

Master Software and Services Agreement

CONTRACT NUMBER: 00008885.0

BETWEEN

City of Columbus, Department of Public Safety

3639 Parsons Ave

Columbus, Ohio 43207

AND

IMAGETREND®

ImageTrend, LLC

20855 Kensington Blvd.

Lakeville, Minnesota 55044

THIS AGREEMENT is made and entered into on the date last written below, by and between the ImageTrend, LLC, a Minnesota limited liability company (hereinafter "ImageTrend"), and City of Columbus, Department of Public Safety (hereinafter "Client"), together "the Parties."

RECITALS

WHEREAS, Client desires to have services performed by ImageTrend; or

WHEREAS, Client desires to purchase Commercial-Off-The-Shelf Software from ImageTrend; or

WHEREAS, Client desires to purchase Custom Software Development from ImageTrend; and

WHEREAS, ImageTrend possesses technical skill, knowledge, and capability in consulting and designing custom and off-the-shelf software solutions and performing technical software services and Client desires such services.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS

"Business Day" means a single 8 hour period occurring on a Monday, Tuesday, Wednesday, Thursday or Friday, 9:00am CST to 5:00pm CST, excluding holidays per §14(b) below. Unless specified in a Service Order, ImageTrend personnel will only perform services during Business Days.

"Business Week" means a 5 day period, beginning Monday at 9:00am CST and ending Friday at 5:00pm CST, excluding holidays per below.

"Confidential information" means, to the extent allowable by Ohio Public Records Act, Ohio Revised Code Chapter 143, the proprietary products and trade secrets, including, but not limited to, computer software, code, technical parameters, price lists, methods of pricing, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed. Information shall be considered Confidential Information if it is identified in writing as confidential or proprietary, or if disclosed verbally or visually in discussion, upon written notice specifying and describing the nature of the orally disclosed Confidential Information at that time, or within fifteen (15) days of such disclosure.

"Commercial Off The Shelf" or "COTS" means pre-designed software products which are made available for sale by ImageTrend to many customers. COTS is mutually exclusive to Custom Software or Custom IP.

"Custom IP" or "Custom Software" means software IP products, or other Intellectual Property, which is designed for a specific purpose, for a specific customer or CLIENT.

"Deliverable" means an intangible or tangible product, material, or service produced as a result of a Work Order, and each Deliverable is specified in the corresponding Work Order from which it is produced.

"Disclosing Party" means the party disclosing Confidential Information to the other party, see also Receiving Party.

“Effective Date” means the date upon which the last party has signed and executed this Agreement (execution of the contract by both parties).

“Fixed Fee” means a fixed amount of compensation due in return for a fixed Deliverable as defined within the scope of this Agreement.

“Governmental Entity” shall have the same meaning as “State and local government entities” as defined in the General Services Administration Acquisition Manual (GSAM) at 538.7001, as updated.

“Intellectual Property” means any intellectual property or proprietary rights in any jurisdiction, whether owned or held for use under license, whether registered or unregistered, including such rights in and to: (i) trademarks, trade dress, service marks, certification marks, logos, trade names, brand names, corporate names, assumed names and business names (“Trademarks”, which term shall include the items described in clause (viii) below); (ii) patents and any and all divisions, continuations, continuations-in-part, reissues, continuing patent applications, reexaminations or extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like statutory rights; inventions, invention disclosures, discoveries and improvements, whether patentable or not; (iii) copyrights and works of authorship; (iv) trade secrets (including those trade secrets defined in the Uniform Trade Secrets Act and under corresponding federal, state or foreign statutory or common law), business, technical and know-how information, non-public information, and confidential information and rights to limit the use or disclosure thereof by any Person; (v) mask works; (vi) moral rights, author’s rights or rights of publicity; (vii) claims, causes of action and defenses relating to the enforcement of any of the foregoing; (viii) any applications for registration of any of the foregoing, and all renewals or extensions of any of the foregoing, whether now existing or hereafter arising; and (ix) the goodwill associated with each of the foregoing. For the avoidance of doubt, “Intellectual Property Rights” includes any and all of the foregoing related to computer software, data files, Source Code, Object Code, APIs, manuals, documentation, specifications, databases or other materials or information.

“Licensed Information” means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form, user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

“Local Travel” means travel to a destination in the Twin Cities Metro area, within 30 miles of Lakeville, MN.

“Materials” and “Expenses” means but is not limited to third party software licenses, physical hardware, test devices, or other items, reasonable travel expenses (including but not limited to food, lodging, and transportation), printing, delivery of materials, or any other cost reasonably incurred arising out of this Agreement.

“Master Services Agreement” means this document excluding Work Orders issued from this document.

“Pre-Existing Materials” means code, documentation, frameworks, development accelerators, tool sets or any other materials owned by ImageTrend and not developed as part of the services performed for Client. It may include, without limitation, Security Framework, Dashboard, ImageTrend Frameworks, Report Writer and any other tools or Intellectual Property made or used by ImageTrend unrelated to this Agreement.

“On-Site Hour” means time an hour worked by ImageTrend personnel on Client premises, or other premises of Client’s choosing that are not ImageTrend’s corporate offices.

“Statement of Work” means the technical document which outlines a mutually agreed upon specification for particular Custom Development projects and associated costs, payment terms and acceptance procedures. This document requires client acceptance and signature prior to beginning work.

“Support” means technical support for the configuration and functioning of the products, including taking and monitoring defect reports, as defined further below in the Service Level Agreement between ImageTrend and Client.

“Software” means ImageTrend software provided to Client by ImageTrend, specifically software developed and/or written by ImageTrend. Software developed by a third-party which is purchased on behalf of Client is considered Third Party Material.

“Receiving Party” means the party receiving Confidential Information from the Disclosing Party.

“Third Party Material(s)” means software or other materials owned by a party other than Client or ImageTrend.

“Work Order” means the document which outlines a mutually agreed upon set of services, products, or Deliverables and associated costs, payment terms, and acceptance procedures.

SECTION 2. TERM OF AGREEMENT

The Term is defined within the City Contract for Services.

SECTION 3. WORK ORDERS

CREATION OF WORK ORDERS. The parties may, from time to time, work together to detail the specific engagement scope, pricing, acceptance criteria, and terms of services to be performed and Deliverables to be delivered by ImageTrend. ImageTrend will set forth these details as a Work Order. If the Work Order is for the purchase of COTS Software, the Work Order shall also outline the quantity and SKU of each product or service as applicable. Should a Work Order contain no term regarding a topic, the terms of this Master Software and Services Agreement shall hold instead. The Work Orders covered by this Agreement are limited to those attached to and incorporated in the underlying agreement between ImageTrend and Client.

LIMITATIONS OF WORK ORDERS. Work Orders may include requirements on the Client. Such requirements, when executed as part of a mutual agreed writing, form a material part of this Agreement and of the Work Order where the requirement is presented. Additionally, either party may set forth factual assumptions (“Assumption”) in each Work Order based upon a mutual discussion and agreement of the parties. Notwithstanding anything in this Agreement or the Work Order, a Work Order will be rendered void to the extent that ImageTrend is obligated to perform additional services which are impossible or impracticable. Further, a Work Order will be rendered voidable to the extent that ImageTrend is obligated to perform services materially different than originally set out in that Work Order due to an inaccurate Assumption provided by Client. The parties will make commercially

reasonable efforts to negotiate an alternative or modified Work Order in light of the inaccurate Assumption.

MODIFICATION OF WORK ORDERS. Any modification to the scope or tasks identified within the Work Order that change the work budget by an estimated 10 hours of work or more shall require a new modified written Work Order or written Change Order. ImageTrend shall not work on the new tasks in the modified Work Order until the Client has provided signed written acceptance of the new Work Order. The parties may waive this requirement on a case-by-case basis in writing.

FEE MODEL. The Work Order will contain fee and payment terms. The following fee models are contemplated:

Model Name	Definition
Fixed Fee	ImageTrend shall perform the work outlined in the Work Order for a fixed flat fee. The Fixed Fee is exclusive of Expenses unless the Work Order outlines the Expenses. The Fixed Fee model may include milestone payments, with such milestone payments outlined in the Work Order.

LEGAL EFFECT. Work Orders issued under this Master Services Agreement are incorporated by reference into this Master Services Agreement which collectively is called “the Agreement.” Work Orders do not override the terms of this Master Services Agreement unless specifically stated that they do so. Work Orders may contain their own Fee/Payment Schedules and Payment Terms; those terms are binding insofar as they concern the services or Deliverables contemplated by the Work Order. For Work Orders without their own fee and payment terms, the payment terms in the Price Sheet and Work Order Attachment below control.

CUSTOMIZED SOFTWARE DEVELOPMENT. Client shall not and will not own any ImageTrend Intellectual Property under any circumstance under this Agreement. Client may only receive a license thereto as outlined in each Work Order.

SECTION 4. PERFORMANCE OF SERVICES

COMMENCEMENT. ImageTrend shall begin services described in the Work Order subsequent mutual signed execution the Work Order and after City PO is issued. No services shall begin before mutual signed and written final acceptance of each Work Order and after City PO is issued.

USE OF KNOW HOW. ImageTrend shall use its know-how, Intellectual Property, talent, skills, and employees to perform the services. Client shall conditionally receive a license to any and all pre-existing ImageTrend Intellectual Property and Know-How used in the creation of Deliverables and delivery of services as outlined below in §6 “Licensing and Intellectual Property” and the Software Licensing Terms Attachment.

MATERIALS. Materials (including, but not limited to, third party software licenses, physical hardware, test devices, or other items and any other Material) that will be used in the development of the Software will be identified by ImageTrend to Client. ImageTrend shall acquire such Materials as the

parties mutually agree should be acquired, and it shall be the Client's responsibility to pay for those materials unless identified in advance and determined part of fixed cost.

SECTION 5. FEES, INVOICING, AND PAYMENT TERMS

FEES. Client shall owe to ImageTrend such fees as set forth in each mutually executed Work Order.

CANCELLATION, RESCHEDULE, OR DELAY. Client will use best efforts to provide to ImageTrend (10) ten business days prior written notice of Client's intent to delay, reschedule, or cancel ("Staffing Change") any service in a Work Order which requires an ImageTrend employee to perform work at a specific location or at a specific time (e.g. face-to-face meetings, on-site visits, after hours on-call status). ImageTrend shall use commercially reasonable efforts to mitigate any losses that would be incurred by a Staffing Change and due to ImageTrend by Client.

REMEDIES FOR NON-PAYMENT. Should Client fail to pay per the terms of this Agreement and this Section 5 and fails to cure within 30 days of notice of such failure, ImageTrend may temporarily suspend services under all Work Orders until such payment is made in full.

SECTION 6. DATA AND INTELLECTUAL PROPERTY

CLIENT DATA. All Client data provided to ImageTrend remains at all times the property of the Client unless otherwise specified by a Work Order. ImageTrend will not to use or make available any personally identifiable information or patient health information other than for performing the services outlined in a Work Order, and for use in an aggregated manner to monitor, operate, train artificial intelligence, and conduct statistical analyses relevant to the application's proper functioning, maintenance, optimization, or improvement. ImageTrend will not in any way transfer to any third party any Confidential Information of Client.

DE-IDENTIFICATION. ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law, ORC 1347 (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at <http://dx.doi.org/10.6028/NIST.IR.8053>). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP. All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain

owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Work Orders and in accordance with the license selected below in the Software Licensing Terms Attachment, conditioned upon full payment of the Work Order from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Work Order. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing a Work Order shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of ImageTrend Software products licensed per in the Software Licensing Terms Attachment below, ImageTrend shall own all Intellectual Property related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

SECTION 7. CONFIDENTIALITY

CONFIDENTIALITY ACKNOWLEDGEMENT. Each party hereby acknowledges and agrees that the other Party's Data, potential clients or customers, client or customer lists, business plans, software and database designs, and any other information a Party has marked as Confidential, constitute Confidential Information. To the extent allowable by Ohio Public Records Act, Ohio Revised Code Chapter 143, each party agrees to treat (and take precautions to ensure that its authorized personnel treat) Confidential Information as confidential in accordance with the confidentiality requirements and conditions set forth below.

CONFIDENTIALITY OBLIGATIONS. Except as otherwise required by law, each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this §7 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by a Party by means other than the disclosure of the information by the Disclosing Party; (iii) is duly obtained by a Party directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to the Party, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of a Party, subsequent to the receipt of the information by Party. The Parties hereby acknowledge that Client is subject to Ohio Public Records Act.

SURVIVAL. This §7 shall survive the termination of this Agreement or of any license granted under this Agreement.

SECTION 8. WARRANTIES

NO CONFLICTS OF INTEREST. ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement.

SERVICES. All services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards and will comply with all applicable laws. All Deliverables will substantially conform to the agreed-upon specifications set forth in the applicable Work Order or as otherwise set forth in this Agreement.

SECTION 9. LIMITATION OF LIABILITY

EACH PARTY SHALL NOT, UNDER ANY CIRCUMSTANCES EXCEPT FOR BODILY INJURY OF A PERSON, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THAT PARTY IS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EACH PARTY'S CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY MANNER RELATED TO THIS SHALL BE LIMITED TO TWO TIMES THE AMOUNT OF THE FEES DUE UNDER THIS AGREEMENT.

SECTION 10. DISPUTE RESOLUTION

DUTY TO NEGOTIATE IN GOOD FAITH PRIOR TO FORMAL DISPUTES. IF CLIENT IS A GOVERNMENTAL ENTITY, THE FOLLOWING 2 PARAGRAPHS APPLY:

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly by negotiation between management staff who have authority to settle the controversy and who are at a level of management with direct responsibility for administration of this agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party may submit to the other a written response. Within 30 days after delivery of the notice, the management staff of both parties shall meet at a mutually acceptable time and place, or by teleconference.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential.

ARBITRATION. If Client is NOT a Governmental Entity the following paragraph applies:

Any dispute between ImageTrend and Client under this Agreement shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association in the State of the defending party and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, ImageTrend and Client shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, that third arbitrator shall preside over any dispute. ImageTrend and Client shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this Agreement and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The arbitrator shall endeavor to keep costs as low as possible while still allowing for the just and fair disposition of the dispute. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. ImageTrend and Client shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

SECTION 11. NON-EXCLUSIVITY

This Agreement does not establish any exclusivity of service, contract, customer relationship, or otherwise between the parties.

SECTION 12. INDEMNIFICATION

IMAGETREND INDEMNITY. ImageTrend shall defend and indemnify Client from and against third party claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs, and expenses (“Claims”), which arise out of any negligent act or omission, or willful misconduct of ImageTrend. Client shall promptly notify ImageTrend for any actual or prospective Claim for which indemnification is sought. In the event that any third-party Claim is made and Client invokes this clause, ImageTrend shall have the right and option to undertake and control such defense of such action with counsel of ImageTrend’s choice with control to settle any such Claim. ImageTrend shall have no obligation to defend or indemnify Client from Claims arising out of Client’s negligent or intentional wrongful acts or omissions. Because ImageTrend must provide its own insurers with notice of a claim within 60 days of actual knowledge of a Claim, Client accordingly must provide ImageTrend written notice no more than 60 days after Client has actual knowledge of a Claim else ImageTrend shall have no obligation to indemnify Client.

SECTION 13. COOPERATIVE USE

To the extent permitted by Ohio Revised Code 9.48, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal Laws.

SECTION 14. GENERAL TERMS

- a. **INSURANCE REQUIREMENTS.** ImageTrend shall provide to Client a Certificate of Insurance upon request.

- b. **ELECTRONIC SIGNATURES.** The parties agree to conduct transactions primarily via electronic means, provided that the sending party receives written confirmation from receiving party. Automated email confirmation of delivery, or read receipt shall not constitute such confirmation. Accordingly, each party accepts electronic signatures and Deliverables as equivalent to physical versions of the same. In the event that electronic delivery is not available for any reason, the parties shall agree to deliver such notice of transactions by prepaid overnight express delivery service (FedEx, UPS, or any other nationally-recognized overnight express delivery service).

- c. **BUSINESS DAYS AND HOLIDAYS.** The parties agree a business day is 8 hours long, and excludes Saturdays, Sundays, and days reasonably considered a holiday by either party per each party’s written policies. Unless otherwise specified in a Work Order, ImageTrend shall perform services only during business days, from 9:00am CST to 5:00pm CST.

- d. **COUNTERPARTS.** This Agreement may be executed in counterpart originals, duly signed by both parties, each of which will be deemed an original but all of which, together, will constitute one and the same Agreement. Any terms not present in all counterpart copies are severed and void. Electronic counterparts are equally as valid as original counterparts.
- e. **FORCE MAJEURE.** Neither party will be liable for delays nor for non-performance due to an unforeseeable event, external to this Agreement and the parties, where the occurrence of the event beyond the non-performing or delayed party's reasonable control ("Force Majeure Events.") Force Majeure Events may include, but are not limited to: war, terrorism or threats of terrorism, civil disorder, labor strikes, fire, disease, medical epidemics or outbreaks, events which curtail necessary transportation facilities (e.g. airports), or other unforeseeable events where the occurrence of the event is beyond the non-performing or delayed party's control. This provision specifically excludes disruption by third-party bad actors (e.g. hacking compromise).
- f. **REASONABLE COOPERATION.** Client will reasonably cooperate with ImageTrend to the extent reasonably necessary to enable ImageTrend to perform the Services contemplated in each Work Order. Accordingly, Client will provide access, information or other materials in a fashion timely to the schedule of each Work Order. ImageTrend shall have no liability to Client for delays arising out of the actions or non-actions of Client.
- g. **NON ASSIGNABILITY.** A party shall not assign this Agreement or its rights hereunder without the prior written consent of the other party except in the case of an inter-departmental assignment within the City of Columbus.
- h. **JURISDICTION AND VENUE.** The parties agree that the law governing this Agreement shall be that of the State of Minnesota without regard to any conflict of laws provisions. **IF CLIENT IS A GOVERNMENTAL ENTITY** the law governing and interpreting this Agreement shall be that of the State wherein the Client is located without regard to any conflict of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state court in the county in which Client is located.
- i. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- j. **WAIVER.** No waiver by either party of any of any provision hereof shall constitute a waiver of any other term of this Agreement nor shall it preclude either party from enforcing its rights.
- k. **NONAPPROPRIATION. IF CLIENT IS A GOVERNMENTAL ENTITY THE FOLLOWING PARAGRAPH APPLIES.** The continuation of this Agreement is contingent upon the appropriation of funds by the Columbus City Council or other sources as applicable to fulfill the requirements of the Agreement. If insufficient monies are appropriated to provide for the continuation of the Contract, or if such appropriation is reduced by any means provided in the applicable

appropriation laws or regulations for any lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Agreement or any Work Order hereto, the Agreement or applicable Work Order(s) shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. ImageTrend shall be entitled to payment for deliverables in progress, to the extent work has been performed pursuant to this Agreement or any Work Order hereto; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client	ImageTrend
_____ Signature:	_____ Signature:
_____ Print Name:	_____ Print Name:
_____ Title:	_____ Title:
_____ Date:	_____ Date:

SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

“ImageTrend Elite Data Marts” means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

“ImageTrend Elite Reporting Tools” means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

“Incident(s)” means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

“Licensed Information” means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as “ImageTrend University.”

“The Software” means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. “Elite EMS SaaS” shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend’s right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) (“SaaS”)	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software

and/or Licensed Information or copies thereof except as provided in this Agreement.

SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

INSTRUCTIONS. ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 5. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

SECTION 6. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at <https://ImageTrend.uservoice.com/>.

SECTION 7. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage

detailed by this Agreement, in ImageTrend’s discretion. Non-compliance with the scope of usage shall be considered a material breach.

If this Agreement is for the licensing of ImageTrend Elite, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client <u>is not</u> a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers (“Public Agency”)	Client responds to emergency medical incidents and transports patients therefrom and <u>is</u> a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client’s governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, David Baugh or their successor, conducts their job duties most frequently.
State, County, Region, City for its constituents	Client is a Governmental Entity with authority or an official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	Licensed individuals within Client’s legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

	beneficiary who is a Private or Public Agency.	
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PRICE SHEET AND WORK ORDER ATTACHMENT

The prices below are based on the following SaaS transaction volumes, as provided by Client:
170,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount
Elite™ Rescue Setup & Implementation	ELT.003.002.003	\$60,000.00	1	\$60,000.00
Direct Messaging Connection Fee - Per Agency Connection	ELT.002.010.029	\$200.00	1	\$200.00
Onsite Training Session - 8 Hours	ELT.006.003.004	\$1,800.00	6	\$10,800.00
Travel	ELT.006.003.008	\$1,750.00	2	\$3,500.00
Webinar Training 2hr Session	ELT.006.003.009	\$450.00	6	\$2,700.00

Total One-Time Fees: \$77,200.00

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount
Open Platform Healthcare Connection	ELT.002.008.008	\$6,435.00	1	\$6,435.00
XChange API Access - NFIRS Records	ELT.002.010.032	\$5,000.00	1	\$5,000.00
Visual Informatics™	ELT.001.002.032	\$5,000.00	2	\$10,000.00
Mobile Fire Inspections - SaaS	ELT.001.002.014	\$20,000.00	1	\$20,000.00
Investigations	ELT.001.002.018	\$15,000.00	1	\$15,000.00
TeleStaff Distribution	ELT.002.011.004	\$7,500.00	1	\$7,500.00
Visual Informatics™ Fire Cube	ELT.001.002.024	\$0.00	1	\$0.00
Permits	ELT.001.002.021	\$10,000.00	1	\$10,000.00
CAD Distribution	ELT.002.007.001	\$7,500.00	1	\$7,500.00
Data Mart™ Subscription	ELT.001.002.064	\$12,500.00	1	\$12,500.00
Billing Company Purchased FTP Auto Export	ELT.002.009.010	\$0.00	1	\$0.00
Elite™ Rescue - SaaS *Includes Elite™ Field	ELT.001.002.015	\$425,000.00	1	\$425,000.00
Standard Direct Messaging - EMS Agency	ELT.002.010.023	\$7,100.00	1	\$7,100.00

Account Advisement Services Level 1	ELT.006.003.011	\$20,800.00	1	\$20,800.00
Visual Informatics™ EMS Cube	ELT.001.002.023	\$0.00	1	\$0.00
Other CAD Vendor	ELT.002.007.019	\$0.00	1	\$0.00
Connect Conference Registration (per Attendee)	ELT.007.004.001	\$695.00	1	\$695.00

Total Recurring Fees: \$547,530.00

TOTAL YEAR 1: \$624,730.00

Send Invoices To:

Columbus Division of Fire
 Attn: Andrea Raver
 3675 Parsons Ave.
 Columbus, OH 43701
anraver@columbus.gov

Payment Terms:

- \$225,000.00 of the Total Year 1 cost will be invoiced August 1, 2024 with the remaining balance of the Total Year 1 cost being invoiced on March 17, 2025 or upon completion of Go-Live, whichever occurs earlier. The parties understand that while the system can be infinitely configured and refined, that the software system must reach a level of readiness and it must “go-live” for usage by the end-users in its intended use cases. Client may desire staged roll out of different features or products for large implementations, or Client may desire to have all functions go live all at once. In the interest of defining a fair and objective measurement point, this Go Live Milestone will be complete when the Client’s Software system processes, receives, transmits, generates, or otherwise interacts with the first non-test data record, excluding non-test data which is migrated on a one-time basis from another system. The parties agree the remaining balance of the Total Year 1 cost shall not be invoiceable until all Severity 1 and Severity 2 issues are resolved.
- “Recurring Fees” are annual fees which recur each year. Commencing in Year 2 and thereafter, Recurring Fees shall be invoiced on the annual anniversary of the Year 1 Recurring Fee. . The Recurring Fees will escalate in price annually by no more than 4% beginning one year from the last signature hereto and each year thereafter.
- All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.
- ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement or it is provided by ImageTrend and is required for ImageTrend’s solutions to function.

Optional Items

Items in the table below are not goods or services currently contracted or provided by this Agreement, rather, they are included to allow Client to add those goods or services by first providing written notice to ImageTrend, subsequently ImageTrend will provide Client with a Work Order for the Optional item, and upon Client’s signature of that Work Order, ImageTrend will begin the work.

Product	SKU	Unit Price	Description
Community Health™ Add-on	ELT.001.002.003	\$11,500.00	Elite Community Health is a complete solution for community paramedicine and mobile integrated healthcare (CP/MIH). It allows you to use patient data you have already collected to identify appropriate candidates for CP/MIH programs, track progress, report on various metrics, and analyze the results.
Performance Insights	CTM.001.002.021	\$12,000.00	
Microsoft Azure Active Directory SSO Setup	ELT.003.002.031	\$3,500.00	
License Management Setup	LMS.003.002.003	\$16,000.00	
Community Health™ Add-on Setup	ELT.003.002.011	\$1,500.00	
Continuum® for Rescue	CTM.001.002.065	\$50,000.00	
Microsoft Entra (formerly Azure) Active Directory SSO	ELT.001.002.076	\$5,000.00	Single Sign-On (SSO) is an add-on for Elite that allows you to integrate with Entra Active Directory for single sign-on (SSO) functionality. This means that your system can be set up to link a user's account with their corporate account, allowing them to log in to Elite with their employer-managed Microsoft username and password. Please reference the FAQ in the University for more details on requirements and functionality.
License Management SaaS	LMS.001.002.003	\$66,000.00	License Management System Trainer Model is a solution for Clients with the technical expertise to develop and maintain licensing workflows, but require a system to be in place along with the administrative training of set-up and functionality. Throughout a twenty (20) week implementation period, ImageTrend’s licensing experts will train Client’s staff on the intricacies of LMS workflow development and maintenance.

Investigations	LMS.001.002.005	\$0.00	<p>The Investigations module allows you to complete a record with details of the investigation surrounding a complaint made about personnel users, services or vehicles licensed by your agency. Investigations can have multiple subjects, including subjects of different types. (For example, a single investigation could look at two personnel users and a vehicle). Investigations can keep track of actions taken in relation to the investigation. - Activity Tracking records let you track real world actions such as phone calls or meetings that your staff completes to work on this investigation. - Monitoring records let you track follow up activities and due dates for the investigation, such as community service, education or monitoring meetings. - The Investigations module is only accessible via the Administrative portal, unless specific statuses are made available to the public on the Public Lookup tab.</p>
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DATA MART – CONTINUOUS FREQUENCY TERMS OF USE

- 1. GRANT OF LICENSE TO ELITE DATA MART(S)** CLIENT is hereby granted a non-exclusive, non-sublicensable, non-transferrable (except as outlined below) use license for the ImageTrend Elite Data Mart(s). CLIENT is further granted a limited right to use, reproduce, and distribute the ImageTrend Data Dictionary(s) solely to and for authorized employees and contractors to enable them to carry out their duties for CLIENT, and for no other purpose.
- 2. CONFIDENTIALITY OF IMAGETREND ELITE DATA MART(S) DATABASE(S) AND OTHER DATABASES** The schema, data structure, and overall design of the ImageTrend Elite Data Mart(s) Database and other included databases, are hereby marked and declared Confidential Information which constitutes valuable and proprietary work product and trade secrets of ImageTrend. While CLIENT owns all its own data, CLIENT shall not share with, describe to, detail to, or otherwise allow or aid a third party to reverse engineer the schema, data structure and overall design of the ImageTrend Elite Data Mart(s) or any other ImageTrend Software or ImageTrend database with third parties. CLIENT agrees to take reasonable measures to maintain the secrecy of the schema, data structure, and overall design of the ImageTrend Elite Data Mart(s), or to protect the schema, data structure and overall design of the ImageTrend Elite Data Mart(s) in the same manner that CLIENT protects its' own trade secrets, whichever is greater.
- 3. CONFIDENTIALITY OF ELITE DATA DICTIONARY(S)** The included ImageTrend Elite Data Dictionary which describes the ImageTrend Elite Data Mart(s) is hereby marked and declared Confidential Information which constitutes valuable and proprietary work product and trade secrets of IMAGETREND. CLIENT shall not reproduce for, distribute to, grant access to, publicly display to, nor allow the data dictionary to be used by: third parties, and/or any employee or contractor who does not require the Elite Data Dictionary(s) to carry out their duties to CLIENT. Upon expiry of the Elite Data Dictionary(s) license(s), CLIENT shall destroy or return all copies of the Elite Data Dictionary(s) in CLIENT's control.
- 4. DELIVERY OF IMAGETREND ELITE DATA MART DATA** CLIENT has chosen to receive regular deliveries of Data Mart(s) data continuously via Microsoft SSIS or as otherwise negotiated between the parties. CLIENT should be advised that this Section 3 – Grant of License does not include the provisioning of a database instance or virtual private connection to directly run database queries against the ImageTrend Elite Data Mart(s), rather, this section grants a license to use the Elite Data Mart as well as contracts with IMAGETREND to provide regular delivery of that Data to CLIENT as a service. CLIENT must host and provision it's own Microsoft SQL Server instance or other tool to manipulate the .BAK file.
- 5. SUPPORT FOR IMAGETREND ELITE DATA MART(S)** CLIENT shall receive support for the ImageTrend Elite Data Mart(s) under this Agreement's Service Level Agreement. Further, CLIENT shall receive periodic updates to the ImageTrend Elite Data Mart(s) and Data Dictionary(s) along with other regular Software updates. The Section D is not binding or valid if the CLIENT has not contracted with IMAGETREND for Support services; Support services must be a line item in the Agreement or in other binding contracts between the parties as a condition precedent to receive Support for the Elite Data Mart(s).

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement (“SLA”) guarantees your website or application’s availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend’s servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company’s website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	<ul style="list-style-type: none"> - Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software 	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	<ul style="list-style-type: none"> - Minor subsystem failure -Data entry or access impaired on a limited basis. 	Within four (4) hours of initial notification	24 Business hours
Low	<ul style="list-style-type: none"> - User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution 	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices, including NIST 800-53, to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.*, public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

- a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.
- b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.
- c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties (unless said hardware is within ImageTrend's control).
- d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.
- e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software has offline capability which provides redundancy when network or server back-end capability is not available through Elite Field. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited

95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

5. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

DATA EXCHANGE AUTHORIZATION

Between ImageTrend, LLC (“ImageTrend”), a Minnesota Corporation located at 20855 Kensington Blvd., Lakeville, MN 55044 and Columbus Division of Fire (“the Data Controller” and “Client”) residing at 3639 Parsons Ave Columbus,, Ohio 43207 for transmitting ePHI data as identified below.

Whereas; ImageTrend is a provider of data management services and a current Business Associate to the Data Controller; and

Whereas; the Data Controller wishes ImageTrend to exchange certain ePHI data from and to the Data Controller’s System, in ImageTrend’s capacity as a Business Associate.

Data Exchange Purpose The purpose of this Data Exchange Authorization is to exchange Data Controller’s data in accordance with the table below that lists the data exchange work items to be fulfilled by ImageTrend (“the Identified Data Exchanges”). It is Data Controllers sole obligation to ensure the “Destination” column is accurate. ImageTrend will fulfill and exchange data with the listed Destination party, and will not deviate from the identified destination unless ImageTrend is directed otherwise in writing by Data Controller. Notwithstanding any term to the contrary, ImageTrend shall not be liable in any manner for sending or receiving data as outlined below; Data Controller assumes all risk for the data source(s) and destination(s) identified below.

Description	Quote Description	Data Source	Data Destination
Standard Direct Messaging - EMS Agency	Allows for the sending of ePCR reports via Direct messaging or e-faxing to hospitals. This offering transmits data based on the initial triggering status and the final triggering status.	ImageTrend	Kno2
Open Platform Healthcare Connection	ImageTrend’s Open Platform Healthcare Connection allows for the sending of Elite ePCR data (via NEMESIS XML) to a third party system that transmits that onto a hospital system and consumes patient outcome data back, reconciles it, and inserts it back into the patients ePCR record. Please refer to ImageTrend’s Open Platform Healthcare Connection Implementation Guide for specific fields and workflow.	ImageTrend	ESO HDE

Authorization. Data Controller hereby authorizes ImageTrend to transmit, import, and/or disclose in accordance with the Identified Data Exchanges, and to transmit, import and/or disclose other data reasonably necessary to achieve the purpose of each work line item outlined in the table above. This Agreement modifies any prior agreements of the parties only to the extent necessary to effect this agreement, and does not otherwise change the terms of any prior agreements between the parties.

Right to Revoke or Terminate. Data Controller may terminate or revoke the right to transmit or disclose data granted to ImageTrend by this Agreement at any time by providing reasonable written notice to ImageTrend and providing a commercially reasonable period of time in which to effect the termination.

The Parties hereby agree to this Data Exchange Authorization:

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client _____

ImageTrend _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

BUSINESS ASSOCIATE AGREEMENT ATTACHMENT

This Business Associate Agreement (“Agreement”) dated (the “Effective Date”), is entered into by and between **City of Columbus, Department of Public Safety** located at 3639 Parsons Ave, Columbus, Ohio 43207 (the “Covered Entity”) and ImageTrend, LLC, a Minnesota limited liability company (the “Business Associate”).

WHEREAS, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

WHEREAS, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“EPHI”); and

WHEREAS, in order to protect the privacy and security of PHI, including EPHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or EPHI; and

WHEREAS, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

WHEREAS, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and EPHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

WHEREAS, Business Associate and Covered Entity desire to enter into this Business Associate Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and EPHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”). All references to PHI herein shall be construed to include EPHI.

Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any

request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.

8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts** to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology (“NIST”) concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, the Business Associate’s response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

9. **Data Breach Notification and Mitigation.**

A. **HIPAA Data Breach Notification and Mitigation.** Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any “breach” of “unsecured PHI” as those terms are defined by 45 C.F.R. §164.402 (hereinafter a “HIPAA Breach”). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach,

Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

- B. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as “Individually Identifiable Information”) that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a “State Breach”) to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer Affairs Department (or their respective agents); (iii) comply with Covered Entity’s determinations regarding Covered Entity’s and Business Associate’s obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.
- C. Breach Indemnification. Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys’ fees actually incurred) (collectively, “Information Disclosure Claims”) arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this

Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.

- A. **If Client is a Governmental Entity the following clause does not apply:** Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- B. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. Term and Termination.

- A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- B. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.
- C. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events

shall have occurred and be continuing:

- A. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
 - B. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
- D. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
- E. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
- F. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to “return or destroy,” Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN “AS IS” BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) (“the Federal Healthcare Programs”); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.

13. **Miscellaneous.**

- A. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be

effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

ATTN: Compliance Department
3639 Parsons Ave
Columbus, Ohio 43207

If to Business Associate:

ImageTrend, LLC
Attn: Legal Department
20855 Kensington Blvd.
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on

either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to any conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the State of Ohio and federal courts in Franklin County, OH.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity.
20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF: the undersigned parties, each having authority to bind their respective organizations, hereby agree.

Client _____

ImageTrend _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Task	Start Date	End Date	Duration	Dependencies	Resource Group
Elite Fire Implementation	6/17/2024	12/1/2024			
Initiation					
Initial Communication with Client	6/17/2024	6/17/2024	1 hour	Contract Received	ImageTrend
Production Site Deployment				Confirm client's preferred Elite URL in initial communication	ImageTrend
Elite Site Initial Config.					
Create Team user accounts				Site Creation	ImageTrend
Enable purchased modules				Site Creation	ImageTrend
Import Validation rules				Site Creation	ImageTrend
Import Print Report Template				Site Creation	ImageTrend
Import Form Templates (Fire, Inspections, Investigations, Permits)				Site Creation	ImageTrend
Elite URL, User Credentials provided to Client				Site Creation	ImageTrend
Project Kickoff					
Kickoff Meeting				Initial Communication with Client	Client/ImageTrend
Introduce Team Members				Contract Received	Client/ImageTrend
Review project goals	7/8/2024		2 hours	Contract Received	Client/ImageTrend
Discuss implementation timeline				Contract Received	Client/ImageTrend
Determine workgroups/resources and meeting structures (Imp. Workgroups & project mgmt., meeting cadences, etc)				Contract Received	Client/ImageTrend
Project Management					
Review contract				Contract Received	Client/ImageTrend
Review initial implementation plan				Contract Reviewed	Client/ImageTrend
Review project dependencies				Review initial implementation plan	ImageTrend
Integrations					
CAD/Teletstaff integration ****Estimate for a single CAD integration****					
CAD Kickoff Meeting				Contract Received	Client/ImageTrend
Client provides sample CAD file				Contract Received	Client / Hexagon
ImageTrend supplies Client with a rough draft workbook				Client provided sample file	ImageTrend
Client submits final workbook	7/11/2024	9/19/2024	10 weeks	Client received CAD workbook from ImageTrend	Client
ImageTrend Development				Final CAD Workbook received	ImageTrend
ImageTrend Send instructions to Client				CAD Workbook received	ImageTrend
Client Tests, Confirms accuracy of data mapping, provides feedback				CAD Deployed by ImageTrend	Client
Additional ImageTrend Development, if necessary				CAD Deployed by ImageTrend	ImageTrend
Client Tests and verifies that integration is populating correctly				CAD Deployed by ImageTrend	Client
XChange API Access - NFIRS Records					
XChange API Access - NFIRS Data Kickoff, if necessary	10/1/2024	10/1/2024	1 day	Contract Received	Client/ImageTrend
ImageTrend notifies Fire Recovery of new integration	10/2/2024	10/6/2024	5 days	Contract Received	ImageTrend
Client provides the eligibility criteria for when incidents are exported from Elite to Fire Recovery	10/7/2024	10/7/2024	CLIENT/1 day	Contract Received	Client
Client creates integration account with guidance from ImageTrend	10/8/2024	10/8/2024	1 day	Client received instructions from ImageTrend	Client
ImageTrend configures integration	10/9/2024	10/15/2024	5 days	Integration account created and criteria provided to ImageTrend	ImageTrend
ImageTrend notifies client and Fire Recovery that data is flowing	10/16/2024	10/16/2024	1 day	Integration Configured	ImageTrend
Client/Fire Recovery test and provide feedback	10/17/2024	10/23/2024	CLIENT/5 days	ImageTrend notifies client and Fire Recovery that data is flowing	Client/Fire Recovery
Workbooks					
ImageTrend to Provide and Educate on Workbooks - Locations/Occupants/Inspections/Stations/Vehicles/Call Signs/Users	9/25/2024	9/25/2024	2 hours	Kick Off Call	ImageTrend
Client returns completed workbooks	9/25/2024	10/11/2024	10 days	Workbooks Provided	Client
ImageTrend to import workbooks	10/10/2024	10/17/2024	5 days	Completed workbooks returned	ImageTrend
Update project plan with additional workbooks and development as needed	9/25/2024	9/25/2024	2 hours	Workbooks Provided	ImageTrend
Data Migration					
Fire Incident Data Migration Review Meeting				Contract Received	ImageTrend
Determine scope of legacy Fire data to be imported into Elite	9/25/2024		1 hour	Fire Data Migration Review Meeting	Client/ImageTrend
Client provides sample fire incident files	9/25/2024	10/25/2024	8 hours	Determine scope of legacy Fire data to be imported into Elite	Client
Develop data migration plan	9/25/2024	10/9/2024	10 days	Determine scope of legacy Fire data	Client/ImageTrend
Client provides historical fire incident files	10/10/2024	10/23/2024	2 weeks	Develop data migration plan	Client
Import historical Fire incidents	10/24/2024	10/29/2024	4 days	Client provides Fire incident files	ImageTrend
Data Quality Review				Import historical Fire incidents	Client/ImageTrend
Education/Configuration					
Training Sessions					

Plan on-site and webinar training sessions with Client	11/1/2024	2 hours	Contract Received	Client/ImageTrend
Hold on-site training sessions (2 trips)	TBD	6 days	Contract Received	Client/ImageTrend
Hold webinar training sessions: 6 x 2 hour sessions	TBD	16 hours	Contract Received	Client/ImageTrend
Implementation Sessions				
Implementation Topics: Site Navigation, System/Agency Level, Resources, Run Forms	7/30/2024	1 hour	Site Creation	Client/ImageTrend
Implementation Topics: Form Manager, Dataset Manager, Worksheets	8/7/2024	1 hour	Elite Site Navigation completed	Client/ImageTrend
Fire run form design/testing			Form Manager, Dataset Manager, Worksheets	Client
Establish default fire run form from template			Form Manager, Dataset Manager, Worksheets	Client
Rename form elements on the template, using more familiar names to make documenting easier for your users			Form Manager, Dataset Manager, Worksheets	Client
Add/rename sections			Form Manager, Dataset Manager, Worksheets	Client
Add/rename panels			Form Manager, Dataset Manager, Worksheets	Client
Add form elements: fields, grids, supplemental questions, generic labels, and buttons			Form Manager, Dataset Manager, Worksheets	Client
Set form element properties			Form Manager, Dataset Manager, Worksheets	Client
Create worksheets/add to run form-if needed			Form Manager, Dataset Manager, Worksheets	Client
Use dataset manager to customize +1 codes, inactivate, reorder, and relabel values			Form Manager, Dataset Manager, Worksheets	Client
Test fire run form			Form Manager, Dataset Manager, Worksheets	Client
Implementation Topics: Validation Rules, Visibility Rules, Preset Values	9/16/2024	1 hour	Form Manager, Dataset Manager, Worksheets	Client
Build Validation Rules			Form Manager, Dataset Manager, Worksheets	Client
Build Visibility Rules			Form Manager, Dataset Manager, Worksheets	Client
Add preset values to Fire run form			Form Manager, Dataset Manager, Worksheets	Client
Ongoing Fire run form design and testing			Form Manager, Dataset Manager, Worksheets	Client
Power Tool customization: add fields and/or default values			Form Manager, Dataset Manager, Worksheets	Client
Ongoing Fire run form design and testing			Form Manager, Dataset Manager, Worksheets	Client
Implementation Topics: Apparatus Power Tool	8/15/2024	1 hour	Validation Rules, Visibility Rules, Preset Values	Client
Ongoing Fire run form design and testing			Validation Rules, Visibility Rules, Preset Values	Client
Implementation Topics: Users, Permission Groups	9/16/2024 - 9/20/24	5 days	Validation Rules, Visibility Rules, Preset Values	Client
Create agency's customized permission groups			Validation Rules, Visibility Rules, Preset Values	Client
Provide client user import workbook to ImageTrend			Validation Rules, Visibility Rules, Preset Values	Client
Import users			Form Manager, Dataset Manager, and Preset Values completed	Client
Review user management			Apparatus Power Tools	Client
Ongoing Fire run form design and testing			Apparatus Power Tools	Client
Implementation Topics: Elite Web Config.	8/30/2024	1 hour	Worksheets, Print Report Manager	Client/ImageTrend
Configure Elite settings			Users, Permission Groups	Client
Ongoing Fire run form design and testing			Users, Permission Groups	Client
Implementation Topics: Incident List Views	8/30/2024 - 9/5/24	5 days	Users, Permission Groups	ImageTrend
Configure Incident List Views			Users, Permission Groups	Client
Ongoing Fire run form design and testing			Users, Permission Groups	Client
Implementation Topics: Fire CQI Reviews and Reports	9/6/2024 - 9/13/24	5 days	Users, Permission Groups	Client
Build custom CQI review process			Users, Permission Groups	Client
Ongoing Fire run form design and testing			Users, Permission Groups	Client
Implementation Topics: Incident Lifecycle, Incident Statuses, Finish Incident Settings	9/16/2024 - 9/20/2024	5 days	Site Build-out/Testing: Run forms, Users, Permission Groups	Client/ImageTrend
Define client's incident lifecycle			Elite Web Config.	Client
Customize incident statuses			Elite Web Config.	Client
Configure Finish Incident settings			Incident List Views	Client/ImageTrend
Ongoing Fire run form design and testing			Incident List Views	Client
Implementation Topics: Locations, Occupants, & Inspections (LOI)	9/23/2024 - 9/27/2024	5 days	Fire CQI Reviews and Reports	Client
Locations form design/testing			Fire CQI Reviews and Reports	Client
Establish default Locations form from template			Incident Lifecycle, Incident Statuses, Finish Incident Settings	Client/ImageTrend
Rename form elements on the template, using more familiar names to make documenting easier for your users			Incident Lifecycle, Incident Statuses, Finish Incident Settings	Client
Add/rename sections			Incident Lifecycle, Incident Statuses, Finish Incident Settings	Client
Add/rename panels			Incident Lifecycle, Incident Statuses, Finish Incident Settings	Client
Add form elements: fields, grids, supplemental questions, generic labels, and buttons			Incident Lifecycle, Incident Statuses, Finish Incident Settings	Client
Set form element properties			Incident Lifecycle, Incident Statuses, Finish Incident Settings	Client
Test Locations form			Incident Lifecycle, Incident Statuses, Finish Incident Settings	Client
Occupants form design/testing			Incident Lifecycle, Incident Statuses, Finish Incident Settings	Client
Establish default Occupants form from template			Incident Lifecycle, Incident Statuses, Finish Incident Settings	Client

Task	Start Date	End Date	Duration	Dependencies	Resource Group
Enable Report Writer View Query on select Client Team user accounts	10/11/2024	10/11/2024	1 day	Users Identified	ImageTrend
Follow-up meeting with ImageTrend DataMart team	10/15/2024	10/15/2024	1 hour	Data Flowing	Client/ImageTrend
User Acceptance Testing					
UAT Kick-off, if necessary	9/16/2024	9/16/2024	1 hour	Site Config. complete	Client/ImageTrend
Build Test Cases	9/17/2024	10/1/2024	10 days	Site Config. complete	Client/ImageTrend
Client Test Execution, provide ongoing feedback	10/2/2024	10/9/2024	5 days	Site Config. complete	Client
ImageTrend/Client address issues identified in Testing	10/10/2024	10/17/2024	5 days	Client Test Execution, provide ongoing feedback	Client/ImageTrend
UAT Testing DeBrief	10/18/2024	10/18/2024	1 hour	ImageTrend/Client address issues identified in Testing	Client/ImageTrend
End User/Go-Live Training					
On-site End User Training	10/21/2024	10/24/2024	3 days	UAT Testing DeBrief	Client/ImageTrend
Site Go Live					
Pre-Go-Live Meeting - Go Live Preparation (Support & Account Advisement L1 Transition)	10/25/2024	10/25/2024	1 hour	Site Build Complete, End User Training Complete, UAT Complete	Client/ImageTrend
Delete Test Data	11/14/2024	11/14/2024	2 hours	Pre Go-Live Meeting Complete	ImageTrend
Go Live	11/15/2024	11/15/2024	1 day	Test data deleted	Client/ImageTrend
NFIRS Submission					
Generate NFIRS export file	11/20/2024	11/22/2024	3 days	All site configuration has been completed	Client/ImageTrend
Submit NFIRS file to state, DHS...	11/22/2024	11/26/2024	3 days	Prior to Go Live	Client/ImageTrend
Closing					
Post Go Live Meeting/Resolve NFIRS errors	11/20/2024	11/20/2024	1 hour	Client is officially live using Elite	Client/ImageTrend
Post Go Live Meeting/Resolve NFIRS errors	11/21/2024	11/21/2024	1 hour	Client is officially live using Elite	Client/ImageTrend
Post Go Live Meeting/Resolve NFIRS errors	11/25/2024	11/25/2024	1 hour	Client is officially live using Elite	Client/ImageTrend
Post Go Live Meeting/Resolve NFIRS errors	12/1/2024	12/1/2024	1 hour	Client is officially live using Elite	Client/ImageTrend
Close Out Implementation Order	12/1/2024	12/1/2024	1 hour	Official Support Transition	ImageTrend
Task	Start Date	End Date	Duration	Dependencies	Resource Group
Elite EMS Implementation					
Initiation					
Initial Communication with Client	11/1/2024		1 hour	Contract Received	ImageTrend
Elite Site Initial Config.					
Create Team user accounts					
Enable purchased modules					
Import Validation rules					
Import Print Report Template					
Import Form Templates (EMS)	11/4/24 - 11/5/24		2 days		
Project Kickoff					
Kickoff Meeting					
Introduce Team Members					
Review project goals					
Discuss implementation timeline	11/6/2024		2 hours	Initial Communication with Client Contract Received	Client/ImageTrend
Determine workgroups/resources and meeting structures (Imp. Workgroups & project mngmt., meeting cadences, etc)				Contract Received	Client/ImageTrend
Project Management					
Review contract					
Review initial implementation plan	11/6/2024		2 hours	Contract Received	Client/ImageTrend
Review project dependencies				Contract Reviewed	Client/ImageTrend
Integrations					
Review initial implementation plan				Review initial implementation plan	ImageTrend
Single CAD Integration: With proper planning, the majority of this work could be completed with Elite Fire CAD project					
CAD Kickoff Meeting					
Determine if Fire and EMS incidents will remain separate or be integrated	11/7/2024			Contract Received	Client/ImageTrend
Client provides sample CAD file	11/7/2024	11/7/2024		Contract Received	Client
ImageTrend supplies Client with a rough draft workbook	11/7/2024	11/7/2024		Client provided sample file	ImageTrend
Client submits final workbook	11/18/2024	11/15/2024	8 - 10 weeks	Client received CAD workbook from ImageTrend	Client
ImageTrend Development	11/18/2024	1/6/2025		Final CAD Workbook received	ImageTrend
ImageTrend Send instructions to Client	1/7/2025	1/7/2025		CAD Workbook received	ImageTrend
Client Tests, Confirms accuracy of data mapping, provides feedback	1/7/2025	1/10/2025		CAD Deployed by ImageTrend	Client
Additional ImageTrend Development, if necessary	1/13/2025	1/31/2025		CAD Deployed by ImageTrend	ImageTrend
Client Tests and verifies that integration is populating correctly	2/3/2025	2/7/2025		CAD Deployed by ImageTrend	Client
Open Platform Healthcare Connection (ESO)					
Kick-off Call	11/8/2024	11/8/2024	1 hour	Contract Received	Client/ImageTrend
Client provides integration account credentials				Site Creation	Client

EXHIBIT _____

STATEMENT OF WORK

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OVERVIEW

This document is the Statement of Work defining the principal tasks, activities and responsibilities of the parties involved in the implementation of the Application Software, interfaces and ancillary products, which include:

- ✓ ImageTrend Elite Rescue
- ✓ CAD Distribution
- ✓ Data Mart Subscription
- ✓ Direct Messaging
- ✓ Investigations
- ✓ Permits
- ✓ Telestaff Distribution
- ✓ Visual Informatics – EMS Cube and Fire Cube
- ✓ Mobile Fire Inspections
- ✓ Open Platform Healthcare Connection
- ✓ Xchange API Access – NFIRS Records
- ✓ Onsite Training
- ✓ Webinar Training
- ✓ Account Advise ment Services Level 1

RELATED PHASES

This Statement of Work (Exhibit _____) contains the following Phases:

- ✓ Phase 1 – Planning
- ✓ Phase 2 – Elite Initial Implementation
- ✓ Phase 3 – Initial Testing
- ✓ Phase 4 – Secondary Implementation
- ✓ Phase 5 – Account Advise ment Services
- ✓ Phase 6 – Training

ROLES AND RESPONSIBILITIES

PROJECT MANAGEMENT OVERVIEW

The City and ImageTrend shall each appoint a Project Manager for the Project with the experience, knowledge and authority to make decisions and carry out the tasks in the Project Implementation Schedule and this Statement of Work. The Project Managers will be the primary points of contact between the Parties during the Project.

The City and ImageTrend Project Managers will be responsible for directing and managing the Project to meet the Project objectives. The City and ImageTrend Project Managers will be responsible for managing their respective Project Team resources and ensuring that Project Team members fulfill their responsibilities. Each will have access to resources necessary to complete the project (personnel, documents, physical areas, etc.), and will be responsible for coordinating administrative and technical decisions on the Project.

IMAGETREND PROJECT MANAGER

Project management services are a requirement as part of this engagement and the ImageTrend Project Manager will be engaged throughout the Project as part of every task. The ImageTrend Project Manager is responsible for, but not limited to, the following:

PLANNING AND EXECUTION

- Coordinate, finalize and maintain Project Implementation Schedule with City to be agreed upon separately from this Statement of Work
- Ensure ImageTrend resources are properly assigned to ensure timely execution of each task.
- Coordinate and oversee the implementation of all licensed ImageTrend Application Software and Third-Party Software included in the Contract.
- Coordinate and oversee the development efforts of all contracted interfaces.
- Tracking overall Project status

COMMUNICATIONS

- Prepare bi-weekly project status reports identifying overall project status, recent accomplishments, outstanding issues, action items and upcoming events
- Maintain regular communication with City's Project Manager, providing timely responses, no later than five (5) Business Days, to issues raised by the City's Project Managers
- Conduct regular conference calls (e.g. weekly) to discuss project status updates
- Facilitate communication between City resources and ImageTrend resources for interface and conversion tasks
- Assist City Project Manager with developing a Communication Plan, complete with a full contact escalation plan for both parties.

RESOURCE MANAGEMENT

- Manage internal ImageTrend resources and efforts (technical tasks, implementation tasks, support during implementation, interface development, conversion efforts)
- Communicate with City resources regarding work effort in coordination with the City Project Manager

IMPLEMENTATION WORKSHOPS

- Assist the ImageTrend Implementation Specialist during implementation workshops, as needed or requested

CITY PROJECT MANAGER

The City's Project Manager is responsible for overseeing the implementation of the Project on the City's sites. The City's Project Manager is responsible for, but not limited to, the following:

- Coordinate and finalize the Project Implementation Schedule with ImageTrend to be agreed upon separately from this Statement of Work
- Maintaining regular communications with the ImageTrend Project Manager
- Managing the efforts of the City's staff
- Coordinate City activities with the ImageTrend Project Manager
- Participating in regular conference calls and onsite meetings (as contracted) with the ImageTrend Project Manager to discuss Project status updates, project issues, including mitigation efforts, and upcoming activities
- Reviewing ImageTrend's bi-weekly Project status reports
- Tracking and resolving outstanding City issues and action items for Action Item Log
- Providing timely responses, no later than five (5) Business Days, to issues raised by the ImageTrend Project Manager
- Facilitating communication between City and Third-Party resources and ImageTrend's resources for System Infrastructure, Integrations and Data Conversion tasks
- Managing communications and coordinating project activities with outside agencies and Third-Party vendors directly under contract with the City
- Coordinating ImageTrend physical and system security access
- Providing workspace at the City's project site for ImageTrend's Project Team, if requested
- Requesting, discussing, and reviewing Change Order Request Forms prepared by ImageTrend Project Manager
- Coordinating approval and execution of Change Orders and Amendments as needed

ROLES AND RESPONSIBILITIES DURING THE PROJECT

This section describes the roles and responsibilities of key Project resources throughout the duration of the Project.

IMAGETREND RESPONSIBILITIES

ImageTrend's overall responsibility is to establish a designated Project Team for the duration of this project. The Project Team should have the expertise to carry out the assigned Project tasks and responsibilities. As the ImageTrend Project Team members will not be 100% dedicated to this project, ImageTrend is also responsible for ensuring that the team members have ample time and resources to fulfill their responsibilities according to the Project Implementation Schedule.

IMAGETREND PROJECT TEAM

At a minimum, the ImageTrend Project Team will consist of a Project Manager, an Implementation Specialist, and Educators.

The ImageTrend Implementation Specialist is responsible for delivering the implementation workshops to the City Project Team, guiding the City in configuring the Application Software. The ImageTrend Implementation Specialist will be available to the City on a daily during regular support hours per our Service Level Agreement. The ImageTrend Implementation Specialist and the ImageTrend Project Manager will be available to the City Project Manager via phone and online meetings and onsite during key project activities (as agreed to by both parties via the Contract, Change Order or Amendment).

The ImageTrend Project Team is responsible for delivering the technical aspects of the project, assisting in the implementation workshops, and providing technical support to the project.

CITY RESPONSIBILITIES

The City's overall responsibility is to establish a designated Project Team for the duration of this project. The Project Team members should have the expertise to carry out the assigned Project tasks and responsibilities as indicated in this Statement of Work. The City must ensure City personnel have ample time, resources, and expertise to carry out their assigned Project tasks and responsibilities.

The City is responsible for providing desktop computers and mobile workstations for the City to use during the implementation phase. Additionally, the City must provide ImageTrend with other web-based secure access if secure access to City resources is required.

The City is also responsible for providing access to information and the staff required for data conversion as specified in this Statement of Work.

CITY PROJECT TEAM

The City will provide a Project Team consisting of, but not limited to, the following roles, which may change based on project need:

- Project Sponsor:
- DoIT Manager:
- Fire IT Manager:
- EMS IT Manager
- Project Manager:

- Technical Lead:
- System Administrator:
- Application Administrator:
- GIS Specialist:
- Operational Lead-
 - Prevention:
 - Connectors:
 - Social Services:
 - Training
 - Operations
 - Shifts:
 - Batallions:
 - Captains, Engineers, Firefighters:
 - Safety:
 - Transportation:
 - Planning and Research:
 - Data Warehouse
 - Wellness/Personnel:
- Data Analyst:

PROJECT IMPLEMENTATION SCHEDULE

The Project Implementation Schedule will be updated as necessary over the course of the Project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon Change Order Process.

CHANGE ORDERS

In accordance with the Change Order Process should a change to the Project Implementation Schedule be deemed necessary, the City and ImageTrend Project Manager will discuss and review the Project Implementation Schedule. The City and ImageTrend will verify the availability of resources to complete scheduled tasks and adjust the schedule to accommodate any known variations in availability. The ImageTrend Project Manager will update the Project Implementation Schedule.

Changes to project scope, schedule, or cost will be discussed by City and ImageTrend Project Managers. If both parties agree that a change is necessary, the Change Request will be documented, listing a specific change to scope, schedule, or cost. The Change Request should justify the necessary change and list impacts to the project scope and/or schedule and any associated costs to implement the change, if any. Changes that can be made without additional costs still need to be documented and approved to limit unapproved changes to the project scope.

Approved Change Requests will be signed by both City and ImageTrend Project Managers and/or Project Sponsor. No changes will take place prior to full Change Request process execution (the City cannot commit to additional cost without approval).

TASK COMPLETION

When all criteria has been met for each task in this Statement of Work, the ImageTrend Project Manager will be responsible for providing written notification (via email) to the City Project Manager, specifying the task and confirming the criteria that was met. Upon the City's review and approval of the completed task, the City will notify the ImageTrend Project Manager of the approval and will retain a copy of the confirmation for the purposes of milestone payments that are dependent on certain tasks.

STATEMENT OF WORK TASKS

This section describes the Project's major implementation tasks, identifies City and ImageTrend responsibilities, prerequisites, ImageTrend deliverables, and completion criteria for each task.

The precursors, start dates and durations, and responsible resources for each task are tracked in the Project Implementation Schedule. Statement of Work tasks outlined below and the tasks in the Project Implementation Schedule may not always start and complete sequentially.

PHASE 1 -- PLANNING

SUB-PHASE A – FINALIZE PROJECT IMPLEMENTATION SCHEDULE

In this task the parties will finalize the Project Implementation Schedule. The Project Implementation Schedule will be presented to the City for approval.

IMAGETREND RESPONSIBILITIES

- Identify and verify ImageTrend resources are available.
- Meet with the City Project Manager to discuss the Project Implementation Schedule.
- Update the Project Implementation Schedule within ten (10) days of meeting with the City Project Manager.

CITY RESPONSIBILITIES

- Provide input to the Project Implementation Schedule.
- Identify and verify City resources are available.

PREREQUISITES

- Contract Execution.

IMAGETREND DELIVERABLES

- Final Project Implementation Schedule.

TASK COMPLETION CRITERIA

- The final version of the Project Implementation Schedule is approved by the City.

SUB-PHASE B -- INITIATE PROJECT

The Project will officially start upon of the issuance of a PO pursuant to the terms of the Contract.

In this task, the City and ImageTrend Project Managers will hold a series of meetings to initiate the project. The Project Managers will establish the Project Action Item Log and confirm a Communication Plan.

IMAGETREND RESPONSIBILITIES

- Schedule the meetings to initiate the project with the City Project Manager.
- Collaborate with the City's Project Managers to design the format of the Project Action Item Log.
- Collaborate with the City's Project Managers to establish and confirm the Communication Plan.
- Identify to the City the recommended import workbooks that can be initially loaded with local values (for the purposes of the implementation Workshops), such as but not limited to: user accounts, agency vehicles and additional resources.

CITY RESPONSIBILITIES

- Host the meeting to initiate the project with the ImageTrend Project Manager.
- Collaborate with the ImageTrend Project Manager to design the format of the Project's Action Item Log.
- Collaborate with the ImageTrend Project Manager to establish and confirm the Communication Plan.
- Assign resources to provide information to load the import workbooks.
- Provide ImageTrend with completed workbook with local values.

PREREQUISITES

- Contract Execution.

IMAGETREND DELIVERABLES

- Project Action Item Log format and initial content.

TASK COMPLETION CRITERIA

- The required discussions have been held.
- The City has approved the format and content of the initial Action Item Log.
- The City and ImageTrend have confirmed the Communication Plan.

SUB-PHASE C -- HOLD PROJECT KICKOFF MEETING

City and ImageTrend Project Managers will collaborate to develop the agenda and materials for an on-site Project Kick-off meeting to introduce the project to City Project Team and key stakeholders. This meeting will include a high-level presentation covering the following topics:

- City Project Team introduction
- Overall project scope
- Key contract elements
- City Project Team requirements, roles, and assignments
- ImageTrend Project Team introduction
- ImageTrend roles and assignments
- Project Implementation Schedule
- System implementation approach options
- Other key project details (e.g., risks, communication plan, change management)

IMAGETREND RESPONSIBILITIES

- Work with the City to develop the Kickoff Presentation.
- Participate in the Project Kickoff Meeting.

CITY RESPONSIBILITIES

- Provide location and logistical support for Project Kickoff meeting.
- Invite Project Team and other key stakeholders to attend the meeting.
- Participate in the Project Kickoff presentation.

PREREQUISITES

- Contract executed.

TASK COMPLETION CRITERIA

- Project Kickoff Meeting concluded.

SUB-PHASE D -- ESTABLISH COMMUNICATION TO IMAGETREND CLOUD SERVICES

Connection to ImageTrend is made via basic internet connectivity and does not require special communication or configuration.

SUB-PHASE E – ELITE SYSTEM SETUP AND CONFIGURATION

ImageTrend will setup and configure an environment for the City within the ImageTrend Virtual Private Cloud in accordance with the agreed Project Schedule. The resulting deliverable will provide a platform for the City's Onboarding team to access the System from City computing platforms.

Once the environment is setup, ImageTrend will provide the City with the URL for the City users to access the Elite site.

As part of this task, which is necessary to conduct the Implementation Workshops, ImageTrend will provide the Elite site to the City.

IMAGETREND RESPONSIBILITIES

- Install an environment on the hosted service for the Elite application.
- Load initial user account values into the Elite site using data provided by the City.
- Provide the City log in instructions.
- Complete initial Elite configuration for User log in

CITY RESPONSIBILITIES

- Provide initial user account values
- Provide any essential information for site installation including the preferred naming convention for URL
- Work with ImageTrend to finalize the initial setup of the Elite environment (test and confirm that the City Users can access the System)
- Work with ImageTrend to finalize the initial setup of the workstations (test and confirm that the workstations can access the System)

PREREQUISITES

- Contract executed.
- Project Kickoff Meeting held

TASK COMPLETION CRITERIA

- The Elite system is initially configured and fully operational on the environment.
- City confirmation that the initial set of user account values are correctly loaded into the Elite tables.
- The web access to the System is verified to be operational from the City workstations required to support the System's Onboarding activities.

PHASE 2 –ELITE INITIAL IMPLEMENTATION

The purpose of the Elite Initial Implementation is to build and configure the following integrations and modules within the Elite System:

- ✓ CAD Distribution
- ✓ Direct Messaging
- ✓ Investigations
- ✓ Permits
- ✓ Telestaff Distribution
- ✓ Mobile Fire Inspections
- ✓ Open Platform Healthcare Connection
- ✓ Xchange API Access – NFIRS Records

The Billing Company Purchased FTP Auto Export is an integration between ImageTrend and the billing company. The integration setup will be accomplished between an agreement between ImageTrend and the billing company.

These tasks and deliverables include both technical tasks and software familiarity tasks. Technical tasks involve activities such as the setup of Elite, the development of the interfaces, and the testing of data conversion runs; whereas, software familiarity tasks involve several activities that take place during Onsite Training Workshops.

Onsite Training Workshops provide the City's Project Team with an overall understanding of the Elite solution and interfaces, including all of the possible configuration options. A total of six (6) Onsite Training Workshops will be delivered by ImageTrend to the City's Project Team, with additional onsite training opportunities available through the Change Order process.

The topics covered in each Workshop week are prepared by ImageTrend (designed to provide a gradual learning experience), where each day will incorporate a combination of product demonstrations, system configuration explanations, business practice analysis, business workflow process discussions, and hands-on exercises. In addition to product familiarization, the Workshops also focus on discussing current-versus-future workflow processes, and the impacts the future process will have on the affected end-users.

SUB-PHASE A -- CONDUCT ONSITE TRAINING WORKSHOPS

The purpose of the Onsite Training Workshops will be to provide training to City Project Team members during the implementation process. The ImageTrend educator will work with your agency administrators to develop a training plan that meets the needs of your agency.

The high-level introduction involves an overview of the functionality, features, and configuration options, as well as a discussion of potential re-engineering points. These activities include demonstrations of the products, hands-on exercises and group discussions.

ImageTrend will provide specific action items and exercises for the City's Project Team to complete before each Onsite Training Workshop.

IMAGETREND RESPONSIBILITIES

- Coordinate and schedule Onsite Training Workshops with the City's Project Managers.
- Provide the facility requirements for Onsite Training Workshops to the City's Project Managers at least five (5) Business Days prior to the scheduled workshop.

- Provide an agenda with objectives and business processes to review no less than two (2) Business Days prior to the scheduled workshop.
- Conduct in-depth demonstrations of the Application Software, identifying functionality and features supported, re-engineering points and configuration options.
- Provide hands-on exercises for the Project Team members to get familiar with the Systems.
- Assist the City's Project Team in reviewing the City's existing business processes and data as compared with System data flow and table options.
- Discuss workflow analyses to assess any required business re-engineering impacts.
- Document any issues discussed during the Onsite Training Workshop that need to be resolved.

CITY RESPONSIBILITIES

- Coordinate the location and scheduling of the Onsite Training Workshops with the ImageTrend Implementation Specialist.
- Provide a workshop facility that meets ImageTrend's requirements.
- Identify and schedule the Onsite Training Workshops attendees.
- Ensure that designated Onsite Training Workshops participants fully participate in the scheduled workshop.
- Prepare and lead reviews and discussions of the City's existing business processes identified in the workshop agenda.

PREREQUISITES

- Environment has been set up and ready for implementation.

IMAGETREND DELIVERABLES

- Delivery of Onsite Training Workshop.

TASK COMPLETION CRITERIA

- Onsite Training Workshop completed.
- Workshop participants have received standard training to navigate and begin the Elite System Configuration.
- Any required City business process re-engineering points covered during the workshop have been identified and documented.
- All identified issues have been documented in the Action Items Log.

SUB-PHASE B -- DATA CONVERSION

ImageTrend and the City shall meet or participate in conference calls to review Data Conversion legacy data workbooks, responsibilities, activities and expected results and import the data into the City's environment using standardized scripts.

The City would like to migrate legacy Permits data into Elite. Prior to beginning this migration, ImageTrend will require sample Permits data from the City. As a non-standard import, ImageTrend will require a High Level Estimate (HLE) to review the sample Permits data to determine quantity of hours need for this migration. A separate SOW will be signed in relation to the data conversion of Permits legacy data. Timing of this process is up to the City.

IMAGETREND RESPONSIBILITIES

- Provide necessary standard legacy data workbooks to the City's Implementation team. Workbooks include the following:
 - Agencies
 - Districts
 - Facilities
 - Hydrants
 - Inspections
 - Locations
 - Occupants
 - Patient Records
 - Stations
 - Users
 - Vehicles & Call Signs
- An HLE is required for the migration of Permits along with a fully agreed upon SOW to be done separate from this SOW.
- Identify and discuss prerequisites in Data Configuration activities.
- Run the initial Data Conversion imports utilizing standardized scripts.
- Assist and guide the City throughout the Data Conversion process.
- Run the final Data Conversion imports prior to Go Live.

CITY RESPONSIBILITIES

- Complete the tasks contained in the standard legacy data workbooks for which the City is responsible.
- The City will be responsible for obtaining data from legacy environments. With ImageTrend's assistance, data will be entered into the City's Elite environment for EMS and Fire incidents, including data brought over via workbooks.
 - ePCR data to be provided in NEMSIS 3.4 XML format
 - NFIRS data to be provided in NFIRS 5.0 TXT format
- Provide ImageTrend with requested sample Permits data for the formation of a HLE
- Perform quality assurance of imported data.

PREREQUISITES

- Configured environment.

IMAGETREND DELIVERABLES

- Provide City with standard legacy data workbooks
- Import standard legacy data utilizing standardized scripts

TASK COMPLETION CRITERIA

- The standard legacy data workbooks are completed as required to import the legacy data into the System.
- City Data Conversion Team has completed the iterative process of testing the import and verifying the data in Elite with the exception of Permits migration which will be handled separately outside of this SOW.

SUB-PHASE C – CAD INTEGRATION

The CAD integration _ will be configured and tested. ImageTrend deploys CAD integrations with Hexagon using the following method:

- ✓ Files based import: City's CAD vendor will provide City with its CAD files (csv/txt/XML/JSON). City will then be required to set up a server to host those CAD files. ImageTrend's CAD windows service will need to be installed on that same server or a different server within the same network so those files can be brought over into ImageTrend.

The CAD integration is a standard commercial off the shelf offering. Only fields listed in the CAD integration workbook are available for population through the integration. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate, must be executed prior to continuing with the CAD integration development effort.

IMAGETREND RESPONSIBILITIES

- Perform discovery and develop design (include topology/mapping, etc.) for integration. Provide design to Client for review and approval
- Collaboratively, with the City (including Fire, Support Services, and DOT) and City's CAD Vendor, lead efforts to configure the CAD integration.
- Assist you with mapping your CAD data to ImageTrend EMS and Fire dataset.
- Provide technical assistance with the windows service installation and answer any questions.
- Plan and document test plans. Provide to Client for review and approval.
- Schedule CAD integration tests at least ten business days prior to the scheduled testing.
- Perform initial testing on the CAD integration and provide the City with verification of functionality.

CITY RESPONSIBILITIES

- Collaborate with ImageTrend and the CAD vendor to participate in the configuration of the CAD integration.
- Provide the most updated documentation available from the CAD vendor as required by ImageTrend to configure the CAD integration.
- Provide all liaison support with the CAD vendor as required to support the configuration and testing of the integration.
- Coordinate with ImageTrend and the CAD vendor to schedule integration tests.
- Verify the functionality of the integration.

PREREQUISITES

- Set up of the ImageTrend Elite environment.

IMAGETREND DELIVERABLES

- Setup a working CAD integration to facilitate an EMS and Fire data transfer for a limited dataset between City's CAD vendor and ImageTrend.
- Training as appropriate for each interface.

TASK COMPLETION CRITERIA

- The CAD integration passes testing to verify that it is operating appropriately.

SUB-PHASE D – NFIRS INTEGRATION

The NFIRS integration will be configured and tested.

The NFIRS integration is standard, built-in functionality within the Elite software. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate, must be executed prior to continuing with the NFIRS integration development effort.

IMAGETREND RESPONSIBILITIES

- Turn on Fire Module.
- Provide training on permissions needed to complete an export of fire incidents into a NFIRS export.
- Provide training on how to successfully complete an export of fire incidents into a NFIRS export.
- Maintain NFIRS validation rules.
- Maintain fire incident export tool.

CITY RESPONSIBILITIES

- Build Fire Form
- Configure permissions needed.
- Complete the export of fire incidents into a NFIRS export as needed.
- Verify the functionality of the integration.

PREREQUISITES

- Set up of the ImageTrend Elite environment.
- Configured Fire form.
- Permissions configured.

IMAGETREND DELIVERABLES

- Setup and maintain the ability to export fire incidents into a NFIRS export.

TASK COMPLETION CRITERIA

- Fire form setup complete.
- NFIRS export tested.

SUB-PHASE E – NEMSIS INTEGRATION

The NEMSIS integration will be configured and tested.

The NEMSIS integration is standard, built-in functionality within the Elite software. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate, must be executed prior to continuing with the NEMSIS integration development effort.

IMAGETREND RESPONSIBILITIES

- Collaboratively, with City to configure the NEMSIS integration.
- Schedule NEMSIS integration tests at least ten business days prior to the scheduled testing.
- Perform initial testing on the NEMSIS integration and provide City with verification of functionality.

CITY RESPONSIBILITIES

- Collaborate with ImageTrend and the State to participate in the configuration of the NEMSIS integration.
- Coordinate with ImageTrend and the State to schedule integration tests.
- Verify the functionality of the integration.

PREREQUISITES

- Set up of the ImageTrend Elite environment.

IMAGETREND DELIVERABLES

- Setup the NEMSIS integration.
- Training as appropriate for said integration.

TASK COMPLETION CRITERIA

- The NEMSIS integration passes testing to verify that it is operating appropriately.

SUB-PHASE F – CHECKLIST MODULE

The Checklist Module will be configured and tested.

The Checklist Module is standard, built-in functionality within the Elite software. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate.

IMAGETREND RESPONSIBILITIES

- Provide City access to Checklist Module through their Elite site.
- Document any issues discussed during the configuration and training that need to be resolved.

CITY RESPONSIBILITIES

- Setup, administer and manage Checklist Module, including end-user access and training.
- Verify the functionality of the Checklist Module

PREREQUISITES

- Set up of the ImageTrend Elite environment.

IMAGETREND DELIVERABLES

- Ensure the Checklist Module is operating appropriately within the City Elite site.
- Training as appropriate for each interface.

TASK COMPLETION CRITERIA

- The Checklist Module passes testing to verify that it is operating appropriately.

SUB-PHASE G – INVENTORY MODULE

The Inventory Module will be configured and tested.

The Inventory Module is standard, built-in functionality within the Elite software. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate.

IMAGETREND RESPONSIBILITIES

- Provide City access to Inventory Module through their Elite site.
- Document any issues discussed during the configuration and training that need to be resolved.

CITY RESPONSIBILITIES

- Setup, administer and manage Inventory Module, including end-user access and training.
- Verify the functionality of the Inventory Module

PREREQUISITES

- Set up of the ImageTrend Elite environment.

IMAGETREND DELIVERABLES

- Ensure the Inventory Module is operating appropriately within the City Elite site.
- Training as appropriate for each interface.

TASK COMPLETION CRITERIA

- The Inventory Module passes testing to verify that it is operating appropriately.

SUB-PHASE H – TRAINING & ACTIVITIES MODULE

The Training & Activities Module will be configured and tested.

The Training & Activities Module is standard, built-in functionality within the Elite software. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate.

IMAGETREND RESPONSIBILITIES

- Provide City access to Training & Activities Module through their Elite site.
- Document any issues discussed during the configuration and training that need to be resolved.

CITY RESPONSIBILITIES

- Setup, administer and manage Training & Activities Module, including end-user access and training.
- Verify the functionality of the Training & Activities Module

PREREQUISITES

- Set up of the ImageTrend Elite environment.

IMAGETREND DELIVERABLES

- Ensure the Training & Activities Module is operating appropriately within the City Elite site.
- Training as appropriate for each interface.

TASK COMPLETION CRITERIA

- The Training & Activities Module passes testing to verify that it is operating appropriately.

SUB-PHASE I – INVESTIGATIONS MODULE

The Investigations Module will be configured and tested.

The Investigations Module is standard, built-in functionality within the Elite software. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate, must be executed prior to continuing with the Investigations Module development effort.

IMAGETREND RESPONSIBILITIES

- Provide City access to Investigations Module through their Elite site.
- Provide education materials on the Investigation Module.
- Document any issues discussed during the configuration and training that need to be resolved.

CITY RESPONSIBILITIES

- Setup, administer and manage Investigations Module, including end-user access and training.
- Verify the functionality of the Investigations Module.

PREREQUISITES

- Set up of the ImageTrend Elite environment.

IMAGETREND DELIVERABLES

- Ensure the Investigations Module is operating appropriately within the City Elite site.
- Training as appropriate for said module.

TASK COMPLETION CRITERIA

- The Investigations passes testing to verify that it is operating appropriately.

SUB-PHASE J – PERMITS MODULE

The Permits Module will be configured and tested.

The Permits Module is standard, built-in functionality within the Elite software. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate, must be executed prior to continuing with the Permits Module development effort.

IMAGETREND RESPONSIBILITIES

- Provide City access to Permits Module through their Elite site.
- Provide education materials on the Permits Module.
- Document any issues discussed during the configuration and training that need to be resolved.

CITY RESPONSIBILITIES

- Setup, administer and manage Permits Module, including end-user access and training.
- Verify the functionality of the Permits Module.

PREREQUISITES

- Set up of the ImageTrend Elite environment.

IMAGETREND DELIVERABLES

- Ensure the Permits Module is operating appropriately within the City Elite site.
- Training as appropriate for said module.

TASK COMPLETION CRITERIA

- The Permits module passes testing to verify that it is operating appropriately.

SUB-PHASE K – MOBILE FIRE INSPECTIONS MODULE

The Mobile Fire Inspections Module (now known as Elite Field Inspections™ Module) will be configured and tested.

The Mobile Fire Inspections Module is standard, built-in functionality within the Elite software. Any agreed upon changes are documented and if any of the changes impact the timing or cost of the Project, a Change Order or Amendment, depending on which is appropriate, must be executed prior to continuing with the Mobile Fire Inspections Module development effort.

IMAGETREND RESPONSIBILITIES

- Provide City access to Mobile Fire Inspections Module through their Elite site.
- Provide education materials on the Mobile Fire Inspections Module.
- Document any issues discussed during the configuration and training that need to be resolved.

CITY RESPONSIBILITIES

- Setup, administer and manage Mobile Fire Inspections Module, including end-user access and training.
- Verify the functionality of the Mobile Fire Inspections Module.

PREREQUISITES

- Set up of the ImageTrend Elite environment.

IMAGETREND DELIVERABLES

- Ensure the Mobile Fire Inspections Module is operating appropriately within the City Elite site.
- Training as appropriate for said module.

TASK COMPLETION CRITERIA

- The Mobile Fire Inspections module passes testing to verify that it is operating appropriately.

SUB-PHASE L – DIRECT MESSAGING

The Direct Messaging Integration will be configured and tested.

The Direct Messaging Integration is a connection between the City's ImageTrend Elite site and the City's receiving facilities.

IMAGETREND RESPONSIBILITIES

- Provide guidance on how to create Integration Account
- Set up the connection between Kno2 and ImageTrend
- Confirm incidents are exporting successfully
- Continue supporting City with Kno2 Integration

CITY RESPONSIBILITIES

- Set up account with Kno2
- Create Integration Account in Elite
- Provide ImageTrend with a completed Onboarding Document
- Provide Kno2 with an approval for ImageTrend to has access to their Kno2 Interface
- If a Fax Connection, ensure fax numbers have been entered in the Facility List in Elite
- If Direct Messaging, ensure a Direct Message Address has been set up by the hospital

PREREQUISITES

- City has an executed contract for Elite
- City has an executed contract for a Kno2 connection known as Direct Messaging
- Signed Data Exchange Authorization form

IMAGETREND DELIVERABLES

- Complete and successful setup of a Kno2 Integration

TASK COMPLETION CRITERIA

- The Kno2 integration allows for test data to be transferred.

SUB-PHASE M – TELESTAFF DISTRIBUTION

The TeleStaff Distribution is an integration between the City’s Elite site and TeleStaff. The integration will be configured and tested.

Once a CAD incident comes through for EMS or fire incidents, the incident time and unit data is used to look up the appropriate crew from the TeleStaff data to populate on the report.

IMAGETREND RESPONSIBILITIES

- Perform discovery and develop design for integration. Provide design to Client for review and approval.
- Collaboratively, with the City, configure and lead the TeleStaff Integration.
- Perform initial testing on the TeleStaff Integration and provide the City with verification of functionality.

CITY RESPONSIBILITIES

- Collaborate with ImageTrend in the configuration of the TeleStaff Integration.
- Provide sample Telestaff File.
- Verify the functionality of the integration.

PREREQUISITES

- Contract for TeleStaff Integration.
- Set up Elite environment.
- Configured CAD Integration.

IMAGETREND DELIVERABLES

- Setup TeleStaff Integration.

TASK COMPLETION CRITERIA

- The TeleStaff Integration is configured and tested to verify that it is operating appropriately.

SUB-PHASE N – OPEN PLATFORM HEALTHCARE CONNECTION

The Open Platform Healthcare Connection is an integration between the City's Elite site and ESO HDEsystem. The integration will be configured and tested. It allows for the sending of Elite ePCR data (via NEMESIS XML) to a third party system that transmits that onto a hospital system and consumes patient outcome data back, reconciles it, and inserts it back into the patient's ePCR record.

IMAGETREND RESPONSIBILITIES

- Provide guidance on how to create Integration Account
- Set up the connection between third party system and ImageTrend
- Confirm incidents are exporting successfully
- Continue supporting City with Open Platform Connection

CITY RESPONSIBILITIES

- Set up account with third party system
- Create Integration Account in Elite
- Provide ImageTrend with all required integration information
- Make any necessary changes to Elite EMS Form and/or Elite Configuration
- Conduct any necessary end-user training
- Test and confirm functionality once Open Platform Connection is configured

PREREQUISITES

- City has an executed contract for Open Platform Connection
- City has an executed contract with third party system
- City has an existing Rescue Site
- Signed Data Exchange Authorization form

IMAGETREND DELIVERABLES

- Complete and successful setup of Open Platform Connection

TASK COMPLETION CRITERIA

- The Open Platform Healthcare Connection is configured and tested to verify that it is operating appropriately.

SUB-PHASE O – XCHANGE API ACCESS – NFIRS RECORDS

The Xchange API Access – NFIRS Records connection will be configured and tested.

ImageTrend’s NFIRS API Access integration provides Columbus with a uni-directional access to raw JSON data files from our NFIRS module.

IMAGETREND RESPONSIBILITIES

- Configure integration account details
 - Exchange API
 - Scopes
- Configure endpoint
- Provide URL and access details

CITY RESPONSIBILITIES

- Create integration account
- Build interface/reports to make data available to end users
- Perform ‘Get’ functions to pull data

PREREQUISITES

- City has an executed contract for Elite Fire.
- City has an executed contract for NFIRS API Access Integration.

IMAGETREND DELIVERABLES

- Complete and successful setup of NFIRS API Access Integration.

TASK COMPLETION CRITERIA

- The Xchange API integration is configured and tested to verify that it is operating appropriately.

PHASE 3 – INITIAL TESTING

SUB-PHASE A -- INTEGRATION TESTING

The purpose of Integration Testing is to demonstrate and verify that the interfaces specified in the Phase 2 – Elite Initial Implementation meet or exceed the functionality and performance, and that each integration is operational and ready for Functional Acceptance Testing.

The Acceptance Test Plan provides details regarding the strategy, schedule, dependencies, environment, problem tracking and remedies, and completion criteria.

IMAGETREND RESPONSIBILITIES

- Coordinate and schedule the Integration Testing efforts with the City's Project Team.
- With the assistance of the City's Project Team, test each integration to ensure that it meets or exceeds functionality and performance measurements
- Document and track all defects reported by the City.
- Review and correct any discrepancies per the Acceptance Test Plan.

CITYCITY RESPONSIBILITIES

- Coordinate and schedule the Integration Testing efforts with the ImageTrend Project Manager.
- Identify and schedule Integration Testing with the relevant City participants.
- Reproduce and provide the integration design specifications from ImageTrend to the relevant City participants that will be involved in the Integration Testing.
- Ensure that the designated City participants attend and partake in the scheduled Integration Testing.
- Work with ImageTrend to test each integration.
- Retest any integration that did not meet specifications.

PREREQUISITES

- Installation of the Elite Environment
- Configure Integration

IMAGETREND DELIVERABLES

- Tracking document to track all issues reported.
- Corrections to errors or issues identified during Integration Testing.

TASK COMPLETION CRITERIA

- The City has verified that all integrations operate as required.

- The City's Project Team is sufficiently trained to be able to administer, manage, and fully use each integration.

SUB-PHASE B -- CONDUCT INITIAL FUNCTIONAL ACCEPTANCE TESTING

The purpose of Initial Functional Acceptance Testing is to verify that the System functionality implemented in Phase 2 – Elite Initial Implementation, including the integrations meet the functional requirements described in the Contract.

The Acceptance Test Plan provides details regarding the strategy, schedule, dependencies, server environment, problem tracking and remedies, and completion criteria.

IMAGETREND RESPONSIBILITIES

- Review the Initial Functional Acceptance Testing scripts created by the City.
- Provide support to the City as it conducts the Initial Functional Acceptance Testing.
- Research, resolve and report on any system defects reported by the City. Defects will be classified as High/Critical (Site Down), Medium and Low priority levels.
- For all defects classified as Medium and Low priority levels, collaborate with the City to mutually agreed remedy.

CITY RESPONSIBILITIES

- Develop the Initial Functional Acceptance Testing scripts.
- Generate any production data files needed for Initial Functional Acceptance Testing.
- Execute the Initial Functional Acceptance Testing plan and Initial Functional Acceptance Testing scripts.
- Report all defects to ImageTrend.
- Work with ImageTrend to identify the correction needed to ensure that the System conforms to the City's expectations.
- Notify ImageTrend in writing when Initial Functional Acceptance Testing is completed.

PREREQUISITES

- Planning Phase
- Integration Testing
- Data Conversion Test Runs (initial passes prior to final data conversion during cutover to Production Use)
- Setup the Environment

IMAGETREND DELIVERABLES

- Document and track all defects reported by the City.
- Review and correct any discrepancies per the Acceptance Test Plan.

TASK COMPLETION CRITERIA

- The System and integrations have been verified by the City to operate as specified in the Contract

- ImageTrend has remedied all defects classified High/Site Down, and ImageTrend and the City have mutually agreed upon the remedy for all defects classified as Medium and Low priority levels.

PHASE 4 – SECONDARY IMPLEMENTATION

The purpose of the Secondary Implementation is to build and configure the following reporting functions within the System:

- ✓ Report Writer
- ✓ Visual Informatics – Fire & EMS Cubes
- ✓ Data Mart

These tasks and deliverables include both technical tasks and software familiarity tasks. Technical tasks involve activities such as the setup of the software, the development of the interfaces, and the testing of data conversion runs; whereas, software familiarity tasks involve a number of activities that take place in the form of Remote Training Workshops. Remote Training Implementation Workshops provide the City's Project Team with an overall understanding of the reporting functionality available within the Software Application.

SUB-PHASE A – REPORT WRITER

Report Writer is a standard commercial off the shelf report functionality built into Elite. The City Project Team will be trained on how to utilize Report Writer.

IMAGETREND RESPONSIBILITIES

- Coordinate and schedule the Report Writer Training workshop with the City's Project Managers.
- Conduct in-depth demonstrations of Report Writer identifying functionality and features.
- Provide hands-on exercises for the City Project Team members to get familiar with Report Writer.
- Assist the City's Project Team in reviewing the City's existing reporting functionality as compared with Report Writer.
- Document any issues discussed during the training that need to be resolved.

CITY RESPONSIBILITIES

- Coordinate the location and scheduling of the training session with the ImageTrend Project Manager.
- Identify and schedule the training attendees.
- Ensure that designated training participants fully participate in the scheduled workshop.

PREREQUISITES

- Completion of Phases 1, 2 and 3.

IMAGETREND DELIVERABLES

- Delivery of Report Writer Training

TASK COMPLETION CRITERIA

- Report Writer Training completed.
- Report Writer Training participants have received sufficient training to navigate and utilize Report Writer
- All identified issues have been documented in the Action Items Log.

SUB-PHASE B – VISUAL INFORMATICS – FIRE & EMS CUBES

Visual Informatics is standard commercial off the shelf report functionality for Report Writer. The City Project Team will be trained on how to utilize Visual Informatics.

IMAGETREND RESPONSIBILITIES

- Coordinate and schedule the Visual Informatics Training workshop with the City's Project Managers.
- Conduct in-depth demonstrations of Visual Informatics, identifying functionality and features.
- Assist the City's Project Team in reviewing the City's existing reporting functionality as compared with Visual Informatics.
- Document any issues discussed during the training that need to be resolved.

CITY RESPONSIBILITIES

- Coordinate the location and scheduling of the training session with the ImageTrend Project Manager.
- Identify and schedule the training attendees.
- Ensure that designated training participants fully participate in the scheduled workshop.

PREREQUISITES

- Completion of Phase 4, Sub-Phase A – Report Writer

IMAGETREND DELIVERABLES

- Delivery of Visual Informatics Training

TASK COMPLETION CRITERIA

- Visual Informatics Training completed.
- Visual Informatics Training participants have received training to navigate and utilize Visual Informatics
- All identified issues have been documented in the Action Items Log.

SUB-PHASE C – DATA MART

Data Mart is standard commercial off the shelf functionality added onto the City Elite environment which makes available a replicated copy of the Elite reporting database(s) into City’s own managed database environment. Data Mart will be configured and tested.

IMAGETREND RESPONSIBILITIES

- ImageTrend will lead efforts and be responsible for integration success.
- Coordinates kick off call with ImageTrend technical representative, City and City IT.
- Send City VPN Workbook.
- Configure VPN Tunnel.
- Complete an initial full load of data to the Data Mart.
- Configure continuous load ETL job.
- Coordinates call upon complete setup of the Data Mart with City and ImageTrend technical representative to cover Database Schema and any questions.
- Maintain Data Mart integration.
- Document any issues discussed during the configuration that need to be resolved.
- Verify the functionality of the integration.

CITY RESPONSIBILITIES

- Collaborate with ImageTrend and City IT to participate in the configuration of the Data Mart Integration.
- Return the completed VPN workbook document from City IT as required by ImageTrend to configure the Data Mart Integration.
- Provide all liaison support with City IT as required to support the configuration and testing of the integration.
- Configuration of the Server and SQL database being used for the Data Mart.
- Coordinate with ImageTrend and City IT to schedule integration tests.

PREREQUISITES

- Completion of Phases 1, 2 and 3.

IMAGETREND DELIVERABLES

- Setup and configuration of Data Mart.

TASK COMPLETION CRITERIA

- The Data Mart passes testing to verify that it is transferring data to and from the Elite site.
- All identified issues have been documented in the Action Items Log.

PHASE 5 – ACCOUNT ADVISEMENT SERVICES

The purpose of the Account AdviseMENT Services Phase is to assign an ImageTrend Account Advisor to the City which will provide the following:

- ✓ One hour per week phone check-in with the Advisor to demonstrate new modules, review release notes, and discuss support or education opportunities.
- ✓ An advocate for the organization as the primary contact for non-support related items.
- ✓ Coordination of upgrades when/if needed.

SUB-PHASE A – COMMENCEMENT OF SERVICES

IMAGETREND RESPONSIBILITIES

- Act as primary point-of-contact for City throughout their contract.
- Provide organizational and user-specific solutions that better enhance and improve use of any ImageTrend purchased products.
- An advocate for the organization as the primary contact for non-support related items.
- Coordination of upgrades when/if needed

CITY RESPONSIBILITIES

- Participate in scheduled calls with Account Advisor.
- Bring topics of concern, questions for the Account Advisor on how solutions and the system can be further optimized and utilized.

PREREQUISITES

- Execution of contract
- City is inputting live, real data into their ImageTrend solutions.

IMAGETREND DELIVERABLES

- Provide City with legendary, specialized support and assist them in realizing the maximum potential of their ImageTrend solutions.
- Review the applications and modules being used, those not being used and what may benefit the organization
- Assist in budgetary planning for new modules and services
- Discuss a formal summary written by ImageTrend and presented to City

TASK COMPLETION CRITERIA

Account Advisor met with City 52 hours in a one year period (1 hour per week).

PHASE 6 – TRAINING AND GO LIVE PLANNING

SUB-PHASE A -- CONDUCT SYSTEM TRAIN-THE-TRAINER TRAINING

ImageTrend will provide hands-on training to the City's Project Team members.

IMAGETREND RESPONSIBILITIES

- Coordinate and schedule the Train-the-Trainer Training with the City's Project Managers.
- Provide Train-the-Trainer training facility requirements to the City's Project Managers.
- Provide required skills and any pre-requisite training required by Train-the-Trainer participants.
- Conduct the Train-the-Trainers Training Session.

CITY RESPONSIBILITIES

- Assist in adapting the training scenarios to make use of familiar data and to include site-specific policy and/or process flow information.
- Coordinate the location and scheduling of the Train-the-Trainer Training with the ImageTrend Project Manager.
- Provide a Train-the-Trainer training facility that meets ImageTrend's requirements.
- Ensure that the designated participants attend the scheduled Train-the-Trainer Training.

PREREQUISITES

- Training facility prepared.
- Testing completed.

IMAGETREND DELIVERABLES

- Train-the-trainer training facility requirements.
- Train-the-trainer participants pre-requisite training and required skill set.
- Train-the-trainer training

TASK COMPLETION CRITERIA

- Delivery of Train-the-Trainer training, per the Training Plan.
- Participants have been adequately trained on the agreed-upon Train-the-Trainer training topics, are able to complete the training assignments/scenarios.

SUB-PHASE B -- DECLARE SYSTEM READY FOR USE

This task signifies that ImageTrend has delivered all required software, interfaces, data conversion programs and Train-the-Trainer training.

IMAGETREND RESPONSIBILITIES

- Issue written notice to the City that the System is Ready for Use.
- Correct any defects mutually identified by the City and ImageTrend as having to be corrected prior to the System being ready for the end-user training.

CITY RESPONSIBILITIES

- Within ten (10) Business Days after receiving ImageTrend's "Ready for Use" notification, review the System's status and outstanding issues list and mutually identify with ImageTrend any defects that must be corrected prior to its being used for end-user training.
- Issue a written notice to ImageTrend that the System has been verified to be ready for end-user training.

PREREQUISITES

- Completion of Phases 1 through 4

IMAGETREND DELIVERABLES

- Written notice to the City that the System is Ready for Use.

TASK COMPLETION CRITERIA

- Receipt by the City of ImageTrend's written notice that the System is Ready for Use.
- Issuance of a written notice to ImageTrend from the City that the System has been verified to be Ready for Use.

SUB-PHASE C -- GO-LIVE PLANNING

The ImageTrend implementation team will meet with the City's project team to prepare for go-live.

IMAGETREND RESPONSIBILITIES

- Coordinate go-live planning meeting and assist the City with developing go-live plan.
- Reimport users in preparation for go-live.
- Delete all test data prior to go-live.
- Activate any integrations/exports prior to go-live.

CITY RESPONSIBILITIES

- Collaborate with ImageTrend with development of go-live plan.
- Involve and communicate with City stakeholders as needed for planning purposes.

PREREQUISITES

- Final acceptance testing is complete and approved by the City.

IMAGETREND DELIVERABLES

- Go-live planning meeting complete.

TASK COMPLETION CRITERIA

- Completion of go-live plan.

SUB-PHASE D -- CONDUCT FINAL ACCEPTANCE TESTING

After go-live, the System will undergo a thirty (30) day test period for final acceptance pursuant to Section 12 of the City Technology Terms and Conditions Addendum executed herewith. The City will use the System for its intended purposes and monitor system reliability, functionality, and performance. Defects / Issues will be tracked and remedied per the Acceptance Test Plan.

IMAGETREND RESPONSIBILITIES

- Remedy reported defects / issues per the Acceptance Test Plan.
- Support the City as required during the Final Acceptance Test.

CITY RESPONSIBILITIES

- Operate the System in Use.
- Monitor system functionality, performance, and reliability.
- Notify ImageTrend immediately of any encountered defects / issues that impact the Reliability Acceptance Testing.
- Notify ImageTrend in writing of the successful conclusion of the Final Acceptance Testing.

IMAGETREND DELIVERABLES

- Correction to any encountered System issues or High / Critical (Site Down) defects as specified in the Acceptance Test Plan.
- System support as specified in the executed Contract.

TASK COMPLETION CRITERIA

- City has provided written notice of Final System Acceptance to ImageTrend.

SUB-PHASE E -- CONDUCT END-USER TRAINING

ImageTrend-trained City trainers will provide just-in-time training to end-users. ImageTrend will provide at least one (1) training support resources onsite at City facilities for the first three (3) calendar days of the end-user training classes. Given that the training classes may be held at geographically dispersed locations and during various times of the day, the City and ImageTrend will collaborate to optimize the in-class monitoring of ImageTrend's resource. ImageTrend will continue to provide remote support during the City's regular business hours for the remainder of the end-user training period.

IMAGETREND RESPONSIBILITIES

- Provide at least one (1) training support resource (on-site) for the first three (3) calendar days of the training classes.
- While on-site, assist and observe the City-provided trainers and make recommendations on improving the training (if necessary).
- Provide remote support as needed during the end-user training period.

CITY RESPONSIBILITIES

- Provide adequate training facilities including screen projection resources and enough workstation positions for up to twenty (20) students.
- Coordinate with ImageTrend on the use and location of ImageTrend's onsite training resource during the first three (3) calendar days of end-user training.
- Train additional trainers as necessary to staff the end-user training.
- Schedule and organize the end-user training schedule.
- Assign end-users to training classes at each facility.
- Assign trainers to training facilities so that at least one qualified trainer is present at each end-user training class.
- Ensure that the designated trainers and end-users attend their scheduled end-user training classes.

PREREQUISITES

- Training facility
- Train-the-trainer training

IMAGETREND DELIVERABLES

- 1 training resources onsite for 3 calendar days
- Feedback to City training resources

TASK COMPLETION CRITERIA

- Completion of end-user training classes.

SUB-PHASE F -- POST GO LIVE ONSITE TRAINING

ImageTrend-trained City trainers will provide onsite training during post go live to train in auditing the City's site, CQI, and Report Writer. ImageTrend will provide at least one (1) training support resources onsite at City facilities for three (3) calendar days during this onsite training.

IMAGETREND RESPONSIBILITIES

- Provide at least one (1) training support resource (on-site) for the first three (3) calendar days of the training classes.

CITY RESPONSIBILITIES

- Provide adequate training facilities.
- Coordinate with ImageTrend on the use and location of ImageTrend's onsite training resource during the three (3) calendar days of post go live training.

PREREQUISITES

- Go live milestone has been met
- Training facility provided

IMAGETREND DELIVERABLES

- 1 training resources onsite for 3 calendar days
- Feedback to City training resources

TASK COMPLETION CRITERIA

- Completion of post go live training classes.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2024

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 CAC Specialty 3414 Peachtree Road NE, Suite 1000 Atlanta, GA 30326 www.cacspecialty.com	CONTACT NAME: Helen Dillen PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Helen.Dillen@cacspecialty.com													
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COVERAGES

CERTIFICATE NUMBER: 80498752

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	21UUNAY1CP8	6/15/2024	6/15/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	21UENDQ8431	6/15/2024	6/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	21XHUY1E24	6/15/2024	6/15/2025	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input checked="" type="checkbox"/>	21WEAY1F1N	6/15/2024	6/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Cyber and Tech E&O	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	MTP904334803	6/15/2024	6/15/2025	Each Claim/Aggregate 5,000,000
F	Excess Cyber and Tech E&O \$5MX\$5M	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	LHZ858718	6/15/2024	6/15/2025	Each Claim/Aggregate 5,000,000

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

CERTIFICATE HOLDER**CANCELLATION**
Columbus Public Health
240 Parsons Avenue
Columbus OH 43215

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

Helen Dillen

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ACORD 25 (2016/03)

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Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) ImageTrend, LLC	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions. 20855 Kensington Blvd.	Requestor's name and address (optional)
	6	City, state, and ZIP code Lakeville, MN 55044	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
4	1	-	1	9	0	3	8	7	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Tara Graw
Tara Graw (Mar 21, 2024 09:40 CDT)

Date **Mar 21, 2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(f)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "By signing the filled-out form" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its Instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social Security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(A)) ^{**}	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(B)) ^{**}	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

*** Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

****** For more information on optional filing methods for grantor trusts, see the instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.







Form W-9 (Rev. March 2024)

Final Audit Report

2024-03-21

Created:	2024-03-21
By:	Missy Merritt (mmerritt@imagnetrend.com)
Status:	Signed
Transaction ID:	CBJCHBCAABA0gUEivbvJI9GG4II9ZPRC10bncVnjA2

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