PERIMETER
SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the "Agreement") is entered into on [DATE] (the "Effective Date") between Perimeter, Inc., a Delaware corporation with offices located at 2070 University Avenue #219, Berkeley, CA 94704 ("Perimeter") and the County of El Dorado with offices located at 200 Industrial Drive, Placerville, California 95667 ("Customer") (each, individually, a "Party" and collectively, the "Parties").

1.   SERVICES

1.1   Perimeter will use commercially reasonable efforts to provide the Services (as defined in Exhibit A attached hereto) to the Customer subject to the terms and conditions of this Agreement. Perimeter shall provide, at Perimeter's own expense, the equipment, supplies and other materials used to perform the Services. Customer shall provide Perimeter with access to Customer materials, equipment, personnel, data, and community, government, and business relationships to the extent necessary for the performance of the Services. To the extent Perimeter performs any Services on premises that the Customer occupies or using Customer equipment, Perimeter shall comply with all applicable policies that are binding on the Customer relating to the security, conduct, health and safety and use of its facilities, supplies, information technology, equipment, networks and other resources.

1.2   Customer acknowledges and agrees that before Perimeter can fully perform the Services and provide the full functionality of the Platform (as defined in Exhibit A) Perimeter and Customer must cooperate to onboard Customer data and information, identify and appoint representatives and managers within Customer's organization for the optimal performance of the Services, identify and train Customer personnel on the use of the Platform, and support the implementation of the Platform within Customer's operational procedures (collectively "Onboarding"). Customer acknowledges and agrees that the Onboarding effort will be ongoing throughout the Term and part of the Services, and it is expected that the Onboarding effort will take approximately two (2) months before the full functionality of the Platform can be accessed by Customer. Customer acknowledges and agrees that the aforementioned two-month period is an estimate and not a guarantee or representation by Perimeter and in any case, requires Customer's full, responsive and timely cooperation.

2.   PROPRIETARY RIGHTS

2.1   Perimeter shall own and retain all right, title and interest in and to (a) the Services and Software (as defined below) and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions, other technology, data, technology, trademarks, or copyrightable works developed in connection with the Services, support, or Software, and (c) all intellectual property rights related to any of the foregoing. Subject to Customer's compliance with the terms of this Agreement, Perimeter hereby grants to Customer, a non-sublicensable, non-exclusive, non-transferable (except as stated in Section 12.2), revocable subscription license to use and access the Services and to use the Software in accordance with the conditions and limitations set forth herein.

2.3   Customer has no right, title, interest, claim, possession or control over any data or information that Perimeter may collect in performance of the Services.

2.4   No rights or licenses are granted except as expressly set forth herein.

3.   CUSTOMER'S RESTRICTIONS AND RESPONSIBILITIES

3.1   Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (collectively the "Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Perimeter or authorized within the Services); or remove any proprietary notices or labels.

3.2   Customer represents, covenants, and warrants that Customer will use the Services only in compliance with all applicable laws, regulations and orders from a court or executive agency of competent jurisdiction. Although Perimeter has no obligation to monitor Customer's use of the Services, Perimeter may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

3.3   Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, routers, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, the Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of the Customer account or the Equipment with or without Customer's knowledge or consent.

4.   CONFIDENTIALITY

4.1.   The Parties may disclose information which either Party considers to be confidential and proprietary to as a result or in preparation of this Agreement. During the Term and thereafter, the Parties (on their   own behalf and on behalf of each of its subcontractors, employees, representatives, and agents of any kind) agree to hold and treat all confidential information of the other Party, including, but not limited to, code, sketches, marketing strategies, design details and specifications, engineering, ideas, techniques, models, algorithms, software programs and source documents, trade secrets, information pertaining to business strategies and operations, other agreements, sales figures, financing, sourcing, employee and customer information and any other information that either Party reasonably should know is confidential, in each case whether spoken, written, printed, electronic, or in any other form or medium (collectively, the "Confidential Information") as confidential and protect the Confidential Information in a commercially reasonable manner, but at least with the same degree of care as either Party uses to protect its own Confidential Information of like nature. Either Party shall notify the other Party immediately in the event it becomes aware of any loss or disclosure of any Confidential Information.

4.2   Confidential Information does not include any information that (a) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public; (b) is available to either Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (c)

has been independently acquired or developed either Party without violating its obligations under this Agreement or under any federal or state law.

4.3   Nothing in this Agreement will be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, or pursuant to the Defend Trade Secrets Act of 2016 (in order to exercise either Party's rights thereunder), provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. In the event either Party is compelled by law or legal process to disclose any Confidential Information, it shall promptly notify and reasonably cooperate with or assist the other Party so that the other Party may seek a protective order or other appropriate remedy. Either Party shall disclose only that portion of the Confidential Information which it is advised by counsel is legally required and shall exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information so disclosed.

4.4   Notwithstanding the foregoing under this Section 4, the Customer acknowledges that Confidential Information may be shared subject to the terms of this provision by Perimeter with any of Perimeter's subcontractors or delegates it elects to use in its performance of this Agreement.

5.   FEES AND EXPENSES

5.1   Unless expressly stated otherwise, before Perimeter provides the Services, Customer shall pay Perimeter the applicable fees described in Exhibit A in accordance with terms therein (the "Fees"). If Customer believes that Perimeter has billed Customer incorrectly, Customer must contact Perimeter's customer support department within ten (10) days after receipt of the invoice in which the error or problem appeared in order for Perimeter to assess whether an adjustment or credit is appropriate.

   a) Perimeter is not obligated to provide Services for any applicable period until it has received full payment of the Fees as set out in Exhibit A. In the event that Customer has not made full payment of the Fees, Service Provider will not be liable for any damages resulting from failure to provide the Services. If Customer's failure to provide full payment of the Fees continues for thirty (30) consecutive days, Customer may terminate this Agreement, effective immediately, by providing written notice of termination.

5.2   Outstanding balances on invoices sent to Customer by Perimeter are due within ten (10) days after the invoice is sent unless indicated otherwise in any applicable Order. For unpaid and late balance amounts, Perimeter may charge interest on such amounts at 1.5% per month, calculated daily and compounded monthly or the maximum permitted by law, whichever is lower. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Perimeter's net income.

5.3   Perimeter is solely responsible for any travel or other costs or expenses that Perimeter incurs in connection with the Services, and in no event must the Customer reimburse Perimeter for any such costs or expenses.

6.   TERM AND TERMINATION

6.1   The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to the terms of this Agreement, continues in effect for a period of one year (the "Term"). At the conclusion of the first Term and each subsequent Term thereafter, this Agreement shall automatically renew for one (1) additional year, constituting a new Term, unless either party provides written notice of election to terminate this Agreement in at least thirty (30) days prior to expiration of the Term.

6.2   Either Party may terminate this Agreement for any reason by providing sixty (60) days' advance written notice to the other Party.

6.3   Upon termination of this Agreement, except as expressly provided otherwise herein, Customer shall cease using the Services and both Parties shall cease using Confidential Information of the other Party and shall return or destroy all copies of such Party's Confidential Information upon the other Party's request.

6.4   The Parties shall each be responsible for all obligations incurred under this Agreement up to and through the date of effective termination of this Agreement. In the event that Perimeter terminates this Agreement prior to the expiration of the Term, Fees will be prorated accordingly. In the event that Customer terminates this Agreement prior to the expiration of the Term, Fees will not be prorated, any Fees due will not be excused from Customer's payment obligations, and any Fees paid will not be refunded.

6.5   The termination of this Agreement shall not release either Party from obligations which, by their nature, survive termination including but not limited to those stated in Sections 2-4, 8-12.

7.   INDEPENDENT CONTRACTOR STATUS

Perimeter is an independent contractor of the Customer, and this Agreement does not create any association, partnership, joint venture or employee or agency relationship between Perimeter and the Customer for any purpose. Neither Party has the authority, and shall not hold itself out as having authority, to bind the other Party, and neither Party shall make any agreements or representations on the other Party's behalf without the other Party's prior written consent. Neither Party is entitled to workers' compensation, retirement, insurance or other benefits afforded to employees of the other Party. Neither Party is responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on the other Party's behalf. Customer shall not control the manner or means by which Perimeter performs the Services. Each Party is solely responsible for all acts or activities of its employees and subcontractors. Each Party may engage in other business activities and provide similar services to other entities and customers during the Term.

8.   REPRESENTATIONS AND WARRANTIES

8.1   Each Party represents and warrants to the other Party that:

   a) It has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;

a) The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action; and

b) The entering into this Agreement and its performance of its obligations hereunder do not and will not conflict with or result in any breach or default under any other agreement, rule, regulation, law, or court order to which the Party is subject.

9. WARRANTY AND DISCLAIMER

Perimeter shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Perimeter' reasonable control. PERIMETER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, EXCEPT WHEN CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PERIMETER. PERIMETER DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS." PERIMETER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. INDEMNITY

Each Party shall defend, indemnify, and hold harmless (when doing so, the "Indemnifying Party") the other Party and its affiliates, officers, trustees, directors, employees, agents, successors, and assigns (collectively, the "Indemnified Party") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) (collectively, the "Claims") arising out of or resulting from Indemnifying Party's acts or omissions in connection with its obligations under this Agreement, including breach of any representation, warranty, or obligation under this Agreement; provided, however, the indemnification obligation under this paragraph shall apply only to the extent such Claims do not relate to and do not arise out of the Indemnified Party's willful misconduct or gross negligence.

11. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, PERIMETER AND ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND PERIMETER' REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO PERIMETER FOR THE SERVICES UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRIOR TO THE ACT THAT GAVE

RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT PERIMETER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. MISCELLANEOUS

12.1 Perimeter may, in its sole discretion, at any time change the Software or Services to: (i) maintain or enhance the quality or delivery of the Services, the competitive strength of or market for the Services, or the Services' cost efficiency or performance; or (i) to comply with applicable Law. Customer acknowledges that Perimeter's right as contained in Section 12.1 may alter the description of the Services contained in Exhibit A.

12.2 Unless otherwise indicated in this Agreement, the Parties shall not assign any rights or delegate, or subcontract any obligations under this Agreement without the other Party's prior written consent. Any assignment without the prior written consent required under this Paragraph is null and void.

12.3 This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings, and agreements, whether oral or written, between them relating to the subject matter hereof.

12.4 No modification of this Agreement or waiver of any rights under this Agreement is effective unless in writing signed by the Parties.

12.5 This Agreement shall be governed in all respects by the laws of the United States of America and the laws of the State of California and shall be considered a contract executed and fully performed within the State of California, without giving effect to any conflicts of laws principles.

12.6 Any notice, demand, request, or other communication made pursuant to this Agreement must be in writing and will be deemed sufficient when delivered by electronic mail with read receipt requested to the addresses set forth below, as subsequently may be modified by written notice.

If to Perimeter:

Attention: Donna Bailey Farren
Email: office@perimeterplatform.com

If to Customer:

Attention: Captain Mike Lensing
Email: lensingm@edso.org

12.7 If any term herein is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability does not affect any other term of this Agreement or invalidate or render unenforceable such term in any other jurisdiction. Upon a determination that any term is invalid, illegal or unenforceable, the Parties intend that a court of competent jurisdiction modify this Agreement to affect the original intent of the Parties to the fullest extent permitted under applicable law.

12.8   This Agreement is the result of negotiations between and has been reviewed by each of the Parties and their respective counsel, if any; accordingly, this Agreement is product of all of the Parties, and no ambiguity is construed in favor of or against any one of the Parties.

12.9   This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Electronic signatures and electronically transmitted signatures will have the same legal effect as original signatures.

12.10   Unless otherwise agreed to in writing by the Parties, any dispute which has not been resolved between them shall be settled by binding arbitration in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules and Procedures conducted in the County of Contra Costa, California. The Parties shall mutually select a single independent, conflict-free arbitrator, who has sufficient background and experience to resolve the matter in dispute. If the Parties are unable to reach agreement on the selection of the arbitrator within 15 business days after submission to arbitration, then either Party or both Parties shall immediately request JAMS to select an arbitrator with the requisite background, experience and expertise in the industry. Any judgment or award rendered by the arbitrator is final and binding on the Parties and is governed by the terms and conditions hereof. Each Party shall bear its own costs and expenses and attorneys' fees. All proceedings and decisions of the arbitrator are proprietary and confidential information of each of the Parties. Notwithstanding the foregoing, either Party may proceed to court in Alameda County, State of California to secure injunctive relief for any claim before or while arbitration is pending. In the event this arbitration clause is found unenforceable, the Parties hereby submit to the exclusive jurisdiction of the federal and state courts in Alameda County, California for the adjudication of disputes arising from this Agreement. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ALL ITS RIGHTS TO A TRIAL BY JURY.

12.11   Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and the Political Reform Act of 1974 (section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Perimeter and performing work for Customer (hereinafter referred in this section as "County") and who are considered to be contractors within the meaning of Title 2, California Code of Regulations, section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are contractors within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Perimeter covenants that during the term of this Agreement neither it, or any officer or employee of Perimeter, has or shall acquire any interest, directly or indirectly, in any of the following:
1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.

2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Perimeter becomes aware of a conflict of interest related to this Agreement, Perimeter shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination by the notification means specified in Section 12.6.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Perimeter shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Perimeter, if any, to any officer of County.

12.12   The County Officer or employee with responsibility for administering this Agreement is Captain Mike Lensing, Sheriff's Office, or successor.

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

--COUNTY OF EL DORADO--

By: _Wendy Thomas_   Dated: _10-24-23_
Wendy Thomas, Chair
Board of Supervisors
"Customer"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _Kyle Kyler_   Dated: _10-24-23_
Deputy Clerk

PERIMETER

Donna Bailey Farren
CEO
Perimeter, Inc.

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EXHIBIT A
SERVICES AND FEES

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This Exhibit is incorporated into the Software as a Service Agreement between Perimeter and the County of El Dorado effective [DATE OF AGREEMENT] ("Agreement"). Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Agreement.

1.   SERVICES

The Services include the use of a subscription to the Software known as the Perimeter Platform (the "Platform") by Customer, which has the following features described below:

I.   Pre-Planning: Build and edit geospatially displayed plans with points, routes, and polygons.
- Upload existing shapefiles by request to import evacuation zones.
- Co-create evacuation zones with fire, law, and OES agencies and upload to the Platform.
- Upload evacuation routes, road delays, closures, and traffic control points for traffic management preparedness.
- Upload and update point-based data such as shelters, at risk facilities, and response resources.
- Update evacuation zones, routes, and points.
- Automatically update the Platform for all users on a team when data is changed on the map.
- Automatically update the Public Map when public data is changed.

II.   Multi-Agency Coordination: Use the Perimeter Platform to coordinate between response agencies during training and live incidents.
- Coordinate multi-agency evacuation drills through the Platform.
- Upload real time evacuation zones, routes, and incident information.
- Update the status of evacuation zones and internal incident activities (such as the status of shelters, at risk facilities, traffic control points, road activity, etc.).
- Coordinate with other stakeholders with the shared interface for internal incident data.
- Update the permissions of team members to enable or disable the ability to share information to the public.

III. Public Communication: Use the Perimeter Platform and Perimeter Public Map to coordinate with citizens during live incidents.
- Users with appropriate permissions can publish any data from the Platform to the Perimeter Public Map.
- Share incident data by generating and sending hyperlink through social media platforms, key stakeholders, public communication platforms, and more.
- Share evacuation status of zones to agencies and the public with the Perimeter Public Map.
- Integrate, to the extent practicable, with ESRI products, Everbridge, and other GIS software to enable consistent messaging across multiple channels.

During the term of this agreement, Customer is granted unlimited users subject to approval by Perimeter. Users may be created by sending email addresses, names, titles and agency information to support@perimeterplatform.com at the beginning of the contract, and by individual request thereafter.

Perimeter will use commercially reasonable efforts to provide maintenance, support, and updates of the Platform and Perimeter Public Map.

2. FEES

Perimeter shall invoice for payment on the following schedule:
- $50,000 upon execution of the contract for Services to be performed during the first Term.
- $50,000 upon contract renewal every year thereafter for Services to be performed during such subsequent Term.

PERIMETER, INC.

Exhibit B
California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars ($250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____YES ____X___NO
If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than $250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____YES ___X___NO
If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

9/22/2023

_____
Date

Perimeter,
Inc.
_____
Type or write name of company

DocuSigned by:

4BD11A9143E64FB
_____
Signature of authorized individual

Donna Bailey Farren
_____
Type or write name of authorized individual