Huntsville, Alabama

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 7/24/2025   **File ID:** TMP-5740

Department: Administration

Subject: **Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Platform Access and Services Agreement between the City of Huntsville and City Detect.

Resolution No.

Finance Information:

Account Number: TBD

City Cost Amount: $337,500.00 Annually

Total Cost: $337,500.00 Annually

Special Circumstances:

Grant Funded: NA

Grant Title - CFDA or granting Agency: NA

Resolution #: NA

Location: (list below)

Address: NA

District: District 1 ☐   District 2 ☐   District 3 ☐   District 4 ☐   District 5 ☐

Additional Comments:

$337,500.00 annually for City Detect to work closely with the City of Huntsville to provide an in-depth analysis of housing conditions throughout the city.

RESOLUTION NO. 25-_____

     BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby, authorized to enter into a Platform Access and Services Agreement, by and between the City of Huntsville, an Alabama municipal corporation, and City Detect Inc., which said agreement is substantially in words and figures as that certain document attached hereto and identified as "Platform Access and Services Agreement between the City of Huntsville and City Detect Inc.," consisting of twenty-five (25) pages including exhibits, and the effective date of July 24, 2025, appearing on the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document after being signed by the Mayor, shall be permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

     NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor be and he is hereby authorized to exercise the Platform Access and Services Agreement, on behalf of the City of Huntsville, with such changes as the Mayor deems desirable and necessary, including the authority to assign said document and/or the authority to execute all such documents or instruments relevant and/or relating to effect and complete the transaction contemplated therein.

     ADOPTED this the 24th day of July, 2025.

                                             _____

                                             President of the City Council of the City of Huntsville, Alabama

     APPROVED this the 24th day of July, 2025.

                                               _____

                                             Mayor of the City of Huntsville, Alabama

Platform Access and Services Agreement
Property Condition Analysis Huntsville, AL
Period: 2025-2028
16 May 2025
Larry Lowe, Chief Innovation Officer
305 Fountain Circle SW
Huntsville, AL 65801

Platform Access and Services Agreement ("Agreement")

Executive Summary

City Detect uses cameras and artificial intelligence (AI) to objectively and proactively detect and inventory localities' housing degradation and code violations. City Detect takes pride in its mission of empowering leaders & transforming communities. In addition to our advanced hardware and software approach, we provide comprehensive training and support to our users. This initiative aligns with the City's commitment to urban management and sustainability, utilizing our state-of-the-art technology and expertise.

City Detect ("Contractor") is committed to working closely with the **City of Huntsville ("City")** to provide its administration and employees with an in-depth analysis of housing conditions throughout the city. Our goal is to empower the City with the tools and data necessary for informed decision-making, contributing to the overall well-being and vibrancy of Huntsville's communities.

Our proposal details a three-year service agreement, where City Detect will deploy **twenty-five total data collection units ("DCU") ($337,500 annually)** to systematically monitor and analyze various property concerns within Huntsville. Installs will begin with a preliminary rollout of **five DCUs** (Stage 1), following with install of the remaining **twenty DCUs** (Stage 2). Pricing details, which reflect both volume and multi-year discounts, can be found in the pricing section below. This service includes data collection, processing, analysis and storage.

City Detect Introduction

At City Detect, we believe in the power of technology to bring about social change. We value innovation, integrity, and impact. We strive to offer our clients various solutions that are not only technologically advanced but also practical and socially relevant.

Founded in 2021, City Detect is on a mission to revolutionize how local governments and nonprofits understand and interact with their communities. Our journey began with a passion for urban development, technical mastery, and a commitment to transform communities through positive social impact.

City Detect's approach is simple yet powerful. Leveraging cutting-edge artificial intelligence (AI) and computer vision technology, we provide detailed, near-real-time insights into the condition of the built environment. We mount cameras to fleet vehicles and use proprietary AI algorithms to analyze various issues throughout communities. The result? Detailed, actionable reports to inform decision-making and strategic planning.

President of the City Council of the
City of Huntsville, Alabama
Date: _July 24, 2025_

Problem Statement/ Needs Analysis

The City of Huntsville, like many urban areas, faces ongoing challenges in managing and maintaining the condition of its residential and public properties. These challenges include:

Staffing Shortages in Code Enforcement: Local government agencies across the US have been hit with staffing issues that hinder their ability to monitor, prioritize, and proactively address property violations and urban blight effectively. This often results in delayed responses, potential escalation of minor issues, and an increased burden on the team members, increasing the risks of burnout and workforce turnover.
 Inefficient Data Collection and Analysis: Current methods of property condition monitoring are subject to human time constraints. This inefficiency hinders informed, data-driven decision-making in a dynamic and changing urban environment with rapidly changing conditions.

Challenges in Grant Application and Utilization: The lack of comprehensive and detailed condition mappings leads to resource-consuming applications, missed opportunities, and lengthy post-award reporting.

Lack of Data in Community Engagement: Community engagement is more difficult now than ever, requiring a more focused approach to community meetings. The lack of accessible data makes data-driven initiatives seem disconnected from the communities they aim to serve.

Proposed Solution & Benefits

City Detect's innovative approach, utilizing advanced cameras and AI technology, offers solutions to these challenges. By providing objective, data-driven insights into housing and urban conditions, City Detect can significantly enhance the City's capacity for effective and efficient urban management, leading to a more sustainable and well-maintained urban environment. City Detect proposes the following solution:

Automated Data Collection and Analysis: City Detect will deploy advanced cameras and AI technology to systematically capture and analyze data on urban conditions, including illegal dumping, litter, graffiti, and residential and commercial structural issues. This technology enables more efficient, accurate, and comprehensive housing and public space monitoring. City Detect's automated data collection and analysis processes drastically reduce the time and resources required while ensuring consistent and objective data on property conditions. These streamlined processes empower City officials to make objective, data-driven, strategic, and proactive decisions and investments.

Customizable Reporting and Analytics Dashboard: The City will have access to a user-friendly dashboard on City Detect's web platform, where they can view and interact with the data. This dashboard allows for customizable reporting, enabling City staff to focus on specific areas or issues as needed. No software installation is required.

Training and Ongoing Support for City Staff: City Detect commits to being a long-term partner, responsively adapting and improving our services to meet the City's evolving needs. We aim to ensure you always have the data (and know how to use it!) necessary to create a well-maintained, vibrant urban community. City Detect will provide comprehensive hands-on and on-demand training and support to City staff, ensuring they are well-equipped to utilize the data in their daily operations.

Enhanced Grant Application Support: With our technology's detailed, data-backed insights, the City can strengthen its grant applications and streamline reporting for community revitalization projects. City

Detect's solution offers the necessary baseline and progress data to support funding requests and reports for urban improvement initiatives.

Value Proposition

City Detect's promise is to not only address the immediate challenges faced by the City of Huntsville but also provide infrastructure for sustainable urban growth and community well-being. The solutions proposed here ensure Huntsville's employees are empowered to drive change, make investments, and adapt to emerging conditions. City Detect brings value to The City of Huntsville by improving efficiency in code enforcement, grant writing, and data-driven decision making. City Detect is a people-focused technology solution provider supporting communities with cost-effective, scalable, and adaptable solutions to meet Huntsville's evolving and dynamic needs.

Implementation Plan

This comprehensive implementation plan is tailored to ensure that the City of Huntsville can effectively utilize City Detect's technology for improved urban management over the course of the three-year agreement, fostering a sustainable and well-maintained urban environment. The plan is designed to ensure an efficient deployment, effective training, and seamless integration of our services into the City's operations.

Stage 1 - August Installation 2025 (*5 DCUs*)

Phase 1: Pre-Implementation and Plan Finalization (Month 1)
- Finalize administrative details.
- Conduct preliminary meetings with City officials to discuss specific requirements and expectations.
- Prepare for installation and deployment, including logistical planning and resource allocation.

Phase 2: System Installation and Setup (Month 2)
- Install five preliminary Data Collection Units on designated City vehicles.
- Configure and test the systems to ensure they are fully operational.
- Begin initial data collection as part of system testing and calibration.

Phase 3: Staff Training and System Familiarization (Month 2)
- Conduct comprehensive training sessions for City staff, focusing on system operation, data interpretation, and integration into existing workflows.
- Facilitate hands-on training and simulation exercises to ensure staff are comfortable and proficient with the technology.
- Special focus on integrating data into grant application strategies and existing workflows.

Phase 4.1: Full-Scale Data Collection and Processing (Month 3 - Ongoing)
- Commence full-scale data collection activities across the City.
- Regularly process and prepare data for analysis in line with the City's needs.

Phase 4.2: Analysis, Reporting, and Integration into City Operations (Month 2 - Ongoing)
- Deploy AI algorithms for in-depth parcel and environmental analysis.
- Generate regular reports and actionable insights for the City's review and decision-making processes.
- Assist in integrating these insights into the City's strategic planning and operational systems.

Phase 4.3: Continuous Feedback, Adjustments, and Support (Month 2 - Ongoing)
- Establish a feedback loop with City staff to monitor system performance and user experience.
- Make necessary adjustments and optimizations based on feedback and evolving needs.
- Provide ongoing technical support, system maintenance, and user assistance.

Stage 2 - November Installation 2025 (*20 DCUs*)

Phase 5: System Installation and Setup (Month 4)
- Install remaining twenty Data Collection Units on designated City vehicles.
- Configure and test the systems to ensure they are fully operational.
- Begin initial data collection as part of system testing and calibration.

Phase 5.1: Annual Review and Strategy Sessions (10th month of annual period)
- In Month 10 of Year 1, review whether Milestones have been achieved. If Milestones have not been achieved, City must notify Contractor of its intent to pursue the mechanisms outlined in the Term and Termination section of Terms of Use.
- Conduct annual performance reviews to assess the impact and efficiency of the system.
- Discuss potential expansions or adaptations of the solution to meet new challenges or opportunities.

Phase 6: Term Renewal (180 days prior to end of agreement term)
- Organizational collaboration and review terms and scope of partnership.
- During this term City has the option to renew this agreement for one additional year, this option must be exercised in writing, including email, at least 180 days prior to the end of year three.

Risk Management and Mitigation Strategies

We developed our comprehensive risk management plan to ensure the successful implementation and operation of City Detect's property condition analysis solution in Huntsville. This plan identifies potential risks and outlines strategies to mitigate them effectively.

Insurance Coverage and Compliance
- City Detect will carry all necessary insurance coverages for the project term. Contractor will name The City of Huntsville as an additional insured on these policies, ensuring adequate protection and compliance with City requirements. Detailed Insurance requirements for this Agreement are included in Attachment A.
    Contractor will provide the City with a timely proof of coverage.

Data Security and Privacy Risks
- Implement robust cybersecurity measures to protect sensitive data.
- Adhere to all relevant data protection regulations and best practices.
- Regularly update and audit security protocols.

Technology Failure or Malfunction
- Employ redundant systems to minimize the impact of technical failures.
- Conduct regular maintenance and updates of all equipment and software.
- Provide swift technical support to address and resolve any technical issues promptly.

Staff Training and Adoption Challenges
- Offer comprehensive and ongoing training sessions for City staff.
- Provide user-friendly manuals and online resources for self-help and troubleshooting.
- Establish a helpdesk for immediate assistance and support.

Integration with Existing City Systems
- Work closely with City IT staff to ensure smooth integration with existing systems.
- Conduct thorough testing and trials to identify and address compatibility issues.
- Offer customized solutions to meet specific integration needs.

Delays in Project Timelines
- Implement proactive project management with regular progress reviews.
- Communicate transparently with City officials about any potential delays and mitigation strategies.

Changes in Municipal Priorities or Leadership
- Stay adaptable to shifting priorities and requirements.
- Maintain open lines of communication with City leaders and stakeholders.
- Regularly review and adjust the project scope in alignment with the City's evolving needs.

Support and Maintenance Plan

City Detect's support and maintenance plan ensures the ongoing effectiveness and continuity of the property condition analysis solution implemented in Huntsville. This plan covers technical support, system updates, and continuous collaboration with City staff.

Technical Support and Helpdesk
- Establish a dedicated helpdesk to assist with any technical issues or queries.
- Offer support through various channels, including phone, email, and online platforms, ensuring accessibility and convenience for City staff.

Maintenance Plan
- Maintain close collaboration with fleet services for Collection System.
- Provide clear maintenance instructions for city fleet services staff.
- Provide ongoing support materials for proper Collection System maintenance.

Training and Capacity Building
- Provide ongoing training sessions to onboard new staff or refresh existing staff's skills.
- Regularly update training materials and online resources to reflect system upgrades.

Data Management and Security
- Continuously monitor and update data security measures to safeguard sensitive information.
- Perform regular data backups to prevent loss and ensure data integrity.

Performance Monitoring and Reporting
- Regularly review system performance and generate reports to assess efficiency and impact.
- Use these insights to make data-driven decisions for system improvements and enhancements.

Collaboration and Feedback Loops

- Maintain close collaboration with City officials and staff to understand their evolving needs.
- Implement a feedback loop to gather user insights, ensuring the solution surpasses the City's requirements.

Order Form

This Order Form (the "**Order Form**") is entered into as of the Effective Date set forth below by and between City Detect Inc. and the Customer identified below, pursuant to the Platform Access and Services Agreement and the Terms of Use.

Service Agreement Duration: This Platform Access and Services Agreement (this "**Agreement**") is entered into and effective as the latest date signed by the parties (the "**Effective Date**") by and between (a) City Detect Inc., a Delaware corporation ("**City Detect**"), and (b) the City of Huntsville ("**Customer**").

This **Agreement** includes and incorporates the **Order Form** and **Terms of Use**, and references the following exhibits: **End User Terms of Use** (Exhibit A), and **Insurance Requirements** (Exhibit B).

Customer Name: The City of Huntsville Alabama

Customer Address: Larry Lowe, Chief Innovation Officer
305 Fountain Circle SW
Huntsville, AL 65801

Notice Name: _____

Notice Email: _____

Notice Address: _____

_____

Contract Term: Three years from Effective Date.

Product Description: City Detect software-as-a-service platform with **25 Data Collection Units** (DCUs).

Number of leased Data Collection units:
- **Stage 1**: 5 DCUs in August 2025
- **Stage 2**: 20 DCUs in November 2025

Renewal Option: City may renew for one additional year with written notice (including email) 90 days before term expiration at the annual rate of the last year in the pricing section.

Pricing

Automated Housing Condition Analysis *(25 DCUs)*		Price
Includes Multi-Year, Volume, and Huntsville, AL discounts. *Year One pricing is prorated based on staggered deployment.*		
Task 1.0	**Year One Stage 1 Price (*5 DCUs*) Install August 2025** *Payment due within 30 days of invoice, which will be sent following Agreement execution. (2025)*	$95,000
Task 1.1	**Year One Stage 2 Price (*20 DCUs*) Install November 2025**	$242,500

	Payment due within 30 days of invoice, which will be sent following confirmation of approval to move forward. (2025)	
Year 1 TOTAL (ending in 2026)		**$337,500**
Task 2.0	**Year Two Price (end 2027)**	$337,500
	Prorated credit for Year One Stage 2	($40,300)
Year 2 TOTAL (ending in 2027) *Payment Due July 2026 due withing 30 days of invoice, which will be sent following annual anniversary of Agreement execution. (2026)*		**$297,200**
Task 3.0	**Year Three Price (end 2028)**	$337,500
Year 3 TOTAL (ending in 2028) *Payment due within 30 days of invoice, which will be sent following annual anniversary of Agreement execution. (2027)*		**$337,500**
CONTRACT TOTAL		**$972,200**

The City Detect team is incredibly excited to work with The City of Huntsville and as such we have provided a heavy discount to express our love for the state of Alabama and The City. Given Huntsville's interest in using AI and its standing as the star of Alabama we are confident this collaboration will be a huge win for both of us.

Please indicate your acceptance of the scope of work and fee by signing and returning a copy by email. A facsimile or digital signature is sufficient to indicate your acceptance of the proposed agreement. If you have any questions or concerns, please do not hesitate to call. This proposal is valid for 60 days.

Sincerely,
Gavin Baum-Blake
Co-Founder and CEO
(517) 285 -8147 | gavin@citydetect.com

City Detect Inc.

Organization Name

Signature
Gavin Baum-Blake

Printed Name

The City of Huntsville

Organization Name (Customer)

Signature

Tommy Battle

Printed Name

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_____	<u>Mayor of the City of Huntsville, AL</u>
Title/ Authorizing Agent	**Title/ Authorizing Agent**

_____	<u>July 24, 2025</u>
Date	**Date**

TERMS OF USE

These Terms of Use (these "**Terms of Use**") govern Customer's rights to access and use the City Detect software-as-a-service platform (along with all related updates, upgrades, Analytical Data, AI Output (as defined below), Raw Data, Documentation (each as defined below), any hardware devices identified in the applicable Order Form (each a "**Device**"), related services, and new service offerings provided by City Detect to Customer under the Agreement (collectively, the "**Product**") on a subscription basis. By executing the Platform Access and Services Agreement (the "**Agreement**"), Customer is and shall be bound by the Agreement and these Terms of Use. These Terms of Use are effective as of the Effective Date set forth in the Agreement. Customer acknowledges and agrees that the Product is protected by copyright laws and international copyright treaties, as well as other Intellectual Property Rights laws and treaties. As used in these Terms of Use, "Intellectual Property Rights" means any and all patents, copyrights, trademarks, trade secrets, and any and all other intellectual or proprietary rights recognized in any jurisdiction. Capitalized terms used in these Terms of Use, but not otherwise defined herein, shall have the meaning ascribed thereto as set forth in the Agreement.

1.0   PRODUCT ACCESS

1.1   <u>Provision of the Product</u>. Subject to and conditioned on Customer's payment of applicable fees and compliance with the Agreement and these Terms of Use, City Detect agrees to provide Customer with access to the Product on a subscription basis for a set term as set forth on the applicable Order Form (the "**Contract Term**").

1.2   <u>Accounts</u>. In order to access and use certain features of the Product, Customer must register for an account (an "**Account**"). Use of and access to the Product, in whole or in part, is permitted to those persons designated by Customer pursuant to these Terms of Use ("**End Users**"). If Customer is given passwords to access the Product, Customer shall require that all End Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. Customer is responsible for maintaining the confidentiality of its Account login information and is fully responsible for the acts and omissions of any person who accesses the Customer's Account (even if Customer did not authorize such use).

1.3   <u>Account Access</u>. Customer may permit its agents, independent contractors and consultants who are not competitors of City Detect (collectively, "**Contractors**") to serve as End Users, *provided*, that (a) Customer remains responsible for all acts and omissions of each such Contractor, (b) any such use of the Product by such Contractor is for the sole benefit of Customer, and (c) such Contractor or executes City Detect's End User Terms of Use.

1.4   <u>General Restrictions</u>. Except as set forth herein, Customer shall not: (a) rent, lease, copy, download, provide access to or sublicense the Product (including but not limited to software, Devices, Analytical Data, Reports, or Raw Data, each as defined herein) to a third party or use the Product to provide a service to a third-party, (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or APIs to the Product, (c) modify the Product, or create any derivative product from any of the foregoing, (d) remove or obscure any product identification, proprietary, copyright or other notices contained in the Product (including on any reports or data printed from the Product), (e) incorporate the Product into any other offering (whether software as a service or otherwise), (f) use the Product, Analytical Data, Raw Data, or a Report (as defined below) to build an application or product that is competitive with any City Detect product or service or to train any artificial intelligence or machine learning models, or (g) publicly disseminate information or analysis regarding the performance of the Product.

1.5   <u>Legal Advice</u>. Customer agrees not to construe any content or materials listed on the Product as legal advice. The Product and content made available through the Product are intended to be used by the Customer for informational purposes. City Detect shall have no liability for any legal or other decisions made based upon Customer's or an End User's use of the Product.

1.6   Export. The Product may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from City Detect, or any products utilizing such data, in violation of the United States export laws or regulations.

1.7   Security and Privacy. City Detect will use commercially reasonable efforts to (a) implement and maintain appropriate administrative, technical and physical safeguards designed to protect the confidentiality, integrity, and availability of Customer Data (as defined below) and personal data collected, used, disclosed and processed (as applicable) by City Detect, in accordance City Detect's Privacy Policy, as applicable, which is available at https://app.citydetect.com/privacy-policy, as it shall be updated from time to time; (b) comply with applicable laws, rules, regulations, and industry standards by which it is bound in connection with this Agreement; and (c) maintain the systems and processes described in City Detect's most recent SOC 2 audit. In the event of a breach in security involving unauthorized acquisition of Customer Data ("**Security Breach**"), City Detect shall take commercially reasonable efforts to notify the Customer within 48 hours of discovery of such Security Breach and promptly provide a written report. This report shall include, to the extent known: (1) nature and scope of the Security Breach; (2) categories of Customer Data affected; (3) actions taken to mitigate damage; and (4) corrective measures to prevent recurrence. To the extent required of City Detect by applicable law, City Detect shall bear all notification and remediation costs in the event of a Security Breach, including credit monitoring for affected individuals. City Detect shall (i) conduct a thorough investigation of any Security Breach, (ii) provide findings of such investigation to Customer, and (iii) provide all reasonable cooperation to Customer in connection with the Security Breach. If City Detect receives a request related to Customer Data, City Detect will, to the extent legally permissible, take commercially reasonable efforts to notify Customer of such request within 48 hours.

1.8   Hosting Services. City Detect will provide the hosting services for the Product (the "**Hosting Services**") through third-party hosting facilities (such as Amazon Web Services or similar) and may update the content, functionality and user interface of such Hosting Services from time to time in its sole discretion. City Detect further agrees that the Hosting Services shall store Customer Data, and all processing of Customer Data by artificial intelligence systems shall take place, only in the United States, unless Customer agrees otherwise in writing.

1.9   Hosting Service Access. In order to use the Product, Customer must have or obtain access to the internet. Customer agrees that City Detect is not providing Customer with access to the internet in order to use the Product and that Customer is solely responsible for obtaining and maintaining such internet access and for providing all equipment necessary to obtain and maintain such internet access. City Detect does not and cannot control the flow of data to or from City Detect's network, designated hosting facility and/or other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Customer's connections to the internet (or portions thereof). City Detect agrees to use commercially reasonable efforts to take any actions it deems appropriate to remedy and avoid such events. However, City Detect cannot guarantee that such events will not occur. Accordingly, City Detect disclaims any and all liability resulting from or related to such events.

1.10   Lease of Devices. The parties intend that the lease of any Devices under the Agreement shall constitute a true lease under applicable law. City Detect has title to the Devices at all times. Customer acquires no ownership, title, property right, equity, or interest in the Devices other than its leasehold interest solely as lessee subject to these Terms of Use.

1.11   Installation; Risk of Loss. City Detect will arrange for shipment and installation of the Devices, either by City Detect or by third-party service providers. City Detect is not liable for any delays in shipments, deliveries, or installations. After receipt and installation by City Detect, Customer shall bear all risk of theft, taking, confiscation, or requisition, partial or complete, of or to such Devices. Customer shall notify City Detect in writing within 30 days of any such loss.

2.   DATA OWNERSHIP

2.1   Use of Customer Data. Customer represents and warrants to City Detect that Customer has sufficient rights in the Customer Data to authorize City Detect to process, distribute, and display the Customer Data as contemplated by these Terms of Use and the functionality of the Product, and that the Customer Data does not infringe the rights of

any third party. Customer is solely responsible for the accuracy, content and legality of all Customer Data and Raw Data captured by End Users through Devices, as well as for ensuring that each End User complies with these Terms of Use. In connection with Customer's use of the Product, certain features may permit Customer to interact or share Customer Data with third-party websites or services. If Customer chooses to transmit Customer Data or provide any other information to such third parties, Customer agrees to be bound by any applicable third-party terms of use, and City Detect accepts no responsibility or liability for any such third-party services. **"Customer Data"** means any information or other data of any type which is provided by Customer or its End Users to City Detect in connection with the Product, including but not limited to preferences, case status, notes, and summaries; provided, however, that Customer Data does not include Analytical Data or Raw Data (each as defined below) or any other information reflecting the access or use of the Product by or on behalf of the Customer or any End User.

2.2   License to Customer Data and Creation of Analytical Data. Customer hereby grants to City Detect a non-exclusive, fully paid-up, royalty-free, transferable, sublicensable, worldwide right and license to use, display, modify, copy, translate, transcribe, reproduce, distribute, create derivative works, and process Customer Data solely for the purposes of providing the Product to Customer. Notwithstanding the foregoing, Customer further grants to City Detect a limited, non-exclusive, fully paid-up, royalty-free, non-transferable and non-sublicensable (except as expressly provided for herein), worldwide right and license to create Analytical Data (as defined below) derived from Customer Data; provided that, except as otherwise set forth herein or disclosures or sublicenses to service providers as necessary to create and process such Analytical Data, City Detect shall not disclose any Analytical Data that can specifically identify Customer or its End Users. **"Analytical Data"** means output that is generated through the Product using artificial intelligence (**"AI Output"**) and the data and information submitted or produced by Customer or its End Users related to the interpretation, understanding, and refinement of Raw Data and AI Output. City Detect shall not use Customer Data for any purpose outside the scope of the Agreement or as otherwise permitted by the Privacy Policy, including but not limited to use for advertising, data mining, or unrelated commercial purposes; provided, however, the foregoing does not restrict City Detect's rights in and to Analytical Data and Raw Data (as defined below) provided for in this Agreement.

2.3   Transition Period. Subject to the terms of this Agreement, including but not limited to the restrictions set forth in Sections 1.4 and 4, City Detect grants Customer a limited right to download standard reports generated by the Product (each, a **"Report"**) and any Customer Data during the Contract Term and, except if terminated by City Detect pursuant to Section 6.2, for a period of up to 90 days' following termination of the Agreement, for use in connection with Customer's business and operations. Notwithstanding the foregoing, Customer shall not disclose any Report, including any derivatives thereof, to any third-party data company or any City Detect competitor. For the avoidance of doubt and except as set forth in this Section 2.3, (a) Customer is not permitted to export or otherwise disclose any other data from the Product, including but not limited to Analytical Data or Raw Data, in any manner and (b) any custom reporting required by Customer shall be set forth on an Order Form and subject to the terms and fees contained therein. Upon City Detect's request, Customer shall cause any service providers to whom it has disclosed a Report to irretrievably delete and fully destroy such Report and any derivatives thereof.

3.   OWNERSHIP

3.1   Ownership. Except for the limited license granted herein or as otherwise set forth in the Agreement, as between the parties hereto, Customer shall retain all right, title and interest in and to Customer Data. One feature of the Product is that it collects Raw Data. Customer acknowledges and agrees that (a) the Product collects Raw Data, (b) Customer is obtaining only a limited right to access and use the Product, and that irrespective of any use of the words "purchase," "sale," or like terms hereunder no ownership rights are being conveyed, assigned, or transferred to Customer under the Agreement or these Terms of Use or otherwise, and (c) City Detect, its licensors, or its suppliers retain all right, title, and interest (including all Intellectual Property Rights) in and to (1) the Product, (2) all audio, video, images, text, global positioning system (GPS), other geospatial and environmental data, and other types of content captured by Devices or otherwise provided by City Detect in connection with the Product (**"Raw Data"**), (3) all user documentation for the Product provided by City Detect to Customer under these Terms of Use that describes the requirements, integration, operation, support, or maintenance of the Product (**"Documentation"**), (4) any Implementation Services (as defined below) deliverables, (5) Feedback, and (6) Analytical Data (including AI Output). In the event any intellectual property rights in and to any of the foregoing, including but not limited to rights in and to any Analytical Data or Raw Data, do not vest in City Detect upon creation and subject to the restrictions on

disclosure in Section 2.2 above, Customer hereby unconditionally and irrevocably assigns to City Detect all right, title, and interest in and to all any intellectual property rights described by this Section 3.1.

3.2   Definitions:

● **Customer Data:** Any information or other data of any type provided by the Customer or its End Users to City Detect in connection with the Product, including preferences, case status, notes, and summaries. However, Customer Data does not include Analytical Data or Raw Data or any other information reflecting the access or use of the Product.

● **Raw Data:** All audio, video, images, text, global positioning system (GPS), other geospatial and environmental data, and other types of content captured by Devices or otherwise provided by City Detect in connection with the Product.

● **Analytical Data:** Output that is generated through the Product using artificial intelligence ("AI Output") and the data and information submitted or produced by Customer or its End Users related to the interpretation, understanding, and refinement of Raw Data and AI Output.

● **Reports:** Standard reports generated by the Product.

4.   ACCEPTABLE USE POLICY

4.1   Customer hereby agrees to the following terms that constitute City Detect's "**Acceptable Use Policy**":

(a)   Customer agrees not to use the Product to collect, upload, transmit, display, or distribute any Customer Data, Feedback, or Raw Data (i) that violates any third-party rights, including any privacy right, right of publicity, or any Intellectual Property Rights; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; or (iii) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b)   In addition, Customer agrees not to: (i) upload, transmit, or distribute to or through the Product any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Product unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Product to harvest, collect, gather or assemble information or data regarding other users, including email addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Product, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Product (or to other computer systems or networks connected to or used together with the Product), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Product; (vii) represent that AI Output is human-generated when it is not; or (viii) use software or automated agents or scripts to produce multiple accounts on the Product, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Product..

(c)   Customer further acknowledges and agrees that (i) Customer will not include any unnecessary or deceptive Customer Data in connection with its use of the Product (including in an attempt to steer the Product to generate inaccurate results); (ii) due to the nature of artificial intelligence and machine learning, use of the Product may in some situations result in incorrect or inaccurate AI Output, including but not limited to Reports (as defined below) and Analytical Data; (iii) Customer must verify the accuracy and appropriateness of any AI Output before relying on any such AI Output; (iv) relying upon any AI Output without first verifying accuracy with a qualified human could cause harm, including but not limited to legal, financial, and physical harm; and (v) Customer has no rights to any information, including AI Output, that is generated from the Product by or for other City Detect users, regardless of any level of similarity to AI Output provided to Customer. City Detect cannot control, and has no duty to take any action, regarding how Customer may interpret, rely on, or use any AI Output or what actions Customer may take as a result of having been exposed to AI Output, and Customer hereby releases City Detect from all liability for Customer having acquired or not acquired AI Output through the Product.

(d)   City Detect reserves the right to take appropriate action against the Customer in City Detect's sole discretion if the Customer violates this Acceptable Use Policy or any other provision of these Terms of Use or otherwise create liability for City Detect or any other person. Such action may include terminating Customer's Account and/or reporting Customer to law enforcement authorities.

5.   FEES & PAYMENT

5.1   This Agreement shall be incrementally funded as funds become appropriated and authorized by the City Council of Huntsville, Alabama.   Initially, the first Year One Stage 1, as defined in the Order Form and Implementation Plan included as part of this Agreement, shall be funded in the amount of $95,000. All other stages are subject to the availability of funds. All fees owing by Customer to City Detect are set forth in the applicable Order Form(s) then in force and are due within 30 days. Except to the extent Customer is a governmental entity, fees are subject to periodic increases after the initial Contract Term and become effective beginning on the first day of each applicable renewal term; *provided*, that City Detect will notify Customer in writing of any such increase prior to its effectiveness. If Customer objects to the increase, then Customer may terminate the Agreement effective on expiration of the then current Contract Term. Customer acknowledges that the expiration of any discount or incentive programs to which Customer was previously entitled shall not constitute a fee increase or otherwise require notice thereof. Any late payments shall be subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less.

6.   TERM AND TERMINATION

6.1   Term. The Agreement is effective as of the Effective Date and expires on the date of expiration or termination of the Contract Term, subject to any option or renewal periods as set forth in the applicable Order Form(s) as then in force.

6.2   Termination for Cause. Either party may terminate the Agreement if the other party (a) fails to cure any material breach of these Terms of Use (including a failure to pay fees) within 30 days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within 60 days thereafter).

6.3   Termination for Convenience. Customer may terminate the Agreement for convenience at any time by providing the other party with 60 days written notice. Customer may also terminate the Agreement due to lack of availability of budgeted funds.

6.4   Effect of Termination. Upon the effective date of any termination of the Agreement, Customer shall immediately cease any and all use of and access to the Product and delete (or, at City Detect's request, return) any and all copies of the Documentation, any City Detect passwords or access codes and any other City Detect Confidential Information in its possession. Customer acknowledges that following termination: (a) Customer and its End Users must immediately cease all use of the Product, even if Company's access is not immediately severed; (b) Customer must instruct all End Users to cease using the Product, and it shall be responsible for any and all use following the termination; (c) City Detect shall terminate Company and End User access to the Product and any Customer Data input into the Product; (d) leased Devices shall be uninstalled and returned to City Detect by City Detect or its designee (i) at City Detect's expense, if terminated by Customer pursuant to Section 6.2 or by City Detect pursuant to Section 6.3, or (ii) at Customer's sole expense, if terminated by City Detect pursuant to Section 6.2 or if terminated by Customer pursuant to section 6.3, and if terminated by City Detect pursuant to Section 6.2, City Detect may take possession of, or render unusable, the Product and any Device wherever it may be located, without demand or notice, without any court order or other process of law, and without liability to Customer for any damages occasioned by such action. Additionally, in the event of termination pursuant to either Section 6.2 or 6.3,, City Detect shall refund to Customer a pro-rated portion of the fees previously paid pursuant to Section 5.1 by Customer for the then current year in accordance with the Order Form. The pro-rated portion for refund purposes shall be calculated and paid based on the number of the months remaining in the then current agreement year after the effective termination date multiplied by $1/12^{th}$ of the annual price previously paid by Customer for that agreement year, less reasonable costs associated

with the early termination of services prior to Contract Term, including applicable wind-down expenses or other termination-related charges.

6.5   Survival. The following Sections of these Terms of Use shall survive any expiration or termination of the Agreement: 1.4 (General Restrictions), 1.5 (Legal Advice) 1.6 (Export), 2.2 (License to Customer Data and Creation of Analytical Data), 3 (Ownership), 5 (Fees and Payment), 6 (Term and Termination), 7.5 (Warranty Disclaimer), 9 (Limitation of Remedies and Damages), 10 (Indemnification), 11 (Confidential Information), and 12 (General Terms).

7.   LIMITED WARRANTIES

7.1   Limited Warranties. City Detect warrants, for Customer's benefit only, that during the Contract Term, the Product and Devices will operate in substantial conformity with the Documentation as provided by City Detect (the **"Product Warranty"**). City Detect's sole and exclusive liability, and Customer's sole and exclusive remedy, for any breach of this Product Warranty shall be, in City Detect's sole discretion and at no charge to Customer, (a) in the case of software included in the Product, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects or avoids the reported non-conformity so that the Product meets the Product Warranty, or (b) in the case of Devices, to repair or replace the defective device. If City Detect determines in its sole discretion that the foregoing remedies to bring the Product into conformity with the Product Warranty are impracticable, impossible, or not commercially reasonable, then City Detect may terminate the Agreement and these Terms of Use upon written notice of such termination from City Detect to Customer.

7.2   Warranty Limitations. The limited warranty set forth in Section 7.1 shall not apply: (a) unless Customer makes a claim in writing to City Detect notifying it of a breach of the Product Warranty within 30 days of the date on which the condition giving rise to the breach of the Product Warranty claim first arose, (b) if the Customer is in breach of the Agreement, these Terms of Use, or is using the Product not in compliance with the Documentation, (c) if the error or event that caused the breach of the Product Warranty was caused by misuse, misapplication, negligence, unauthorized use or modifications, any third-party hardware or software, equipment, products, services, or processes, (d) if the error or event that caused the breach of the Product Warranty was caused by a lack or loss of network or internet connectivity, (e) to any Product provided to Customer on a no-charge, evaluation, or beta test basis, (f) if, in the case of a Device, (i) Customer or an End User made any further use of such Device after Customer provided the claim in subsection (a) above, (ii) the defect arose because Customer or an End User failed to adhere to the Documentation as to the storage, installation, use, or maintenance of the Device, (iii) Customer alters or repairs such Device without City Detect's prior written consent, or (g) the damage, malfunction, or defect of a Device is caused by a vehicular accident or impact, misuse, neglect, improper installation by Customer, repairs by unauthorized third parties, or any other circumstance beyond ordinary wear, tear, or exposure to the elements.

7.3   Availability. City Detect shall use commercially reasonable efforts to ensure that Customer may access and use the Product, except in the in the event that: (a) City Detect's provision of the Product to Customer or any End User is prohibited by applicable law; (b) any third-party services required for Product are interrupted; (c) if the Product is being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on the Product or any other City Detect intellectual property by a third party; or (e) scheduled or emergency maintenance (each of (a) through (e), a **"Service Interruption"**). In the event of a Service Interruption, City Detect will use commercially reasonable efforts to provide notification and updates to Customer, and to resume providing access to the Product as soon as reasonably possible after the event giving rise to the Service Interruption is cured. City Detect will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any End User may incur as a result of a Service Interruption. If the Service Interruption is not caused by the Customer's direct actions or by actions of parties associated with the Customer, the duration of the Service Interruption will extend the time of the Term by the length of the Service Interruption for free (for any Service Interruption lasting at least twenty-four (24) consecutive hours). E.g. Customer will receive a credit for 3 additional days at the end of the Term if they suffered a Service Interruption lasting 3 consecutive days.

7.4   Replacement. If there is a malfunction or failure of any Devices or City Detect's software (each, a **"Defect"**), Customer must notify City Detect either through the web application or by emailing Customer's City Detect project manager. Upon receiving notice of a Defect, City Detect will use commercially reasonable efforts to repair or replace the defective Device or software at no extra cost to the Customer. City Detect categorizes issues as follows: **Level 1 Issues** are issues that Customer can resolve in under 15 minutes with City Detect's remote guidance and without

replacing any Device or software; and **Level 2 Issues** are issues take longer than 15 minutes to resolve, and City Detect will either repair or replace the defective Device or software. The Company will inspect or test the Defect within 10 business days of receiving notice from the Customer. If a repair or replacement is necessary, it will be completed within 15 business days of receiving notice. The Company reserves the sole discretion to determine whether to repair or replace the defective Device or software.

7.5 Warranty Disclaimer. EXCEPT FOR THE LIMITED PRODUCT WARRANTY EXPRESSLY SET FORTH IN SECTION 7.1 ABOVE, THE PRODUCT, AI OUTPUT, HOSTED SERVICES, AND ALL OTHER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER. EXCEPT FOR THE LIMITED PRODUCT WARRANTY EXPRESSLY SET FORTH IN SECTION 7.1 ABOVE, NEITHER CITY DETECT NOR ITS AFFILIATES, LICENSORS, OR SUPPLIERS MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. CITY DETECT DOES NOT WARRANT THAT THE PRODUCT OR AI OUTPUT WILL MEET CUSTOMER'S REQUIREMENTS OR RESULT IN ANY OUTCOME, OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE, AND FURTHER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, VALIDITY, RELIABILITY, AVAILABILITY, OR COMPLETENESS OF ANY INFORMATION, INCLUDING BUT NOT LIMITED TO ANY AI OUTPUT. IN NO EVENT SHALL CITY DETECT OR ANY OF ITS AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR ANY OTHER ERRORS OR PROBLEMS INHERENT IN THE INTERNET OR ANY OTHER ELECTRONIC COMMUNICATIONS OR SYSTEMS. NONE OF CITY DETECT, ITS AFFILIATES, LICENSORS, OR SUPPLIERS IS A LAW FIRM AND DO NOT PROVIDE ANY LEGAL ADVICE FOR OR IN CONNECTION WITH THE PRODUCT OR UNDER OR IN CONNECTION WITH THE AGREEMENT OR THESE TERMS OF USE, AND NO LEGAL ADVICE IS BEING PROVIDED FOR OR THROUGH CUSTOMER'S ACCESS TO OR USE OF THE PRODUCT OR ANY PROFESSIONAL SERVICES OR UNDER OR IN CONNECTION WITH THE AGREEMENT OR THESE TERMS OF USE.

8. ADDITIONAL SERVICES

8.1 Implementation Services. Any services provided by City Detect to Customer for the installation and implementation of City Detect Software and Devices ("**Implementation Services**") will be set forth in an Order Form or a separate statement of work issued by City Detect, to be signed by both parties describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Customer shall provide such information as City Detect shall reasonably request in order to carry out the Implementation Services in a timely manner and ensure that such information is complete and accurate in all material respects. Customer shall (a) cooperate with City Detect in all matters relating to the Implementation Services and (b) appoint an employee to serve as the primary contact with respect to the Agreement who will have the authority to act on behalf of Customer with respect to the Implementation Services.

8.2 Support. City Detect shall provide chat, phone, or email support (at City Detect's sole discretion) to Customer from 9AM to 7PM Central Time, Monday through to Friday, business days. City Detect shall use commercially reasonable efforts to respond to support requests within one business day and shall address (internally and externally) such support requests in a commercially reasonable manner. Support shall include, without limitation, troubleshooting system functionality, providing guidance on usage and workflow, and identifying and escalating issues which City Detect prioritizes, in its sole and absolute discretion, based on severity, scope and impact. City Detect may offer personalized training, implementation, and adoption programs at an additional cost. City Detect shall have no obligation to provide any custom code development, API scripting, or contractual engineering services for Customer.

9. LIMITATION OF REMEDIES AND DAMAGES

9.1 EXCEPT FOR BREACHES OF SECTION 11 (CONFIDENTIAL INFORMATION) AND INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 10, IN NO EVENT SHALL CITY DETECT BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR

OTHERWISE), FOR ANY (A) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL OR (C) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS PAID TO IT HEREUNDER DURING THE PREVIOUS TWELVE (12) MONTHS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO ANY FREE TRIAL, EVALUATION, OR BETA TEST OF THE PRODUCT, CITY DETECT'S AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES IN RELATION THERETO WILL IN NO EVENT EXCEED $250 USD, REGARDLESS OF ANY THEORY OF LIABILITY, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT OR THESE TERMS OF USE TO THE CONTRARY.

10. INDEMNIFICATION

10.1 City Detect Indemnification. Subject to Section 10.3, City Detect shall defend and indemnify Customer from and against any third party claims, causes of action, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with such third party allegations that Customer's use of the Product in accordance with the Agreement, these Terms of Use, and the Documentation infringes or misappropriates any Intellectual Property Rights of such third party (other than any such allegations arising from or in connection with any information or images that may be observable from publicly-accessible pavements, roads, parking lots, or similar areas). If Customer's access to or use of the Product is, or in City Detect's opinion is likely to be, subject to a claim of infringement, or if required by settlement, City Detect may, in its sole discretion: (i) substitute similar products or services to the Product subject to such claim of infringement; (ii) modify the Product subject to such claim so as to avoid such claim of infringement; (iii) procure for Customer the right to continue using the Product; or (iv) if options (i), (ii), and (iii) above are commercially unreasonable or impracticable as determined by City Detect in its sole discretion, then City Detect may terminate the Agreement and these Terms of Use upon written notice thereof to the Customer and thereafter refund to Customer the fees paid by Customer to City Detect for the portion of the Contract Term which was paid by Customer but not rendered by City Detect. The foregoing defend and indemnification obligations of City Detect shall not apply if any such claim of infringement arises from or is in connection with: (1) any modification of the Product other than by City Detect; (2) any combination of the Product with any other software, hardware, equipment, products, services, or processes; (3) any use of the Product in a manner other than as expressly permitted in the Agreement, these Terms of Use, and the Documentation; or (4) any Customer Data or any third-party data, software, hardware, equipment, products, services, or processes contained within or included with the Product. This Section 10.1 sets forth City Detect's sole and exclusive liability and Customer's sole and exclusive remedy with respect to any claim of Intellectual Property Rights infringement or misappropriation by or in connection with the Product.

10.2 Customer Indemnification. Subject to Section 10.3, and only to the extent authorized by Alabama law and limited to the liability limitations applicable to municipal corporations in Alabama law, Customer shall defend, indemnify, and hold harmless City Detect and its licensors, suppliers, officers, directors, employees, and agents, from and against any and all third party claims, causes of action, costs, damages, losses, liabilities, and expenses arising out of or in connection with: (a) any action taken (or not taken) by Customer, an End User, or first responders (including fire, paramedic, police, or similar personnel or agencies) based upon access to or use of the Product or its output, including but not limited to AI Output; (b) any Customer Data; (c) any service or product offered, provided, accessed, or used by Customer in connection with or related to the Product; (d) any violation by Customer of Customer's representations and warranties in these Terms of Use; (e) any action taken (or not taken) by an End User; and (f) any breach by Customer or any End User of the Agreement, these Terms of Use, or the Documentation.

10.3 Procedure. Any claim for indemnification hereunder requires that (a) the indemnified party provides prompt written notice of the claim and reasonable cooperation, information, and assistance in connection therewith (provided that failure to provide such notice shall only relieve provide such notice shall only relieve the indemnifying party of its indemnity obligations if it is materially prejudiced by such failure), and (b) the indemnifying party shall have sole control and authority to defend, settle or compromise such claim. The indemnifying party shall not make any settlement that requires a materially adverse act or admission by the indemnified party without the indemnified party's

written consent (such consent not to be unreasonably delayed, conditioned or withheld). The indemnifying party shall not be liable for any settlement made without its prior written consent.

11.   CONFIDENTIAL INFORMATION

11.1   Each party hereto acknowledges and agrees that all Software, code, inventions, know-how, business, technical and financial information it obtains or receives ("**Receiving Party**") from the disclosing party ("**Disclosing Party**") under or in connection with the Agreement or these Terms of Use constitutes the confidential information of the Disclosing Party ("**Confidential Information**"), *provided*, that it is labeled or marked as confidential, or identified, declared, or designated as confidential at the time of disclosure, or should be reasonably known or understood by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding its disclosure. Except for the rights granted to Customer herein and to the extent containing Customer Data, the Product, Analytical Data, Raw Data and AI Output are deemed to be the Confidential Information of City Detect without any requirement of any labeling, marking, identification, declaration, or designation as confidential. Customer Data shall be deemed to be the Confidential Information of Customer without any requirement of any labeling, marking, identification, declaration, or designation as confidential, subject to the terms of Section 2 above. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information of the Disclosing Party. The Receiving Party's nondisclosure obligations in this Section 11 shall not apply to information to the extent which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information from the Disclosing Party; (b) is or has become public knowledge through no fault of the Receiving Party or its breach of this Section 11; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation or this Section 11; or (d) is independently developed by employees of the Receiving Party who had no access or reference to Confidential Information of the Disclosing Party. If the Receiving Party is required to disclose any Confidential Information of the Disclosing Party pursuant to [the Alabama Open Records Act or pursuant] to an order of a court or governmental entity of competent jurisdiction, then the Receiving Party shall give advance written notice of such order or request to the Disclosing Party (to the extent not prohibited by such order) and afford the Disclosing Party an opportunity to secure, at the Disclosing Party's expense, a limiting, restrictive, or other remedy regarding such required disclosure. If the Disclosing Party is unable to secure such a limiting, restrictive, or other remedy regarding such Confidential Information of the Disclosing Party, then the Receiving Party shall disclose only that portion of such Confidential Information of the Disclosing Party that the Receiving Party is required to disclose pursuant to such order. The Receiving Party acknowledges and agrees that any disclosure of any Confidential Information of the Disclosing Party in breach of this Section 11 may cause substantial harm to the Disclosing Party for which damages alone may not be a sufficient remedy for the Disclosing Party, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to seek appropriate equitable (including injunctive) relief in addition to any other remedies it may be entitled to seek under the Agreement, these Terms of Use, at law, or in equity.

12.   GENERAL TERMS

12.1   General Representations and Warranties. Each party represents and warrants that: (a) it is a duly organized and validly existing under the laws of the jurisdiction in which it is organized; (b) it has full power and authority, and has obtained all approvals, permissions and consents necessary, to enter into this Agreement, to perform its obligations and to grant the rights hereunder; (c) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (d) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.

12.2   Assignment. The Agreement and these Terms of Use will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign the Agreement or these Terms of Use unless upon the advance written consent of the other party, and such consent shall not be unreasonably withheld.

12.3   Severability. If any provision of these Terms of Use shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that such provision and these Terms of Use shall otherwise remain in effect.

12.4 Governing Law; Jurisdiction and Venue. The Agreement and these Terms of Use shall be governed by the laws of the state in which the Customer is headquartered and the applicable laws of the United States, without regard to any conflicts or choice of laws, rules, or provisions thereof. The exclusive jurisdiction and venue for any legal actions or proceedings between the parties hereto under or in connection with the Agreement or these Terms of Use shall be the state and federal courts located in the county and state where the Customer is headquartered, and both parties hereto hereby submit to the personal jurisdiction of such courts and hereby waive and agree not to raise any objection that such courts represent an inconvenient forum.

12.5 Notice. Any notice or communication required or permitted under these Terms of Use shall be in writing to the parties at their respective addresses of record or at such other address as may be given in writing by either party to the other in accordance with this Section 12.6 and shall be deemed to have been received by the addressee (a) if given by hand, immediately upon receipt; (b) if given by overnight courier service, the first business day following dispatch; (c) if given by registered or certified mail, postage prepaid and return receipt requested, the second business day after such notice is deposited in the mail; or (d) if given by email, the day such email is sent or, if sent after 5:00 PM Central Time, the first business day after such notice is sent.

(a)   If to City Detect: Gavin Baum-Blake, 2627 10th Ave Ste 131 Tuscaloosa, AL 35401; Email Address: gavin@citydetect.com
(b)   If to Customer: [Larry Lowe, 305 Fountain Circle SW, Huntsville, AL 35801; Email Address: larry.lowe@huntsvilleal.gov] [as annotated in the Order Form]

12.6 Amendments; Waivers. Except as otherwise set forth in applicable Order Forms, no supplement, modification, or amendment of the Agreement or these Terms of Use shall be binding, unless executed in writing by a duly authorized representative of each party to the Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under these Terms of Use, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other business form employed by Customer will supersede these Terms of Use, and any such document relating to these Terms of Use shall be for administrative purposes only and shall have no legal effect.

12.7 Third Party Beneficiaries. Except as expressly set forth in these Terms of Use, no provisions of these Terms of Use are intended nor will be interpreted to provide or create any third-party beneficiary rights or any other rights of any kind in any other party.

12.8 Feedback. If Customer or its End Users provide City Detect with any feedback, questions, or suggestions regarding the Product ("**Feedback**"), Customer and its End Users hereby assign to City Detect all rights in such Feedback and agrees that City Detect shall own and have the right to use and fully exploit such Feedback and related information in any manner City Detect deems appropriate. Any Feedback provided by Customer or any End User will be non-confidential and non-proprietary to Customer or any End User.

12.9 Publicity; References. Upon prior written notice to Customer and coordination with the Customer's Director of Communications, City Detect may issue a press release announcing the relationship between City Detect and Customer.

12.10 Messaging. From time to time, Customer or its End Users may provide contact information to City Detect to facilitate the functions of the Product. Customer acknowledges and consents, on behalf of each End User, to City Detect's use of text and other messaging and communications to End Users for the purposes disclosed to Customer and/or its End User, as applicable, at the time of collection.

12.11 Entire Agreement. These Terms of Use, along with the Agreement and related appendices and addendums, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of these Terms of Use. Customer acknowledges that the Product is an on-line, subscription-based product, and that in order to provide improved customer experience City Detect may make changes to the Product. All exhibits and addendums related to these Terms of Use are a part of these Terms of Use.

12.12   Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under the Agreement or these Terms of Use (except for a failure to pay fees) if the delay or failure is due to unforeseen events which occur after the signing of the Agreement and which are beyond the reasonable control of such party, such as an act of God, a strike, blockade, war, act of terrorism, riot, pandemics, quarantines, natural disaster, failure or diminishment of power or telecommunications or data networks or services, data service failures, or refusal of a license by a government agency.

12.13   Independent Contractors. The parties to the Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.14   Compliance with Laws. City Detect in providing its services and its products shall comply with all federal, state, and local laws.

12.15   Insurance Requirements for City Detect. Insurance requirement for City Detect relative to this Agreement are set forth in Exhibit B attached hereto.

EXHIBIT A
End User Terms Of Use

[Available and clickable via City Detect's web platform by its End Users]

By clicking the "Accept" button you represent that you are duly authorized to access and use this City Detect Product as an authorized user of a customer of City Detect. Additionally, if you are a contractor or other authorized party that is not an employee of a customer of City Detect, you accept the End User Terms of Use located at https://app.citydetect.com/end-user-agreement and agree that you are legally bound by them. If you do not agree to these statements or to the End User Terms of Use (if applicable), do not click the "Accept" button in which case you will have no license to, and must not access or use, this City Detect Product.

End User Terms of Use

These End User Terms of Use ("**User Terms**") govern your use of and access to the software as a service platform (along with all related updates, upgrades, Content (as defined below), Documentation (as defined below), Technology (as defined below), any hardware device(s), and associated web applications (along with all related Content, updates, upgrades, documentation, related services, devices, and new service offerings being referred to collectively as the "**Product**") of City Detect Inc. ("**City Detect**"), including all user documentation for the Product provided by City Detect to the End User under these User Terms that describes the requirements, integration, operation, support, or maintenance of the Product (the "**Documentation**"), all audio, video, images, text, global positioning system (GPS), other geospatial and environmental data, and other types of content captured by Devices ("**Content**"), and insights or analysis of Content by artificial intelligence models and methodologies, including "human in the loop" review ("**Technology**") provided to or accessed by you ("**you**" or "**your**") for use pursuant to and subject to a Platform Access and Services Agreement (the "**Agreement**") and its associated terms of use (the "**Terms of Use**") between City Detect and the entity with which you are contracted to provide services ("**Customer**").

1. Product Access. Subject to your compliance with these User Terms and Customer's compliance with the Agreement and the Terms of Use, City Detect hereby grants you access to the Product and access to the Content and Technology solely in accordance with the Documentation, as accessed via the equipment provided by Customer and for Customer's internal business purposes. The foregoing access will terminate immediately on the earlier to occur of:

    (a)   the expiration or earlier termination of the Agreement between City Detect and Customer; or

    (b)   your ceasing to be authorized by Customer to use the Product for any or no reason.

2. Use Restrictions. You shall not, directly or indirectly:

    (a)   use the Product, including Content, Technology, or Documentation except as set forth in Section 1;

    (b)   copy the Product, including Content, Technology, or Documentation, in whole or in part;

    (c)   modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Product, including Content and Technology, or any part thereof;

    (d)   combine the Product, including Content or any other part thereof, with, or incorporate the Product or any part thereof in, any other programs;

(e)   reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Product or any part thereof;

(f)   remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Product, including Content, Technology, or Documentation, including any copy thereof;

(g)   rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Product, including Content and Technology, or any features or functionality of the Product, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Customer, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

(h)   use the Product, including Content, Technology, or Documentation in, or in association with aircraft navigation or communication systems, air traffic control systems, or any other transport management systems;

(i)   use the Product, including Content, Technology, or Documentation in violation of any law, regulation, or rule; or

(j)   use the Product, including Content, Technology, or Documentation for purposes of competitive analysis of the Product, the development of a competing software product or service, or any other purpose that is to City Detect's commercial disadvantage.

3. <u>Collection and Use of Information.</u>

(a)   City Detect and its affiliates or service providers may, directly or indirectly, collect and store personally identifiable information about you in order to deliver the Product and perform its obligations under the Agreement. Information collected by City Detect and its affiliates or service providers includes name, contact information, location, and other information for the proper function of the Product. This information is subject to City Detect's privacy policy located at https://app.citydetect.com/privacy-policy.

(b)   City Detect may, directly or indirectly, collect publicly accessible information, which may include imagery from the public right of way, geographic locations, municipal government plans and focus areas, aggregated statistics, or other publicly accessible information.

(c)   City Detect may, directly or indirectly through the services of others, collect and store information regarding use of the Product and about equipment on which the Product is installed or through which it otherwise is accessed and used, by means of (i) providing maintenance and support services and (ii) security measures included in the Product.

(d)   You agree that City Detect may use the information identified in Sections 3(a) or 3(b) for any purpose related to any use of the Product, including but not limited to: (i) improving the performance of the Product, including the accuracy and interpretation of Content, or developing updates; (ii) verifying compliance with the terms of this Agreement and enforcing City Detect's rights, including all intellectual property rights in and to the Product; and (iii) sharing and selling Technology insights, reports, or analysis to third parties.

4. <u>End User Accounts.</u> In order to access and use certain features of the Product, you must register for an account (an "**End User Account**"). You must keep user ID and password information strictly

confidential and not share such information with any unauthorized person. You are responsible for maintaining the confidentiality of your End User Account login information and are fully responsible for activities that occur under your End User Account.

5. Intellectual Property Rights. You acknowledge that the Product, including the Content and Technology, is provided under license, and not sold, to you. You do not acquire any ownership interest in the Product, Content, or Technology under this Agreement, or any other rights to the Product, including Content and Technology, other than to use the Product in accordance with the license granted under this Agreement, subject to all terms, conditions, and restrictions. City Detect and its licensors, affiliates, and service providers, reserve and shall retain their entire right, title, and interest in and to the Product, including Content and Technology, and all intellectual property rights arising out of or relating to the Product, including Content, subject to the license expressly granted to the Customer in this Agreement. You shall safeguard the Product, including Content and Technology, from infringement, misappropriation, theft, misuse, or unauthorized access.

6. Disclaimer of Liability. **In no event will City Detect or its affiliates, or any of its or their respective licensors or service providers, be liable to you for any use, interruption, delay, or inability to use the Product. You are provided the Product pursuant to an agreement between City Detect and Customer, solely for the benefit of Customer and at Customer's discretion. You acknowledge that you have no rights under that Agreement including any rights to enforce any of its terms. Any obligation or liability City Detect or its affiliates, or any of its or their licensors or service providers, may have with respect to your use or inability to use the Product shall be solely to Customer pursuant to that Agreement and subject to all limitations of liability set forth therein.**

7. Export Regulation. The Product may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Product to, or make the Product or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Product available outside the US.

8. Governing Law. These Terms of Use are governed by and construed in accordance with the internal laws of the **State of [Alabama]** without giving effect to any choice or conflict of law provision or rule (whether of the **State of [Alabama]** or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the **State of Alabama].**

1. INSURANCE REQUIREMENTS

City Detect shall carry insurance of the following kinds and amounts. City Detect shall procure and maintain for the duration of the Agreementor as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement byCity Detect, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE OF INSURANCE:

1. General Liability:

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after Risk Management approval.

Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

2. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

3. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. Subrogation shall be waived as respects Workers' Compensation.

4. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

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INSURANCE REQUIREMENTS

B.   LIMITS OF INSURANCE:

1.   General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

$2,000,000   General Aggregate Limit
$2,000,000   Products - Completed Operations Aggregate
$1,000,000   Personal & Advertising Injury
$1,000,000   Each Occurrence

2.   Automobile Liability:

$1,000,000 Combined Single Limit per accident for bodily injury and property damage.

3.   Workers' Compensation:

As Required by the State of Alabama Statute. If statutory exemption to this coverage is asserted, an explanation shall be attached to the bidder's Certificate of Liability Insurance.

4.   Employers Liability:

$1,000,000 Bodily Injury by Accident
$1,000,000 Bodily Injury by Disease
$1,000,000 Policy Limit by Disease

5.   Cyber Liability/Network

$1,000,000 General Aggregate

6..   Professional Liability

$1,000,000 Per Occurrence

C.   OTHER INSURANCE PROVISIONS:

The City is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the City's best interest.

1.   General Liability and Automobile Liability Coverages Only:

a.   City Detect's insurance coverage shall be primary insurance as respects the City, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or specified volunteers shall be excess of City Detect's insurance and shall not contribute to it.

b.   The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

a. City Detect is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the City.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, employees, agents or specified volunteers.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with an A. M. Best's rating of no less than B+ V.

E. VERIFICATION OF COVERAGE:

The City shall be indicated as a Certificate Holder and City Detect shall furnish the City with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by the City before Award Notification is issued by the City. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS WORKING FOR THE CONTRACTOR:

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and/or endorsements for each subcontractor. Subcontractors working for City Detect shall be required to carry insurance.

G. HOLD HARMLESS AGREEMENT:

City Detect, to the fullest extent permitted by law, shall indemnify and hold harmless the City of Huntsville, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the Contractor, or any of their subcontractors, sub-consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.