



NORCROSS POLICE DEPARTMENT
BILL GROGAN, CHIEF OF POLICE

July 18, 2018

MuckRock News
DEPT MR 57810
411A Highland Avenue
Somerville, MA 02144-2516

To Whom It May Concern:

As per your ***Georgia Open Records Act Request FOIA-Norcross PD-PredPol Documents***, the following is being provided as per your request:

1. Proposed Terms for Predictive Policing Software Services for the City of Norcross Police Department (blank review copy) dated May 23, 2013;
2. Subscription Agreement with the City of Norcross Police Department dated 06/24/13;
3. Letter from Amanda Bermudes, Assistant to Caleb S. Baskin dated June 28, 2013-fully executed Subscription Agreement between City of Norcross Police Department and PredPol
4. Norcross Police Department Standard Operating Procedure A100-Crime Analysis.

Please note that on June 16, 2017, the Norcross Police Department made the decision as part of a change in leadership by the new Chief of Police, to discontinue services provided by PredPol. This memorandum is also attached and noted as #5.

If you have any questions or required further information, please feel free to contact my office at 770-448-2111.

Sincerely,

A handwritten signature in black ink, appearing to read "Leisa W. Grace", followed by a long horizontal line.

Leisa W. Grace
Executive Assistant
Office of the Chief of Police
Norcross Police Department



**PROPOSED TERMS for PREDICTIVE POLICING SOFTWARE SERVICES
for THE CITY OF NORCROSS POLICE DEPARTMENT**

May 23, 2013

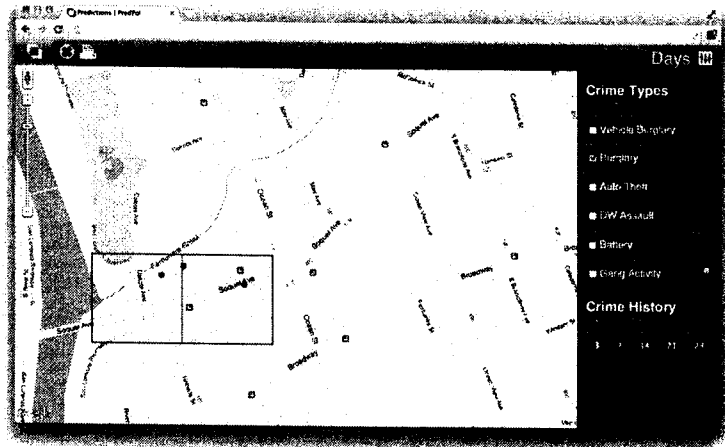
PredPol is glad to be working with you on decreasing Norcross's crime and looks forward to a very productive and successful relationship. These are proposed terms and a description of services for deploying PredPol's crime prediction technology.

1. Financial Parameters:
 - a. The software subscription price for Norcross is \$9,000 per year.
 - b. The one time setup fee for Norcross of \$1,500.
 - c. The term of the subscription will be three years.
 - d. Additional discounts based on deployment of the tool across other, adjacent jurisdictions are available.
2. Non-Financial Parameters: The City agrees to *reasonably* support PredPol's development and research by doing the following, during the term of this Agreement:
 - a. Deploy and utilize the PredPol tool and the intelligence it generates;
 - b. Publicly announce the City's deployment of predictive policing and respond to inquiries from other agencies;
 - c. Generally support the testing of the PredPol tool and any new features/tools, including providing user feedback, as requested by PredPol;
 - d. Provide access to relevant City databases and shared databases to which the City has access, pursuant to all applicable laws and access agreements;



SERVICES

Problem Addressed: Law enforcement agencies face budget cuts, hiring freezes and furloughs. Over the last decade, they have been asked to do more with less, forcing them to allocate resources more efficiently. PredPol enables agencies to do more with the limited resources. PredPol's proven patent-pending prediction technology, developed with cops for cops, provides automated real time predictions that line level officers can use to focus their patrols in the areas which yield the highest return. PredPol's accuracy and crime reducing effects have both been proven in a double blind study with LAPD.



PredPol's predictive tool integrates seamlessly with agency RMS/CAD systems to provide real-time predictions to command and line level officers. It's accessible by printing results on paper and on any device, whether desktop, laptop, tablet, smartphone, or in-car display that has a standard connected web browser. PredPol's API allows it to integrate with any RMS/CAD system, as well as any existing agency application, such as data warehouse browser or analytic dashboard.



Scope of Work: PredPol shall provide services, resources, and tools to support a successful implementation of a proprietary, patent pending SaaS application that supports the Norcross Police Department's efforts to predict, deter, and reduce crime. The scope of work will include the following:

- Setup of and integration of the PredPol tool into Customer's existing RMS/CAD/Data system. Timeline for setup dependent upon grant of access by Customer to PredPol's technician for installation of the data pipeline.
- Installation of a data pipe from Customer to the PredPol SaaS. Frequency of data update (daily, hourly, every few minutes) is dependent on the degree of access granted to PredPol to stream data from Customer.
- Provide Command, Analysts and Supervisors with best practices guidance.
- Full Customer access to the tool, including unlimited prediction views, refreshes, and report generation.
- Provide electronic transfer of 500 square foot predictive locations (latitude and longitude data) identified by PredPol.com to Customer for electronic consumption by Customer's computer systems. The details of the data exchange will be determined through conversations with Customer's information technology staff and depend on Customer's existing RMS/CAD/Data system and its existing mapping technology, if any.
- Access to 3, 7, 14 and 28 day historical crime mapping for crime types predicted by the tool.
- Provide phone and email support for technical and operational use within 24 hours.
- Inclusion of feature updates as added during the subscription, at no additional charge.
- The crimes will be set up according to your preferences and satisfaction.



PredPol Predictive Policing Software

Subscription Agreement With the City of Norcross Police Department

This PredPol Subscription Agreement (the "**Agreement**") is entered into by and between PredPol Inc., a California corporation, with offices at 331 Soquel Avenue, Suite 100, Santa Cruz, CA 95062 ("**PredPol**") and the entity agreeing to these terms, the City of Norcross, Georgia, Police Department ("**Customer**"). This Agreement is effective as of the date the Agreement is countersigned (the "**Effective Date**"). This Agreement governs Customer's access to and use of the Services.

1. Product and Pricing

In consideration of the pricing and other obligations described herein, Customer shall receive one of the PredPol Services, described in Attachment A, that are focused on prediction of property, assault and robbery, and such other crimes as Customer and PredPol agree upon.

Pricing for each year shall be \$9,000 USD per year for a three year subscription and a one-time setup fee of \$1,500.

For joint deployments by adjacent jurisdictions before October 31, 2013, there is a 10% discount off the annual fee for each jurisdiction for the first three cities/counties that join together for a maximum 20% discount off the annual pricing.

Services will commence subsequent to receipt of the year one payment and Customer taking the necessary steps to enable PredPol to setup the Services.

Payments shall be made in U.S. Dollars by either wire transfer or check. Checks shall be sent to PredPol, Inc., 331 Soquel Avenue, Suite 100, Santa Cruz, California, 95062, USA. If wire transfer is desired, wiring instructions can be obtained by contacting your PredPol point of contact.

2. Term

2.1 Agreement Term.

This Agreement will remain in effect for the Term set forth above under Pricing.

2.2 Services Term and Purchases During Services Term.

PredPol will provide the Services to the City of Norcross Police Department during the Services Term. Unless the parties agree otherwise in writing, new products or services purchased during any Services Term will have a prorated term ending on the last day of that Services Term

2.3 Revising Rates.

PredPol may revise its rates for the subsequent Services Term by providing Customer written notice (which may be by email) at least thirty days prior to the start of the subsequent Services Term.

3. Additional Customer Obligations.

Customer agrees that Customer will provide the information and take the steps requested by PredPol in order to facilitate setup and implementation of the Services.

3.1 PredPol's License to Use Customer's Data.

Customer confirms that Customer hereby provides PredPol with an irrevocable, non-exclusive license to use its data for purposes of research, development and testing of PredPol's Services. Customer also provides authority to PredPol to utilize its data for delivering services to Customer and other domestic, U.S.-based law enforcement agencies. Such services may include regional reporting, cross-jurisdiction predictions, among other services.

3.2 Additional Obligations.

The City of Norcross Police Department additionally agrees to:

- a. Deploy and utilize the PredPol tool and the intelligence it generates;
- b. Generally support the deployment of the PredPol tool and any new features/tools, including providing user feedback, as requested by PredPol;
- c. Provide access to relevant databases and shared databases to which the City has access, pursuant to all applicable laws and access agreements;
- d. Contribute to requested case studies on predictive policing;
- e. Respond to occasional inquiries and occasionally host visitors from other agencies;
- f. Engage in limited and reasonable requests for publicity, including but not limited to training materials, marketing, and research. In the event any of the foregoing would involve costs to the City outside of its normal costs for employees performing their normal job duties, PredPol agrees to reimburse City for such costs. For example, if the Chief is requested to attend and speak at a conference of police chiefs to which they are not already traveling, PredPol agrees to reimburse City for travel expenses.

4. Services.

4.1 License to Use.

Customer shall be licensed and authorized to use the Services as provided as a SaaS (software as a service). The scope of the license is non-transferable and non-exclusive and is

authorized by PredPol for use by the Customer. The Customer shall have the right to use the Services for the Term of this Agreement and any extensions or renewals. The Services shall be provided in English.

4.2 Facilities and Data Transfer.

All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where PredPol stores and processes its own information of a similar type and in compliant with all applicable state and federal laws. PredPol has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data and protect against unauthorized access to or use of Customer Data.

4.3 Modifications To the Services.

PredPol may make commercially reasonable changes to the Services from time to time. If PredPol makes a material change to the Services PredPol will inform Customer.

4.4 Retention.

PredPol will have no obligation to retain any archived Customer Data. Customer Data is read from Customer, but PredPol does not provide or function as an archive service for the data.

5. Customer Obligations.

5.1 Compliance.

Customer will use the Services in accordance with this Agreement and all applicable laws. PredPol may make new applications features or functionality for the Services available from time to time the use of which may be contingent upon Customer's agreement to additional terms.

5.2 Login IDs and Passwords.

Customer is solely responsible for monitoring and protecting the confidentiality of all Login IDs and Passwords issued to it and its End Users.

5.3 Customer Administration of the Services.

Customer may specify one or more Administrators who will have the rights to administer the End User Accounts. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that PredPol's responsibilities do not extend to the internal management or administration of the Services for Customer and that PredPol is merely a data-processor.

5.4 Unauthorized Use.

Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify PredPol of any unauthorized use of or access to the Services of which it becomes aware.

5.5 Restrictions on Use.

Unless PredPol specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws or other applicable law. Customer is solely responsible for ensuring that its use of the Services complies with all applicable laws and regulations.

5.6 Third Party Requests.

Customer is responsible for responding to Third Party Requests. PredPol will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own and will contact PredPol only if it cannot reasonably obtain such information.

6. Payment.

6.1 Payment.

All payments due are in U.S. dollars unless otherwise indicated on the Order Page or invoice. Fees for orders where PredPol issues an invoice are due upon Customer's receipt of the invoice and are considered delinquent thirty days after the date of the applicable invoice.

6.2 Delinquent Payments.

Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by PredPol in collecting such delinquent amounts except where such delinquent amounts are due to PredPol's billing inaccuracies.

6.3 Taxes.

Customer is responsible for any Taxes and Customer will pay PredPol for the Services without any reduction for Taxes. If PredPol is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer unless Customer provides PredPol with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to PredPol, Customer must provide PredPol with an official tax receipt or other appropriate documentation to support such payments.

7. Technical Support Services.

7.1 By Customer.

Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. This use includes, but is not limited to, providing forgotten passwords and re-establishing network connectivity on Customer's or End Users' own devices. Customer will use commercially reasonable efforts to resolve support issues before escalating them to PredPol.

7.2 By PredPol.

PredPol will make all reasonable efforts in training Customer's command and management team to anticipate routine technical issues and provide solutions that Customer can reasonably implement. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to PredPol. PredPol will provide the support necessary to resolve Customer's issue, to the extent reasonably practicable in PredPol's discretion.

8. Suspension.

8.1 Of End User Accounts by PredPol.

If PredPol becomes aware of an End User's violation of the Agreement, then PredPol may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with PredPol's request to Suspend an End User Account, then PredPol may do so. The duration of any Suspension by PredPol will be until the applicable End User has cured the breach which caused the Suspension.

8.2 5.2 Emergency Security Issues.

Notwithstanding the foregoing, if there is an Emergency Security Issue, then PredPol may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If PredPol Suspends an End User Account for any reason without prior notice to Customer, at Customer request, PredPol will provide Customer the reason for the Suspension as soon as is reasonably possible.

9. Confidential Information.

9.1 Obligations.

Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates' employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates' employees and agents in violation of this Section.

9.2 Exceptions.

Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

9.3 Required Disclosure.

Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

10. Intellectual Property Rights; Brand Features.

10.1 Intellectual Property Rights.

Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and PredPol owns all Intellectual Property Rights in the Services. Customer grants to PredPol a non-exclusive license to use Customer's Data for PredPol's legitimate business purposes, including providing products and services to law enforcement agencies.

11. Publicity.

Customer agrees that PredPol may include Customer's name in a list of PredPol customers, online or in promotional materials. Customer also agrees that PredPol may verbally reference Customer as a customer of the PredPol products or services that are the subject of this Agreement. Further, Customer agrees to participate in media outreach with PredPol, including issuance of a press release or holding of a press conference to announce the deployment of PredPol. When discussing the use or deployment of the PredPol tool, Customer agrees to refer reference the PredPol brand name, wherever possible.

12. Representations, Warranties and Disclaimers.

12.1 Representations and Warranties.

Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use of the Services, as applicable (including applicable security breach notification law). PredPol warrants that it will provide the Services as provided herein.

12.2 Disclaimers.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. PREDPOL MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER AND CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS INCLUDING EMERGENCY SERVICES CALLS OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

13. Termination.

13.1 Termination for Breach.

Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

13.2 Effects of Termination.

If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); and (ii) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

14. Indemnification.

14.1 By Customer.

Customer will indemnify, defend, and hold harmless PredPol from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (i) regarding Customer Data; or (ii) regarding Customer's use of the Services in violation of this Agreement or applicable law.

14.2 By PredPol.

PredPol will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that PredPol's technology used to provide the Services or any PredPol Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall PredPol have any obligations or liability under this Section arising from: (i) use of any Services or PredPol Brand Features in a modified form or in combination with materials not furnished by PredPol, and (ii) any content, information or data provided by Customer, End Users or other third parties.

14.3 Possible Infringement.

Repair, Replace, or Modify.

If PredPol reasonably believes the Services infringe a third party's Intellectual Property Rights, then PredPol will: (a) obtain the right for Customer, at PredPol's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.

Suspension or Termination.

If PredPol does not believe the foregoing options are commercially reasonable, then PredPol may suspend or terminate Customer's use of the impacted Services. If PredPol terminates the impacted Services, then PredPol will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the period following termination of such Services.

14.4 General.

The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

15. Limitation of Liability.

15.1 Limitation on Indirect Liability.

NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

15.2 Limitation on Amount of Liability.

NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO PREDPOL HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

15.3 Exceptions to Limitations.

These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

16. Miscellaneous.

16.1 Notices.

Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

16.2 Assignment.

Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

16.3 Change of Control.

Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).

16.4 Force Majeure.

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

16.5 No Waiver.

Failure to enforce any provision of this Agreement will not constitute a waiver.

16.6 Severability.

If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

16.7 No Agency.

The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

16.8 No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

16.9 Equitable Relief.

Nothing in this Agreement will limit either party's ability to seek equitable relief.

16.10 Governing Law.

This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CRUZ COUNTY, CALIFORNIA. The parties explicitly agree that no other laws, treaties or regulations shall control this Agreement.

16.11 Amendments.

Any amendment must be in writing and expressly state that it is amending this Agreement.

16.12 Survival.

The following sections will survive expiration or termination of this Agreement: Section 3, 6, 7.1, 10, 11.2, 12, 13, 14 and 15.

16.13 Entire Agreement.

This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

16.14 Interpretation of Conflicting Terms.

If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Subscription Terms set forth in any separate quote prepared by PredPol, then the Agreement, and the terms located at any URL. If Customer signs a physical agreement with PredPol to receive the Services, the physical agreement will override any online Agreement.

16.15 Counterparts.

The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

17. Definitions.

17.1 "Account Manager" means the PredPol business person working with Customer regarding Customer's purchase of the Services.

17.2 "Admin Account(s)" means the administrative account(s) provided to Customer by PredPol for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which PredPol will provide to Customer.

17.3 "Administrators" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

17.4 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

17.5 "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

17.6 "Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

17.7 "Customer Data" or "Customer Data" means data, including crime data, provided, generated, transmitted or displayed via the Services by **Customer** or End Users.

17.8 "Emergency Security Issue" means either: (a) Customer's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customer's use of the Services; or (iii) the PredPol network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

17.9 "End Users" means the individuals Customer permits to use the Services.

17.10 "End User Account" means a PredPol-hosted account established by Customer through the Services for an End User.

17.11 "Export Control Laws" means all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

17.12 "Fees" means the amounts invoiced to Customer by PredPol for the Services as described in a Subscription Terms or similar document.

17.13 "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

17.14 "Initial Services Term" means the term for the applicable Services beginning on the Service Commencement Date and continuing for 12 months (or, if different, the duration set forth on the Order Page).

17.15 "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

17.16 "Subscription Terms" means the order document reflecting the financial terms of the subscription, including: (i) the Services being ordered; (ii) Fees; and (iii) Initial Services Term.

17.17 "Service Commencement Date" is the date upon which PredPol makes the Services available to Customer, and will be within one week of PredPol's receipt of the completed Order Page, unless otherwise agreed by the parties.

17.18 "Service Pages" mean the web pages displaying the Services to End Users.

17.19 "Services" means the applicable PredPol product or service, as described in the attached Product Data Sheet.

17.20 "Services Term" means the applicable Initial Services Term and all renewal terms for the applicable Services.

17.21 "Suspend" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

17.22 "Taxes" means any duties, customs fees, or taxes (other than PredPol's income tax) associated with the sale of the Services, including any related penalties or interest.

17.23 "Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of (i) the end of the last Services Term or (ii) the Agreement is terminated as set forth herein.

17.24 "Third Party Request" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

EXECUTED as a sealed instrument as of the day and year first set forth below by the last counter-signatory.

DATED: _____, 2013 PredPol, Inc.:

_____,
By: Caleb Baskin, its CEO

DATED: _____, 2013 _____:

By: _____,

ATTACHMENT A SERVICES

SOFTWARE (SaaS) SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF NORCROSS POLICE DEPARTMENT

The Company: PredPol, the predictive policing company, provides high-precision, micro-place predictions for where and when crime – whether property crime, gun crime or gang crime – is most likely to occur. Predicting crime in real time is the first step in deterring and disrupting it. PredPol's cloud based software-as-a-service (SaaS) has first been deployed for domestic U.S. law enforcement agencies, but also accurately predicts a variety of incidents, including IED and terrorist activity in an active theater.

Problem Addressed: Law enforcement agencies face budget cuts, hiring freezes and furloughs. Over the last decade, they have been asked to do more with less, forcing them to allocate resources more efficiently. PredPol enables agencies to do more with the limited resources. PredPol's proven patent-pending prediction technology, developed with cops for cops, provides automated real time predictions that line level officers can use to focus their patrols in the areas which yield the highest return. PredPol's accuracy and crime reducing effects have both been proven in a double blind study with LAPD.

The Service to the City of Norcross Police Department: PredPol's product for Norcross is its patent-pending law enforcement predictive software as a service SaaS that includes PredPol's cloud applications, PredPol's data pipe applications, and any other crime-related applications that may be provided by PredPol hereunder from time to time. Part of this technology is provided by PredPol under an exclusive license from Santa Clara University in Santa Clara, California, while other parts of the technology were created by PredPol itself.

PredPol's predictive tool integrates seamlessly with agency RMS/CAD systems to provide real-time predictions to command and line level officers. It's accessible by printing results on paper and on any device, whether desktop, laptop, tablet, smartphone, or in-car display that has a standard connected web browser. PredPol's API allows it to integrate with any RMS/CAD system, as well as any existing agency application, such as data warehouse browser or analytic dashboard.

Scope of Work: PredPol shall provide services, resources, and tools to support a successful implementation of a proprietary, patent pending SaaS application that supports the City of Norcross Police Department's efforts to predict, deter, and reduce crime. The scope of work will include the following:

- Setup of and integration of the PredPol tool into Customer's existing RMS/CAD/Data system. Timeline for setup dependent upon grant of access by Customer to PredPol's technician for installation of the data pipeline.
- Installation of a data pipe from Customer to the PredPol SaaS. Frequency of data update (daily, hourly, every few minutes) is dependent on the degree of access granted to PredPol to stream data from Customer.
- Provide Command, Analysts and Supervisors with best practices guidance.
- Full Customer access to the tool, including unlimited prediction views, refreshes, and report generation.
- Provide electronic transfer of 500 square foot predictive locations (latitude and longitude data) identified by PredPol.com to Customer for electronic consumption by Customer's computer systems. The details of the data exchange will be determined through conversations with Customer's information technology staff and depend on Customer's existing RMS/CAD/Data

system and its existing mapping technology, if any.

- Access to 3, 7, 14 and 28 day historical crime mapping for crime types predicted by the tool.
- Provide phone and email support for technical and operational use.
- Inclusion of feature updates as added during the subscription, at no additional charge.

PRELIMINARY PROJECT SCHEDULE	
Deliverable/Task	Target Date
Signed Agreement	6/14/2013
Kick-off meeting or conference call	on or before 6/28/13
System configuration and data conversion/upload complete	7/2/2013
Go-Live	7/19/2013

PAYMENT SCHEDULE		
Deliverable Name	Acceptance Date	Amt
Initial Setup and Configuration	[execution date of the Agreement]	\$ 1,500
Annual subscription before discounts:	[execution date of the Agreement]	\$ 9,000

**PredPol Predictive Policing Software****Subscription Agreement With the City of Norcross Police Department**

This PredPol Subscription Agreement (the "**Agreement**") is entered into by and between PredPol Inc., a California corporation, with offices at 331 Soquel Avenue, Suite 100, Santa Cruz, CA 95062 ("**PredPol**") and the entity agreeing to these terms, the City of Norcross, Georgia, Police Department ("**Customer**"). This Agreement is effective as of the date the Agreement is countersigned (the "**Effective Date**"). This Agreement governs Customer's access to and use of the Services.

1. Product and Pricing

In consideration of the pricing and other obligations described herein, Customer shall receive one of the PredPol Services, described in Attachment A, that are focused on prediction of property, assault and robbery, and such other crimes as Customer and PredPol agree upon.

Pricing for each year shall be \$9,000 USD per year for a three year subscription and a one-time setup fee of \$1,500.

For joint deployments by adjacent jurisdictions before October 31, 2013, there is a 10% discount off the annual fee for each jurisdiction for the first three cities/counties that join together for a maximum 20% discount off the annual pricing.

Services will commence subsequent to receipt of the year one payment and Customer taking the necessary steps to enable PredPol to setup the Services.

Payments shall be made in U.S. Dollars by either wire transfer or check. Checks shall be sent to PredPol, Inc., 331 Soquel Avenue, Suite 100, Santa Cruz, California, 95062, USA. If wire transfer is desired, wiring instructions can be obtained by contacting your PredPol point of contact.

2. Term**2.1 Agreement Term.**

This Agreement will remain in effect for the Term set forth above under Pricing.

2.2 Services Term and Purchases During Services Term.

PredPol will provide the Services to the City of Norcross Police Department during the Services Term. Unless the parties agree otherwise in writing, new products or services purchased during any Services Term will have a prorated term ending on the last day of that Services Term.

2.3 Revising Rates.

PredPol may revise its rates for the subsequent Services Term by providing Customer written notice (which may be by email) at least thirty days prior to the start of the subsequent

Services Term; provided however, that total obligation of Customer for each calendar year shall not exceed \$10,000.00 without the express written consent of Customer.

3. Additional Customer Obligations.

Customer agrees that Customer will provide the information and take the steps requested by PredPol in order to facilitate setup and implementation of the Services.

3.1 PredPol's License to Use Customer's Data.

Customer confirms that Customer hereby provides PredPol with an irrevocable, non-exclusive license to use its data for purposes of research, development and testing of PredPol's Services. Customer also provides authority to PredPol to utilize its data for delivering services to Customer and other domestic, U.S.-based law enforcement agencies. Such services may include regional reporting, cross-jurisdiction predictions, among other services.

3.2 Additional Obligations.

The City of Norcross Police Department additionally agrees to:

- a. Deploy and utilize the PredPol tool and the intelligence it generates;
- b. Generally support the deployment of the PredPol tool and any new features/tools, including providing user feedback, as requested by PredPol;
- c. Provide access to relevant databases and shared databases to which the City has access, pursuant to all applicable laws and access agreements;
- d. Contribute to requested case studies on predictive policing;
- e. Respond to occasional inquiries and occasionally host visitors from other agencies;
- f. Engage in limited and reasonable requests for publicity, including but not limited to training materials, marketing, and research. In the event any of the forgoing would involve costs to the City outside of its normal costs for employees performing their normal job duties, PredPol agrees to reimburse City for such costs. For example, if the Chief is requested to attend and speak at a conference of police chiefs to which they are not already traveling, PredPol agrees to reimburse City for travel expenses.

4. Services.

4.1 License to Use.

Customer shall be licensed and authorized to use the Services as provided as a SaaS (software as a service). The scope of the license is non-transferable and non-exclusive and is authorized by PredPol for use by the Customer. The Customer shall have the right to use the

Services for the Term of this Agreement and any extensions or renewals. The Services shall be provided in English.

4.2 Facilities and Data Transfer.

All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where PredPol stores and processes its own information of a similar type and in compliant with all applicable state and federal laws. PredPol has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data and protect against unauthorized access to or use of Customer Data.

4.3 Modifications To the Services.

PredPol may make commercially reasonable changes to the Services from time to time. If PredPol makes a material change to the Services PredPol will inform Customer.

4.4 Retention.

PredPol will have no obligation to retain any archived Customer Data. Customer Data is read from Customer, but PredPol does not provide or function as an archive service for the data.

5. Customer Obligations.

5.1 Compliance.

Customer will use the Services in accordance with this Agreement and all applicable laws. PredPol may make new applications features or functionality for the Services available from time to time the use of which may be contingent upon Customer's agreement to additional terms.

5.2 Login IDs and Passwords.

Customer is solely responsible for monitoring and protecting the confidentiality of all Login IDs and Passwords issued to it and its End Users.

5.3 Customer Administration of the Services.

Customer may specify one or more Administrators who will have the rights to administer the End User Accounts. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that PredPol's responsibilities do not extend to the internal management or administration of the Services for Customer and that PredPol is merely a data-processor.

5.4 Unauthorized Use.

Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify PredPol of any unauthorized use of or access to the Services of which it becomes aware.

5.5 Restrictions on Use.

Unless PredPol specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws or other applicable law. Customer is solely responsible for ensuring that its use of the Services complies with all applicable laws and regulations.

5.6 Third Party Requests.

Customer is responsible for responding to Third Party Requests. PredPol will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own and will contact PredPol only if it cannot reasonably obtain such information.

6. Payment.

6.1 Payment.

All payments due are in U.S. dollars unless otherwise indicated on the Order Page or invoice. Fees for orders where PredPol issues an invoice are due upon Customer's receipt of the invoice and are considered delinquent thirty days after the date of the applicable invoice.

6.2 Delinquent Payments.

Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by PredPol in collecting such delinquent amounts except where such delinquent amounts are due to PredPol's billing inaccuracies.

6.3 Taxes.

Customer is responsible for any Taxes and Customer will pay PredPol for the Services without any reduction for Taxes. If PredPol is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer unless Customer provides PredPol with a valid tax exemption certificate

authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to PredPol, Customer must provide PredPol with an official tax receipt or other appropriate documentation to support such payments.

7. Technical Support Services.

7.1 By Customer.

Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. This use includes, but is not limited to, providing forgotten passwords and re-establishing network connectivity on Customer's or End Users' own devices. Customer will use commercially reasonable efforts to resolve support issues before escalating them to PredPol.

7.2 By PredPol.

PredPol will make all reasonable efforts in training Customer's command and management team to anticipate routine technical issues and provide solutions that Customer can reasonably implement. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to PredPol. PredPol will provide the support necessary to resolve Customer's issue, to the extent reasonably practicable in PredPol's discretion.

8. Suspension.

8.1 Of End User Accounts by PredPol.

If PredPol becomes aware of an End User's violation of the Agreement, then PredPol may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with PredPol's request to Suspend an End User Account, then PredPol may do so. The duration of any Suspension by PredPol will be until the applicable End User has cured the breach which caused the Suspension.

8.2 5.2 Emergency Security Issues.

Notwithstanding the foregoing, if there is an Emergency Security Issue, then PredPol may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If PredPol Suspends an End User Account for any reason without prior notice to Customer, at Customer request, PredPol will provide Customer the reason for the Suspension as soon as is reasonably possible.

9. Confidential Information.

9.1 Obligations.

Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information except to Affiliates, employees and agents who need to know it and

who have agreed in writing to keep it confidential. Each party (and any Affiliates' employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates' employees and agents in violation of this Section.

9.2 Exceptions.

Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

9.3 Required Disclosure.

Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

10. Intellectual Property Rights; Brand Features.

10.1 Intellectual Property Rights.

11. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and PredPol owns all Intellectual Property Rights in the Services. Customer grants to PredPol a non-exclusive license to use Customer's Data for PredPol's legitimate business purposes, including providing products and services to law enforcement agencies.

12. Publicity.

Customer agrees that PredPol may include Customer's name in a list of PredPol customers, online or in promotional materials. Customer also agrees that PredPol may verbally reference Customer as a customer of the PredPol products or services that are the subject of this Agreement. Further, Customer agrees to participate in media outreach with PredPol, including issuance of a press release or holding of a press conference to announce the deployment of PredPol. When discussing the use or deployment of the PredPol tool, Customer agrees to refer reference the PredPol brand name, wherever possible.

13. Representations, Warranties and Disclaimers.

13.1 Representations and Warranties.

Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision,

or use of the Services, as applicable (including applicable security breach notification law). PredPol warrants that it will provide the Services as provided herein.

13.2 Disclaimers.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. PREDPOL MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER AND CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS INCLUDING EMERGENCY SERVICES CALLS OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

14. Termination.

14.1 Termination for Breach.

Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

14.2 Effects of Termination.

If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); and (ii) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

13.3 Automatic Renewal and Termination.

Notwithstanding the foregoing, this Agreement shall be for automatically renewed annually on January 1 of each calendar year unless Customer gives written notice of its intent to terminate this Agreement to PredPol on or before December 1 of the preceding year; provided further, that this Agreement shall terminate absolutely and without further obligation on the part of Customer on December 31 of the calendar year in which it was executed and on December 31 of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. § 36-60-13.

15. Indemnification.

15.1 By PredPol.

PredPol will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that PredPol's technology used to provide the Services or any PredPol Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall PredPol have any obligations or liability under this Section arising from: (i) use of any Services or PredPol Brand Features in a modified form or in combination with materials not furnished by PredPol, and (ii) any content, information or data provided by Customer, End Users or other third parties.

15.2 Possible Infringement.

Repair, Replace, or Modify.

If PredPol reasonably believes the Services infringe a third party's Intellectual Property Rights, then PredPol will: (a) obtain the right for Customer, at PredPol's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.

Suspension or Termination.

If PredPol does not believe the foregoing options are commercially reasonable, then PredPol may suspend or terminate Customer's use of the impacted Services. If PredPol terminates the impacted Services, then PredPol will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the period following termination of such Services.

15.3 General.

The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

16. Limitation of Liability.

16.1 Limitation on Indirect Liability.

NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

16.2 Limitation on Amount of Liability.

NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO PREDPOL HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

16.3 Exceptions to Limitations.

These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

17. Miscellaneous.

17.1 Notices.

Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

17.2 Assignment.

Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

17.3 Change of Control.

Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).

17.4 Title to Supplies, Materials, Equipment, or Other Personal Property.

Title to any supplies, materials, equipment, or other personal property shall remain in the PredPol until fully paid for by Customer as required by O.C.G.A. § 36-60-13.

17.5 Force Majeure.

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

17.6 No Waiver.

Failure to enforce any provision of this Agreement will not constitute a waiver.

17.7 Severability.

If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

17.8 No Agency.

The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

17.9 No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

17.10 Equitable Relief.

Nothing in this Agreement will limit either party's ability to seek equitable relief.

17.11 Governing Law.

This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CRUZ COUNTY, CALIFORNIA. The parties explicitly agree that no other laws, treaties or regulations shall control this Agreement.

17.12 Amendments.

Any amendment must be in writing and expressly state that it is amending this Agreement.

17.13 Survival.

The following sections will survive expiration or termination of this Agreement: Section 3, 6, 7.1, 10, 11.2, 12, 13, 14 and 15.

17.14 Entire Agreement.

This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

17.15 Interpretation of Conflicting Terms.

If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Subscription Terms set forth in any separate quote

prepared by PredPol, then the Agreement, and the terms located at any URL. If Customer signs a physical agreement with PredPol to receive the Services, the physical agreement will override any online Agreement.

17.16 Counterparts.

The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

18. Definitions.

18.1 "Account Manager" means the PredPol business person working with Customer regarding Customer's purchase of the Services.

18.2 "Admin Account(s)" means the administrative account(s) provided to Customer by PredPol for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which PredPol will provide to Customer.

18.3 "Administrators" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

18.4 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

18.5 "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

18.6 "Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

18.7 "Customer Data" or "Customer Data" means data, including crime data, provided, generated, transmitted or displayed via the Services by Customer or End Users.

18.8 "Emergency Security Issue" means either: (a) Customer's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customer's use of the Services; or (iii) the PredPol network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

18.9 "End Users" means the individuals Customer permits to use the Services.

18.10 "End User Account" means a PredPol-hosted account established by Customer through the Services for an End User.

18.11 "Export Control Laws" means all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury

Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

18.12 "Fees" means the amounts invoiced to Customer by PredPol for the Services as described in a Subscription Terms or similar document.

18.13 "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

18.14 "Initial Services Term" means the term for the applicable Services beginning on the Service Commencement Date and continuing for 12 months (or, if different, the duration set forth on the Order Page).

18.15 "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

18.16 "Subscription Terms" means the order document reflecting the financial terms of the subscription, including: (i) the Services being ordered; (ii) Fees; and (iii) Initial Services Term.

18.17 "Service Commencement Date" is the date upon which PredPol makes the Services available to Customer, and will be within one week of PredPol's receipt of the completed Order Page, unless otherwise agreed by the parties.

18.18 "Service Pages" mean the web pages displaying the Services to End Users.

18.19 "Services" means the applicable PredPol product or service, as described in the attached Product Data Sheet.

18.20 "Services Term" means the applicable Initial Services Term and all renewal terms for the applicable Services.

18.21 "Suspend" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

18.22 "Taxes" means any duties, customs fees, or taxes (other than PredPol's income tax) associated with the sale of the Services, including any related penalties or interest.

18.23 "Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of (i) the end of the last Services Term or (ii) the Agreement is terminated as set forth herein.

18.24 "Third Party Request" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

EXECUTED as a sealed instrument as of the day and year first set forth below by the last counter-signatory.

06 / 24 / 2013

DATED: June____, 2013

PredPol, Inc.:

Caleb Baskin

By: _____,
Caleb Baskin, its CEO

DATED: June____, 2013

By: _____:

Rudolph Smith
Rudolph Smith, City Manager
City of Norcross, Georgia

ATTACHMENT A SERVICES

SOFTWARE (SaaS) SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF NORCROSS POLICE DEPARTMENT

The Company: PredPol, the predictive policing company, provides high-precision, micro-place predictions for where and when crime – whether property crime, gun crime or gang crime – is most likely to occur. Predicting crime in real time is the first step in deterring and disrupting it. PredPol's cloud based software-as-a-service (SaaS) has first been deployed for domestic U.S. law enforcement agencies, but also accurately predicts a variety of incidents, including IED and terrorist activity in an active theater.

Problem Addressed: Law enforcement agencies face budget cuts, hiring freezes and furloughs. Over the last decade, they have been asked to do more with less, forcing them to allocate resources more efficiently. PredPol enables agencies to do more with the limited resources. PredPol's proven patent-pending prediction technology, developed with cops for cops, provides automated real time predictions that line level officers can use to focus their patrols in the areas which yield the highest return. PredPol's accuracy and crime reducing effects have both been proven in a double blind study with LAPD.

The Service to the City of Norcross Police Department: PredPol's product for Norcross is its patent-pending law enforcement predictive software as a service SaaS that includes PredPol's cloud applications, PredPol's data pipe applications, and any other crime-related applications that may be provided by PredPol hereunder from time to time. Part of this technology is provided by PredPol under an exclusive license from Santa Clara University in Santa Clara, California, while other parts of the technology were created by PredPol itself.

PredPol's predictive tool integrates seamlessly with agency RMS/CAD systems to provide real-time predictions to command and line level officers. It's accessible by printing results on paper and on any device, whether desktop, laptop, tablet, smartphone, or in-car display that has a standard connected web browser. PredPol's API allows it to integrate with any RMS/CAD system, as well as any existing agency application, such as data warehouse browser or analytic dashboard.

Scope of Work: PredPol shall provide services, resources, and tools to support a successful implementation of a proprietary, patent pending SaaS application that supports the City of Norcross Police Department's efforts to predict, deter, and reduce crime. The scope of work will include the following:

- Setup of and integration of the PredPol tool into Customer's existing RMS/CAD/Data system. Timeline for setup dependent upon grant of access by Customer to PredPol's technician for installation of the data pipeline.
- Installation of a data pipe from Customer to the PredPol SaaS. Frequency of data update (daily, hourly, every few minutes) is dependent on the degree of access granted to PredPol to stream data from Customer.
- Provide Command, Analysts and Supervisors with best practices guidance.
- Full Customer access to the tool, including unlimited prediction views, refreshes, and report generation.
- Provide electronic transfer of 500 square foot predictive locations (latitude and longitude data) identified by PredPol.com to Customer for electronic consumption by Customer's computer systems. The details of the data exchange will be determined through conversations with Customer's information technology staff and depend on Customer's existing RMS/CAD/Data

system and its existing mapping technology, if any.

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PRINCIPAL PROJECT SCHEDULE	
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PREDICTIVE POLICING

3

THE **PREDICTIVE POLICING** COMPANY

June 28, 2013

Sergeant Bill Grogan
Norcross Police Department
65 Lawrenceville Street
Norcross, GA 30071

Re: Subscription Agreement

Dear Sergeant Grogan:

Enclosed please find a copy of the fully executed Subscription Agreement between the City of Norcross Police Department and PredPol.

Very truly yours,

PredPol, Inc.

AMANDA BERMUDES
Assistant to Caleb S. Baskin



PREDICTIVE POLICING

PredPol Predictive Policing Software

Subscription Agreement With the City of Norcross Police Department

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1. Product and Pricing

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2. Term

2.1 Agreement Term.

This Agreement will remain in effect for the Term set forth above under Pricing.

2.2 Services Term and Purchases During Services Term.

PredPol will provide the Services to the City of Norcross Police Department during the Services Term. Unless the parties agree otherwise in writing, new products or services purchased during any Services Term will have a prorated term ending on the last day of that Services Term

2.3 Revising Rates.

PredPol may revise its rates for the subsequent Services Term by providing Customer written notice (which may be by email) at least thirty days prior to the start of the subsequent

Services Term; provided however, that total obligation of Customer for each calendar year shall not exceed \$10,000.00 without the express written consent of Customer.

3. Additional Customer Obligations.

Customer agrees that Customer will provide the information and take the steps requested by PredPol in order to facilitate setup and implementation of the Services.

3.1 PredPol's License to Use Customer's Data.

Customer confirms that Customer hereby provides PredPol with an irrevocable, non-exclusive license to use its data for purposes of research, development and testing of PredPol's Services. Customer also provides authority to PredPol to utilize its data for delivering services to Customer and other domestic, U.S.-based law enforcement agencies. Such services may include regional reporting, cross-jurisdiction predictions, among other services.

3.2 Additional Obligations.

The City of Norcross Police Department additionally agrees to:

- a. Deploy and utilize the PredPol tool and the intelligence it generates;
- b. Generally support the deployment of the PredPol tool and any new features/tools, including providing user feedback, as requested by PredPol;
- c. Provide access to relevant databases and shared databases to which the City has access, pursuant to all applicable laws and access agreements;
- d. Contribute to requested case studies on predictive policing;
- e. Respond to occasional inquiries and occasionally host visitors from other agencies;
- f. Engage in limited and reasonable requests for publicity, including but not limited to training materials, marketing, and research. In the event any of the foregoing would involve costs to the City outside of its normal costs for employees performing their normal job duties, PredPol agrees to reimburse City for such costs. For example, if the Chief is requested to attend and speak at a conference of police chiefs to which they are not already traveling, PredPol agrees to reimburse City for travel expenses.

4. Services.

4.1 License to Use.

Customer shall be licensed and authorized to use the Services as provided as a SaaS (software as a service). The scope of the license is non-transferable and non-exclusive and is authorized by PredPol for use by the Customer. The Customer shall have the right to use the

Services for the Term of this Agreement and any extensions or renewals. The Services shall be provided in English.

4.2 Facilities and Data Transfer.

All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where PredPol stores and processes its own information of a similar type and in compliant with all applicable state and federal laws. PredPol has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data and protect against unauthorized access to or use of Customer Data.

4.3 Modifications To the Services.

PredPol may make commercially reasonable changes to the Services from time to time. If PredPol makes a material change to the Services PredPol will inform Customer.

4.4 Retention.

PredPol will have no obligation to retain any archived Customer Data. Customer Data is read from Customer, but PredPol does not provide or function as an archive service for the data.

5. Customer Obligations.

5.1 Compliance.

Customer will use the Services in accordance with this Agreement and all applicable laws. PredPol may make new applications features or functionality for the Services available from time to time the use of which may be contingent upon Customer's agreement to additional terms.

5.2 Login IDs and Passwords.

Customer is solely responsible for monitoring and protecting the confidentiality of all Login IDs and Passwords issued to it and its End Users.

5.3 Customer Administration of the Services.

Customer may specify one or more Administrators who will have the rights to administer the End User Accounts. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that PredPol's responsibilities do not extend to the internal management or administration of the Services for Customer and that PredPol is merely a data-processor.

5.4 Unauthorized Use.

Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify PredPol of any unauthorized use of or access to the Services of which it becomes aware.

5.5 Restrictions on Use.

Unless PredPol specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws or other applicable law. Customer is solely responsible for ensuring that its use of the Services complies with all applicable laws and regulations.

5.6 Third Party Requests.

Customer is responsible for responding to Third Party Requests. PredPol will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own and will contact PredPol only if it cannot reasonably obtain such information.

6. Payment.

6.1 Payment.

All payments due are in U.S. dollars unless otherwise indicated on the Order Page or invoice. Fees for orders where PredPol issues an invoice are due upon Customer's receipt of the invoice and are considered delinquent thirty days after the date of the applicable invoice.

6.2 Delinquent Payments.

Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by PredPol in collecting such delinquent amounts except where such delinquent amounts are due to PredPol's billing inaccuracies.

6.3 Taxes.

Customer is responsible for any Taxes and Customer will pay PredPol for the Services without any reduction for Taxes. If PredPol is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer unless Customer provides PredPol with a valid tax exemption certificate

authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to PredPol, Customer must provide PredPol with an official tax receipt or other appropriate documentation to support such payments.

7. Technical Support Services.

7.1 By Customer.

Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. This use includes, but is not limited to, providing forgotten passwords and re-establishing network connectivity on Customer's or End Users' own devices. Customer will use commercially reasonable efforts to resolve support issues before escalating them to PredPol.

7.2 By PredPol.

PredPol will make all reasonable efforts in training Customer's command and management team to anticipate routine technical issues and provide solutions that Customer can reasonably implement. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to PredPol. PredPol will provide the support necessary to resolve Customer's issue, to the extent reasonably practicable in PredPol's discretion.

8. Suspension.

8.1 Of End User Accounts by PredPol.

If PredPol becomes aware of an End User's violation of the Agreement, then PredPol may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with PredPol's request to Suspend an End User Account, then PredPol may do so. The duration of any Suspension by PredPol will be until the applicable End User has cured the breach which caused the Suspension.

8.2 5.2 Emergency Security Issues.

Notwithstanding the foregoing, if there is an Emergency Security Issue, then PredPol may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If PredPol Suspends an End User Account for any reason without prior notice to Customer, at Customer request, PredPol will provide Customer the reason for the Suspension as soon as is reasonably possible.

9. Confidential Information.

9.1 Obligations.

Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information except to Affiliates, employees and agents who need to know it and

who have agreed in writing to keep it confidential. Each party (and any Affiliates' employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates' employees and agents in violation of this Section.

9.2 Exceptions.

Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

9.3 Required Disclosure.

Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

10. Intellectual Property Rights; Brand Features.

10.1 Intellectual Property Rights.

11. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data and PredPol owns all Intellectual Property Rights in the Services. Customer grants to PredPol a non-exclusive license to use Customer's Data for PredPol's legitimate business purposes, including providing products and services to law enforcement agencies.

12. Publicity.

Customer agrees that PredPol may include Customer's name in a list of PredPol customers, online or in promotional materials. Customer also agrees that PredPol may verbally reference Customer as a customer of the PredPol products or services that are the subject of this Agreement. Further, Customer agrees to participate in media outreach with PredPol, including issuance of a press release or holding of a press conference to announce the deployment of PredPol. When discussing the use or deployment of the PredPol tool, Customer agrees to refer reference the PredPol brand name, wherever possible.

13. Representations, Warranties and Disclaimers.

13.1 Representations and Warranties.

Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision,

or use of the Services, as applicable (including applicable security breach notification law). PredPol warrants that it will provide the Services as provided herein.

13.2 Disclaimers.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. PREDPOL MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER AND CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS INCLUDING EMERGENCY SERVICES CALLS OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

14. Termination.

14.1 Termination for Breach.

Either party may suspend performance or terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

14.2 Effects of Termination.

If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); and (ii) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

13.3 Automatic Renewal and Termination.

Notwithstanding the foregoing, this Agreement shall be for automatically renewed annually on January 1 of each calendar year unless Customer gives written notice of its intent to terminate this Agreement to PredPol on or before December 1 of the preceding year; provided further, that this Agreement shall terminate absolutely and without further obligation on the part of Customer on December 31 of the calendar year in which it was executed and on December 31 of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. § 36-60-13.

15. Indemnification.

15.1 By PredPol.

PredPol will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that PredPol's technology used to provide the Services or any PredPol Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall PredPol have any obligations or liability under this Section arising from: (i) use of any Services or PredPol Brand Features in a modified form or in combination with materials not furnished by PredPol, and (ii) any content, information or data provided by Customer, End Users or other third parties.

15.2 Possible Infringement.

Repair, Replace, or Modify.

If PredPol reasonably believes the Services infringe a third party's Intellectual Property Rights, then PredPol will: (a) obtain the right for Customer, at PredPol's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.

Suspension or Termination.

If PredPol does not believe the foregoing options are commercially reasonable, then PredPol may suspend or terminate Customer's use of the impacted Services. If PredPol terminates the impacted Services, then PredPol will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the period following termination of such Services.

15.3 General.

The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

16. Limitation of Liability.

16.1 Limitation on Indirect Liability.

NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

16.2 Limitation on Amount of Liability.

NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO PREDPOL HEREUNDER DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

16.3 Exceptions to Limitations.

These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

17. Miscellaneous.

17.1 Notices.

Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

17.2 Assignment.

Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

17.3 Change of Control.

Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).

17.4 Title to Supplies, Materials, Equipment, or Other Personal Property.

Title to any supplies, materials, equipment, or other personal property shall remain in the PredPol until fully paid for by Customer as required by O.C.G.A. § 36-60-13.

17.5 Force Majeure.

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

17.6 No Waiver.

Failure to enforce any provision of this Agreement will not constitute a waiver.

17.7 Severability.

If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

17.8 No Agency.

The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

17.9 No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

17.10 Equitable Relief.

Nothing in this Agreement will limit either party's ability to seek equitable relief.

17.11 Governing Law.

This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CRUZ COUNTY, CALIFORNIA. The parties explicitly agree that no other laws, treaties or regulations shall control this Agreement.

17.12 Amendments.

Any amendment must be in writing and expressly state that it is amending this Agreement.

17.13 Survival.

The following sections will survive expiration or termination of this Agreement: Section 3, 6, 7.1, 10, 11.2, 12, 13, 14 and 15.

17.14 Entire Agreement.

This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

17.15 Interpretation of Conflicting Terms.

If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Subscription Terms set forth in any separate quote

prepared by PredPol, then the Agreement, and the terms located at any URL. If Customer signs a physical agreement with PredPol to receive the Services, the physical agreement will override any online Agreement.

17.16 Counterparts.

The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

18. Definitions.

18.1 "Account Manager" means the PredPol business person working with Customer regarding Customer's purchase of the Services.

18.2 "Admin Account(s)" means the administrative account(s) provided to Customer by PredPol for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which PredPol will provide to Customer.

18.3 "Administrators" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

18.4 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

18.5 "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

18.6 "Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

18.7 "Customer Data" or "Customer Data" means data, including crime data, provided, generated, transmitted or displayed via the Services by Customer or End Users.

18.8 "Emergency Security Issue" means either: (a) Customer's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (i) the Services; (ii) other customer's use of the Services; or (iii) the PredPol network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

18.9 "End Users" means the individuals Customer permits to use the Services.

18.10 "End User Account" means a PredPol-hosted account established by Customer through the Services for an End User.

18.11 "Export Control Laws" means all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury

Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

18.12 "Fees" means the amounts invoiced to Customer by PredPol for the Services as described in a Subscription Terms or similar document.

18.13 "High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

18.14 "Initial Services Term" means the term for the applicable Services beginning on the Service Commencement Date and continuing for 12 months (or, if different, the duration set forth on the Order Page).

18.15 "Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

18.16 "Subscription Terms" means the order document reflecting the financial terms of the subscription, including: (i) the Services being ordered; (ii) Fees; and (iii) Initial Services Term.

18.17 "Service Commencement Date" is the date upon which PredPol makes the Services available to Customer, and will be within one week of PredPol's receipt of the completed Order Page, unless otherwise agreed by the parties.

18.18 "Service Pages" mean the web pages displaying the Services to End Users.

18.19 "Services" means the applicable PredPol product or service, as described in the attached Product Data Sheet.

18.20 "Services Term" means the applicable Initial Services Term and all renewal terms for the applicable Services.

18.21 "Suspend" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

18.22 "Taxes" means any duties, customs fees, or taxes (other than PredPol's income tax) associated with the sale of the Services, including any related penalties or interest.

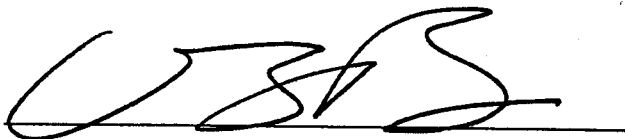
18.23 "Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of (i) the end of the last Services Term or (ii) the Agreement is terminated as set forth herein.

18.24 "Third Party Request" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

EXECUTED as a sealed instrument as of the day and year first set forth below by the last counter-signatory.

DATED: June 24, 2013

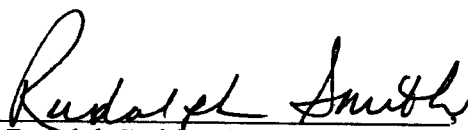
PredPol, Inc.:

A handwritten signature in black ink, appearing to be 'C Baskin', written over a horizontal line.

By: _____
Caleb Baskin, its CEO

DATED: June ____, 2013

_____:

By: 
Rudolph Smith, City Manager
City of Norcross, Georgia

ATTACHMENT A SERVICES

SOFTWARE (SaaS) SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF NORCROSS POLICE DEPARTMENT

The Company: PredPol, the predictive policing company, provides high-precision, micro-place predictions for where and when crime – whether property crime, gun crime or gang crime – is most likely to occur. Predicting crime in real time is the first step in deterring and disrupting it. PredPol's cloud based software-as-a-service (SaaS) has first been deployed for domestic U.S. law enforcement agencies, but also accurately predicts a variety of incidents, including IED and terrorist activity in an active theater.

Problem Addressed: Law enforcement agencies face budget cuts, hiring freezes and furloughs. Over the last decade, they have been asked to do more with less, forcing them to allocate resources more efficiently. PredPol enables agencies to do more with the limited resources. PredPol's proven patent-pending prediction technology, developed with cops for cops, provides automated real time predictions that line level officers can use to focus their patrols in the areas which yield the highest return. PredPol's accuracy and crime reducing effects have both been proven in a double blind study with LAPD.

The Service to the City of Norcross Police Department: PredPol's product for Norcross is its patent-pending law enforcement predictive software as a service SaaS that includes PredPol's cloud applications, PredPol's data pipe applications, and any other crime-related applications that may be provided by PredPol hereunder from time to time. Part of this technology is provided by PredPol under an exclusive license from Santa Clara University in Santa Clara, California, while other parts of the technology were created by PredPol itself.

PredPol's predictive tool integrates seamlessly with agency RMS/CAD systems to provide real-time predictions to command and line level officers. It's accessible by printing results on paper and on any device, whether desktop, laptop, tablet, smartphone, or in-car display that has a standard connected web browser. PredPol's API allows it to integrate with any RMS/CAD system, as well as any existing agency application, such as data warehouse browser or analytic dashboard.

Scope of Work: PredPol shall provide services, resources, and tools to support a successful implementation of a proprietary, patent pending SaaS application that supports the City of Norcross Police Department's efforts to predict, deter, and reduce crime. The scope of work will include the following:

- Setup of and integration of the PredPol tool into Customer's existing RMS/CAD/Data system. Timeline for setup dependent upon grant of access by Customer to PredPol's technician for installation of the data pipeline.
- Installation of a data pipe from Customer to the PredPol SaaS. Frequency of data update (daily, hourly, every few minutes) is dependent on the degree of access granted to PredPol to stream data from Customer.
- Provide Command, Analysts and Supervisors with best practices guidance.
- Full Customer access to the tool, including unlimited prediction views, refreshes, and report generation.
- Provide electronic transfer of 500 square foot predictive locations (latitude and longitude data) identified by PredPol.com to Customer for electronic consumption by Customer's computer systems. The details of the data exchange will be determined through conversations with Customer's information technology staff and depend on Customer's existing RMS/CAD/Data

system and its existing mapping technology, if any.

- Access to 3, 7, 14 and 28 day historical crime mapping for crime types predicted by the tool.
- Provide phone and email support for technical and operational use.
- Inclusion of feature updates as added during the subscription, at no additional charge.

Deliverable/Task	Target Date
Signed Agreement	6/14/2013
Kick-off meeting or conference call	on or before 6/28/13
System configuration and data conversion/upload complete	7/2/2013
Go-Live	7/19/2013

Deliverable Name	Acceptance Date	Amt
Initial Setup and Configuration	[execution date of the Agreement]	\$ 1,500
Annual subscription before discounts:	[execution date of the Agreement]	\$ 9,000

Norcross Police Department

Standard Operating Procedure

TOPIC: CRIME ANALYSIS

Policy Number: A100

Policy Effective Date: 12/08/2015

Type of Communication: General Order ✓
Dissemination: Department ✓
Approved by: Chief of Police ✓
Action: Amends ✓

Pages: 3

A100.01 PURPOSE

Crime analysis provides a system to collect, collate, analyze and disseminate crime data for the purpose of supporting the department in operational activities. In addition, through crime analysis, estimates of future crime trends may be based on inferences derived from crime data.

Analysis of regularly collected information on crime activity is a very useful tool in the prevention and suppression of crime. All personnel of the Norcross Police Department will assist in this function by gathering complete and accurate data to be used in the analysis of crimes.

A100.02 POLICY

It is the policy of the Norcross Police Department to provide crime analysis information to designated personnel for the purpose of aiding in tactical crime control and prevention.

A100.03 CRIME ANALYSIS FUNCTION

The crime analysis function will identify and analyze criminal activity and provide crime pattern recognition. Data will be collected from the following sources for the purpose of analyzing criminal activity or identifying potential police hazards:

- Incident/Crime reports;
- Arrest reports; and
- CAD reports

The Crime Analysis function at the Norcross Police Department is conducted via an Internet-based software provided by PredPol, Inc. Data such as offense type, location, and date/time are collected in Norcross Police Department reports and uploaded into PredPol for analysis. The analysis output is in the form of an Internet-based map of the City containing 500' x 500' boxes which are overlaid onto the map to show the highest probable location where crimes are most likely to occur.

A100.04 CRIME ANALYSIS DISSEMINATION

Crime Analysis information is disseminated via PredPol to all authorized officers. Crime prediction boxes described in **A100.03** are updated twice daily based on Uniform Patrol shift times. The system is accessible 24 hours a day, 7 days a week. Upon login, users are presented with previously analyzed prediction boxes that are current for their patrol shift. Shift supervisors have access to various other resources within PredPol that allow them to track the amount of time their shift spends in crime prediction boxes.

New officers are provided training on PredPol during the Field Training Program (NPD **SOP A085**, Field Training Program). They are trained to spend 10-15 minutes each in a variety of different prediction boxes during their shift. While in boxes they are trained to look for suspicious activity and be a visible deterrent to anyone looking to commit crimes in that area.

A100.05 CRIME ANALYSIS BRIEFINGS

PredPol provides the Chief of Police, Division Commanders, Shift Supervisors and Officers instant access to real-time crime analysis via the Internet.

Although PredPol provides a continual crime analysis function to the Norcross Police Department, there remains a need for crime pattern and trend analysis for future concerns such as manpower allocation and resource projections. The Support Services Commander, or his/her designee, is tasked with this type of crime analysis and will brief the Chief of Police on crime patterns and trends as needed.

A100.06 CRIME INFORMATION DISSEMINATION TO THE PUBLIC


Specific police activity such as incident/crime and accident reports will be disseminated to the public to enhance public information and generate community support. That information will be provided in the form of monthly reports, as well as an annual report prepared by the Support Service Commander or his/her designee. The annual report will be submitted to Mayor and Council or requesting city officials, general public, Chief of Police, and Division Commanders.

The information provided will consist primarily of the following crimes:

- Residential Burglaries
- Business Burglaries

- Thefts
- Entering Auto Incidents
- Rapes
- Armed Robberies
- Assaults / Aggravated Assaults
- Motor Vehicle Thefts

This information may assist the various executive, administrative and elected officials, as well as the various division and shift commanders in developing tactics, strategies, and plans for crime suppression, manpower and resource projections in the future.



Chief of Police

12/08/2015
Date



NORCROSS POLICE DEPARTMENT
BILL GROGAN, CHIEF OF POLICE

June 16, 2017

PredPol, Inc.
2801 Mission Street #2803
Santa Cruz, CA 95060

To Whom It May Concern:

While the City of Norcross has appreciated the partnership shared with PredPol, we have decided not to continue the use of your services within our city, after evaluating more current technology.

We are therefore sending you this written notice of cancellation regarding our subscription and should be effective the date our paid subscription period ends. I would appreciate you sending me written confirmation that the cancellation has been put into effect.

Thank you for your assistance in this matter and please contact me if you have any further questions or concerns.

Sincerely,

Bill Grogan
Chief of Police
Norcross Police Department

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