Master SaaS and Services Agreement

This Master SaaS and Services Agreement (this "**Agreement**") is entered into effective this **5th day of November, 2024, until the 5th day of November, 2025** by and between Sharp Performance Inc., a Delaware corporation ("**Sharp Performance**") with a place of business at 175 Varick St. C/O Columbia Startup Lab, New York, NY. 10014, and the **Redondo Beach Police Department** ("**Customer**"). Sharp Performance and Customer are sometimes referred to herein jointly as the "Parties" or singularly as a "Party."

RECITALS:

WHEREAS, Customer desires to obtain access to the Services (as defined below) with respect to certain of its information technology needs, and Sharp Performance desires to provide the Services to Customer, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **SERVICES.**

1.1 Purpose. This Agreement sets forth the terms and conditions under which Sharp Performance agrees to provide (i) certain hosted "software as a service" (the "**Subscription Services**") for certain software applications (each such application together with any applicable documentation thereto, and programming and user interfaces therefor, a "**Platform**") to Authorized Users, as further set forth and described on each order form (the "**Order Form**") attached hereto as Schedule A, and (ii) if applicable, all other implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change management (collectively the "**Professional Services**", and together with the Subscription Services, referred to herein as the "**Services**") related to Customer's access to, and use of, such Subscription Services and each Platform, as further set forth and described on each statement of services (the "**Statement of Work**") attached hereto as Schedule B, issued hereunder (Order Forms and Statements of Professional Services are sometimes referred to jointly as a "Statement of Services").

1.2 The Services; Access and Use License. Subject to the terms and conditions of this Agreement, during the Term, Sharp Performance shall use commercially reasonable efforts to provide (i) Customer and Authorized Users access to each Platform, and (ii) Customer the Professional Services. Subject to the terms and conditions of this Agreement, during the Term, Sharp Performance hereby grants Customer and Authorized Users a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 16 herein), worldwide license to access and use each Platform, solely for internal business purposes in connection with Customer's use of the Services as set forth herein.

1.3 Subscription Services. Each applicable Order Form shall specify and further describe the Subscription Services to be provided in accordance with the representations and warranties set forth herein, and shall identify, each applicable Platform, user limitations, fees, subscription term and other applicable terms and conditions.

1.4 Professional Services**.** Each applicable Statement of Work shall specify and further describe the Professional Services to be provided in accordance with the representations and warranties set forth herein, and may, but need not, include, the Professional Services offered, limitations, milestones, fees, term and other applicable terms and conditions.

1.5 Changes to Platform. Sharp Performance may, in its sole discretion, make any changes to any Platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Sharp Performance's products or services to its customers, (b) the competitive strength of, or market for, Sharp Performance's products or services, (c) such Platform's cost efficiency or performance, or (ii) to comply with applicable law.

2. PLATFORM ACCESS AND AUTHORIZED USER

2.1 Administrative Users. During the configuration and set-up process for each Platform, Customer will identify an administrative user name and password for Customer's Sharp Performance account. Sharp Performance reserves the right to refuse registration of, or cancel user names and passwords it deems inappropriate.

2.2 Authorized Users. Customer may allow such number of Customer's employees and/or independent contractors as is indicated on an Order Form to use the applicable Platform on behalf of Customer as "**Customer Users**." Additionally, if applicable to a Platform, Customer may allow such number of (i) designees ("**Vendor Users**", and together with Customer Users, "**Authorized Users**") and, (ii) subject to Sharp Performance's then-current Vendor Terms of Use, its vendors ("**Vendors**") as is indicated on an Order Form, and their personnel, to access each Platform in connection with such Vendor's activity with Customer through such Platform. Authorized User subscriptions are for designated Authorized Users and cannot be shared or used by more than one Authorized User, but may be reassigned to a new Authorized User replacing former Authorized Users who no longer require ongoing use of the applicable Platform.

2.3 Authorized User Conditions to Use. As a condition to access and use of a Platform (i) each Authorized User shall agree to abide by the terms of Sharp Performance's end-user terms of use which it may adopt from time to time, (ii) Customer Users shall agree to abide by the terms of this Agreement, and (iii) Vendor Users shall agree to abide by the terms of the then-current Sharp Performance Vendor Terms of Service applicable to such Platform, and, in each case, Customer shall ensure such compliance. Customer shall immediately notify Sharp Performance of any violation of the terms of any of the foregoing by any Authorized User upon becoming aware of such violation, and shall be liable for any breach of the foregoing agreements by any Authorized User as provided herein.

2.4 Account Responsibility. Customer will be responsible for (i) all uses of any account that Customer has access to, whether or not Customer has authorized the particular use or user, and regardless of Customer's knowledge of such use, and (ii) securing its Sharp Performance account,

passwords (including but not limited to administrative and user passwords) and files. Sharp Performance is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords.

2.5 Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Platform, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Platform; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Platform; (v) use the Services or Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, or (vi) input, upload, transmit, or otherwise provide any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code.

2.6 Reservation of Rights. Sharp Performance reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the intellectual property of Sharp Performance.

3. ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

3.1 Software Restrictions. Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to a Platform or any software, documentation or data related to a Platform ("**Software**"); (ii) modify, translate, or create derivative works based on a Platform or any Software; (iii) use a Platform or any Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any Software or a Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Platform. For the avoidance of doubt, Software and the Services, including all user-visible aspects of the Services, are the Confidential Information of Sharp Performance, and Customer will comply with Section 4 with respect thereto.

3.2 Customer Compliance. Customer shall use, and will ensure that all Authorized Users use, each Platform, Software, and the Services in full compliance with this Agreement, Periscope's end-user terms of use and all applicable laws and regulations. Customer represents and warrants that it (i) has accessed and reviewed any terms of use or other policies relating to a Platform provided by Sharp Performance, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. Sharp Performance may suspend Customer's account and access to each Platform and performance of the Services at any time and without notice if Sharp Performance believes that Customer is in violation of this Agreement. Although Sharp Performance has no obligation to monitor Customer's use of a Platform, Sharp Performance may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

3.3 Cooperation. Customer shall provide all reasonable cooperation and assistance as Sharp Performance may reasonably request to enable Sharp Performance to exercise its rights and perform its obligations under, and in connection with, this Agreement. Customer, at its discretion, may provide Sharp Performance with such access to Customer's premises and its information technology infrastructure, as is necessary for Sharp Performance to perform the Services in accordance with this Agreement.

3.4 Training and Education. Customer shall use commercially reasonable efforts to cause Customer Users to be, at all times, educated and trained in the proper use and operation each Platform such Customer Users utilize, and to ensure that each Platform is used in accordance with applicable manuals, instructions, specifications and documentation provided by Sharp Performance from time to time.

3.5 Customer Systems. Customer shall be responsible for obtaining and maintaining—both the functionality and security of—any equipment and ancillary services needed to connect to, access or otherwise use each Platform, including modems, hardware, servers, software, operating systems, networking, web servers and the like.

3.6 Restrictions on Export. Customer may not remove or export from the United States or allow the export or re- export of the Software or anything related to a Platform, Software or Services, or any direct product thereof in violation of any restrictions, laws or regulations of any United States or foreign agency or authority.

4. **CONFIDENTIALITY**.

4.1 Confidential Information. Each Party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has been, and may be, exposed to or acquired business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Confidential Information**"). Confidential Information of Sharp Performance includes non-public information regarding features, functionality and performance of each Platform and Software. Confidential Information of Customer includes non-public data provided by Customer to Sharp Performance to enable the provision of access to, and use of, the Services as well as all content, data and information recorded and stored by each Platform for Customer ("**Customer Data**"), but explicitly excludes Vendor Information (defined below). The terms and conditions of this Agreement, including all pricing and related metrics, are Sharp Performance's Confidential Information.

4.2 Exceptions. Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information that the Receiving Party can document (i) is or becomes generally available to the public, (ii) was in its possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.

4.3 Non-use and Non-disclosure. With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality and prevent the unauthorized use or disclosure of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use,

sell, copy, transfer reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

4.4 Compelled Disclosure. Notwithstanding Section 4.3, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such Confidential Information, in whole or in part.

4.5 Remedies for Breach of Obligation of Confidentiality. The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

5. PROPRIETARY RIGHTS

5.1 Ownership. Customer shall own all right, title and interest in and to the Customer Data. Sharp Performance shall own and retain all right, title and interest in and to (i) each Platform, Software and the Services and all improvements, enhancements or modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with the Services, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, "**Services IP**"). To the extent Customer acquires any right, title or interest in any Services IP, Customer hereby assigns all of its right, title and interest in such Services IP to Sharp Performance.

5.2 No Other Rights. No rights or licenses are granted except as expressly set forth herein.

6. FEES & PAYMENT

6.1 Fees. Customer shall pay Sharp Performance the then-applicable fees described in an Order Form or Statement of Work, as applicable, in accordance with the terms set forth therein ("**Fees**"), including, for the avoidance of doubt, any fees incurred through Customer's use of a Platform exceeding a services capacity parameter specified on an Order Form.

6.2 Renewal Fees. Upon the commencement of each Renewal Term, (i) Customer shall be liable to Sharp Performance for payment of a Renewal Fee. Customer hereby consents to Sharp Performance charging any such Renewal Fee to the credit card, or other payment method, associated with Customer's account without need to provide any further notice or receive any further consent. Each "**Renewal Fee**" shall equal the Service Fee or Renewal Fee, as applicable, due to Sharp Performance during previous term as may be increased in Sharp Performance's sole discretion by a percentage up to the Fee Increase Percentage specified on the applicable Order Form; provided, if the Initial Term was greater than one (1) year, for purposes of calculating the initial Renewal Fee the

Service Fee shall be prorated to one (1) year. Notwithstanding the foregoing, if Customer is not liable to Sharp Performance for a Service Fee under an Order Form, no Renewal Fees shall be charged to Customer with respect to such Order Form.

6.3 Payment. Sharp Performance may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Sharp Performance sixty (60) days after the mailing date of the invoice (unless otherwise specified on the applicable Order Form). In addition to any other remedies available, Sharp Performance may suspend Services in the event of payment delinquency.

6.4 Payment Disputes. If Customer believes that Sharp Performance has billed Customer incorrectly, Customer must contact Sharp Performance no later than thirty (30) days after the closing date on the first billing statement in which the alleged error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Sharp Performance's customer support department or the applicable Account Manager.

6.5 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Sharp Performance's income.

6.6 No Deductions or Setoffs. All amounts payable to Sharp Performance hereunder shall be paid by Customer to Sharp Performance in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall remain in effect until its termination as provided below (the "**Term**"). The term of each Statement of Services shall begin on the applicable "Services Effective Date" and continue for the "Service Term," in each case as specified in such Statement of Services. Each Order Form may be renewed by mutual Amendment to this Agreement for one (1) year periods if the Service Term is equal to or greater than one (1) year, or (ii) periods equal to the Service Term if the Service Term is less than one (1) year (each, a "**Renewal Term**"), provided that a written notice of intent to renew is received by the other Party at least thirty (30) days prior to the expiration of the then-current term of the Agreement.

7.2 Termination. Sharp Performance may terminate this Agreement upon written notice to Customer if no Statement of Services is in effect. In addition to any other remedies it may have, either party may also terminate this Agreement upon written notice if the other party fails to pay any amount when due or otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days or as agreed upon by both parties after receipt of written notice of such breach from the non-breaching party. Notwithstanding the foregoing, if Customer is a state agency or a political subdivision of a state, or a federal agency or a political subdivision of the federal government, Customer may terminate this Agreement at any time (i) for convenience upon ninety (90) days' written notice to Sharp Performance, or (ii) if adequate funds to pay Sharp Performance all fees owed hereunder are not appropriated to such Customer during the Term, unless otherwise authorized by law; provided, it is

expressly agreed that Customer shall not activate this non-appropriation provision for its convenience, substation for another procurement system or solution, or to circumvent the requirements of this Agreement in any way. Sharp Performance reserves the right to terminate this contract in the event of a merger, reorganization, consolidation, sale of assets, bankruptcy, and dissolution.

7.3 Effect of Termination. Upon termination of the Agreement, each outstanding Statement of Services, if any, shall terminate and Customer shall immediately cease all use of, and all access to, the Subscription Services and Sharp Performance shall immediately cease providing the Professional Services. If (i) Sharp Performance terminates this Agreement pursuant to the second sentence of Section 7.2, or (ii) Customer terminates this Agreement pursuant to clause (i) of the last sentence of Section 7.2, all Fees that would have become payable had each outstanding Statement of Service remained in effect until expiration of its current term will become immediately due and payable.

7.4 Survival. Sections [3.1, 4–6, 7.2, 7.4, and 9–17] shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect.

8. WARRANTY AND DISCLAIMER

8.1 Warranties. Sharp Performance represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement. Additionally, Customer warrants that (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by a Platform and the Services; (ii) the provision and use of Customer Data as contemplated by this Agreement and each Platform and the Services does not and shall not violate any Customer's privacy policy, terms-of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject to; and (iii) no Customer Data will include social security numbers or other government- issued identification numbers, financial account numbers, credit card or debit card numbers, credit report information or other personal financial information, health or medical information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children's Online Privacy Protection Act and the Gramm-Leach-Bliley Act.

8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, SHARP PERFORMANCE DOES NOT WARRANT THAT ACCESS TO THE PLATFORMS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES SHARP PERFORMANCE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. FURTHER, SHARP PERFORMANCE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A PLATFORM, INCLUDING HOSTING AND MAINTENANCE SERVICES, AND ANY CLAIM OF CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN SHARP PERFORMANCE AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE PLATFORMS, SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND SHARP PERFORMANCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-

INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. **INDEMNITY**.

9.1 Sharp Performance Indemnification. To the maximum extent permitted by law, Sharp Performance hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless Customer, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for intellectual property infringement, bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Sharp Performance's Services (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of Customer. Sharp Performance's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Sharp Performance or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.

9.2 Customer Indemnification. Customer shall indemnify, hold harmless, and, at Sharp Performance's option, defend Sharp Performance from and against any damages, losses, liabilities, costs and fees (including reasonable attorney's fees) incurred by Sharp Performance resulting from any third-party claim, suit, action, or proceeding that is based on Customer's or any Authorized User's (i) use of the Services in a manner not authorized by this Agreement; (ii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Sharp Performance or authorized by Sharp Performance in writing; or (iii) modifications to the Services not made by Sharp Performance. This section sets forth Customer's sole obligation and liability and Sharp Performance's exclusive remedy with respect to any actions or losses described herein

9.3 Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND SHARP PERFORMANCE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9.4 Insurance. Sharp Performance shall comply with the insurance requirements set forth in Exhibit ___. Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.

10. **GOVERNING LAW AND DISPUTE RESOLUTION**. This Agreement is governed in all respects by the laws of the State of California, without giving effect to its rules relating to conflict of laws. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in the Superior Court for the County of Los Angeles or the United States District Court for the Central District of California. Neither any adoption of the Uniform Computer

Information Transactions Act nor the U.N. Convention on the International Sale of Goods applies to this Agreement or to the rights or duties of the parties under this Agreement. Any dispute arising out of or relating to this Agreement, or its subject matter, shall be resolved exclusively by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Either party may send a notice to the other party of its intention to file a case with the AAA under this Section ("Arbitration Notice"). The arbitration will be conducted in California by a single arbitrator knowledgeable in government contracting matters and the commercial aspect of "software as a service" arrangements and intellectual property. The parties will mutually appoint an arbitrator within thirty (30) days of the Arbitration Notice. If the parties are unable to agree on an arbitrator, then the AAA will appoint an arbitrator who meets the foregoing knowledge requirements. The arbitration hearing will commence within sixty (60) days after the appointment of the arbitrator and the hearing will be completed and an award rendered in writing within sixty (60) days after the commencement of the hearing. Prior to the hearing, each party will have the right to take up to four (4) evidentiary depositions, and exchange two (2) sets of document production requests and two sets, each, of not more than ten (10) interrogatories. The arbitrator will provide detailed written explanations to the parties to support their aware and regardless of outcome, each party shall pay its own costs and expenses (including attorneys' fees) associated with the arbitration proceeding and fifty percent (50%) of the fees of the arbitrator and the AAA. The arbitration award will be final and binding and may be enforced in any court of competent jurisdiction.

11. **SECURITY**. Sharp Performance may, from time to time, host and/or maintain a Platform using a third-party technology service provider. Customer acknowledges that Sharp Performance cannot offer any additional or modified procedures other than those put in place by such technology provider with respect to such technology service.

12. **PUBLICITY**. Notwithstanding anything herein to the contrary, Customer acknowledges that Sharp Performance may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing and to third parties for purposes of due diligence.

13. **NOTICES**. All notices, consents, and other communications between the Parties under or regarding this Agreement must be in writing (which includes email and facsimile) and be addressed according to information provided on an Order Form. All notices, consents and other communications between the parties under a Statement of Services will be sent to the recipient's address specified thereon. All communications will be deemed to have been received on the date actually received. Either Party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

14. **FORCE MAJEURE**. Sharp Performance is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Customer or any Authorized User.

15. **ASSIGNMENT**. Neither party may assign this Agreement to any third party without the prior written consent of the other; provided that no consent is required in connection with an assignment to an affiliate or in connection with any merger, reorganization, consolidation, sale of assets or similar

transaction. Sharp Performance may only sublicense any or all of its obligations hereunder with prior written consent of Customer. For the avoidance of doubt, a third-party technology provider that provides features or functionality in connection with a Platform shall not be deemed a sublicensee under this Agreement. This Agreement is binding upon and insures to the benefit of the Parties and their respective permitted successors and assigns.

16. **GENERAL PROVISIONS**. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement, together with Statement of Services entered into hereunder and all exhibits, schedules, annexes, and addenda hereto and thereto is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither party has authority of any kind to bind the other party in any respect whatsoever. In the event of a conflict between this Agreement and any Statement of Services, such Statement of Services shall prevail unless otherwise expressly indicated in this Agreement or such Statement of Services. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "hereof," "hereby," "herein," "hereto," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph of this Agreement; (ii) the words "include," "includes" or "including" are deemed to be followed by the words "without limitation;" (iii) references to a "Section" or "Exhibit" are references to a section of, or exhibit to this Agreement; and (iv) derivative forms of defined terms will have correlative meanings. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and date first above written.

SHARP PERFORMANCE, INC.

By: Signed by: 59CD70C45A1E49C... _____

Name: Benjamin Curley

Title: CEO/President

CITY OF REDONDO BEACH

By: _____

Name: James A. Light

Title: Mayor

ATTEST:

_____

Eleanor Manzano, City Clerk

APPROVED:

DocuSigned by: Diane Strickfaden ABED8CF35EEF48C...

_____

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

_____

Michael W. Webb, City Attorney

Sharp Performance Inc.
175 Varick St. C/O Columbia Startup Lab,
New York, NY. 10014
andrew@sharpperformance.tech, ben@sharpperformance.tech

Schedule A

Order Form

Customer: Redondo Beach Police Department

Product: Subscription Services, Professional Services: unlimited access to the Sharp Performance Mobile App. Includes Sharp coaches and chaplains, Sharp self-paced exercises and training, and partnership with Sharp to develop a customized resource directory within the mobile app.

Authorized Users: 1

Dates: Services Effective Date: 11/5/2024

Service Term: One-Year from Services Effective Date

Payment: Due upon delivery

Price: $2,500

Year 1
Annual Contract Value: $2,500
Price per User: $2,500

Sharp Performance Inc.
175 Varick St. C/O Columbia Startup Lab,
New York, NY. 10014
andrew@sharpperformance.tech, ben@sharpperformance.tech

Schedule B
Statement of Services

Customer: Redondo Beach Police Department

Subscription Services: Unlimited Access to Application and All Features Within for Authorized Users (See Schedule A Order Form). User will reserve a minimum of 12 coaching sessions over the designated term.

Professional Services:

1) Virtual onboarding with the Sharp team
2) Technical support

EMBROKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Embroker Insurance Services LLC
5214F Diamond Heights Blvd. Unit #1261
San Francisco, CA, 94131

CONTACT NAME: Julie Noonan
PHONE (A/C, No, Ext): (844) 436-2765 FAX (A/C, No):
E-MAIL ADDRESS: certificates@embroker.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	HARTFORD UNDERWRITERS INS CO	30104
INSURER B :	HARTFORD ACCID & IND CO	22357
INSURER C :	STATE NATL INS CO INC	12831
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Sharp Performance Inc
175 Varick St
C/o Columbia Startup Lab
Manhattan New York, NY, 10014

COVERAGES **CERTIFICATE NUMBER:** 59bf0af4-6ab9-11ef-b08c-d7f4513bb6d3 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	57SBMBD6V90	02/14/2024	02/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	57SBMBD6V90	02/14/2024	02/14/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	57WECBD6V9B	02/14/2024	02/14/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Tech EO Cyber Liability			EHJADM00911437	03/20/2024	03/20/2025	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Redondo Beach Police Department is included as an Additional Insured on the General Liability and Auto Liability policies as per written contract.
A Waiver of Subrogation applies to the Additional Insured with respect to the General Liability and Auto Liability policies as per written contract.
Redondo Beach Police Department is included as an Additional Insured on a primary non-contributory basis on the General Liability and Auto Liability policies as per written contract.

CERTIFICATE HOLDER

Redondo Beach Police Department
401 Diamond St
Redondo Beach, CA, 90277

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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