SPECIFIC AGREEMENT A

MASTER SMART COMMUNITIES AGREEMENT

This Master Smart Communities Agreement (the "Agreement" or "MSCA") is entered into as of the _____, 2017 (the "Effective Date") by and between:

The City of Yuma, an Arizona municipal corporation ("Yuma" or the "City") and anyCOMM Holdings Corporation, and its Affiliates or subsidiaries ("anyCOMM"), a Delaware corporation with its principal offices at 2377 Gold Meadow Way, Suite 170, Gold River, California, 95670.

BACKGROUND

A.   anyCOMM and the City entered into a Strategic Joint Development Agreement by and between the parties on _____, 2017 ("Strategic Joint Development Agreement").

B.   anyCOMM provides smart community solutions encompassing hardware, software, and professional service combinations that digitally enable communities via a citywide high-speed wireless mesh network, generate revenue, provide energy efficiency, and enable the City to leverage applications designed by anyCOMM and third-party developers to optimize citywide services such as street lighting control, citywide Wi-Fi and public safety (collectively "Solutions"). Taking this step in innovation presents an opportunity for the City of Yuma to reduce the City's crime rate, reduce operating expenses, bridge the digital divide, attract and retain businesses, increase collaboration across City departments, and propel the City of Yuma to be a global smart city leader.

C.   The undertaking of Solutions, integrated with the anyCOMM next generation router ("Node") infrastructure deployed on a citywide basis, coupled with hardware and solutions throughout designated areas of Yuma, better position Yuma to achieve its economic development goals and objectives, and provide a range of public safety and other quality-of-life solutions and benefits to the citizens of Yuma.

D.   anyCOMM understands that Siemens Industry, Inc ("Siemens") will install new LED streetlights in all City owned streetlights for the City. To reduce overall costs and optimize installation efficiencies, anyCOMM will work to collaborate with Siemens to install the Nodes on the streetlights at the same time Siemens installs the new LED streetlights. The new streetlights provide for a new photocell socket that enables the City to use the Node's capabilities, including streetlight dimming (which further reduces power consumption) energy metering, video and audio services, auxiliary sensors, and more. All anyCOMM Nodes communicate to an anyCOMM Network Operations Center ("NOC"). The Nodes exchange routing information and report their health. The NOC can also provide advanced services for assistance to police and emergency responders. anyCOMM is planning to build four regional NOCs along fiber trunk lines in the United States. These NOCs will have the capacity to serve twelve million (12,000,000) Nodes each and will also provide backup capability for any other NOC. A 50,000 square foot facility is required for each NOC, and each location will support an employee staff of 300 at full capacity.   anyCOMM plans to build the Southwest USA NOC in

Yuma, and provide employees and all equipment.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. anyCOMM Smart Solutions.

1.1 anyCOMM Solution. At no cost to the City, anyCOMM, its contractor, or in collaboration with the City, shall install approximately 10,000 Nodes and provide a new City-wide wireless network infrastructure, creating the "backbone" for Solutions and gateway connections for Internet of Things. The Initial Node Deployment, as defined in Node Deployment Agreement, is anticipated to be completed within one (1) year of the Effective Date. anyCOMM shall dedicate five percent (5%) of the network capacity to the City for a new, private wireless network for City use, and the system will be capable of providing Wi-Fi "hot-spots" around every streetlight on which a Node is deployed.

    1.1.1. Yuma shall license the photocell socket on all City owned streetlights to anyCOMM for the Term of this Agreement pursuant to the Node Network Siting and License Agreement for the purpose of installing Nodes the photocell socket to be used for services, including but not limited to, lighting control, metering the energy consumption of each streetlight, and high speed Wi-Fi;

    1.1.2. anyCOMM shall provide a lifetime warranty for the Nodes, including but not limited to any and all future provisioning, maintenance, repairs, replacements, and upgrades to the Nodes, not including installation.

    1.1.3. anyCOMM shall provide Yuma a smart city IoT platform;

    1.1.4. Payment to City. anyCOMM will generate revenue and, after recouping its initial capital equipment investments made in Yuma, anyCOMM shall pay the City twenty percent (20%) of anyCOMM's Net Profits ("City Share").

    A.   Reports and Payments:

    1.   Each quarter anyCOMM shall provide a financial statement, in a form mutually agreed to by the Parties and certified by anyCOMM's responsible financial officer, reporting on the revenues and expenditures and the City Share. When anyCOMM has recouped its initial capital equipment investments made in Yuma and the City Share is owed, anyCOMM shall pay the City Share for the preceding quarter, accompanied by a statement certified by the anyCOMM's responsible financial officer reflecting the total amount of Net Profit, by category for the payment period. Payments shall be made to the City no later than ninety (90) days following the end of each quarter.

    2.   Within ninety (90) days of the end of each calendar year, anyCOMM shall submit to the City an annual statement of actual City Share prepared and certified by anyCOMM's responsible financial officer, and within an additional thirty (30) days:

a. shall pay any amounts owed as a result of underpayments; or

b. identify amounts due it as a result of overpayments of City Share, and offset any such amounts against its estimated quarterly City Share payments until the overpayment has been recovered.

B. In the event any City Share payment or recomputation amount is not made on or before the date specified herein, anyCOMM shall pay additional compensation and interest charges computed from such due date, at an annual rate equal to the commercial prime interest rate of the City's primary depository bank during the period such unpaid amount is owed.

C. Audit. Upon thirty (30) calendar days' notice and no more than once per year, the City shall have the right to inspect the books and records and the right to audit and to recompute any amounts determined to be due and payable to the City under this Agreement whether the books or records are held by anyCOMM, an Affiliate, or any other entity that collects or receives funds related to anyCOMM's operations in the City, including by way of illustration and not limitation, any entity that sells advertising on anyCOMM's behalf. anyCOMM shall be responsible for providing the books and records to the City, regardless of which entity possesses or has control of the books or records, provided that any City inspection and audit must occur at anyCOMM's offices at the address set forth in Section 14.7 "Notices" in the Strategic Joint Development Agreement. The books and records shall be maintained for at least seven (7) years. Any additional amounts due to the City as a result of the audit shall be paid within thirty (30) days following written notice to anyCOMM by the City of the underpayment, which notice shall include a copy of the audit report.

anyCOMM shall maintain its fiscal and financial records and have all relevant fiscal and financial records maintained by others on its behalf in such a manner as to enable the City to determine the cost of assets of anyCOMM which are used in providing services within the City and to determine Net Profits.

1.1.5. anyCOMM shall provide Advanced Lighting Control and Public Safety Features, as set forth in Exhibit C of this Agreement and described below, to the City.

A. Advanced Lighting Control

1. On/off/dimming control for LED streetlights.

2. Utility grade power metering

B. Public Safety Features

1. anyCOMM shall dedicate five percent (5%) of the network capacity to the City for a wireless private network for the use and benefit of the City and all of the City's elected bodies, departments, legal enterprises and affiliated entities which are established or created in whole or in part by the Yuma City Charter, ordinance or resolution and which perform, in whole or in part, authorized functions of the City government in either the City's propriety or governmental capacities

> 2. Access to audio/video features for public safety, and as described in the in Exhibit C

    1.1.6 anyCOMM warrants that the Advanced Lighting Control features of the Node shall, at a minimum, operate as a lighting control device or photocell with functions equivalent or exceeding an industry standard photocell.

    1.1.7 anyCOMM will work with the City to develop polces concerning the collection of data through the use of public safety sensors, which policies shall address the access of such data for law enforcement purposes and investigations.

1.2   anyCOMM Network Operations Center (NOC). anyCOMM desires to build the Southwest USA NOC in Yuma. The terms and conditions that surround the Southwest USA NOC will be negotiated in a separate agreement, and the parties will endeavor to execute such agreement within one-hundred twenty (120) days of the Effective Date of the Strategic Joint Development Agreement.

1.3   City Wide Wireless Network and Wi-Fi Services.

    1.3.1 Within six (6) months of the completion of the Initial Node Deployment, anyCOMM shall ensure the stand-alone high-speed mesh network is fully operational.

    1.3.2 Within one year of the completion of the Initial Node Deployment and any required permit approvals for the Wi-Fi solution, anyCOMM or its partners shall provide a fully operational high speed Wi-Fi network through the City-wide deployment of Nodes. Coverage within a given part of the City is dependent on the placement of streetlights, using existing power and lighting facilities.

    1.3.3 The City shall provide access to its assets listed in Exhibit G at no cost to anyCOMM pursuant to Specific Agreement C.

    1.3.4 In the event that conduit is required to provide connectivity, the provision of conduit shall be governed by Specific Agreement C. The deployment of Wi-Fi services shall take into consideration factors such as site conditions, timing of any required fiber deployment, and a close proximity to planned fiber build.

    1.3.5 The provisions of Sections 1.1 and 1.3 are material terms of this Agreement and the Strategic Joint Development Agreement. Any breach of the requirements set forth in Sections 1.1 and 1.3 shall constitute a material breach.

1.4   anyCOMM Internet of Things Platform. anyCOMM will work with the City and other City partners to promote economic development and innovation on smart city technologies that leverage City open data, anyCOMM sensor data, smart city sensor data, and the connectivity infrastructure. anyCOMM will provide the City of Yuma with a Solutions development platform, beginning at the commissioning of the first solution, and will work with the City to engage with key partners as determined by the City such as local universities, the SMB community, and high tech entrepreneur groups to develop applications and solutions on that platform to address many urban challenges, such as analytics related to data collected from the anyCOMM Nodes. anyCOMM will also lend its expertise on the use of the anyCOMM Internet of Things development platform to enable this growth for the City and to support emerging technology pilot projects focused on Smart Cities.

1.5   Intelligent Traffic. Within one (1) year of the completion of the Initial Node Deployment and any required fiber for the installation of the Nodes, anyCOMM will collaborate with the City to identify areas of traffic congestion within the City so that the City can use intelligent traffic data to develop options for addressing traffic congestion.

1.6   Public Safety and Security. Within one (1) year of the completion of the Initial Node Deployment, anyCOMM will work with the City to implement a video based public safety and security solution with analytic capabilities. anyCOMM and the City will work together to utilize this solution to enhance the City's public safety system to offer greater visibility to the authorities and citizens to promote a safer environment. anyCOMM will provide the City of Yuma with the Public Safety Features. The collection of any data shall comply with the privacy policies prepared in accordance with Section 1.1.5 above. Any data collected shall be considered the property of and in full control of anyCOMM and shall only be used for the purposes described in this Agreement.

1.7   Public Outreach. anyCOMM and City shall develop appropriate program policies and collaborate on public outreach to ensure City residents understand purposes for and benefits of data collection.

2.   Access, Availability, Applications, Help, and Training

2.1   Authorized Hardware; Hardware Products. anyCOMM will supply, necessary Authorized Hardware to provide the Solutions described in Section 1. The City is solely responsible for acquiring at its own expense any and all additional Hardware Products from anyCOMM or an anyCOMM Partner, as well as acquiring any other equipment, facilities, and services necessary to access and use the Solutions beyond what is provided under this Agreement and any other Specific Agreement. City is solely responsible for maintaining all Hardware Products purchased by City.

2.2   Access Credential. anyCOMM will issue to City an Access Credential to access and use the Solutions. City is solely responsible for tracking the Access Credential to specific Authorized Users and for ensuring the security and confidentiality of all Access Credentials. City acknowledges that it is fully responsible for all liabilities incurred through the use of any Access Credential. City will immediately notify anyCOMM of any known unauthorized use of any Access Credential or any other breach of security known to it. Use of any Access Credential other than as provided in this Agreement will be considered a breach of this Agreement by City.

2.3   Applications and Platform. City may license additional anyCOMM Applications, collectively part of anyCOMM Solutions, made available through the software-as-a-service platform.   Each anyCOMM Application and the corresponding application fees shall be indicated in a statement of work agreed upon in writing by the parties, a template of which is in Exhibit C, attached hereto and incorporated herein by this reference, and additional Applications may be added by City through additional statements of work.

2.4   Third Party Applications. City may license one or more Third-Party Applications, subject to anyCOMM's written consent. City will provide written notice to anyCOMM of each of the City's proposed Third-Party Applications. Such notice constitutes City's direction to anyCOMM to review and determine whether to provide such Third-Party Application provider access. City acknowledges that if anyCOMM consents to grant access to such Third-Party Applications provider, City is responsible for the actions of each such Third-Party Application provider and shall prohibit the Third-Party Application provider from engaging in any Prohibited Activities. City acknowledges and agrees that anyCOMM may charge reasonable access and

data transfer fees to any such Third-Party Application providers in exchange for anyCOMM providing such providers with access.

2.5   City's Data Security and Acceptable Use. As a condition to City's use of the Solutions and any Third-Party Application, City will comply in all respects with the Privacy and Data Security Standards and the Acceptable Use Policy. anyCOMM warrants that such policies comply with all applicable laws and regulations and industry best practices.

2.6   Solutions. anyCOMM will enable the City's Authorized Users to (a) access and use the Solutions, subject and according to the terms of this Agreement, solely for the City's internal use in the regular course of its operations; and (b) use the Documentation as reasonably required in connection with such use.

2.7   Availability. anyCOMM shall make commercially reasonable efforts to make the Solutions available in accordance with anyCOMM's Service Level Policy, attached hereto as Exhibit A.

2.8   Help Desk. During the Term, anyCOMM will provide telephone support and e-mail support to City and Authorized Users relating to the use and operation of the Solutions (other than problems with City hardware, Internet or online access, operating system software or any other software) on a 24-hours a day/7-days a week basis.

2.9   Training. AnyCOMM shall provide standard training to City employees and Authorized Users concerning the use and operation of the Solutions. Unless specified otherwise, all such training will occur either remotely or at anyCOMM's facilities. Additional training may be provided as expressly agreed upon in Exhibit C.

2.10 Additional Solutions, Hardware. On or before the end of term for this Specific Agreement, City shall determine whether to purchase ongoing Solutions and additional Hardware Products and services related to the Solutions provided hereunder.

3.   Restrictions, Modifications, and Suspension of Services

3.1   General Restrictions and Limitations. This Agreement sets forth the entirety of City's right to access and use the Solutions and to make the Solutions available to Authorized Users. City's right to use the Solutions does not include the right to, and City will not directly or indirectly: (a) enable any person or entity other than Authorized Users to access and use the Solutions; (b) modify or create any derivative work based upon any anyCOMM Material; (c) resell the Solutions or anyCOMM Material to any third party; (d) use the Solutions to monitor, control, or otherwise interface with any unauthorized networking, sensor, video, audio, or other equipment attached to or integrated into the Authorized Hardware; (e) grant any sublicense or other rights to the Solutions or anyCOMM Material; (f) reverse engineer, disassemble, or decompile all or any portion of, or attempt to discover or recreate the source code for, any software that is part of the anyCOMM Technology; (g) remove, obscure or alter any Intellectual Property Rights notice related to the anyCOMM Materials or the Solutions; (h) engage in or permit any infringing or unlawful activities involving the Solutions, or anyCOMM Materials; or (i) engage in or permit any use, reproduction, distribution, disposition, possession, disclosure or other activity involving the Solutions or the anyCOMM Material that is not authorized under the Agreement or otherwise in writing by anyCOMM. City will ensure that all access to and use of the Solutions by City or Authorized Users, or otherwise through City's facilities, equipment, identifiers or passwords, will conform to this Agreement and will be made and used solely for proper and legal purposes, and will be conducted in a manner that does not violate any

applicable law, the rights of any third party, or court orders. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that, subject to limited exceptions and exemptions, the public records of Yuma remain subject to release to and/or review by the public under various provisions of law, including, without limitation, under Title 39 of the Arizona Revised Statutes.

3.2   Modifications. anyCOMM may alter or modify the Solutions from time to time in its sole reasonable discretion. Such alterations and modifications may include, without limitation, addition or withdrawal of features, data, information, products, services, software or change in instructions. anyCOMM shall provide City with sixty (60) calendar days' prior notice of any planned material changes to Solutions, and in the event that anyCOMM intends to materially reduce the extent of the features or functionality of Solutions, anyCOMM shall provide City with one hundred twenty (120) calendar days' prior notice. If City determines the modifications materially affect the City's use of a Solution, City may terminate use of that Solution. Notwithstanding anything to the contrary in this Agreement, anyCOMM may not withdraw Advanced Lighting Control and Public Safety Features described in 1.1.5 without the prior written consent of the City. Failure to comply with the foregoing sentence shall be a material breach of this Agreement.

3.3   Suspension of Services. In the event City materially breaches any of the terms of this Agreement beyond any applicable notice and cure period set forth below in Section 5, in addition to any other remedies available at law or in equity, anyCOMM will have the right, in its sole reasonable discretion, to immediately suspend the Solutions generating the breach. Upon suspension of services by anyCOMM, Authorized Hardware will switch to a default control schedule as specified using the various Solution applications prior to suspension of any Solutions. Also, upon suspension, the Authorized Hardware, sensors, and network will not be monitored and/or managed.

4.   Intellectual Property Rights

4.1   Ownership. The Solutions, the anyCOMM Materials, and any corrections, modifications, customizations, revisions, improvements, upgrades, new releases or other change to the Solutions or the anyCOMM Material constitute or otherwise involve valuable Intellectual Property Rights of anyCOMM, or anyCOMM's service providers. City acknowledges that it obtains only the right to use the Solutions under this Agreement in accordance with Section 2. No title to or ownership of the Solutions, the anyCOMM Materials or any corrections, modifications, customizations, revisions, improvements, upgrades, new releases, or other change to the Solutions, the anyCOMM Material or any Intellectual Property Rights associated with the Solutions or anyCOMM Materials is transferred to City, any Authorized User or any third party under this Agreement. Except for the rights explicitly granted in Section 2, no additional rights are granted by anyCOMM, including by implication, estoppel, statute, or otherwise.

4.2   City Data. As between the parties, City shall own City Data and may use City Data for City's governmental purposes so long as such purpose or use is not prohibited by this Agreement. City grants to anyCOMM a non-exclusive, sub-licensable right to store, use, reproduce, make available, modify, display and store (digitally or otherwise) City Data, solely for its internal business purposes, and to fulfill its obligations under this Agreement. Subject to Section 4.3 below, the City may only use City Data for its non-commercial governmental purposes. Neither Party shall engage in any Prohibited Activities. City agrees that upon expiration or termination of this Agreement, that anyCOMM may store City Data collected pursuant to the provision of the Services under this Agreement, so long as such data has been de-

identified with respect to the City and is therefore no longer considered City Data.

4.3   Open Data. anyCOMM is committed to enabling the City to make City Data available in an online portal that the public can access, enabling the principles of open government ("Open Data Portal"). anyCOMM shall work with the City to discuss how to provide the City's Open Data Portal with performance metrics, statistics, and other related measures for the Smart Community Solutions implemented pursuant to this Agreement. If requested by the City, anyCOMM will work with the City to create an Open Data policy, ensuring that Personally Identifiable Information, Confidential data, critical infrastructure data and other sensitive data is protected, while enabling the communication of City Data in an Open Data Portal.

4.4   Confidential Information. Each party reserves any and all right, title and interest (including, without limitation, any Intellectual Property Rights) that it may have in or to any Confidential Information that it may disclose to the other Party under this Agreement. The party that receives any Confidential Information of the Discloser ("Recipient") will protect Confidential Information of the party that discloses any of its Confidential Information to the Recipient ("Discloser") against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information; provided, that the Confidential Information of the Discloser is conspicuously marked or otherwise identified as confidential or proprietary upon receipt by the Recipient or the Recipient otherwise knows or has reason to know that the same is Confidential Information of the Discloser. The Recipient will use any Confidential Information of the Discloser solely for the purposes for which it is provided by the Discloser. This paragraph will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the Recipient's performance of its obligations or exercise of its rights under this Agreement or any other agreement between the parties; (b) any use or disclosure required by Applicable Law (e.g., pursuant to applicable securities laws or legal process), provided that the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof (e.g., so as to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure); or (c) any use or disclosure made with the consent of the Discloser; or to apply to any Confidential Information that: (i) was known to the Recipient prior to receiving the same from the Discloser in connection with this Agreement; (ii) is independently developed by the Recipient; (iii) is acquired by the Recipient from another source without restriction as to use or disclosure; or (iv) is or becomes publicly available through no fault, wrongful act or action of the Recipient or a third party. In the event of any breach or threatened breach by the Recipient of its obligations under this paragraph, the Discloser will be entitled to injunctive and other equitable relief to enforce such obligations. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that, subject to limited exceptions and exemptions, public records are subject to release to and/or review by the public under various provisions of law, including, without limitation, under Title 39 of the Arizona Revised Statutes.

4.5   Data Security. anyCOMM will use commercially reasonable efforts to: (a) establish and maintain commercially reasonable security measures designed to ensure the security and confidentiality of the City Data, including physical, technological and administrative measures;(b) promptly forward any individual's request for access to any City Data to City and cooperate with City in responding to such access request; (c) unless it is legally prohibited from doing so, promptly notify City of any breach of security involving any Personally Identifiable

City Data or any notices of investigation or non-compliance from any governmental or regulatory authority or agency related to the collection, use or disclosure of Personally Identifiable City Data, and cooperate with and assist City in any such investigation; (d) amend any Personally Identifiable City Data within a reasonable time after City's reasonable request; and (d) provide at least industry standard security, backup and disaster recovery systems and procedures designed to protect City Data.

4.6 Network Security. anyCOMM will use commercially reasonable efforts to ensure network security best practices are maintained and to work out and support escalation and troubleshooting paradigms pursuant to the policies and procedures set forth in the Security Protocols attached hereto as Exhibit E and incorporated herein by this reference. anyCOMM represents it has developed industry accepted cyber incident response capabilities and has in place a cyber incident response plan to bring systems back online in the event of a breach and to reasonably ensure the protection of data following a network or data security breach or outage. In the event of a network or data security breach, anyCOMM shall immediately notify the City and shall take reasonable steps to immediately remedy any network or data security breach in accordance with applicable privacy rights, laws, regulations and industry accepted standards. anyCOMM shall be liable for costs to mitigate potential damages to City residents, including costs associated with notices and credit monitoring.

anyCOMM represents that it does not store any personally identifiable information or data.

5. Term and Termination.

5.1 Term. This Agreement commences on the Effective Date and will continue for a period of twenty-five (25) years, unless (i) terminated pursuant to this Agreement or (ii) the termination of the Strategic Joint Development Agreement or any the Specific Agreements.

5.2 Termination for Material Breach. In the event that either party commits a material breach of or default under this Agreement or under any other agreement contemplated under the Strategic Joint Development Agreement (collectively, the "Strategic Joint Development Agreements"), then the other party may give the breaching party written notice of the breach or default (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement and/or the Strategic Joint Development Agreements that are in breach or default and the action required to cure the breach or default) and notice that the then-current Term will terminate pursuant to this paragraph if the breach or default is not cured within thirty (30) days after receipt of notice (or such later date as may be specified in the notice). If the breaching party fails to cure the specified breach or default within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the then-current Term will terminate without any further notice or action by the terminating party.

5.3 Effect of Termination and Wind Down Framework. If the Term is terminated pursuant to and in accordance with this Section 5, then, unless otherwise specifically provided for in writing by the parties, the following will apply: (a) the parties will cooperate to effect an orderly, efficient, effective and expeditious termination of the party's respective activities under this Agreement pursuant to a mutually agreeable wind-down plan, including without limitation the immediate disabling of access to the Solutions and any and all respective services and Applications thereto, and the removal of the Nodes within a reasonable mutually agreed timeframe, but no later than ninety days (90) days after the effective date of the termination; (b) for all Solutions that involve capital improvements or hardware installed in the right-of-way or on City assets, unless otherwise directed by the City in writing or otherwise mutually agreed

upon by the parties, within ninety (90) days of the expiration or termination of this Agreement, at anyCOMM's sole cost and expense, anyCOMM shall remove all improvements. Should anyCOMM fail to complete said removal within ninety days (90) days after the effective date of the termination, the City shall conduct the removal and disposal of improvements at anyCOMM's sole cost and expense and shall invoice anyCOMM accordingly. If any project sites are damaged by anyCOMM in the process of removal, such damage shall be repaired forthwith by anyCOMM at its sole cost and expense to the City's reasonable satisfaction. Should the City elect to keep Authorized Hardware, they shall remain programmed at a default settings at anyCOMM's discretion; (b) the rights granted to City with respect to the Solutions, and the AnyCOMM Materials will terminate effective as of the effective date of the termination; (c) City will return to anyCOMM any and all Confidential Information of anyCOMM in the possession or control of City; (d) anyCOMM will return to City or destroy any and all City Data and Confidential Information of City in its possession or control; (e) unless otherwise agreed upon by the parties, anyCOMM will have no obligation to provide the Solutions to City or Authorized Users after the effective date of the termination; (f) any and all liabilities accrued prior to the effective date of the termination will survive; and (h) the parties' respective rights and obligations under Sections 2.2, 4.2, 5, 6, 7, 8, and 9 of this Agreement will survive.

> **5.3.1** Upon termination, anyCOMM , at its sole cost, shall supply and install photocells for the removed Nodes.

6. Limited Warranty and Remedy

6.1 Warranty. anyCOMM will provide a lifetime warranty for the Nodes. anyCOMM warrants that it will provide the Solutions in a manner consistent with general industry standards reasonably applicable to the provision of the Solutions and that its employees and the third-party service providers have the proper skill, training and experience to provide the Solutions. anyCOMM warrants that the Nodes placed on streetlights collects utility grade metering data that meet IEEE/ANSI standards. During the Term, anyCOMM will use commercially reasonable efforts to correct any Nodes or Solutions that do not comply with the foregoing warranty; provided that City notifies anyCOMM of such noncompliance within thirty (30) days after anyCOMM or the City discovers such noncompliance. The foregoing will be City's sole remedy for any breach of the foregoing warranty by anyCOMM.

6.2 Indemnification. In addition to the indemnification provisions in the Strategic Joint Development Agreement, anyCOMM shall defend, indemnify, and hold harmless City from and against all claims, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claims, concerning use of data, other than City use of City Data, collected by the Node Network, the infringement or misappropriation of any patent, trademark, copyright or trade secret by the Solutions; provided, that (a) City gives anyCOMM prompt written notice of the claim, (b) authorizes anyCOMM to control the defense and settlement of the claim, (c) provides such assistance in connection with the defense and settlement of the claim as anyCOMM may reasonably request, (d) does not settle or compromise the claim without the prior written consent of anyCOMM and (e) complies with any settlement or court order made in connection with the claim (e.g., related to the future use of any infringing Solutions). Further, should the Solutions become, or in anyCOMM's opinion be likely to become, the subject of a claim of infringement or misappropriation, anyCOMM will, at anyCOMM's election and expense, (i) obtain for City the right to continue using such Solutions, pursuant to the terms and conditions of this Agreement, or (ii) replace or modify such Solutions so that the Solutions become non-infringing or non-misappropriating but functionally equivalent.

If neither nor (ii) is commercially feasible, the City or anyCOMM may terminate this Agreement.

6.3 Exclusions. anyCOMM's warranties and indemnity obligations under Sections 1.1 and 6.1 do not apply to any noncompliance resulting from any: (a) materials provided by City; (b) use not in accordance with this Agreement, the Privacy and Data Security Standards or the Acceptable Use Policy; (c) the combination of any Hardware Products or services provided by anyCOMM or portion thereof with any product, materials, or services not provided and authorized by anyCOMM; (d) modifications, damage, misuse, or other action of City or any third party; (e) the use of other than the latest update or upgrade on or after the thirty (30) calendar day period following the date that anyCOMM makes such update or upgrade available; or (f) any failure of City to comply with this Agreement, the Privacy and Data Security Standards or the Acceptable Use Policy. Further, anyCOMM does not warrant that the Solutions are free from bugs, errors, defects, or deficiencies.

DISCLAIMER. THE WARRANTY AND REMEDY SET FORTH IN SECTION 1.1 AND ANYCOMM'S OBLIGATIONS AND LIABILITIES SET FORTH IN SECTION 6.1 ARE EXCLUSIVE. EXCEPT AS SET FORTH IN SECTION 6.1, ANYCOMM MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO ANY SOLUTIONS, ANYCOMM MATERIALS, CITY DATA, THIRD PARTY APPLICATIONS OR OTHER ITEMS UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE). ANYCOMM MAKES NO WARRANTIES REGARDING THE ACCURACY, COMPLETENESS OR TIMELINESS OF ANY INFORMATION OR DATA PROVIDED IN CONNECTION WITH OR RESULTS OBTAINED THROUGH USE OF THE SOLUTIONS.

7. City Warranties

7.1 Warranty. In addition to any warranties set forth elsewhere in the Agreement, City warrants to anyCOMM that the performance of City's obligations and City and Authorized Users' access to and use of the Solutions or other exercise of its rights under this Agreement will not violate any known third-party rights or any applicable law.

7.2 Indemnification. City shall defend, indemnify and hold harmless anyCOMM, and its directors, officers, employees, owners and agents from and against any and all claims, costs, fines, penalties, losses, damages, judgments and expenses (including reasonable attorneys' fees) arising out of or in connection with (a) any claim alleging any breach of any of the foregoing warranties in Section 7.1 applicable to City, or (b) any misuse by City or Authorized Users of the Solutions or any other software, services, or other items provided under this Agreement.

8. Limit of Liability.

8.1 No Consequential Damages. NEITHER PARTY NOR ANY ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OWNERS, SUPPLIERS, OR THE PROVIDERS OF THIRD PARTY APPLICATIONS WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECULATIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE) ARISING FROM OR RELATED TO ANY PROVISION OF THIS AGREEMENT, SOLUTIONS, THE ANYCOMM MATERIALS OR ANY SOFTWARE (INCLUDING THIRD PARTY APPLICATIONS), SERVICES OR OTHER

ITEMS PROVIDED IN CONNECTION THEREWITH, OR THE FAILURE OF EITHER PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OR WILLFUL CONDUCT.

9. Miscellaneous

9.1 Cooperation. City will cooperate with any reasonable request by anyCOMM that City provide any notice to, or obtain any consent from, individuals in connection with the collection, use, and disclosure of City Data.

9.2 Independent Contractors. Each party is an independent contractor and not a partner or agent of the other. This Agreement will not be interpreted or construed as creating or evidencing any partnership or agency between the parties or as imposing any partnership or agency obligations or liability upon either party. Further, neither party is authorized to, and will not, enter into or incur any agreement, contract, commitment, obligation or liability in the name of or otherwise on behalf of the other party.

9.3 Definitions. Whenever used in this Agreement with initial letters capitalized, the following terms will have the following meanings. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Strategic Joint Development Agreement:

 "Affiliate" means an entity controlling, majority-owned, or controlled or under common voting control by one of the parties, or a contractual or joint venture partner, possessing, whether by contract or otherwise, rights with respect to the respective rights or obligations.

"Acceptable Use Policy" or **"AUP"** means anyCOMM's Acceptable Use Policy attached at Exhibit I.

"Access Credential" means the unique user name and password issued or otherwise assigned to each Authorized User for access to and use of the Solutions.

"anyCOMM Materials" means the anyCOMM Trademarks, the anyCOMM Site, Documentation and anyCOMM Technology.

"anyCOMM Partner" means a anyCOMM partner or an authorized reseller of Solutions and/or Hardware Products.

"anyCOMM Site" means the anyCOMM web sites (and all Enhancements thereto) located at www.anyCOMM.com, together with such other Web sites owned or maintained by anyCOMM and its affiliates and network service providers from time to time.

"anyCOMM Technology" means any know-how, processes, methodologies, specifications, designs, inventions, functionality, graphics, techniques, methods, applications, computer programs, software, firmware, products, lighting or network technology or other technology and materials of any kind, or any Enhancement thereto, including data gathered, processed, or Enhanced by such technology, used by anyCOMM in connection with the performance of the Solutions, or made available by anyCOMM to City, any Authorized User or any third party.

"anyCOMM Smart City Solutions" or **"Solutions"** means the Hardware Products, Applications, software, cloud platform, and professional service combinations (and all Enhancements thereto), and any other software applications created or provided by anyCOMM and made available to City and Authorized Users, from anyCOMM, anyCOMM affiliates, and anyCOMM Partners.

"anyCOMM Trademarks" means anyCOMM trademarks, service marks, trade dress, trade names, corporate names, proprietary logos or indicia and other source or business identifiers.

"Applicable Law" means any international, national, federal, state or local law, rules, or regulations that are binding upon or applicable to a party unless expressly specified otherwise.

"**Applications**" means software applications, computer programs, and any other interactive service, designed to perform a group of coordinated functions, tasks, or activities, or the operation or use of which is controlled to any degree by an end user of such service, and in each case is either provided on a hosted basis over the Internet or distributed for use in connection with Internet properties.

"Authorized Hardware" means equipment provided by anyCOMM or authorized by anyCOMM that enables the Solutions.

"Authorized User" means any employees, agents, independent contractors or consultants of the City, qualified pursuant to Privacy and Security Standards (defined below).

"**City Data**" shall mean all audio and video from the Solutions made available to the City, upon the City's request, and any other data (e.g. metering data) made available to the City from the Solutions.

"Documentation" means the user manuals, online documentation and other materials relating to the Solutions provided in writing by anyCOMM to City.

"Enhancement" or "Enhanced" means any additions, updates or bug fixes to the Solutions released generally by anyCOMM for similarly situated users. Enhancements do not include upgrades, data migration or custom work, reports and host inquiries specific to City.

"Hardware Products" means Authorized Hardware, Network Equipment and any other hardware products provided by anyCOMM or an anyCOMM Partner.

"Net Profit" means the profit of anyCOMM generated from the Node Network (defined in Specific Agreement C) in Yuma after operating expenses, license fees or any other fees imposed under Sections 4(b) and 4(c) of the Master Node Network and Siting Agreement, and all other charges including, taxes, interest and depreciation attributable to Node Network in Yuma have been deducted from total revenue. The expenses and charges do not include those attributable to the construction of and operation of anyCOMM's Network Operations Center in Yuma.

"Network Equipment" means any network equipment, including, without limitation Nodes, sensors, Wi-Fi hardware, wireless networking and computing hardware, and other networking equipment provided by anyCOMM or authorized by anyCOMM and which can be used with the Authorized Hardware.

"Personally Identifiable Information" or **"PII"** means all data or information constituting the personal information of any natural person pertaining to or resulting from the access and use of the Solutions by City or any Authorized User including all such information subject to any Applicable Law respecting the privacy of financial, credit, medical or other information, including without limitation, name, address, telephone number, fax number, electronic mail address or other contact information, geographic locations, IP addresses, MAC addresses, identifiable facial likenesses, social security or insurance numbers, bank account number or credit card numbers, racial or ethnic origin, political opinions, religious or

philosophical beliefs, trade or labor union membership, physical or mental health, sexual life, criminal offenses, license plate numbers or any data or unique identifier that could identify any natural person, computer or device, together with any other information about a natural person which is combined with or linked to any of the foregoing information.

"Privacy and Data Security Standards" means the privacy and data security standards attached at Exhibit H.

"Prohibited Activities" means (1) using any data to identify, market to, or otherwise contact an individual or an individual device, including, without limitation, by associating any data collected over time with a unique, persistent identifier that is attributable to an identified individual without such individual's consent; (2) combining any data with any other information that relates to an identified individual to identify, market to, or otherwise contact such individual or individual device, without such individual's consent; (3) attempting to re-identify any personally identifiable data to the extent that such data has been anonymized or otherwise de-identified, without such individual's consent, or (4) any violation of the Acceptable Use Policy.

"Term" means the period of time specified in Section 5.

"Third Party Application" means a software Application created and provided by a third party and is used by City in connection with the Solutions.

"Third Party Agreement" means an agreement entered into by and between City, anyCOMM, and a third party pursuant to which such third party will access and use City Data to provide services to City via a Third-Party Application.

IN WITNESS WHEREOF, the parties having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully Effective Date

CITY OF YUMA   anyCOMM Holdings Corporation

By_____   By _____
Gregory K. Wilkinson, City Administrator

                                               Print Name _____

                                               Title _____

ATTEST:

_____
Lynda L. Bushong, City Clerk

APPROVED AS TO FORM:

_____
Richard W. Files, City Attorney

Exhibit A
Service Level Policy

Service Level Policy to be completed by anyCOMM within sixty (60) calendar days of the execution of this Agreement, subject to City's approval, which shall not be unreasonably withheld. The completed Service Level Policy shall be attached as Exhibit A.

DRAFT

Exhibit B

Wi-Fi Acceptable Use, Equitable Controls Plan, Wi-Fi Services Description, and Wi-Fi Terms of Services, to be completed by anyCOMM within sixty (60) calendar days of the execution of this Agreement, subject to City's approval, which shall not be unreasonably withheld.

The completed Wi-Fi Acceptable Use, Equitable Controls Plan, Wi-Fi Services Description, and Wi-Fi Terms of Services shall be attached as Exhibit B.

Exhibit C

Statement of Work #1

anyCOMM and the City to complete within sixty (60) calendar days of the execution of this Agreement, subject to mutual consent.

1. **Description of the Work; Costs:**
    [To be determined within sixty days of execution of this Agreement, if any]

2. **anyCOMM's Responsibilities During the Term:**

    Provision of Hardware Products and services enabling Solutions, including without limitation Smart Community Solutions:

    - 10,000   anyCOMM Nodes

    Applications Provided:

    - Advanced Streetlight Control
    - Public Safety Features

    Services Provided:

    - Design, Installation, Commissioning of Solutions
    - anyCOMM will deploy a citywide high-speed wireless mesh network

3. **City Responsibilities:**
    [To be determined within sixty days of execution of this Agreement, if any]

4. **Design and Deployment Details:**

anyCOMM Nodes

    The anyCOMM Smart Cities Solution is a comprehensive tightly integrated "software defined" architecture that enables a citywide deployment of a new high-speed network with a vast set of features. The solution is extremely cost effective, simple to install and

has been "future-proofed" so that new features can be added without the need to change hardware. The core of anyCOMM solution is based on a next generation router (Node) that is placed on the photocell socket of retrofit LED streetlights.

anyCOMM Node Features

anyCOMM Nodes install on the photocell socket at the top of each light, providing a new high speed wireless network infrastructure for cities and creating the "backbone" for Smart Cities and the connections for IoT devices. anyCOMM Node features include:

- Citywide Wi-Fi hotspots
- Citywide cellular offloading to Wi-Fi
- new wireless private network for intra-city communications
  - multiple VLAN private networks
  - Cyber-secure 2048 bit VPN encryption
- IoT Gateway (without need for individual cellular modems)
- Advanced Lighting Control for LED retrofits (saves 20% more energy)
  - LED dimming (0-10 volts DC, PWM)
  - Ambient light detection (on/off)
  - Electrical performance monitoring (efficiency of lamp + power supply)
  - Copper theft detection (via connectivity monitoring)
- power metering and sub-metering
- Public Safety Sensors for City use
  - video
  - audio
  - GPS
  - emergency notification color LEDs
- advanced hardware/software
  - Real-time partitioned OS: system, network, and application spaces
  - Utility grade metering data
  - Onboard AV

AnyCOMM Node - The Design Aspect

The Node is designed to address a wide range of environmental conditions. The hardened enclosure used for the Node provides a long lifetime. Once installed on the streetlight, the Node is nearly invisible, eliminating the visual blight associated with cameras, microphones, antennas and other hardware now being mounted on streetlight poles. There is a lifetime warranty for all Nodes.

  - UL Listed NEMA 4X hardened polycarbonate resin enclosure
  - ANSI standard 3, 5 & 7 position twist lock photocell plug
  - 100,000 hours minimum operational lifetime
  - <5 watts of power consumption under normal operations

Program Management Responsibility

An anyCOMM Program Manager will manage interaction with the City to facilitate design, secure City's approval, manage planning, coordination and installation of anyCOMM Nodes and City hardware supporting the deployment, and support ongoing testing and evaluation of

the deployment.

System Design

The anyCOMM Nodes simply replace the photocell in the already existing socket on the streetlight. An ANSI standard 7-pin photocell socket enables lighting control and additional functionality. Otherwise no additional system design is required. An anyCOMM Field Applications Engineer (FAE) will be available to support any City needs.

Network Design

anyCOMM will design the citywide high speed network, including determination of the location of and number of these devices, backhaul capacity, location of DNS, DHCP and firewall services, etc.

Site Survey

The City will update their field survey of City owned street light poles. anyCOMM Nodes will be installed on all city owned streetlights. A detailed site survey will result in the specific number of light poles that will be used as part of the Network buildout. No other site survey is required.

Network Approval

anyCOMM shall be responsible for and shall work with the City on the location and mounting of all network elements, including their appearance and the condition and suitability of the structures where the network elements will be installed. New street lighting with new ANSI standard 7-pin socket will ensure longevity of the Node installation, enable lighting control and additional Smart City features, and enhance the quality of night video.

Network Installation & Commissioning

anyCOMM or an experienced Network installation company will ensure all Nodes are physically installed correctly – powered and installed at the proper height, with correct orientation, correctly attached, positioned and weather-sealed.
anyCOMM or an experienced Network installation company is responsible to ensure each network element is individually provisioned to connect with neighbor network elements on correct operating channels, with anticipated signal strengths, and providing the designed network topology.
anyCOMM will verify overall network performance, including coverage, throughput, and latency. anyCOMM will test fault tolerance, fail-over, and recovery scenarios.

anyCOMM Infrastructure Set-Up

An anyCOMM Network Engineer will create and provision the required resources to support the Nodes.

Node Installation & Commissioning

anyCOMM will ensure Nodes are properly installed and fully operational. It will be confirmed that every Node is connected within the mesh network to anyCOMM Network Operation Center (NOC) with adequate signal strength.

Transition

As part of anyCOMM's 24/7/365 monitoring service, installation data will be transferred, including 'as-built' network and product documentation, such as equipment identification (serial numbers, product types, MAC addresses), physical locations, and configuration. This data is entered into anyCOMM's knowledge base to facilitate rapid problem solving and City support in the future.

Training

anyCOMM will provide a WebEx-style or in-person training session covering the Applications once the Solutions are fully commissioned. Additional training sessions can be provided as needed on a fee-for-service basis.

5. Scope Assumptions & Notes:

Additional modifications to the reference application can be made based on input from the City vis-à-vis "pain points," but this work will require additional anyCOMM professional services.

Adding additional sensors to the project is possible, but they are not included in this proposal. Any additions would require more time and cost to the project.

Exhibit D
[intentionally left blank]

Exhibit E
Security Protocols

Transport Layer Security (TLS) is an encryption protocol that's used to encrypt information in transit over anyCOMM's high speed network. TLS uses certificates to encrypt sessions to maintain confidentiality of information. anyCOMM uses TLS to encrypt traffic. Devices and applications connect anyCOMM Nodes using 2048-bit encryption and Transport Layer Security (TLS). In addition, anyCOMM conducts regular internal reviews of our practices to keep up to date with new and evolving standards in our industry.

Exhibit F
[intentionally left blank]

Exhibit G

Available City Assets to anyCOMM:

- **Any and all existing facilities, inclusive of but not limited to all buildings and improvements owned by and under the possession and control of the City, including but not limited to conduit, fiber, utility poles, lamp posts, other utility facilities, fences, gates, and all roof tops of all such buildings, facilities and/or improvements.**

Maps of the specific City assets to be used by anyCOMM will be attached when the assets are identified.

Exhibit H:
Privacy and Data Security Standards

These Privacy and Data Security Standards apply to the City's use of the Solutions and City Data made available from those Solutions. In the event of a conflict between these terms and the Agreement, these terms will control.

Responsibilities of the City

Use of City Data. To the extent City processes, uses or otherwise accesses City Data for its own benefit or discloses (or permits the disclosure of) any City Data to any third party, the City agrees that it is solely responsible for such disclosure, processing, use or access and that, in no event, will anyCOMM be liable for such disclosure, processing, use or access.

Notice and Consent. The City agrees that it is solely responsible for obtaining any and all required consents in connection with any use of the anyCOMM Services or the Hardware Products and that such consent will be compliant with all Applicable Law, including data protection legislation and other privacy laws, rules, and regulations. Without limiting the foregoing, before collecting any data from individuals, the City must provide adequate notice of what data the City collects and how it will be used and/or shared and obtain any necessary consents.

Security Safeguards

Upon accessing City Data from the Solutions, the City is fully responsible for any authorized or unauthorized collection, storage, use, disclosure, processing of or access to City Data collected, stored, used, disclosed, processed or otherwise accessed by the City. The City will implement and maintain administrative, physical and technical safeguards ("Safeguards") that prevent the unauthorized access to and use of data from the anyCOMM Solutions. Such information security program will include, commensurate with the nature and classification of the data, without limitation, (i) adequate physical security of all premises in which any data derived directly or indirectly from the Solutions or the Hardware Products will be processed and/or stored; (ii) reasonable precautions taken with respect to the employment of, and access given to, the City personnel, such as including background checks and security clearances that assign specific access privileges to individuals, training of employees on the proper use of the computer security system and the importance of information security, and restricting access to records and files containing any data derived directly or indirectly from the Solutions or the Hardware Products to those who need such information to perform their job duties; and (iii) an appropriate network security program, including designation of one or more employees to coordinate the security program, monitoring of systems for unauthorized use of or access to any data derived directly or indirectly from the Solutions or the Hardware Products, appropriate access and data integrity controls, testing and auditing of all controls, appropriate corrective action and incident response plans, and encryption of all records and files containing any data derived directly or indirectly from the Solutions or the Hardware Products that will travel across public networks, be transmitted wirelessly, or be transmitted outside of the City's secure system.

Security Audits

Upon reasonable advance notice, anyCOMM, its authorized representatives, or an independent third party, may conduct, or have a third-party conduct, an information security audit of the City's Safeguards of internal systems and procedures regarding access to the anyCOMM Solutions and Hardware Products. The City will (a) cooperate with any such audit, (b) address any security shortcomings identified in the audit by implementing industry best practices, and (c) certify in writing to anyCOMM that the City has corrected any such shortcomings within thirty (30) days of receiving notice of the audit results. All costs of the audit, excluding any costs to address or correct security shortcomings, will be borne by anyCOMM.

Security Breach

The City will immediately notify anyCOMM of any actual, probable, or reasonable suspected breach of security involving its systems or any loss, misuse, or accidental or unauthorized access, disclosure, alteration, or destruction of City Data or any other data accessed or stored by the City (each, a "Security Breach"). In any notification to anyCOMM, the City will designate a single individual employed by the City who must be available to anyCOMM 24-hours per day, 7-days per week as a contact regarding the City's obligations. The City will immediately (a) notify anyCOMM of any third-party legal processes relating to the Security Breach; (b) help anyCOMM investigate, remedy, and take any other action the anyCOMM deems necessary regarding the Security Breach and any dispute, inquiry, investigation, or claim concerning the Security Breach; and (c) provide anyCOMM with assurance satisfactory to anyCOMM that such Security Breach will not recur.

Representations and Warranties

The City represents and warrants that: (a) it has not suffered any Security Breaches or if it has suffered one or more Security Breaches, it has taken appropriate measures to rectify any security vulnerabilities; (b) it is, and will remain, in compliance with all applicable law, and will not cause anyCOMM to be in material violation of any applicable laws; and (c) it will handle City Data in accordance with its privacy policy and such privacy policy will: (i) comply with all applicable law; (ii) be consistent with all of the City's duties and obligations under the Agreement and these Privacy and Data Security Standards; and (iii) clearly and accurately describe all City Data that the City collects and how the City uses and shares such information with anyCOMM and third parties.

Exhibit I:
Acceptable Use Policy

anyCOMM Solutions. This Acceptable Use Policy (this "AUP") describes the prohibited actions when any party uses the Solutions. Capitalized terms used but not defined in this AUP shall have the meanings given such terms in the Agreement. The following list provides examples of prohibited conduct and should not be considered exhaustive. The City agrees not to, and not to allow any Authorized Users or agents of the City or other third parties, to engage in any the following activities:

- Use the Solutions for any unlawful, invasive, infringing, or fraudulent purpose or to violate the legal rights of others;
- Launch or facilitate a denial of service attack on any Solution or otherwise adversely impact the availability and reliability of the Solutions;
- Intentionally distribute viruses, worms, trojan horses, corrupted files or any other malicious, harmful, or deleterious programs;
- Decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt or create derivative works of the Solutions (except as and only to the extent any such restriction is prohibited by Applicable Law or to the extent as may be permitted by licensing terms governing use of open-sourced components or sample code);
- Test or reverse engineer the Solutions in order to find limitations and vulnerabilities or circumvent any use limitations (such as private APIs and rate limits) in the Solutions;
- Access the Solutions or API's using anything other than an authorized API;
- Attempt to bypass or break any security mechanism in the Solutions or to access another account or use the API key of another user;
- Execute any form of network monitoring that will intercept data not intended for the City;
- Export or import software, technical information, encryption software, or technology in violation of international or regional export control laws; or
- Take any action to encourage or promote any activity prohibited under this AUP.

Consequences of Violating this Policy. anyCOMM may, but is not required to, monitor your compliance with the terms of this AUP. Violations of this AUP may result in suspension or termination of City and Authorized User access to the Solutions.

Reporting Violations of this Policy. anyCOMM requests that if City becomes aware or suspects violations of this AUP, to notify anyCOMM promptly. Please provide a detailed description of the violation, including the date and time of the violation, any information about the identity of the party responsible for the violation, the specific actions that resulted in the violation, and any supporting documentation.