RESOLUTION NO.: R-2013-025

Authorizing the City Manager to execute a Software Subscription Agreement between the City of Columbia and PredPol, Inc.

BE IT RESOLVED by the Mayor and City Council of the City of Columbia, South Carolina this ___ day of __________, 2013, that the City Manager is hereby authorized to sign the attached Software Subscription Agreement between the City of Columbia and PredPol, Inc., or in a form approved by the City Attorney if non-material terms are amended, for the uses and purposes therein mentioned.

Requested by:
R.J. Hines, Police Captain

Approved by:

__________________________  __________________________
City Manager  Mayor

Approved as to form:  ATTEST:

__________________________  __________________________
City Attorney  City Clerk

Introduced:  Final Reading:

Last revised: 2/18/2013
This PredPol Subscription Agreement ("Agreement") is entered into by and between PredPol Inc., a California corporation, with offices at 331 Soquel Avenue, Suite 100, Santa Cruz, CA 95062 ("PredPol") and the entity agreeing to these terms ("Customer"). This Agreement is effective as of the date the Agreement is countersigned ("Effective Date"). This Agreement governs Customer’s access to and use of the PredPol’s technology and services (“Services”). If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement.

1. **Product and Pricing**

In consideration of $37,500 USD per year, customer shall receive PredPol Services for three years ("Services Term"). The Services are described in Attachment A and include a subscription license for software and support that provides predictions of property crimes, assault and robbery, and such other crimes as Customer and PredPol agree upon.

1.1 **Payments.**

Pricing for each year of the three years shall be $37,500 USD, payable on the terms set out in Attachment A.

1.2 **Discounts.**

The Pricing of $37,500 per year represents a 50% savings per year and a waived one-time implementation fee of $15,000 in consideration of Additional Obligations in Section 3.2 herein.

Additional discounts for deployment of the tool across other, adjacent jurisdictions like Richland County are available, and will be applied in a pro-rated manner starting on the first day of the adjacent jurisdiction’s agreement with PredPol. The first deployment under this section will result in a 20% discount from the pricing in Section 1.1; each additional deployment up to five total deployments, including Columbia, will be an additional 5% off the discounted price that exists at the time of the time of that additional deployment.

1.3 **Product Updates.**

PredPol shall provide at no additional cost updated versions of the software when available that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original software supplied to the Customer.
2. **Term**

2.1 **Agreement Term.**

The term of this Agreement shall be for a period of three (3) years beginning on the Effective Date. This Agreement may be extended on terms agreed to in writing by PredPol and Customer.

2.2 **Commencement of Services and Purchases During Services Term.**

Services will commence subsequent to receipt of the Year One payment and Customer taking the necessary steps to enable PredPol to setup the Services. Unless the parties agree otherwise in writing, new products or services purchased during any Services Term will have a prorated term ending on the last day of that Services Term.

2.3 **Revising Rates & Continuous Extension.**

Rates may not be changed during the Services Term of this Agreement without consent of both Parties.

3. **Additional Customer Obligations.**

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

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

Customer hereby provides PredPol with an irrevocable, non-exclusive license (“License”) to use its data for purposes of deployment for Customer and for internal research, development and testing of PredPol's Services. The License runs concurrent with the Services Term and any renewals or extensions of the Agreement. Services under the Implementation License may include regional reporting and cross-jurisdiction predictions, among other services, if and when other adjacent or nearby jurisdictions deploy PredPol’s Services.

3.2 **Additional Obligations.**

Customer hereby agrees to make reasonable efforts to meet the following obligations in return for the pricing discount and the waiver of the implementation fee in Section 1 above:

- Generally support the beta testing of new features/tools developed by PredPol.
- Provide access to applicable Customer databases and shared databases (including those to which Customer has the right to access, such as City/County databases belonging to Customer or to which Customer has an access right), pursuant to applicable laws and access agreements.
- Contribute to requested case studies, to be developed by PredPol.
- Respond to inquiries from other agencies regarding Customer's use of PredPol.
Host visitors from other agencies regarding PredPol.

Test new features as developed by PredPol.

Provide user feedback, as requested by PredPol.

In the event any of the forgoing would involve costs to the Customer outside of their normal costs for employees performing their normal job duties, PredPol agrees to reimburse Customer for such costs, if PredPol requests Customer take such action. For example, if a Chief is requested to attend and speak at a conference of Police Chiefs to which they are not already traveling, PredPol agrees to reimburse Customer for travel expenses, if requested.

4. **Services.**

4.1 **License to Use.**

Customer shall be licensed and authorized to access and use the Services as a software as a service (“SaaS”) that provides predictions of property crimes, assault and robbery, and such other crimes as Customer and PredPol agree upon. Details are provided herein and described in Attachment A. The scope of the license is non-transferable and non-exclusive and is authorized by PredPol for use by the Customer. The Customer shall have the right to use the Services for the Services Term of this Agreement and any extensions or renewals. The Services shall be provided in English.

4.2 **Facilities and Data Transfer.**

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

4.3 **Modifications To the Services.**

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

4.4 **Retention.**

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

5.1 **Compliance.**

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

5.2 **Login IDs and Passwords.**

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

5.3 **Customer Administration of the Services.**

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

5.4 **Unauthorized Use.**

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

5.5 **Restrictions on Use.**

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

5.6 **Third Party Requests.**

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

6. **Payment.**

6.1 **Payment.**

Payments shall be made in U.S. Dollars by either wire transfer or check. Checks shall be sent to PredPol, Inc., 331 Soquel Avenue, Suite 100, Santa Cruz, California, 95062, USA. If wire transfer is desired, wiring instructions can be obtained by contacting your PredPol point of contact. All payments due are in U.S. dollars unless otherwise indicated on the Order Page or invoice. Fees for orders where PredPol issues an invoice are due upon Customer's receipt of the invoice and are considered delinquent thirty days after the date of the applicable invoice.

6.2 **Taxes.**

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

7. **Technical Support Services.**

7.1 **By Customer.**

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

7.2 **By PredPol.**

PredPol will make all reasonable efforts in training Customer’s command and management team to anticipate routine technical issues and provide solutions that Customer can reasonably implement. If Customer cannot resolve a support issue consistent with Section 7.1 above, then Customer may escalate the issue to PredPol. PredPol will provide the support necessary to resolve Customer's issue, to the extent reasonably practicable.
8. **Suspension.**

8.1 **Of End User Accounts by PredPol.**

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

8.2 **Emergency Security Issues.**

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

9. **Confidential Information.**

Customer and PredPol will continue to operate under a Non-Disclosure Agreement agreed to in August 2012.

10. **Intellectual Property Rights; Brand Features.**

10.1 **Intellectual Property Rights.**

Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property.

11. **Publicity.**

Customer agrees that PredPol may include Customer’s name in a list of PredPol customers, online or in promotional materials. Customer also agrees that PredPol may verbally reference Customer as a customer of the PredPol products or services that are the subject of this Agreement.

12. **Representations, Warranties and Disclaimers.**

12.1 **Representations and Warranties.**

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

PredPol warrants that it will provide the Services as provided herein, that it will meet the specific standards described in Attachment A, that it shall perform all Services in a professional manner with high quality, and that time shall be of the essence in performance. PredPol and Customer agree that PredPol does not and can not guarantee reduction in crime from the use of the Services by Customer for reasons that include, but are not limited to, the fact that the Services provide only recommendations for where and when Customer might deploy law enforcement resources that are based on probabilities and the fact that PredPol can not ensure the quality of Customer’s data nor compel Customer to act on the recommendations.

12.3 **Warranty Services**

PredPol shall provide Warranty Services at no additional cost to correct deficiencies and to repair and maintain the SaaS Services as provided herein and described in Attachment A. PredPol’s Warranty Services responsibilities shall include:

12.3.1 Promptly repair or replace deficiencies;

12.3.2. Meet all availability and system performance service levels;

12.3.3 Upon request by Customer, re-perform any Service that fails to meet the requirements of this Agreement at no additional cost;

12.3.4 Develop, on a best efforts basis, a temporary solution to or an emergency bypass of a deficiency;

12.3.5 Clarify documentation.

12.4 **Disclaimers.**

Except as expressly provided for herein and to the fullest extent permitted by applicable law, neither party makes any other warranty of any kind, whether express, implied, statutory or otherwise including without limitation warranties of merchantability, fitness for a particular use and noninfringement. PredPol makes no representations about any content or information made accessible by or through the Services. Customer acknowledges that the Services are not a telephony service and that the Services are not capable of placing or receiving any calls including emergency services calls over publicly switched telephone networks.

13. **Termination.**

13.1 **Termination without Cause.**

Customer has a termination right without cause for the first year after the system is installed and operating.
13.2 **Termination for Breach.**

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

13.3 **Effects of Termination.**

If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party; and (iii) PredPol shall refund to Customer on a prorated basis the unearned portion of the annual payment.

14. **Indemnification.**

14.1 **By PredPol.**

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

14.2 **Possible Infringement.**

14.2.1 Repair, Replace, or Modify.

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

14.2.2 Suspension or Termination.

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

15.1 **Limitation on Indirect Liability.**

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

15.2 **Limitation on Amount of Liability.**

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

15.3 **Exceptions to Limitations.**

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

16. **Miscellaneous.**

16.1 **Notices.**

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

PredPol, Inc., 331 Soquel Avenue, Suite 100, Santa Cruz, CA 95062

City Manager, City of Columbia, PO Box 147, Columbia, SC 29217

City Attorney, City of Columbia, PO Box 667, Columbia, SC 29202

Chief of Police, City of Columbia, 1 Justice Square, Columbia, SC 29201

Director of Information Technology, City of Columbia, 1401 Main Street, 10th Floor, Columbia, SC 29201

16.2 **Assignment.**

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

16.3 Change of Control.

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

16.4 Force Majeure.

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

16.5 No Waiver.

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

16.6 Severability.

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

16.7 No Agency.

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

16.8 No Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

16.9 Equitable Relief.

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

16.10 Governing Law.

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

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

16.12 Survival.

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

16.13 Entire Agreement.

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

16.14 Interpretation of Conflicting Terms.

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

16.15 Counterparts.

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

17. Definitions.

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

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

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

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

17.5 "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
17.6 "Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

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

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

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

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

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

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

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

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

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

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

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

17.18 "Service Pages" mean the web pages displaying the Services to End Users.
17.19 "Services" means the applicable PredPol product or service, as described in the attached Product Data Sheet.

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

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

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

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

17.24 "Third Party Request" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.
EXECUTED as a sealed instrument as of the day and year first set forth below by the last counter-signatory.

DATED: _________________, 20__    PredPol, Inc.:

______________________________:

By: Caleb Baskin, its CEO

DATED: _________________, 20__    ________________________________:

By: ______________________________.

ATTACHMENT A
SERVICES

SOFTWARE (SaaS) SUBSCRIPTION AGREEMENT BETWEEN THE CITY OF COLUMBIA, SOUTH CAROLINA and PREDPOL, INC.

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

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

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

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

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

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

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

**Delivery and Payment:** PredPol will provide the services and deliverables pursuant to the terms and conditions of the Agreement between PredPol and the City of Columbia / City of Columbia Police Department. Initial payment for services and deliverables will be made based on the successful execution of the Agreement. Subsequent payments will be made after PredPol meets the specific standards described in this Attachment and performs all Services in a professional manner with high quality and in a timely manner. Both Parties will make reasonable efforts to mutually agree upon the successful delivery of the Services.

Subject to the exercise of its rights and remedies, the City shall pay such invoices that are issued in accordance with the terms of this contract within 30 days of receipt. Invoices for subsequent years under this Agreement may be issued no more than 30 days in advance of the anniversary date of this Agreement.

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**PRELIMINARY PROJECT SCHEDULE**

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<th>Deliverable/Task</th>
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<tr>
<td>Kick-off meeting or conference call</td>
<td>On or before 3/15/13</td>
</tr>
<tr>
<td>System configuration and data conversion/upload complete</td>
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<tr>
<td>Go-Live</td>
<td>4/19/2013</td>
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**PAYMENT SCHEDULE**

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<tr>
<td>Annual subscription:</td>
<td>[execution date of the Agreement]</td>
<td>$37,500</td>
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Don’t Just Map Crime. Predict It.™

The Problem:

Police departments nationwide are being challenged to reduce their budgets while still responding to public demand for crime reduction.

The Solution:

PredPol™ is a field-tested, easy to use crime prediction tool that puts officers on the scene before crimes occur.

“I’m not going to get more money. I’m not going to get more cops. I have to be better at using what I have, and that’s what predictive policing is about.”

-Los Angeles Police Chief Charlie Beck

Key PredPol Features

1. https://... secure
2. deliver report on paper, to smartphone, or to tablet
3. 500 x 500’ place-based prediction boxes
4. crime mapped instantaneously
5. specific to crime type
6. specific to shifts
7. crime mapping & prediction settings
"It’s cheaper to prevent a crime than to solve a crime, and that’s where I think the promise lies."

-Scott Dickson, Crime Analyst, Killeen, Texas Police Department

**Background**

- PredPol’s technology has been developed over six years by internationally recognized PhDs in mathematics, criminology, and anthropology.
- The program puts officers on the scene before crimes occur, targeting place-based prediction "boxes" as small as 500 feet by 500 feet.
- Successful deployments in Los Angeles and Santa Cruz, California, have already increased police effectiveness in measurable ways.

**Key Benefits**

- Ready-to-use, frequently updated intel in officers’ hands 24/7
- Allows for targeted allocation of limited public safety resources
- Easily implemented, accessible and cost effective

**Applications**

- Neighborhood policing
- Military intelligence and policing
- Emergency management and public health

Using PredPol, serious property crimes have fallen by 12% in the Los Angeles Police Department’s Foothill Division.