods

Approved and executed this 25 day of Sept 2018

CITY OF PORT ORCHARD

APPROVED:



GEOFFREY C. MARTI
Chief of Police

APPROVED:



ROBERT PUTAANSUU
Mayor

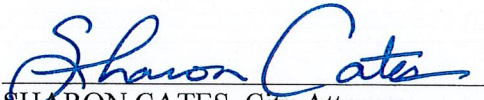
Dated:

9/26/18

Dated:

9/25/2018

APPROVED AS TO FORM:



SHARON CATES, City Attorney

ATTEST:



BRANDY RINEARSON, City Clerk



Approved and executed this 4 day of November, 2018.

CITY OF BAINBRIDGE ISLAND

Approved:

A handwritten signature in black ink, appearing to read "Mg Smith", written over a horizontal line.

MORGAN SMITH
City Manager

THE SUQUAMISH TRIBE
PORT MADISON INDIAN RESERVATION
RESOLUTION 2018-171

WHEREAS, the Suquamish Tribal Council is the duly constituted governing body of the Port Madison Indian Reservation by authority of the Constitution and Bylaws for the Suquamish Tribe of the Port Madison Indian Reservation, Washington, as approved on July 2, 1965, by the Under-Secretary of the United States Department of the Interior;

WHEREAS, under Article III of the Constitution and Bylaws of the Suquamish Tribe, the Suquamish Tribal Council is charged with the general governance of the Port Madison Indian Reservation and to this end, has the power, right, and authority to pass ordinances that govern the conduct of all people and regulate all property within the Tribe's jurisdiction, to provide for law and order and the administration of justice, and to take all actions necessary to carry these duties into effect so as to promote and protect the social and economic welfare of the Suquamish people;

WHEREAS, law enforcement agencies in Kitsap County are implementing use of the RideAlong app to provide law enforcement officers up to date information on mental health and substance abuse during encounters with citizens;

WHEREAS, in order to implement use of the RideAlong app, the jurisdictions must enter into an inter-local agreement;

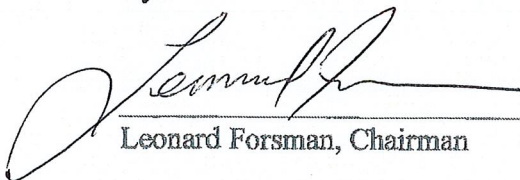
WHEREAS, Tribal Council believes that entering into the attached inter-local agreement is in the best interest of the Suquamish Tribe;

NOW THEREFORE, BE IT RESOLVED that the Suquamish Tribal Council hereby approves the attached contract and authorizes the Chairman or his designee to sign all pertinent documents to execute the attached contract.

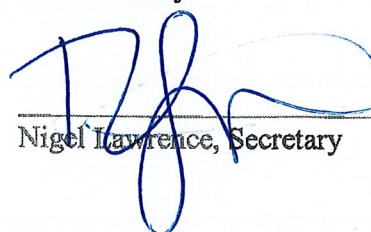
CERTIFICATION

The foregoing resolution was duly adopted on September 14, 2018 at a regular meeting of the Suquamish Tribal Council at which a quorum was present, by a vote of 5 for and 0 against, with 0 abstention(s), in accordance and pursuant to the authority vested in it by the Constitution and Bylaws of the Suquamish Tribe.

By:



Leonard Forsman, Chairman

Attested to by:


Nigel Lawrence, Secretary

Approved and executed this 14 day of Sep, 2018

SUQUAMISH TRIBE

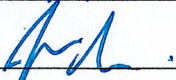
By: 

Title: Chairman

Approved and executed this 8 day of Oct, 2018

PORT GAMBLE S'KALLAM TRIBE

By: JEREMY SULLIVAN



Title: Chair

ATTACHMENT A

KITSAP COUNTY SHERIFF'S OFFICE – REALONG SERVICES AGREEMENT

KITSAP COUNTY SHERIFF'S OFFICE - RIDEALONG SERVICES AGREEMENT

This RideAlong Services Agreement ("Agreement") is entered into and effective as of April 15, 2018 ("Effective Date") by and between RideAlong Labs Inc., a Delaware corporation ("RideAlong") and the Kitsap County Sheriff's Office ("Customer").

1. RIDEALONG SERVICES AND MATERIALS

1.1 Services. RideAlong will use commercially reasonable efforts to provide the Customer with the Services during the term of the Agreement, subject to the terms and conditions of this Agreement. "Services" means access to the proprietary RideAlong behavioral health and substance abuse-related software platform that RideAlong provides to Customer (the "Platform") and the services related thereto specified in the Statement of Work attached to this Agreement as Exhibit B. RideAlong may provide all or any part of the Services directly or through, or with the assistance of, its affiliates, licensors, contractors, or service providers, subject to the terms and conditions of this Agreement, including security requirements. The total number of users who are actively accessing the Services at any given time may not exceed the maximum number of Concurrent Users specified in Exhibit A.

1.2 Restrictions. Customer may access and use the Services only in accordance with this Agreement, and solely for the purpose of Customer's own non-commercial law enforcement and first responder purposes. Any resale or service bureau business or similar activities with respect to the Services (or portion thereof) or other RideAlong data or information obtained through the Services are prohibited. Customer will not, and will not permit or assist any third party to, (a) alter, adapt, modify, translate, create derivative works of, (b) decompile, disassemble or otherwise reverse engineer or attempt to derive the source code of, or any technical data, know-how, trade secrets, processes, techniques, specifications, protocols, methods, algorithms, interfaces, ideas, solutions, structures or other information embedded or used in, (c) rent, lend, loan, lease, sell, distribute, or sublicense, (d) remove, alter, or obscure any proprietary or restrictive notices affixed to or contained in, or (e) circumvent or attempt to circumvent any technological protective measure contained in or supported by, the Services and any software, technology, systems, and other subject matter provided by RideAlong in connection with the Services.

RideAlong will not, and will not permit or assist any third party to, (a) alter, adapt, modify, translate, create derivative works of, (b) decompile, disassemble or otherwise reverse engineer or attempt to derive the source code of, or any technical data, know-how, trade secrets, processes, techniques, specifications, protocols, methods, algorithms, interfaces, ideas, solutions, structures or other information embedded or used in, (c) rent, lend, loan, lease, sell, distribute, or sublicense, (d) remove, alter, or obscure any proprietary or restrictive notices affixed to or contained in, or (e) circumvent or attempt to circumvent any technological protective measure contained in or supported by, any software, technology, systems, and other subject matter provided to RideAlong by Customer or accessed by RideAlong through Customer in connection with the Services, except otherwise provided in or necessary for the purpose of this Agreement.

1.3 Integrity. Customer shall not: (a) post, transmit or otherwise make available through or in connection with the Services any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment; (b) use the Services for any purpose or in any manner that violates applicable laws and regulations, is fraudulent, or violates the rights of others; (c) interfere with or disrupt the operation of the Services or the servers, systems, or networks used to make the Services available, including by hacking or defacing any portion of the Services; (d) restrict or inhibit any other person from using the Services; (e) frame or mirror any portion of the Services, or otherwise incorporate any portion of the Services into any product or service; or (h) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Services content, or reproduce or circumvent the navigational structure or presentation of the Services. RideAlong shall not post, transmit or otherwise make available through or in connection with the Services any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.

- 1.4 **Materials.** RideAlong hereby grants to Customer a limited, non-exclusive, personal, non-transferable, and non-sublicensable right, during the term of the Agreement, to access and use such Materials as and in the form provided by RideAlong solely as necessary to access and use the Services in accordance with this Agreement. “**Materials**” means certain software, documentation, and other materials relating to the Services or connected with the performance of the Services that RideAlong may provide to Customer.
- 1.5 **Permitted Agencies.** RideAlong will notify Customer if and when each of the agencies specified in Exhibit C has executed an agreement with RideAlong concerning such agency’s access to and use of the Services and Materials (each such agency, a “**Permitted Agency**”). Customer will work RideAlong to allow the Permitted Agencies to have access to the Services and Materials. Except as expressly provided by this Section 1.5, Customer will not sublicense or otherwise grant (or attempt to sublicense or otherwise grant) any of its rights or licenses pursuant to this Agreement to any other party.
- 1.6 **Third Party Resources.** Customer and RideAlong may, in connection with the provision and use of the Services and the Materials, receive access to third party data, services, content, software or applications, or receive open source software (“**Third Party Resources**”), which may be subject to separate terms. If so, those separate terms will prevail over this Agreement as to Customer’s or RideAlong’s, as applicable, use of Third Party Resources. Third Party Resources are provided by RideAlong and Customer on an “AS IS” basis, without indemnification, support, or warranty of any kind (except to the extent any of the foregoing are provided by the respective third party under the terms applicable to the Third Party Resources). RideAlong and Customer, as applicable, reserve the right to suspend or terminate access to or use of the Third Party Resources at any time. RideAlong and Customer, as applicable, will use commercially reasonable efforts to provide notice of such suspension or termination.
- 1.7 **Errors.** If either party discovers an error or malfunction with respect to the Services, such party shall promptly notify the other party thereof. The parties will cooperate to mitigate the impact of such error or malfunction. RideAlong may suspend use of the Services to address any such error or malfunction and Customer shall use good faith efforts to implement any reasonable corrective measures as RideAlong instructs and not use Services known to malfunction or be erroneous.
- 1.8 **Personnel.** RideAlong will assign employees and subcontractors with suitable qualifications to perform all Services. All such employees and subcontractors will have such background checks as are customary for third party accessing the Customer’s systems. Customer will provide a suitable and safe work environment for RideAlong employees and subcontractors while such employees and subcontractors are on Customer’s premises. While on Customer’s premises and when accessing the Customer’s software and data, and/or the software and data of any third party provided on behalf of the Customer, RideAlong and its employees and subcontractors will comply with all reasonable and applicable security practices and procedures generally prescribed and provided by Customer and the FBI’s Criminal Justice Information Services Division (“**CJIS**”) version 5.5 (or any later version requested by Customer in writing). RideAlong may replace or change employees and subcontractors as required at its sole discretion and at the reasonable request of the Customer.
- 1.9 **Ownership.** As between RideAlong and the Customer, RideAlong owns and will retain all right, title and interest in and to the Services, Materials, and any of its software, technology, systems and other subject matter provided by RideAlong in connection with the Services and any and all intellectual property rights relating thereto. No rights of any kind shall be implied pursuant to this Agreement.
- 1.10 **Proprietary Notices.** RideAlong agrees to clearly mark all confidential or proprietary RideAlong Materials. Customer agrees (a) not to remove, alter, or destroy any trademark, copyright, or other proprietary markings or notices placed upon or contained within any of the Services or any Materials, and (b) to ensure that all such markings and notices are reproduced and conspicuously appear on or within all copies, portions, extracts, and derivatives of any of the foregoing made by Customer pursuant to this Agreement.
- 1.11 **User Credentials.** RideAlong may provide, or permit each eligible Customer end user (“**User**”) to choose, a user name and password, and/or provide other access control or security credentials (collectively, the “**RideAlong User Credentials**”) that such User may use to access and use the Services in accordance with this Agreement. RideAlong reserves the right to suspend or revoke RideAlong User Credentials and access to or use of the Services in the event of any misuse, abuse, or failure to comply with the terms and

conditions of this Agreement. Customer, (a) is responsible for protecting (i) all RideAlong User Credentials, and (ii) access controls and security credentials issued by Customer and used to access and use the Services ((i) and (ii), collectively “**User Credentials**”) from disclosure to or discovery by third parties and any unauthorized use by third parties, (b) shall not provide any User Credentials to any party other than a User, and (c) shall remain fully responsible and liable for (and in no event shall RideAlong be responsible or liable for) any use, including any misuse, abuse, or unauthorized use, of any User Credentials and hereby authorizes any and all transactions, submissions, instructions, authorizations, and other acts initiated through the use of any User Credentials. In the event of any actual or suspected misuse, abuse, or unauthorized use, or any suspected disclosure to or discovery by third parties, of any User Credentials, or of any actual or suspected attempt to engage in any of the foregoing, Customer shall immediately notify RideAlong.

2. PAYMENT TERMS

- 2.1 Service Fees.** Customer will pay the fees and other amounts set forth in Exhibit A (collectively, the “**Fees**”). Customer will pay all Fees to RideAlong in U.S. dollars in accordance with the schedule set forth in Exhibit A. Any sums not paid when due will automatically accrue interest from the date when due until actually paid at the rate of 1.5% per month or the maximum rate allowed by law, whichever is less. In the event of any failure to timely pay any Fees or other sums owed hereunder when due RideAlong may suspend its performance of the Services, without limiting any other rights or remedies RideAlong may have under this Agreement or under applicable law.
- 2.2 Taxes and Other Charges.** RideAlong will pay all sales, use, personal property and other taxes resulting from this Agreement or any activities under this Agreement.

3. OBLIGATIONS

- 3.1 Compliance.** Customer is responsible for compliance with all laws and regulations applicable to Customer and its activities, including use of the Services. Customer is responsible for the selection and suitability of the Services. RideAlong may verify Customer’s compliance with this Agreement. If RideAlong seeks to verify Customer’s compliance, Customer will provide information and other materials as reasonably requested by RideAlong to assist in the verification. RideAlong is responsible for compliance with all laws and regulations application to RideAlong and its activities under this Agreement. Customer may verify RideAlong’s compliance with this Agreement. If the Customer seeks to verify RideAlong’s compliance, RideAlong will provide information and other materials as reasonably requested by County to assist in the verification.
- 3.2 Infrastructure.** Customer is responsible for obtaining, maintaining and paying for all hardware, software, network access, and all telecommunications and other services and equipment needed for Customer to access and use the Services (“**Infrastructure**”) and for ensuring that all such Infrastructure meets the minimum requirements applicable to such Infrastructure as may be identified by RideAlong from time to time. Notwithstanding anything to the contrary, RideAlong will have no responsibility with respect to any failure or interruption that is due to the Infrastructure or Customer’s failure to provide adequate Infrastructure, or for any security breach, loss of data, or similar event related to the Infrastructure.
- 3.3 Cooperation.** Customer acknowledges that Customer’s timely provision of (and RideAlong’s access to) Customer facilities, equipment, assistance, cooperation, and complete and accurate information and data from Customer’s officers, agents and employees (“**Cooperation**”) is essential to the performance and provision of the Services, and Customer agrees that RideAlong will not be liable for any deficiency in performing or providing the Services if such deficiency results from Customer’s failure to provide such Cooperation.
- 3.4 Reporting and Tracking.** During the term of the Agreement, RideAlong will automatically track, through the Services, the following information: (a) client-side analytics; (b) application performance; (c) specific information regarding errors and bugs; (d) logs; and (e) impact metrics. Customer may opt-out of such automatic tracking by providing RideAlong with written notice within fourteen (14) days of the Effective Date, in which event Customer agrees to provide RideAlong with written reports every week, which reports will disclose the information specified here in Section 3.4.

- 3.5 **Feedback.** By submitting any comments, suggestions, feedback, or ideas about the Services to RideAlong, including without limitation about how to improve the RideAlong's products or services ("**Feedback**"), Customer agrees that Customer's disclosure is gratuitous, unsolicited and without restriction and will not place RideAlong under any fiduciary or other obligation, and that RideAlong is free to use the Feedback without any additional compensation to Customer, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. Customer further acknowledges that, by acceptance of Customer's submission, RideAlong does not waive any rights to use similar or related ideas previously known to RideAlong, or developed by its employees, or obtained from sources other than Customer.

4. DATA

- 4.1 **Data Input.** Customer is responsible for ensuring that all data and other information entered by or on behalf of Customer or otherwise provided to RideAlong or obtained from Customer or its equipment or facilities (whether directly, or through RideAlong's systems) in connection with the Services ("**Customer Data**") is complete and accurate. Customer Data may include non-public data and information relating to identified or identifiable individuals ("**Identifiable Data**"). The Services and all information, analyses, and other output provided by RideAlong are based on the Customer Data as received by RideAlong, and RideAlong is not responsible for any error, omission, or inaccuracy of or based on or resulting from Customer Data. Customer hereby grants to RideAlong, (a) a non-exclusive right to access, reproduce, process and otherwise use the Customer Data in connection with the provision of Services hereunder for the term of this Agreement, and (b) a non-exclusive and perpetual right to reproduce, process, distribute, disclose, publish, analyze and otherwise use Customer Data in an anonymized form, including any data or other information generated through the processing of Customer Data in connection with the Customer's use of the Services and Materials ("**Data Output**"), as long as Customer is not identified as the source of such data.
- 4.2 **Ownership.** As between the parties, Customer exclusively owns all right, title, and interest in and to the Customer Data and Data Output. Notwithstanding anything in this Agreement or any Statement of Work to the contrary, RideAlong exclusively owns all right, title, and interest in and to any new features, conclusions, derivative works, and any other proprietary findings developed by RideAlong through its use of the Customer Data and Output Data, including any intellectual property rights therein.
- 4.3 **Subcontracting.** The authorizations granted to, and restrictions imposed on, RideAlong under this Agreement, including under this Section 4, will extend to service providers and other contractors exercising such rights and licenses on RideAlong's behalf. RideAlong may share Data, including Identifiable Data with such third parties who provide services on RideAlong's behalf under this Agreement. RideAlong shall ensure that its service providers and other contractors provided access to Identifiable Data shall be subject to all terms and conditions of this Agreement with respect to Identifiable Data. Otherwise, except as provided herein, RideAlong may disclose Identifiable Data only as RideAlong reasonably believes to be necessary or appropriate: (a) to comply with applicable legal requirements, including legal process and law enforcement requests; (b) to protect RideAlong's rights, property, and operations, including to enforce RideAlong's agreements, policies, and terms and conditions, and to protect the rights, property, and operations of RideAlong's affiliates, business partners, customers, or others; (c) to protect the personal safety of any individual; and/or (d) in the event of a sale or transfer of all or a part of RideAlong's business, assets, or stock. RideAlong shall give the Customer reasonable notice prior to disclosure of Identifiable Data.
- 4.4 **Data Authorizations.** Customer represents and warrants to RideAlong that Customer has obtained all rights, licenses and consents required to grant RideAlong the rights and licenses set forth in this Agreement.
- 4.5 **Data Security.** Each party will maintain, throughout the term of the Agreement, appropriate administrative, technical, and physical safeguards designed to ensure the security and confidentiality of Identifiable Data, to protect and safeguard against anticipated threats or hazards to the integrity of, and the unauthorized or accidental destruction, loss, alteration, access, or use of, Identifiable Data in the possession or control of such party. Each party shall notify the other party in the event of any unauthorized or accidental destruction, loss, alteration, access, or use of, Identifiable Data in the possession or control of such party. In the event of unauthorized access of Identifiable Data, RideAlong will immediately notify the

Customer's contract representative and will at its sole expense comply with all requirements of RCW 19.255.010, in effect at any given time.

5. WARRANTIES

- 5.1 Mutual Representations and Warranties.** Each party represents and warrants to the other party that (i) it has full power and authority to enter into and consummate this Agreement and upon execution will be legally bound by the terms and conditions hereof, and (ii) the execution, delivery and performance of this Agreement does not and will not contravene or constitute a default under, and is not and will not be inconsistent with, any judgment decree or order, or any contract, agreement or other undertaking, applicable to such party.
- 5.2 Services Warranty.** RideAlong represents and warrants that it will perform the Services in a professional and workmanlike manner, substantially in accordance with the material requirements set forth in this Agreement and any applicable Statement of Work. The sole and exclusive liability of RideAlong, and Customer's sole and exclusive remedy, for any failure of the Services to conform to the foregoing warranty, is for RideAlong to do one of the following (at RideAlong's sole discretion): (a) re-perform the affected Services in a manner that conforms to the foregoing warranty, or (b) terminate the non-conforming Services and refund to Customer a pro-rata portion of the Fees paid by Customer for such non-conforming Services.
- 5.3 Exclusions.** RideAlong's warranties under Section 5.2 do not apply to any act, omission, event, or circumstance, and RideAlong shall have no obligations or liabilities under the limited warranties set forth in Section 5.2 or with respect to any inability or failure (in whole or in part) to perform the Services in accordance with this Agreement, resulting (in whole or in part) from or with respect to any of the following (collectively, "Exclusionary Events"): (a) any use of the Services other than the unaltered version of the Services as and in the form provided by RideAlong hereunder; (b) any use of the Services other than in accordance with this Agreement and applicable user manuals issued by RideAlong; (c) any failure by Customer to promptly implement any update, upgrade, error correction, or any other option, bug-fix, or release, if any, made available by RideAlong to Customer without the payment of any additional fees by Customer, (d) any data and other information entered by or on behalf of Customer or otherwise provided to RideAlong or obtained from Customer or its equipment or facilities in connection with the Services, including any error, omission, or inaccuracy of or based on or resulting from Customer Data, (e) any failure by Customer to comply with any term or condition of this Agreement or any applicable law or regulation, and (f) any act, omission, event, or circumstance for which Customer is responsible pursuant to this Agreement, including with respect to Customer Infrastructure.
- 5.4 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTIONS 5.1 AND 5.2, THE SERVICES, AND MATERIALS ARE PROVIDED "AS IS" WITH NO WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, RIDEALONG DISCLAIMS ALL REPRESENTATIONS AND OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NONINFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, RIDEALONG DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, OR THAT ALL ERRORS, FAILURES OR DEFECTS WILL BE CORRECTED.

6. INDEMNIFICATION

- 6.1 RideAlong Intellectual Property Indemnification.** RideAlong will defend Customer against any claim, demand, suit or proceeding ("Claim") brought against Customer by a third party alleging that Services, Materials infringes or misappropriates a third party's copyright or trade secret rights in the United States, and RideAlong will pay all damages finally awarded against Customer by a court of competent jurisdiction as a result of such Claim, subject to the other terms and conditions of this Agreement. Notwithstanding the foregoing, RideAlong has no obligation to indemnify Customer with respect to use of the Services, or

Materials in a manner that is not permitted under the Agreement or that is inconsistent with any document provided by RideAlong to Customer.

- 6.2 **Customer Indemnification.** Customer will defend RideAlong against any Claim brought against RideAlong by a third party relating to or arising out of Customer's access and use of the Services or Materials, and Customer will pay all damages finally awarded against RideAlong by a court of competent jurisdiction as a result of such Claim, subject to the other terms and conditions of this Agreement.
- 6.3 **Indemnification Process.** A party's indemnity obligations set forth in this Section 6 are conditioned upon the indemnified party (a) providing prompt written notice to indemnifying party of any Claim for which indemnification is required; (b) giving the indemnifying party sole control of the defense and/or settlement of the Claim; and (c) providing the indemnifying party full cooperation and assistance with respect to the defense and settlement, provided that the indemnifying party shall not enter into any settlement or other compromise that materially adversely affects the indemnified party without indemnified party's written approval, which shall not be unreasonably withheld, delayed, or conditioned.

7. TERM AND TERMINATION

- 7.1 **Term.** This Agreement will remain in effect for the period specified in Exhibit A.
- 7.2 **Termination For Convenience.** Either party may terminate this Agreement at any time upon ninety (90) days written notice to the other party.
- 7.3 **Termination Upon Breach.** Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party in the event of a material breach by such other party (the "**Breaching Party**") of this Agreement, provided that such termination shall not be effective if such breach is cured by such Breaching Party within such thirty (30) day period, provided further, that if the Breaching Party's failure to cure is caused by the non-breaching party, the non-breaching party may not terminate this Agreement. Notwithstanding the foregoing, in the event of a material breach of this Agreement, the non-breaching party shall have the right, in addition to all other rights and remedies it may have, to suspend performance of its obligations under the Agreement. For clarity, any error or malfunction that renders the Platform unusable, inoperative or causes a complete failure of the Platform shall be deemed a "material breach" permitted Customer to terminate the agreement in accordance with the above, unless such breach is cured by RideAlong in accordance with the above, provided RideAlong's failure to cure is not caused by Customer.
- 7.4 **Other Termination.** Either party may terminate this Agreement, or modify, limit, or suspend the Services, if it determines, in its reasonable business judgment, that the continued provision of the Services poses security risks, a risk of infringement or other violation of any rights of third parties; or a risk of violating any applicable laws or regulations, or if either party becomes insolvent, subject to any bankruptcy or similar proceedings, or commences the dissolution or winding up of its business, or upon modification or termination of any agreements with licensors or service providers upon which either party relies to provide or receive the Services.
- 7.5 **Termination by Failure to Cure Errors.** Customer may terminate this Agreement upon written notice to RideAlong in the event of RideAlong's failure to correct or repair an error or malfunction that renders that substantially degrades the performance of the Platform or materially restricts Customer's or the Permitted Agencies' use of the Platform within sixty (60) days after Customer, as applicable, has notified RideAlong in writing of such error or malfunction.
- 7.6 **Effect of Termination.** In the event of any expiration or termination of this Agreement all rights, licenses, and obligations under this Agreement shall immediately terminate. The following Sections shall, to the extent applicable, survive any expiration or termination of the Agreement: 1.9, 2,3,5, 4.1, 5.4, 7.5, 7.5, 8, 9 and 10. No expiration or termination of the Agreement shall affect any right or liability of a party accrued before the effective date of such expiration or termination. All payments outstanding at the time of termination shall become immediately due and payable, unless otherwise provided herein.
- 7.7 **Data on Termination.** Upon termination or expiration of this Agreement, RideAlong shall without undue delay (a) provide to the Customer a copy of all Data provided to RideAlong or obtained from Customer or

its equipment or facilities in connection with the Services. Such Data shall be provided at no cost to Customer, in a sql data set, and (b) return to Customer, or at the option of Customer, destroy all tangible items and embodiments of Identifiable Data and all copies thereof and provide written certification of such destruction or return by a RideAlong representative.

8. CONFIDENTIAL INFORMATION

- 8.1 Definition.** “Confidential Information” means (a) all information, data, or materials that a party (“Discloser”) has disclosed or otherwise made available to the other Party or any of its affiliates or representatives (“Recipient”), or which the Recipient has observed or otherwise obtained from Discloser, whether made available orally, in writing or in electronic form, provided that such information, data, or materials (i) is clearly marked as “proprietary” or “confidential” at the time of disclosure, or (ii) if disclosed in a form not susceptible to marking, is described and designated as “proprietary” or “confidential” in a writing provided to the Recipient within thirty (30) days of such disclosure, or (iii) should reasonably be deemed confidential under the circumstances, and (b) any copies, extracts, portions, and derivatives of any of the foregoing. For clarity, the “Confidential Information” of RideAlong includes, the Services and Materials -(including the object code thereof, the source code thereof, and any technical data, know-how, trade secrets, processes, techniques, specifications, methods, algorithms, interfaces, solutions, structures, and other information embodied in any of the foregoing).
- 8.2 Use and Disclosure Restrictions.** The Recipient agrees: (a) to maintain the Confidential Information of the Discloser in strict confidence; (b) not to disclose such Confidential Information to any third parties; and (c) not to use any such Confidential Information for any purpose other than to exercise its rights or perform its obligations under this Agreement. Recipient will treat Confidential Information of the Discloser with the same degree of care as it accords to its own Confidential Information, but in no event with less than reasonable care. Recipient may disclose the Confidential Information of Discloser to its directors, officers, and employees and the Permitted Agencies (collectively, “Representatives”), who have a bona fide need to know such Confidential Information, provided that each such Representative is bound by a legal obligation as protective of the other party’s Confidential Information as those set forth herein. Recipient’s obligations under this Section 8.2 will continue in effect for a period of three (3) years from the date of last disclosure of Confidential Information by Discloser.
- 8.3 Exclusions.** The obligations of Recipient under Section 8.2 will not apply to any Confidential Information that: (a) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of Recipient (or any of its Representatives, affiliates, or agents) or any third party subject to any use or disclosure restrictions with respect to such Confidential Information; (b) was known by or lawfully in the possession of Recipient, prior to receiving such information from Discloser, without restriction as to use or disclosure; (c) is rightfully acquired by Recipient from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (d) is independently developed by Recipient without access, use or reference to any Confidential Information of Discloser.
- 8.4 Required Disclosures.** The provisions of this Section 8 will not restrict Recipient from disclosing Discloser’s Confidential Information to the extent required by any law or regulation or compelled by a court or administrative agency of competent jurisdiction, provided that, to the extent permissible under law, Recipient uses reasonable efforts to give Discloser advance notice of such required disclosure in order to enable Discloser to prevent or limit disclosure.
- 8.5 Return or Destruction of Confidential Information.** Upon termination of the Agreement, Recipient will promptly return to Discloser or, at Discloser’s option, destroy all tangible items and embodiments containing or consisting of Discloser’s Confidential Information and all copies thereof and provide written certification of such destruction or return by an authorized person.
- 8.6 Injunctive Relief.** Recipient agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information will cause irreparable harm and significant injury to Discloser, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, will have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 8, without the necessity of posting any bond or other security. Recipient will notify

Discloser in writing immediately upon Recipient's becoming aware of any such breach or threatened breach.

9. LIMITATION OF LIABILITY

- 9.1 TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF OR INACCESSIBLE DATA OR INFORMATION, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, INDEMNIFICATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER RIDEALONG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.2 RIDEALONG'S TOTAL CUMULATIVE INDEMNIFICATION OBLIGATION FOR THIRD PARTY CLAIMS ARISING OUT OF ANY UNAUTHORIZED OR ACCIDENTAL ACCESS OR USE OF ANY OF CUSTOMER'S IDENTIFIABLE DATA CAUSED BY RIDEALONG'S NEGLIGENCE WILL NOT EXCEED \$200,000.00.
- 9.3 CUSTOMER'S TOTAL CUMULATIVE INDEMNIFICATION OBLIGATION FOR THIRD PARTY CLAIMS ARISING OUT OF CUSTOMER'S ACCESS AND USE OF THE SERVICES AND MATERIALS CAUSED BY CUSTOMER'S NEGLIGENCE WILL NOT EXCEED \$200,000.00.
- 9.4 EXCEPT FOR THIRD PARTY CLAIMS ARISING UNDER SECTIONS 9.2 AND 9.3, EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED \$75,000.00, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, INDEMNIFICATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER RIDEALONG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 9.5 **Disclaimer of Damages.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY, RIDEALONG DISCLAIMS ALL LIABILITY RELATED TO OR ARISING OUT OF CUSTOMER'S USE OR CUSTOMER'S MISUSE OF THE SERVICES OR MATERIALS OR CUSTOMER'S FAILURE TO REPORT ANY ERRORS OR BUGS IN THE SERVICE, OR MATERIAL TO RIDEALONG, INCLUDING, BUT NOT LIMITED TO, ANY DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR RELATED THERETO.

10. GENERAL

- 10.1 **Force Majeure.** Except with respect to Customer's obligation to make timely payments, neither party will be responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosion, earthquakes, floods, wars, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation facilities, acts or omissions of carriers or suppliers, or other causes beyond its reasonable control.
- 10.2 **Severability.** In the event that any provision of the Agreement (or any portion hereof) is determined by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from the Agreement, while the remainder of the Agreement shall continue in full force and remain in effect according to its stated terms and conditions.

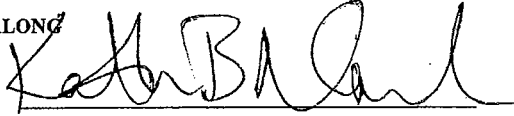
- 10.3 Assignment.** Neither party may assign this Agreement or any of its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. This Agreement will bind each party and its successors and assigns in any manner in accordance with applicable law (such as in accordance with 48 C.F.R. § 42.12 or the Assignment of Claims Act (31 U.S.C. § 3727)).
- 10.4 Government End User Rights.** Customer acknowledges and agrees that no part of the Services, or Materials or Additional Services was first produced in the performance of a U.S. Government or Washington Governmental Authority contract. Customer further acknowledges and agrees that the Services, Materials and Additional Services are a “commercial item” as defined in 48 C.F.R. § 2.101 and any corresponding Washington Governmental Authority statutes and/or regulations (the “**State Legal Requirements**”). Accordingly, if Customer is a U.S. Government agency, department or instrumentality or Washington Governmental Authority or if Customer is providing all or any part of the Services, Materials or Additional Services to the U.S. Government (or any agency, department or instrumentality of the U.S. Government) or Washington Governmental Authority, such use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and data, is restricted in accordance with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-2, and 48 C.F.R. § 227.7202, or comparable State Legal Requirements, as applicable. Consistent with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-1 through 48 C.F.R. § 227.7102-3, and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, or comparable State Legal Requirements, as applicable, and the Services, Materials and Additional Services are made available to U.S. Government or State Governmental Authority, as applicable, end users (a) only as a Commercial Item, and (b) with only those rights as are granted to all other users pursuant to this Agreement and any related agreement(s), as applicable.
- 10.5 Disputes.** If Customer is not the U.S. Government (or any agency, department or instrumentality of the U.S. Government), then this Agreement is to be construed in accordance with and governed by the internal laws of the State of Washington without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement will be commenced in Kitsap County, Washington and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.
- 10.6 No Waiver.** No course of dealing, course of performance or failure of either party strictly to enforce any term, right or condition of this Agreement will be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement will be construed to be a waiver of any subsequent breach of the same or any other provision.
- 10.7 Relationship of the Parties.** This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and the parties will at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.
- 10.8 Publicity.** Customer agrees and acknowledges that RideAlong may identify Customer as a customer of the Services in RideAlong’s customer lists, on RideAlong’s website and in its marketing, promotional, and similar materials by Kitsap County Sheriff’s Office name. RideAlong may not, without the prior written consent of Customer, use the Kitsap County Sheriff’s Office logo, or describe Customer’s use of RideAlong’s products, software, and services, how it benefits Customer, for example in the form of case studies published on RideAlong’s website or in other materials, and that Customer is an early adopter of the Services.
- 10.9 Notices.** All notices required hereunder will be in writing, will reference this Agreement and will be deemed to be properly given: (a) when delivered personally; (b) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (c) two (2) business days after deposit with an express courier, with written confirmation of receipt; or (d) when sent by email, with electronic confirmation of receipt. All notices will be sent to the address specified on the signature page of this Agreement (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 10.8).

10.10 Complete Agreement and Conflicts. This Agreement, any exhibits and schedules attached to it, and any other terms and conditions incorporated by reference herein, contain the entire understanding of the parties with respect to the subject matter hereof, and supersede any and all related prior understandings, agreements, representations, negotiations and discussions, whether oral or written. This Agreement cannot be modified or amended except in a writing signed by both parties. Notwithstanding anything herein to the contrary, any conflicts or disputes between the terms of this Agreement and each Statement of Work shall be resolved in favor of the Agreement, unless explicitly stated otherwise in the Statement of Work.

[Signatures on Following Page]

RIDEALONG

By:



Name: Katherine Nammacher _____

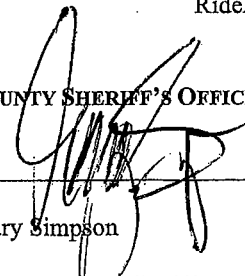
Title: CEO & Co-Founder _____

Address for Formal Notice:

RideAlong Labs Inc.
155 9th Street
San Francisco, CA 94103
Attn: Katherine B. Nammacher, CEO & Co-Founder

KITSAP COUNTY SHERIFF'S OFFICE

By:



Name: Gary Simpson _____

Title: Kitsap County Sheriff _____

Address for Formal Notice:

Kitsap County Sheriff's Office
614 Division St # Ms-37
Port Orchard, WA 98366
Attn: Gary Simpson, Sheriff

EXHIBIT A

CONTRACT SUPPLEMENT

1. **Term.** This Agreement will commence on the Effective Date and, unless earlier terminated pursuant to the terms hereof, will continue for a period of three (3) years. The parties agree to meet at least ninety (90) days, but no more than one hundred and twenty (120) days, prior to the expiration of the term of this Agreement to discuss, in good faith, renewal terms.
2. **Fees.** The total amount due under this Agreement shall not exceed a total of \$150,000. Customer will pay to RideAlong (i) upon signing of this Agreement, a fee of Seventy Five Thousand Dollars (\$75,000.00), which fee shall be non-refundable and non-recoupable; (ii) upon launch of the Platform at the end of Phase One, as further described in Exhibit B, a fee of Twenty Five Thousand Dollars (\$25,000.00), which fee shall be non-refundable and non-recoupable; and (iii) upon the commencement of Phase Two, as further described in Exhibit B, the final fee of Fifty Thousand Dollars (\$50,000.00), which fee shall be non-refundable and non-recoupable, will be due within thirty days of receipt of the final invoice from RideAlong.
3. **Maximum Concurrent Users.** Unlimited.

EXHIBIT B
STATEMENT OF WORK

1. OVERVIEW

This Statement of Work is entered into under that certain RideAlong Services Agreement, by and between RideAlong Labs Inc. and Kitsap County Sheriff's Office (the "**Agreement**"). Any term not defined in this Statement of Work shall have the meaning set forth in the Agreement.

RideAlong will work with Customer and the Permitted Agencies to deploy RideAlong's proprietary behavioral health and substance abuse-related software platform to Customer and the Permitted Agencies. Designated content managers from Kitsap County ("**Agency Content Managers**") will administer the tailored content within the application. The Kitsap County Information Services Department ("**Kitsap IS**") will work with RideAlong and Agency Content Managers to deploy the application.

Within this Statement of Work, RideAlong will work with Customer to: customize and launch the current application (Phase One), build out additional features for the application including any additional enhancements for the Permitted Agencies (Phase Two), and maintain the application (Phase Three). This Statement of Work encompasses Phases One, Two, and Three of this process. These three stages (Phases One, Phase Two, and Phase Three) constitute the full package of work.

1.1 Contract and Legal Relationship between RideAlong and Permitted Agencies

Customer will work with RideAlong to launch the application to the Permitted Agencies. This Statement of Work will cover Phase One, Phase Two, and Phase Three. 12 months after signing the Agreement, Customer and the Permitted Agencies will transition into Phase Three, a maintenance relationship with RideAlong for the remainder of the contract.

2. TECHNICAL REQUIREMENTS**2.1 Environment, infrastructure and interfaces/exchanges**

The RideAlong team and Kitsap IS employees will identify the necessary connections and/or data to ensure ongoing access throughout Version 0.0.09 and Version 1. Connections for the application also include tools to: provide client-side analytics (i.e. bounce rate, etc.), monitor application performance (i.e. slow page loads, etc.), monitor errors (i.e. identifying specific information about bugs automatically, etc.), and manage logs (i.e. compliance with log requirements, etc.).

3. SUPPORT AND MAINTENANCE**3.1 Bug Priority Definitions, Process, and Expectations**

The RideAlong team will provide varied level of supports depending on the severity of the issue.

Bug reports will be captured through a combination of the application itself (through error monitoring and an internal messaging system, as well as the Customer and Permitted Agencies reporting bugs on an ongoing basis to RideAlong. Within the RideAlong app, the internal messaging system will allow officers (in both the Customer agency and the Permitted Agencies) to submit content, usability, and technical bug reports directly through the application to Agency Content Managers and RideAlong. The internal messaging system has been chosen because it is more secure than email and other forms of communication. Most bug reports coming through the internal messaging system are expected to be major or minor priority level (as defined below). For any critical or blocker bug reports submitted through the messaging system, RideAlong will alert Kitsap IS and Agency Content Managers about the report.

Below is the support and maintenance plan for feedback and bugs reported coming directly to Kitsap IS about RideAlong during Phases One, Two, and Three. This support plan lays out the expected process for Kitsap IS, Agency Content Managers, and RideAlong to address and fix technical bugs.

Bug Priority Level	Definition	Example
Blocker	The application is down, or no one can log in, etc. Includes data corruption and major security risks. This must be actively interfering with regular usage of the app.	Users are unable to log into the application.
Critical	Something is broken and impacting people's ability to use major features of the application. There is no easy workaround or no workaround at all. Includes minor security risks. Key data about individuals included in the application is not appearing correctly.	An error occurs on the first login attempt; Agency Content Managers is unable to assign an order to the strategies in the Response Plan.
Major	A highly irritating bug or looks bad, but there is a workaround.	Date validation does not work if you do not include the leading zeros.
Minor	A cosmetic bug, or otherwise not impacting key application's functionality.	Icons are not centered with the header title.

Bug Priority Level	Kitsap Process	RideAlong Availability to Notice	RideAlong Time to Plan or Fix Response	Notes
Blocker	RideAlong, the Agency Content Managers, and Kitsap IS jointly confirm that the bug is a blocker bug. Kitsap IS confirms that bug is not generated from their systems, Customer and/or Permitted Agencies emails and (if needed) texts RideAlong.	The Customer and/or Permitted Agencies can contact RideAlong as needed 24/7. RideAlong will reply as soon as the team gets that message (within 6-10 hours). Once notified, RideAlong will work with the Customer, Kitsap IS and the Agency Content Managers in communication about possible resolutions.	Once aware of the issue, RideAlong will follow-up 6 – 72 hours after initial response with next steps (creating plan, fixing code, launching new code, etc.) based on the issue's complexity.	If a Blocker Bug arises caused by the Customer's and/or Permitted Agencies' systems, the Kitsap IS will inform RideAlong of the event via email within 24 hours.
Critical	RideAlong, the Agency Content Managers, and Kitsap IS jointly confirm that the bug is a critical bug. The Customer and/or Permitted Agencies confirm that bug is not generated from their systems. Kitsap IS and/or Agency Content Managers emails and (if needed) texts or calls RideAlong.	RideAlong team is available via email 24/7 (first option) or phone Monday through Friday 9 am – 6 pm, and will confirm receipt of Critical bugs within 1 business day. Once notified, RideAlong will work with the Customer, Kitsap IS	With Critical bugs, RideAlong will make a good faith effort to fix this by the next normally-scheduled code release.	On a per-case basis, RideAlong, Kitsap IS, and Agency Content Managers will jointly determine if a Critical bug should be (and can be) released sooner.

		and the Agency Content Managers about possible resolutions.		
Major	RideAlong, Agency Content Managers, and Kitsap IS jointly confirm that the bug is a major bug. The Customer and/or Permitted Agencies confirm that bug is not generated from their systems. The Customer and/or Permitted Agencies email RideAlong.	RideAlong team is available via email and will confirm receipt within 1 business day. Once notified, RideAlong will work with the Customer, Kitsap IS and the Agency Content Managers about possible resolutions.	These will be prioritized by RideAlong within feature releases and planned work by RideAlong as part of the bi-monthly code release schedule.	
Minor	RideAlong, Agency Content Managers, and Kitsap IS jointly confirm that the bug is a minor bug. The Customer and/or Permitted Agencies confirm that the bug is not generated from their systems. The Customer and/or Permitted Agencies email RideAlong.	RideAlong team is available via email 24/7 and will confirm receipt within 1 business day. Once notified, RideAlong will work with the Customer, Kitsap IS and the Agency Content Managers about possible resolutions.	These will be prioritized by RideAlong within feature releases and planned work by RideAlong as part of the bi-monthly code release schedule.	

RideAlong will share a monthly report of work for Phase One and Two that includes all fixed bugs, high priority or high impact bug reports filed, and features worked on (research, development, and release) during the regularly-schedule check in meetings with Kitsap IS and the Agency Content Managers.

Initial Launch Week (in Phase One)

During Phase 1, RideAlong will be available 8 am – 10 pm PT over the phone and by email during the first week after launch. After the first week, the immediate response will depend on the severity of the bug and its effects on the application in use.

Phase One, Phase Two & Phase Three (After First Two Weeks Post-Launch)

Below are two tables that lay out the definition of the bug priority level, as well as the process between Kitsap IS, the Agency Content Managers, and RideAlong depending on the bug.

4. PHASE ONE (ESTIMATED TO BE 120 DAYS)

4.1 Version 1 (Cloud); Initial deployment of RideAlong Application

The work will be roughly divided into the following categories, some of which will overlap.

Phase One is focused on adapting the tool to meet Customer’s and Permitted Agencies’ needs and launching the application for all law enforcement officers of Customer and Permitted Agencies. This includes: Kitsap IS reviewing the application and ensuring it meets all Customer requirements and RideAlong making code adjustments to fulfill changes requested and mutually agreed upon; Kitsap IS providing the RideAlong application’s servers access to core databases essential for its use (this includes databases that store RMS information); RideAlong and Kitsap IS jointly establishing a process for reviewing and deploying any bug fixes for the immediate post-launch period; releasing training on the application to law enforcement officers (Agency Content Managers); and fixing any technical (Kitsap

IS and RideAlong) and content (Agency Content Managers and RideAlong) bugs during a 2-4 week process post-launch.

RideAlong will continue to collect, categorize, prioritize, and fix key bugs and features as reported by users. For the first two weeks, RideAlong will send out a report twice a week to key stakeholders (exact people TBD), then switch to report outs during the regularly-schedule check in meetings with Kitsap IS and the Agency Content Managers. RideAlong, Kitsap IS, and Agency Content Managers will develop a process to receive, prioritize, and fix bug reports. RideAlong will be responsible for application bug fixes, Agency Content Managers for content issues within profiles, and Kitsap IS for connection into databases and systems and networking.

During the first week after launch, the RideAlong team will be available from 8 am to 10 pm PT every business day that week. The following week, the team will be available from 9 am – 6 pm PT to be contacted about all regular bug reports and questions. If there is an issue that is defined as “blocker” (see Support and Maintenance section for definition), then Customer, Kitsap IS, and/or Agency Content Managers can call RideAlong as needed (outside of normal hours and on the weekends) to establish a plan to resolve the “blocker” bug. Further information about support and maintenance is outlined above.

- A. **Onboarding (2 weeks, remote).** The RideAlong team will work with the Customer to prepare for the partnership. This will include meeting with key stakeholders among city and county staffs (and Permitted Agencies’ leadership as needed), setting up meetings, aligning community resources, ensuring access to relevant data, and setting up logistics like access to buildings during the research phase. Preparation may include some baseline research and evaluation.
- B. **Research (6 weeks).** The RideAlong team will conduct interviews and research with government staff, law enforcement officers, residents, and community groups to inform and drive development of technology tools and approaches. The key focuses will be generative research to scope of the project for Phases One and Two, and identify specific features required for the Phase One launch.
- C. **Systems Integration (8 weeks).** On the Kitsap IS side, RideAlong will coordinate with the Kitsap IS to secure access to data and tools.
- D. **Review agency launch requirements (8 weeks):** RideAlong will work with Kitsap IS to ensure that all technical, security, and compliance requirements for the application are met.
- E. **Kitsap County-Specific Feature Development (10 weeks).** RideAlong will identify the key features to adapt the tool to meet the Customer’s and Permitted Agencies’ needs based on research. The team will prototype solutions and test them remotely with law enforcement officers.
 - a. RideAlong will return to Kitsap County as required to conduct user testing and gain feedback to ensure features meet officer expectations and needs.
 - b. The Customer and Permitted Agencies will make 10 officers available for an hour of one-on-one testing per person. These officers will need to be a diverse set of officers in terms of: age, gender, shift times, jurisdiction, CIT / non-CIT trained, race, and years as law enforcement officers.
- F. **Preparation for Launch (2 weeks).**
 - a. Testing (Unit, Quality Assurance and User Acceptance Testing with Agency Content Managers)
 - b. Preparation for Deployment
 - i. Establish a deployment pipeline for a triage period
 - ii. Agency Content Managers confirm that all response plans within the app are created and up-to-date
 - c. Ensure officers understand how to use RideAlong through training. The training process will be determined jointly between RideAlong, Kitsap IS, Agency Content Managers, the Customer and

Permitted Agencies.

- G. Deploy to Production (4 weeks).** RideAlong will coordinate with Kitsap IS, the Customer and Permitted Agencies to launch the application to law enforcement officers across the Customer and Permitted Agencies. This will include identifying which individuals should have profiles in the application, and how to make sure there's content in the app for launch.
- a. Add all live links to the CAD system (or a similar equivalent, as jointly determined by RideAlong and Kitsap County)
 - b. Add a link to RideAlong on any relevant internal pages for the Permitted Agencies that link to software tools
 - c. Agency Content Managers will email all users about the application now being ready for use
- H. Triage and Immediate Technical Bug Fixes (2-4 weeks).** RideAlong and Kitsap IS will jointly establish a process for reviewing and deploying any bug fixes for the immediate post-launch period, fixing any technical (Kitsap IS and RideAlong) and content (Agency Content Managers and RideAlong) bugs for immediately post-launch.
- RideAlong Team on-site for 2-4 business days
- o Determined by launch date and availability between Kitsap IS, Agency Content Managers, and RideAlong
 - o Conduct a launch post-mortem on last day of launch week on-site with Agency Content Managers, RideAlong, and Kitsap IS
 - Led by the RideAlong team
 - 2-hour meeting
- I. Stabilization & Documentation**
- a. Plan to address issues during Stabilization
 - b. Communication, documentation, tracking bug fixes, etc.
- J. Internal Promotion of RideAlong.** RideAlong will work with the Customer and Permitted Agencies to promote the application among officers to increase use as well as the overall engagement. (ongoing)

5. PHASE TWO (ESTIMATED 8 MONTHS, DEPENDING ON PHASE I TIMELINE)

5.1 Version 2 (Cloud); RideAlong Enhancements

The second phase is focused on identifying further features that would enhance the application's use for the Permitted Agencies, track impact metrics, and ensuring the app is stable. The feature sets built will be determined by RideAlong based on the needs of Agency Content Managers, the needs of Customer and Permitted Agencies, the technical complexity of proposed features, and availability of RideAlong's team to build these out. To accomplish this, RideAlong and the Agency Content Managers will set up a user testing schedule with Customer and Permitted Agencies for usability testing; Kitsap IS and RideAlong will jointly establish a system for deployment of new features. The impact metrics to track will be: 7-day active users of the application, what percent of relevant calls that the RideAlong app was used on, number of police hours deferred, user satisfaction, resources used by high utilizers pre- and post-plans, and additional key metrics pulled from the data collection template.

RideAlong will deploy new code in 2-4 week batches, alternating focus between bug fixes and new features. The goal is to have new code released to production at least once per month.

- A. Kick-off & Planning** (1 week of planning during two 2-hour meetings)

- a. Planning and Preparing
 - i. Establish a code deployment pipeline for feature launches
 - b. Establish a code deployment pipeline for bug fixes of varied severity
- B. Continuous, Iterative Feature Development (3 months).** RideAlong prioritizes key feature sets to develop (RideAlong, based on requests from Agency Content Managers, user research with law enforcement officers, and Phase One needs). Process is outlined below.

User Research and Testing (Usability)

- RideAlong drafts new feature set.
- Conducts user research with law enforcement officers weekly for usability testing (2 officers per week from a combination of Customer and Permitted Agencies, as coordinated with Agency Content Managers)

Feature Development

- Write code for feature
- Deploy code

Feature Deployment

- Technical and Business Testing (Unit, Quality Assurance and User Acceptance Testing)
- Preparation for Deployment
- Deploy to Production
 - Address bugs as needed based on complexity of issue

C. User Research and Testing (“Field Testing”) – 3 months

- Work with Customer and Permitted Agencies regularly (weekly feedback) on features
 - These officers will need to be a diverse set of officers in terms of: age, gender, shift times, jurisdiction, CIT / non-CIT trained, race, and years as law enforcement officers
- Get feedback from them on new feature set over 1-2 weeks (varies on features)

D. Measure Success. RideAlong will track app data to measure the application’s success, and identify areas for further development. This will initially cover the Phase One launch, then include Phase Two.

E. Conclusion for Phase Two: Long-Term Code Stabilization

- Jointly establish a plan to address issues during immediate launch and needs
- Identify key documentation
- Complete all Blocker and Critical Bug Fixes

6. PHASE THREE (2 YEARS, STARTING FROM 12 MONTHS AFTER CONTRACT IS SIGNED)

- 6.1 Maintenance and Support.** RideAlong will provide support for bugs in the application. RideAlong and Kitsap IS will work using the established process for reviewing and deploying any bug fixes and feature enhancements, fixing any technical (Kitsap IS and RideAlong) and content (Agency Content Managers) bugs as they come up.

7. ROLES AND RESPONSIBILITIES

County Stakeholders (Kitsap IS, Customer, Permitted Agencies, Agency Content Managers) and RideAlong

Categories	(+) Roles
Sheriff’s Office Project Sponsor; Kitsap Undersheriff John Gese	<ul style="list-style-type: none"> • Secure project funding • Monitor project progress for individual business areas as well as enterprise-wide work • Provide guidance and strategic direction • Ensure Business and Kitsap IS resources are available

Department	Roles
	<ul style="list-style-type: none"> • Resolve escalated issues • Approve on-going operational support • Approve project expenditures • Approve all business deliverables
RideAlong, Project Manager; Katherine Nammacher and Meredith Hitchcock	<ul style="list-style-type: none"> • Oversee project progress through all stages • Ensure that the application meets requirement for launch (functionality, security, privacy, etc.) • Conduct user research for new feature sets • Work with Agency Content Managers and Kitsap IS to meet needs around application maintenance and changes • Assess and prioritize features, bug fixes, and technical changes for product throughout all stages • Provide subject matter expertise on designing and building software for law enforcement focused on crisis intervention • Identify new potential feature sets and areas of collaboration between the Customer and RideAlong • Act as primary points of contact for RideAlong
Sheriff's Office, Project Manager; Lt. Penelope Sapp, Sgt. Will Sapp, and Lt. Earl Smith	<ul style="list-style-type: none"> • Maintain and develop project documentation • Monitor progress of project, generate status reports, and ensure project deliverables are produced • Coordinate and manage project resources • Identify, record, and escalate project issues • Ensure completion and sign-off of project deliverables • Facilitate risk management, change management, and the approval of project processes • Plan and facilitate meetings for project • Manage project scope and submit change requests
Sheriff's Office, Business Subject Matter Expert(s) Lt. Penelope Sapp, Sgt. Will Sapp, and Lt. Earl Smith	<ul style="list-style-type: none"> • Support and develop workflows, business and functional requirements • Ensure the solution is aligned with requirements • Lead/facilitate project communication with end-users and vendors related to business requirements • Participate in resolution of business and technical issues • Provide guidance on business processes to support best practices within RideAlong
Kitsap IS Project Manager Peter Milovich	<ul style="list-style-type: none"> • Ensure that application matches requirements and functionality required by Permitted Agencies • Help identify and problem-solve for application issues • Connect RideAlong team with appropriate application resources
RideAlong, Technical Lead/Developer Georgia Andrews	<ul style="list-style-type: none"> • Lead development effort • Manage development of technical documentation • Coordinate RideAlong environments and development code movement through environments • Coordinate work with Kitsap IS • Manage Dress Rehearsal for Go-Live • Create Implementation Plan for Go-Live • Execute and lead deployment to Production

EXHIBIT C

PERMITTED AGENCIES

1. Bremerton Police Department
2. Poulsbo Police Department
3. Bainbridge Island Police Department
4. Suquamish Police Department
5. Port Orchard Police Department
6. Port Gamble S'Kallam Police Department

**AMENDMENT NO. 1
TO
KITSAP COUNTY SHERIFF'S OFFICE - RIDEALONG SERVICES AGREEMENT**

This Amendment No. 1 (“**Amendment**”) is effective as of 17 July, 2018 (“**Amendment Effective Date**”) and amends that certain Kitsap County Sheriff’s Office – RideAlong Services Agreement (the “**Agreement**”), dated as of April 15, 2018, by and between RideAlong Labs Inc. (“**RideAlong**”) and the Kitsap County Sheriff’s Office. Except as expressly set forth herein, all capitalized terms shall have the meaning given to them in the Agreement.

Notwithstanding anything to the contrary contained in the Agreement, and in consideration of the mutual promises and covenants set forth in the Agreement and this Amendment, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 10.10 of the Agreement, the parties agree to the terms and conditions set forth in this Amendment:

1. Insurance. The following shall be added as a new Section 3.6 of the Agreement:

“**Insurance**. During the term of the Agreement, RideAlong will obtain and maintain the following minimum insurance coverage:


- (a) General Liability insurance with a limit for each occurrence of One Million Dollars (US\$1,000,000);
- (b) Workers Compensation insurance pursuant to applicable state and local laws exercising jurisdiction over the employee;
- (c) Employer’s Liability insurance with limits of One Million Dollars (US\$1,000,000) per occurrence, One Million Dollars (US\$1,000,000) per employee by disease, and One Million Dollars (US\$1,000,000) aggregate by disease;
- (d) Errors & Omissions/Cyber insurance with a limit of One Million Dollars (US\$1,000,000) in the aggregate; and
- (e) if the use of automobiles is required, Automobile Liability insurance (including insurance for hired and non-owned a) with combined single limits for each occurrence of One Million Dollars (US\$1,000,000).

RideAlong’s purchase of insurance will not in any way amend, extend, alter or increase RideAlong’s liability under the Agreement.”

2. The amendments and modifications set forth in this Amendment are effective from and after the Amendment Effective Date. Except as specifically amended by this Amendment, all provisions of the Agreement will remain unchanged and in full force and effect. To the extent there is any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment will control.

[Signatures on Following Page]

RIDEALONG

By: 

Name: Katherine B. Nammacher _____

Title: CEO & Co-Founder _____

KITSAP COUNTY SHERIFF'S OFFICE

By: _____

Name: Gary Simpson

Title: Kitsap County Sheriff