

## 1 SOFTWARE AS A SERVICE (SaaS) SUBSCRIPTION/RENEWAL FORM

Customer: Contacts: Address: Phone: E-Mail: Services: (the "Service(s)"). Subscription Fees: Customer will pay \$ xx,xxx annually in years 1 through X, payable annually in advance, subject to the terms of Section 4 herein. Service Term: This Agreement's Term is x years, beginning on Month Day, Year and ending on Month Day, Year unless this Agreement ends sooner according to the terms elsewhere in this document. Upon expiration of the initial term of this Agreement, CITY/COUNTY/STATE shall have the ability to renew the term of the Agreement for up to and including three successive additional terms of one year each on terms and conditions mutually agreed upon by CITY/COUNTY/STATE and CONSULTANT. Service Capacity: Up to xxx annually. Implementation Services: Company will use commercially reasonable efforts to provide Customers the services as described in the Statement of Work, which is attached as Exhibit E. Customers shall pay Company the Implementation Fee in accordance with the terms herein. Conditions: • Subscription cost is applicable from Month Day, Year. • Annual payments for subscription are preferred but monthly payments can be accommodated upon request. Subscriptions are billed at the time of contract execution. Implementation costs are billed upon completion of the implementation. • Renewals for years 2 through 5 will be at the same rates stated and automatic unless the department terminates their subscription in writing 60 days prior to the renewal date. • Genie Hours Technical Support - 10 hours/month (10 hours may be use toward additional configurations). The technical support hours may not be carried over from one month to next. • Customization beyond the 10 Genie Hours in any given monthly period will be charged on T&M basis. (Customization include additional reports, dashboards, UI changes, integrations) • Data migration and integration with other software solutions are not included. Once a detailed scope for instance is defined, we will provide a cost and an implementation plan for each project. • If desired, customer will provide web services for integration of the city's Microsoft AD servers or ADFS to authenticate the city staff users. • The customer will provide access to the web services for connecting to their ESRI instance, if required. • The customer will make available necessary resources for requirements gathering, testing, deployment and training as required by the project plan. • Integration to systems other than contact center system is outside of this proposal's scope and pricing. • 3Di's Engage solutions will provide cloud-based data archival, depending on which option that the customer decides to purchase. As long as the subscription is active, 3Di will continue the storage. The customer will have anytime access to their data and they have the ability and right to download the data for other storage/usage options.

LIBC/3968202.1 • Any costs related to sending text message notifications are not included. SOFTWARE AS A SERVICE (SaaS) AGREEMENT This SaaS Agreement

("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202x (the "Effective Date") between 3Di, Inc. (DBA 3Di Systems) with a place of business at 3 Pointe Drive, Suite 307, Brea, CA 92821 ("Company"), and the Customers listed above ("Customers"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof. 3Di, Inc.:  
Customer: By:By: Name:Name:Title:Title: