

MASTER "SOFTWARE AS A SERVICE" MANAGED SERVICES AGREEMENT

This "Software as a Service Agreement" ("Agreement") is entered into this 1st day of September, 2025 by and between Chenosa Systems Corporation DBA ProPhoenix Corporation, a New Jersey corporation, with its principal place of business at 502 Pleasant Valley Ave., Suite 1, Moorestown, NJ 08057 ("Service Provider") and The City of Atlantic City, a municipal corporation with its principal place of business at 1301 Bacharach Blvd., Atlantic City, NJ. 08401 ("Customer").

RECITALS

WHEREAS, Customer required third-party "software as a service" (the "Services," as further described herein) with respect to certain of its public safety information technology needs;

WHEREAS, Customer requested a proposal from Service Provider for such Services;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, Service Provider submitted a proposal to Customer to perform such Services on behalf of Customer;

WHEREAS, based on Service Provider's superior knowledge and experience relating to such Services, Customer has selected Service Provider to provide and support the Services;

WHEREAS, Service Provider has agreed to provide the Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. Software Subscribed to by Customer. The Customer hereby agrees to Subscription Services, and Service Provider hereby agrees to provide a Subscription to use the Phoenix – Single Jurisdictional Police and Fire CAD/WDA, and RMS Police Software, pursuant to the terms and conditions set forth herein. In addition, software provided by certain other third parties ("Third Party Software") is also being provided by Service Provider. Service Provider will install all such software on Customer's hardware.

By this Agreement, Customer is subscribing to a single Server application (Software for one production database, on test database, and unlimited training databases) and Concurrent User (Client) access as set forth in the Exhibit B. Limitations of use are specified in Section 3.3, below. Software will be installed on City owned infrastructure.

2. Use of Phoenix Software. The Phoenix Software is being offered on a Subscription basis, not sold, to Customer by Service Provider for use only under the terms of this Agreement, and Service Provider reserves all rights not expressly granted to Customer. The Software, documentation and any other materials accompanying this Subscription may be provided by Service Provider, at its option, on disk, in read only memory, via an ftp website download, or on any other media or in

any other form. The terms of this Agreement will govern the Phoenix Software, as originally installed, as well as any software upgrades provided by Service Provider that replace and/or supplement the original Software product, unless such upgrade is accompanied by a separate subscription agreement, in which case the terms of that agreement will govern the Phoenix Software as upgraded.

3. Permitted Uses and Restrictions on Phoenix Software. Customer's right to use the Software is subject to its adherence to the terms of this Agreement. Customer is only granted those rights expressly set forth in this Agreement. Service Provider expressly reserves all other rights.

3.1. Limited Right to Copy Phoenix Software. Customer may make one copy of the Software in machine-readable form for backup purposes only. A backup copy must include all copyright or other proprietary notices contained on the original. Customer shall not otherwise copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the Phoenix Software or any part thereof.

3.2. No Modification of Software. Customer shall not modify, or attempt to modify, the Phoenix Software including Database structures in any manner, nor shall it merge associate or combine, or attempt to merge, associate or combine the Phoenix Software with or into any third party software other than the Third Party Software, as identified in Paragraph 4 without the express written consent of Service Provider.

3.3. Limitations on Use. Customer permitted to utilize the Phoenix Software on a single CPU or Multi-core Server (Physical or Virtual). Phoenix Software is provided for one production database and unlimited training databases, unless otherwise specified. This Agreement entitles Customer to utilize the Phoenix Software on a concurrent user level. At any instance, the number of concurrent users cannot exceed the number of users listed in Exhibit A for the respective software item. The breach of this term by Customer shall, without limitation as to other terms hereof, be deemed a material breach of this Agreement and shall entitle Service Provider, among its other remedies, to terminate the Agreement immediately.

3.4. Inspection. In the event that Service Provider believes it is necessary to confirm whether the Customer has breached this Agreement, Customer shall permit Service Provider to inspect a Customer's computer system on which Customer is operating the software upon forty-eight (48) hours written notice to the Customer. Upon request, Customer shall provide data to allow Service Provider to confirm that the copy of its computer system is identical as well as a certification to that effect that by a senior employee of Customer with personal knowledge of the copying process.

3.5. Documentation. Service Provider shall provide documentation which sets forth the use and operation of the Phoenix software. This documentation may, at the option of Service Provider, be provided in paper or electronic form. In no event shall Customer physically duplicate, in whole or in part, the documentation associated with the Software with the sole exception of making copies for archival purposes and for individuals employed by Customer who are directly responsible for the daily ongoing operation of the System.

3.6. Object Code Form. Service Provider considers the Software to contain trade secrets. Such trade secrets are protected under the confidentiality and proprietary information provisions of this Agreement. In order to maintain the trade secret status of the information contained within the Software, unless otherwise agreed to in writing, the Software shall be delivered to the Customer in object code form only.

3.7. Subscription Software and Support. Software and Support shall be provided pursuant to the terms and conditions set forth in the this Agreement. Software and Support shall continue to be provided from year-to-year at the rate and pursuant to the terms and conditions of the then-current Support Agreement and Exhibit A to this Agreement provided that the annual payment has been made.

3.8. Updates, New Releases. Updates are only available to Customers taking Support at the time the update is released. Customers not taking support at the time the update is released shall not be entitled to receive updates and Service Provider shall not be obligated to sell updates to Customers who are not then taking Support. The release of any new version of the Phoenix Software within one year of purchase of any other version of the Phoenix Software by Customer is to be considered an "update" and shall be provided to Customer under the terms applicable to provision of such updates.

4. Permitted Uses and Restrictions on Third Party Software. Customer's right to use the Third Party Software associated with the Phoenix Software is subject to Customer's adherence to the terms of this Agreement. ⁶To the extent permissible by law, ~~each~~ each party to this Agreement expressly agrees to indemnify and hold the other party harmless against all claims, suits and damages arising out of or caused by that party's breach of such agreements. In addition, the costs of Third Party Software may increase outside the control of ProPhoenix; if this occurs, ProPhoenix will invoice Customer for such increase. Without limiting the foregoing, Licensee shall promptly pay to ProPhoenix an amount equal to any such items actually paid or required to be collected or paid by ProPhoenix.

5. Proprietary and Confidential Information

5.1. Acknowledgement. Customers acknowledges and agrees that, without affecting the scope of all services granted herein, the Software, including any and all copies hereof, in whole or in part, are and shall remain the property of Service Provider. The Customer further acknowledges and agrees that the Software contains Proprietary and Confidential Information including, but not limited to, all code, data file structures, the specific design, structure and logic of individual programs of Software, their interactions with other portions of the Software, both internal and external, the programming techniques employed therein and other trade secrets. Unless otherwise agreed, in advance and in writing, in the event that a Customer or any employee or agent of Customer, suggests any improvements and modifications to the Phoenix Software, Customer acknowledges and agrees that, whether such improvements and/or modifications are implemented by Service Provider in whole or part, it assigns all right, title and interest, including all copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to Service Provider without payment or compensation of any kind, and that it will execute any reasonable documentation requested by Service Provider to memorialize such assignment. To the extent permitted by law, the Customer agrees to take all reasonable precautions, including those that may be reasonably requested by Service Provider, to protect its Proprietary and Confidential Information. Service Provider agrees that all records and data entered into the database or imported from previously-used computer systems operated by Customer are and shall remain the sole property of the Customer. Customer shall not provide, and Service Provider shall not, without Customer's written consent, copy or use such records except insofar as is necessary to carry out work on behalf of or for the Customer. In the event that Service Provider accesses, copies or uses such records, with Customer's written consent, or as necessary to carry out work on behalf of or for the Customer, Customer shall to the extent permissible by law, indemnify and hold Service Provider harmless against any and all

claims brought by third parties relating, whether directly or indirectly, to such access, copying or use, unless the acts or omission(s) of Service Provider are found to be negligent.

5.2. Pre-existing Materials. Customer acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Service Provider.

5.3. Data of Customer. Customer's information, or any derivatives thereof, contained in any Service Provider repository (the "Customer Data," which shall also be known and treated by Service Provider as Confidential Information) shall be and remain the sole and exclusive property of Customer. Customer shall be entitled to an export of Customer Data, without charge, upon the request of Customer and upon termination of this Agreement or an Exhibit A. Service Provider is provided access to Customer Data hereunder for the sole and exclusive purpose of providing the Services, including permission to store, record, transmit, maintain, and display Customer Data only to the extent necessary in the provisioning of the Services.

5.4. No License. Except as expressly set forth herein, no license is granted by party to the other with respect the Confidential Information, Pre-existing Materials, or Customer Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information, Pre-existing Materials, or Customer Data, except as may be provided under a license specifically applicable to such Confidential Information, Pre-existing Materials, or Customer Data.

The provisions of this Section shall survive the termination of this Agreement.

5.5. Nondisclosure. Customer recognizes and acknowledges the special value and the importance in protecting Proprietary and Confidential Information. To the extent permitted by law, all Confidential Information, the disclosure of which might give an advantage to any third party, including competitors of Service Provider, that has been or may be furnished or disclosed to Customer, shall be kept confidential and used only for the purposes described in this Agreement. Unless otherwise required by applicable law, Customer, its employees and agents agree, not to provide, disclose or otherwise make available the Proprietary and Confidential Information in any form to any third party. Customer shall provide Service Provider with a copy of all requests or orders for the provision or disclosure of Confidential Information promptly upon receipt, and in all events at least five (5) business days prior to the provision or disclosure of such Confidential Information. Service Provider shall have the right to take such legal measures as it believes proper to prevent the provision or disclosure of Confidential Information. Further, Service Provider acknowledges that the records and data of Customer must remain confidential and agrees that, unless otherwise required by applicable law, neither Service Provider nor its employees or agents shall disclose such records or data or any portion thereof without the express written consent of Customer.

5.6. Limited Right to Use Software. Unless specifically authorized by Service Provider in a separate agreement, the Customer shall not (i) use the Software for any purpose other than for the governmental and public safety functions assigned to Customer by the relevant governmental authorities; (ii) allow anyone other than the Customer's employees and agents to have physical access to the Software; (iii) make any copies of the Software unless granted in writing by Service Provider, apart from one or more object code copies in machine readable form only as may be

reasonably necessary for archival purposes only; (iv) make any modifications, enhancements, adaptations, or translations to or of the Software except for those resulting from Customer interactions with the Software associated with normal use and explained in the associated documentation; (v) make full or partial copies of any documentation or other similar printed or machine -readable matter provided with the Software in order to derive the source code form of the Software; (vi) export or re-export the Software and/or associated documentation in violation of the United States export rules and regulations; or (vii) rent or lease the Software to any other party.

5.7. Reverse Engineering and Derivative Works. The Customer shall not and shall not knowingly allow any third party to: (i) decompile, disassemble, reverse, translate, decompose, or in any other manner decode or otherwise reverse engineer the Software, in order to derive, or attempt to reconstruct, or discover, or for any other reason, any source code form of the Software, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Subscribed to Software by any means whatsoever; (ii) remove any product identification, copyright or other notices; (iii) modify, or, except to the extent expressly authorized herein, incorporate into or with other software or create a derivative work of any part of the Service Provider Software.

5.8. Irreparable Harm. Any use or attempted use of the Software or disclosure of Proprietary and Confidential Information in violation of the restrictions of this paragraph 5 is a material breach of this Agreement which will cause irreparable harm, entitling Service Provider to injunctive relief in addition to all legal remedies. The obligations set forth in this paragraph 5 shall survive the termination of this Agreement for a period of two (2) years; provided, however, that such obligations shall not be deemed to survive only to the extent such information: (i) was a matter of public knowledge or available in published literature at the time Service Provider communicated this to the Customer; (ii) becomes a matter of public knowledge or available in published literature through no fault of the Customer subsequent to the time of communication thereof to the Customer, (iii) was in the Customer's possession free of any obligation of confidence at the time of the Service Provider communication thereof to the Customer, (iv) was rightfully communicated by a third party to the Customer free of any obligation of confidence subsequent to the time of the Service Provider communication thereof to the Customer, (v) was developed by officers, employees or agents of, or consultants to the Customer independently of and without reference to the Software or associated materials or documentation, or (vi) as otherwise required by law.

5.9. Agents and Personnel. To the extent permitted by law, Customer agrees not to disclose, either orally or in writing, the Confidential Information received to any employees or third parties, other than those persons who have a specific need to know in order to implement the purposes set forth in this Agreement. Each employee or agent of a party informed of the Confidential Information shall be specifically informed in writing by the party of its confidential nature and of the necessity to retain it in strict confidence, and the party shall cause each such employee or agent to comply strictly with all provisions of this Agreement.

5.10. Return of Confidential Information. Each party shall promptly return to the other party all of the Confidential Information in its possession upon termination of this Agreement.

6. No Transfer. Subscription use is granted only to the Customer identified herein. The Customer may not sell, rent, lease, lend, or transfer the Phoenix Software to any other user unless specifically authorized by Service Provider.

7. Disputes; Good Faith Negotiation. It is the expressed desire of both parties that a good faith effort be made to resolve all disputes prior to the resort to judicial proceedings. Accordingly, it is

agreed that any dispute arising under this Agreement, including without limitation, any dispute regarding the operation of the Phoenix Software, or payments due hereunder, shall be expressed to the other party in a writing which describes each dispute in detail and includes documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other party at the address set forth in the Notices provision hereof. The party receiving the dispute shall respond in writing within thirty (30) days and shall provide documentation supporting its response. Following such delivery and response, the parties shall engage in direct, good faith negotiations for the following thirty (30) days in an effort to resolve all disputes. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either party may seek judicial relief. The existence of a dispute shall, however, not be cause for either party to avoid any obligation under this Agreement or any associated agreement, including without limitation, any payment or support obligation.

8. Term. Unless this Agreement or Exhibit A is terminated earlier in accordance with the terms set forth in this Section, the term of Exhibit A (the "Initial Term") shall commence on the Effective Date and continue for sixty (60) months from date of software installation. Following the 60-month Initial Term, Exhibit A shall renew upon mutual written agreement or (each, a "Renewal Term") until such time as Customer provides Service Provider with written notice of termination; provided, however, that: (a) such notice be given no fewer than thirty (60) calendar days prior to the last day of the then current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. "Term" shall collectively mean and include the Agreement terms represented by the Initial Term and the Renewal Term.

8.1. Terms of Payment. Payment in accordance with Exhibit A is due upon signing of this Agreement by Customer. Failure to make full payment when due shall constitute a default hereunder, which shall entitle ProPhoenix to exercise the remedies set forth herein, which include the right to terminate the use of licensed Software and to demand the immediate return of the Software and all related materials and documentation. Unless the software is found defective, Licensee shall be responsible for the payment of all installation charges, as set forth in the Proposal, as well as all incidental expenses associated with such installation, including travel and materials.

8.2. Termination for Cause. If either party materially breaches any of its duties or obligations hereunder, including two periods of successive failure of Service Provider to meet a Service Level, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (90) calendar days after written notice of the breach, then the non-breaching party may terminate this Agreement or an Exhibit A for cause as of a date specified in such notice.

8.3. Payments upon Termination. Upon the expiration or termination of this Agreement or Exhibit A for any reason, Customer shall pay to Service Provider all undisputed amounts due and payable hereunder.

8.4. Renegotiation Clause. In the event Customer desires to replace this Agreement with a license acquisition purchase agreement, and both Customer and Service Provider agree to this change, renegotiation of Exhibit A and other relevant pricing sections of the Agreement may occur.

9. Events of Default. The following acts of commission or omission shall constitute an event of default hereunder and shall allow the non-defaulting party to terminate this Agreement, upon conclusion of the dispute resolution period described in Paragraph 7, above:

9.1. any act in contravention of the "Permitted Uses and Restrictions on Phoenix Software" or the "Proprietary and Confidential Information" provisions hereof;

9.2. any unlawful, unauthorized or fraudulent use of the Service Provider Software, or the Third Party Software;

9.3. any failure by Customer to make payment in full when due;

9.4. any failure by Service Provider to provide any products or services to Customer which it is required to provide pursuant to the terms of this or any associated agreement between these parties;

9.5. any attempted assignment or transfer of the Subscription Software by Customer without the prior written consent of Service Provider, or

9.6. any other breach hereof.

Upon the termination of this Agreement, Customer shall cease all use of the Software and Customer shall, with the assistance of the Service Provider, remove all Software from any computer system on which it resides. Service Provider shall have the right to verify removal all subscribed to software.

10. Indemnification by Service Provider. Provided that Service Provider is given written notice of such claim and is given reasonable assistance or authority to defend or settle the claim, Service Provider shall defend, indemnify and hold harmless Customer and its agents, employee, officers and directors from and against all costs, expenses, claims and causes of action with regard to any third party claim that the Phoenix Software infringes a copyright, trade secret, U.S. patent right, or other legal obligation. In the defense or settlement of such claim, Service Provider may:

(i) require Customer to cease its use of the Phoenix Software upon return of the full purchase price that has been paid to Service Provider to the Customer provided however, that the return of the purchase price shall not be required where the claim is based on the use of the Phoenix Software by the Customer, or

(ii) replace or modify the Phoenix Software at its own expense so that Customer is provided with a similarly functioning software product that is non-infringing.

11. Indemnification by Customer. Provided that Customer is given written notice of such claim and is given reasonable assistance or authority to defend or settle the claim, and to the extent permissible by law, Customer shall indemnify, defend and hold Service Provider harmless from and against all claims by any third party for damages or other relief of any kind, whether at law or in equity, and regardless of the forum brought, and arising from or related to the acts or omissions of the Customer in regard to the relationship between Service Provider and Customer, in the granting of this Subscription, or in the use of the software by Customer.

12. Disclaimer of Warranties. **EXCEPT FOR THE WARRANTIES SPECIFICALLY STATED IN THE AGREEMENT, SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PHOENIX SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF**

FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

12.1 Warranties. Upon installation and operation of the software, Service Provider warrants that the Phoenix Software will perform as specified in its user documentation based upon the specifications of the then-current release of the Software, and that it possesses the necessary intellectual property rights to the Phoenix Software to the Customer. This warranty shall immediately become null and void in its entirety in the event that Customer fails to maintain or to use the Phoenix Software in accordance with the applicable terms of use, or to notify Service Provider promptly in the event of any trouble or suspected trouble.

13. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THE ACTS OR OMISSIONS OF THE OTHER PARTY REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Service Provider's total liability to Customer for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount actually paid by Customer to Service Provider for the Software Subscription. The foregoing limitations shall apply even if the above stated remedy fails of its essential purpose..

14. Export Law Assurances. Customer shall not use or otherwise export, or re-export, the Phoenix Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Phoenix Software, Customer represents and warrants that Customer is not located in, under the control of, or a national or resident of any such country or on any such list.

16. No Partnership or Agency Relationship. The relationship between Service Provider and Customer shall not be that of partners or agents of one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them. Neither Party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other Party.

17. No Third Party Beneficiary. The provisions of this Agreement are for the benefit only of the Parties hereto, and it is not the intention nor shall any third party be allowed to enforce or benefit from any of the provisions hereof.

18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each Party's successors and permitted Assignees. This Agreement and the Subscription granted herein shall not be assigned or transferred by Customer without the prior written consent of Service Provider.

19. Force Majeure. No failure or omission by either party to carry out or observe any of the Terms and Conditions of this Agreement shall give rise to any claim against that party or be deemed to

be a breach of this Agreement if such failure or omission arises, without limitation, due to act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of any government authority or third party, industrial disputes, fire, lightning, explosion, inclement weather, or other causes beyond the control of either Party.

20. Governing Law; Jurisdiction. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey, in the County of Atlantic.



21. Amendment. This Agreement, together with all attachments and exhibits, may be amended, modified or amplified only by written agreement signed by authorized representatives of both Parties.

22. Headings. The titles in the headings of paragraphs are intended for organization and convenience only and do not apply in the interpretation of any of the Agreement terms.

23. Rule of Construction. The parties acknowledge that they have both participated fully in the drafting of this Agreement. Accordingly, no rule of construction requiring interpretation against a drafting Party shall apply in the interpretation of this Agreement.

24. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance hereof, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

25. Notices. Except as otherwise provided in this Agreement all notices required or permitted hereunder shall be in writing and shall be deemed provided if acknowledged by recipient or upon delivery if dispatched by (i) registered or certified mail, postage pre-paid, return receipt requested or (ii) by overnight courier or by hand delivery. Notices shall be addressed as follows:

Service Provider
ProPhoenix Corporation

Customer
City of Atlantic City

Paul Hoppe
Executive Vice President
502 Pleasant Valley Ave STE1
Moorestown, NJ 08057
609-953-6850

Chief of Police
2715 Atlantic Ave
Atlantic City, NJ
609-347-5780

26. Binding Effect. This Agreement shall be binding upon the parties, their affiliates, subsidiaries, successors and assigns.

27. No Waiver. Failure to enforce any provision of the Agreement by either party shall not constitute a waiver of that party's right to enforce that section, paragraph or portion of this Agreement.

28. Responsibility for Costs. Except as otherwise provided in this Agreement, each party shall pay all of its own fees and expenses incurred or to be incurred in negotiating this Agreement, in closing and carrying out the transactions contemplated by this Agreement, and in any litigation between the parties related to the enforcement of terms of this Agreement.

29. Representation of Authority. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Parties and enforceable in accordance with its terms and that all approvals required to perfect such authority have been received.

30. Counterparts. This Agreement may be executed in two (2) or more counterparts, including facsimile counterparts, each of which shall be deemed an original.

32. Entire Acquisition and Agreement. This Agreement, along with the attached Exhibit(s), the Software Support Agreement and any other documents acknowledged by the parties, in writing, to be applicable, contains the entire understanding of the parties regarding the Subscription of the Service Provider Software and the Third Party Software, and supersedes all previous verbal and written agreements, representations or warranties of any kind made by or between the parties.

SOFTWARE SUPPORT AGREEMENT

WHEREAS, Service Provider and Customer have entered into a Master "Software as A Service" Managed Services Agreement, which sets forth the terms and conditions under which Customer is Subscribing to Phoenix Public Safety Software;

WHEREAS, Customer desires to obtain the Support Services described herein in connection with its use of the Phoenix Software, and

WHEREAS, Service Provider desires to provide those Support Services;

NOW, THEREFORE, in consideration of the covenants set forth herein, the Parties agree as follows:

DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

"Documentation" shall mean the written or electronic materials provided with Products by Service Provider.

"Product" shall mean the components of the Software as described in the Master Software as a Service Managed Services Agreement, including without limitation all software and Documentation components thereof.

"Designated Representatives" shall mean the Customer's employees who are trained and continue to keep updated with the ongoing product details in the Phoenix Software and capable of providing immediate support to their users.

All other terms used herein shall be as defined in the Software Acquisition and License Agreement.

1. Customer's Responsibilities. Customer will be responsible for the following:

(i) Installing the Software updates to the Software, unless Customer has retained Service Provider to complete the installation where Customer installs any software or performs any installation activities, it must confirm the compatibility of such software prior to installation;

(ii) Keeping its hardware and network in proper working order and running the latest releases of all Third Party Software and other operating software.

(iii) Maintaining trained designated representatives with a working knowledge of Customer's programs and system hardware;

(iv) Promptly notifying Service Provider of suspected defects or malfunctions, hereinafter "Errors" or need for service, and upon request, providing to Service Provider written documentation with respect to any such Errors; and. In order to maintain its right to obtain Support Services, including remote troubleshooting and other diagnostic and repair functions, Customer must provide Service Provider with access (via the secured Internet) to servers running the Phoenix Software whenever necessary to troubleshoot or fix a specific problem that has arisen and for which assistance has been requested pursuant to this support agreement. Customer will communicate with Service Provider with respect to the Support Services only through its Designated Representative.

2. Services Provided. Service Provider will provide Support Services as set forth in this Agreement. All Support Services shall be provided on a remote basis unless specific arrangements are made for on-site support as described in Section 4. (iv). herein below. Customer's right and ability to receive Support Services is based on Service Provider's ability to access the Phoenix Software and the servers on which it runs, via a secure Internet connection. All terms and conditions of the Software Acquisition and License Agreement, including without limitation, all indemnification, warranty and limitation of liability terms thereof, are incorporated herein by reference.

(i) Telephone Support. Telephone assistance for the Phoenix Software will be available Monday through Friday (except company holidays as identified on the Service Provider support website) between the hours of 8:00 a.m. and 5:00 p.m., Eastern Time. Critical Issue Support a (System Down) 24 x 7. Requests for support outside normal support hours may be made by leaving a voicemail on the Service Provider support number, or by sending an email, fax or Web request to Service Provider. Service Provider will use commercially reasonable efforts to respond to requests for Support Services outside of normal hours within eight (8) business hours of its actual receipt and knowledge of such voice, email, fax or Web request. After hours support is provided for an additional cost calculated at Service Provider's then-current hourly rate (presently \$150 per hour), per support issue).

(ii) Error Corrections. Service Provider will use commercially reasonable efforts to correct any defects or malfunctions, hereinafter "Errors", in the Phoenix Software, replace the Phoenix Software with functionally equivalent software, or provide a work-around or patch for the portion of the Phoenix Software containing the Errors, hereinafter "Error Corrections". Error Corrections will be made in the manner provided for in 3(i) above Error Corrections will be deemed part of the Phoenix Software licensed under Software Acquisition and License Agreement, and shall be

provided subject to the terms and conditions contained in such Software Acquisition and License Agreement.

(iii) Updates. From time to time during the term of the Support Services, Service Provider may provide Customer with enhancements to, or fixes of, the existing version of the Phoenix Software and related Documentation hereinafter "Updates", which are released by Service Provider as part of Service Provider's support program. Any such Updates will be provided at no additional charge to Customers who are then-receiving Support Services and are not in default hereunder or under the Software Acquisition and License Agreement. All Updates will be deemed part of the Phoenix Software licensed under the Software Acquisition and License Agreement, and shall be provided subject to the terms and conditions contained in such Software Acquisition and License Agreement. Nothing herein shall be construed as requiring Service Provider to provide enhancements or versions or updates that are generally not available to other clients of Service Provider.

(iv) Online Support Options. Online support options are available on 24 hours-a-day, 7 days-a-week basis through the Internet at <http://support.ProPhoenix.com>. The information available at this website will, at Service Provider's option, include, timesaving technical tips, online support, a download library of Updates, and Documentation associated with the Phoenix Software. Service Provider will also post its latest technical notes on this website.

3. Limitations. Support Services shall not apply to the following:

(i) New Service Provider Software. Any Product, which is designated by Service Provider as a new Product, will not be included in Support Services. Where Service Provider makes a new Product available, Customer may obtain such Product from Service Provider pursuant to its regular purchasing practices. Upon purchasing the new Product, a Customer already obtaining Support Services may extend those Support Services to the new Product by paying the then-current fees for such Support Services. All additional Support Services will be provided pursuant to the terms hereof.

(ii) Obsolete Service Provider Software. A version of a Phoenix Software will be deemed obsolete one hundred twenty (120) days following receipt by Customer of a new update superseding the prior version of the Phoenix Software. Service Provider will not support obsolete versions of the Phoenix Software provided, however, that if installation of the new version requires Customer to pay a new purchase price, Customer may choose not to purchase the new version and shall receive support through the end of the current support agreement period. In no event, however, shall Service Provider be required to support an obsolete version of the Phoenix Software for more than twelve (12) months from the date of release of an Update superseding the prior version of the Phoenix Software.

(iii) Misuse. Service Provider will not provide Support Services with respect to problems with the Phoenix Software or other Product which results from any negligent conduct or misuse by the Customer, its employees or agents, or any other third Party, including without limitation, damage caused by accidents, relocation or other movement, neglect, a failure to maintain proper environmental conditions, or failure to use the Phoenix Software in accordance with the applicable Documentation. In addition to the specific examples identified above "misuse" shall also include any use of the product in contravention of the requirements of the Software Acquisition and License Agreement.

(iv) On Site Support. All Support Services will be provided remotely via an online connection. Support Services, including all diagnostic and remedial assistance at Customer's facilities or other remote locations is not included within the Support Services provided hereunder. Such diagnostic and remedial assistance at Customer's facilities or other remote locations may be obtained by Customer by purchasing separate consulting services from Service Provider at Service Provider's then-existing rates, plus expenses.

(v) Network. The Customer shall take full responsibility for all maintenance and support of any network linked to the CPU containing the Software.

(vi) Reporting. The Customer shall keep an accurate event log for any support requests not submitted via Service Provider's CRM electronic supporting system showing every incident of trouble, every action taken by Customer's personnel with respect to each such incident, as well as every report of trouble by Customer to Service Provider, including time of fix and/or resolution. Upon request by Service Provider, the Customer shall provide a report to Service Provider relating to the foregoing. Service Provider shall keep an accurate event log in the CRM electronic supporting system showing every CRM reported incident of trouble, every action taken by Service Provider personnel with respect to each such incident, as well as every report of trouble by customer to Service Provider's CRM, including time and resolution. The Customer may at any time a current and valid support agreement exists, access and view the CRM for complete information relating to the foregoing.

(vii) No Expansion of Support Services. No action by Service Provider in the performance of Support Services shall be deemed to expand the scope of Support Services as defined herein.

(viii) Exclusions. Support Services shall not include (a) support of servers, accessories, alterations, attachments, other devices or peripheral equipment including cabling not furnished by Service Provider, and (b) electrical work external to the Software in this Support Agreement.

4. Disputes; Good Faith Negotiation. Subject to the excluded events of default set forth in this paragraph, it is the expressed desire of both Parties that a good faith effort be made to resolve all disputes prior to the resort to judicial proceedings. Accordingly, it is agreed that any dispute arising out of the terms of this Agreement shall be made in writing, describing each dispute in detail and include documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other Party at the address set forth in the Notices provision hereof. The Party receiving the dispute shall respond in writing within thirty (30) days and shall provide documentation supporting its response. Following such delivery and response, the Parties shall engage in direct, good faith negotiations for the following thirty (30) days in an effort to resolve all disputes. Time periods described in this paragraph may be shortened upon written agreement of the Parties. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either Party may seek judicial relief as provided herein. The existence of a dispute shall, however, not be cause for either Party to avoid any obligation under the Software Acquisition and License Agreement or any associated Agreement, including without limitation, any payment or support obligation.

5. Events of Default. The following acts of commission or omission shall constitute an event of default hereunder and shall allow the non-defaulting Party to terminate this Support Agreement, where the default is not cured within ten (10) business days of written notice following completion of required Dispute Resolution as described in paragraph 6, above.

5.1. any breach of the Master "Software as a Service" Managed Services Agreement;

5.2. any unlawful, unauthorized or fraudulent use of the Phoenix Software or the Third Party Software;

5.3. any failure by Customer to make payment in full under the Master "Software as a Service" Managed Services Agreement;

5.4 a breach of any other term hereof.

This Agreement shall terminate automatically upon the termination of the Master "Software as a Service" Managed Services Agreement. Customer shall not be entitled to any refund or reimbursement for amounts paid for Support Services in the event of such termination.

6. Indemnification by Customers. Provided that Customer is given prompt written notice of such claim and is given reasonable assistance and sole authority to defend or settle the claim, and to the extent permissible by law, Customer shall indemnify, defend and hold Service Provider harmless from and against all claims by any third Party for damages or other relief of any kind, whether at law or in equity, and regardless of the forum brought, and arising from an act or omission of the Customer regarding the provisions of this Support Agreement.

7. Disclaimer of Warranties. **EXCEPT FOR THE WARRANTIES SPECIFICALLY STATED HEREIN, SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PHOENIX SOFTWARE, AND ALL SUPPORT SERVICES PROVIDED IN ASSOCIATION THEREWITH, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.**

8. Warranties. Upon installation and operation of the software, Service Provider warrants that the Phoenix Software will perform as specified in its user manuals based upon the specifications of the then-current release of the Phoenix Software, and that it possesses the necessary intellectual property rights to license the Phoenix Software to the Licensee. This warranty shall immediately become null and void in its entirety in the event that Licensee fails to maintain or to use the Phoenix Software in accordance with the applicable terms of use, or to notify Service Provider promptly in the event of any trouble or suspected trouble.

9. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO LICENSEE'S USE OR INABILITY TO USE THE PHOENIX SOFTWARE AND THE SUPPORT SERVICES PROVIDED ASSOCIATION THEREWITH, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Service Provider's total liability to Licensee for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount actually paid by Customer for Subscription and Support Services. The foregoing limitations shall apply even if the above stated remedy fails of its essential purpose.

10. No Partnership or Agency Relationship. The relationship between Service Provider and Customer shall not be that of partners or agents of one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them.

Neither Party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other Party.

11. No Third Party Beneficiary. The provisions of this Agreement are for the benefit only of the Parties hereto, and it is not the intention nor shall any third Party be allowed to enforce or benefit from any of the provisions hereof.

12. Successors and Assigns. This Agreement shall be binding upon the parties, their affiliates, subsidiaries, successors and assigns.

13. Force Majeure. No failure or omission by either party to carry out or observe any of the Terms and Conditions of this Support Agreement shall give rise to any claim against the other party or be deemed to be a breach of this Support Agreement if such failure to omission arises, without limitation, due to act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of any government authority or third party, industrial disputes, fire, lightning, explosion, inclement weather, or other causes beyond the control of either party.

14. Governing Law; Jurisdiction. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey, County of Atlantic.

15. Amendment. This Agreement, together with all attachments and exhibits, may be amended, modified or amplified only by written agreement signed by authorized representatives of both Parties.

16. Headings. The titles in the headings of paragraphs are intended for organization and convenience only and do not apply in the interpretation of any of the Agreement terms.

17. Rule of Construction. The Parties acknowledge that they have both participated fully in the drafting of this Support Agreement. Accordingly, no rule of construction requiring interpretation against a drafting Party shall apply in the interpretation of this Support Agreement.

18. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Support Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Support Agreement. If any provision or part thereof of this Support Agreement is stricken in accordance hereof, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

19. Notices. Except as otherwise provided in this Agreement all notices required or permitted hereunder shall be in writing and shall be deemed given upon delivery if dispatched by (i) registered or certified mail, postage pre-paid, return receipt requested (ii) by overnight courier or by hand delivery, or (iii) by first class mail, facsimile, or other means of communication if receipt is acknowledged in writing by the other Party. Notices shall be addressed as follows:

Service Provider
ProPhoenix Corporation

Mr. Paul Hoppe
Executive Vice President
502 Pleasant Valley Ave STE1
Moorestown, NJ 08057
609-953-6850

Customer
City of Atlantic City

Chief of Police
2715 Atlantic Ave
Atlantic City, NJ
609-347-5780

20. Binding Effect. This Agreement shall be binding upon the parties, their affiliates, subsidiaries, successors and assigns.

21. No Waiver. Failure to enforce any provision of the Agreement by either Party shall not constitute a waiver of that Party's right to enforce that section, paragraph or portion of this Agreement.

22. Responsibility for Costs. Except as otherwise provided in this Agreement, each Party shall pay all of its own fees and expenses incurred or to be incurred in negotiating this Agreement, in closing and carrying out the transactions contemplated by this Agreement, and in any litigation between the parties related to the enforcement of terms of this Agreement.

23. Representation of Authority. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Support Agreement is a valid and legal agreement binding on such Parties and enforceable in accordance with its terms and that all approvals required to perfect such authority have been received.

24. Counterparts. This Agreement may be executed in two (2) or more counterparts, including facsimile counterparts, each of which shall be deemed an original.

25. Entire Support Agreement. This Agreement, along with the Software Acquisition and License Agreement and its attached proposal, as well as any other documents acknowledged by the Parties, in writing, to be applicable, contains the entire understanding of the parties with respect to the provision of support services and supersedes all previous verbal and written agreements, representations or warranties of any kind made by or between the parties. If any conflict between these documents becomes apparent, the Software Acquisition and License Agreement shall be deemed to be the controlling document.

IN WITNESS WHEREOF, the parties intending to be legally bound hereby have entered into this Agreement as of the date first written below.

CHENOSA SYSTEMS CORPORATION DBA PROPHOENIX CORPORATION

By: Paul Hoppe

Name: Paul Hoppe

Title: Executive Vice President

Date: 09/01/2025

City of Atlantic City

Attest:

By: Mary Swanson

By: Paula Geletka

Name: Mary Swanson

Name: Paula Geletka

Title: Mayor


Title: City Clerk

Date: 4-27-26

Date: 4/27/2026

THIS AGREEMENT IS APPROVED AS TO FORM AND EXECUTION.

Peter T. Sallata 4/24/26

Peter T. Sallata, Esq. 
Assistant City Solicitor

Resolution of the City of Atlantic City

No. 221-A

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Assistant City Solicitor /s/Peter Sallata

Atlantic City Police Department/ Chief James Sarkos

Prepared by City Solicitor's Office

Council Members MARSHALL, RANDOLPH, SHABAZZ, & KURTZ present the following Resolution:

**RESOLUTION TO AWARD AN AGREEMENT TO CHENOSA SYSTEMS CORPORATION
D/B/A PROPHOENIX CORPORATION TO USE THE PHOENIX – SINGLE
JURISDICTIONAL POLICE AND FIRE CAD/WDA AND RMS POLICE SOFTWARE
FOR FIVE (5) YEARS IN THE AMOUNT OF \$1,635,350.38**

WHEREAS, the City of Atlantic City has a need to utilize third-party software as a service (“SaaS”) with respect to certain of its public safety information technology needs; and

WHEREAS, the City wishes to proceed with this proprietary software agreement as a non-fair and open contract pursuant to the provisions of N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the anticipated term of this contract is five (5) years from September 1, 2025, through August 31, 2030; and

WHEREAS, **CHENOSA SYSTEMS CORPORATION d/b/a PROPHOENIX CORPORATION** has completed and submitted a Business Entity Disclosure Certification which certifies that **PROPHOENIX CORPORATION** has not made any reportable contributions to a political or candidate committee in the City of Atlantic City and/or City Council in the previous one year, and that the contract will prohibit **PROPHOENIX CORPORATION** from making any reportable contributions through the term of the contract; and

WHEREAS, the Business Disclosure Entity Certification and the Determination of Value shall be placed on file with this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Atlantic City that the Mayor or his designee is hereby authorized to execute and the City Clerk to attest to an agreement, to be approved as to form by the City Solicitor, between the City of Atlantic City and **CHENOSA SYSTEMS CORPORATION d/b/a PROPHOENIX CORPORATION FOR PROPRIETARY SOFTWARE SERVICES TO USE THE PHOENIX-SINGLE JURISDICTIONAL POLICE AND FIRE CAD/WDA AND RMS POLICE SOFTWARE FOR FIVE (5) YEARS IN THE SUM OF ONE MILLION SIX HUNDRED THIRTY-FIVE THOUSAND THREE HUNDRED FIFTY DOLLARS AND THIRTY-EIGHT CENTS (\$1,635,350.38) broken down as follows: Year 1 (9/1/25-8/31/26): \$308,025.72 / Year 2 (9/1/26-8/31/27): \$317,266.49 / Year 3 (9/1/27-8/31/28): \$326,784.49 / Year 4 (9/1/28-8/31/29): \$336,588.02 / Year 5 (9/1/29-8/31/30): \$346,685.66.**

BE IT FURTHER RESOLVED that a certification of funds from the Chief Financial Officer from grant account 6-01-25-240-300-291 and specifying the line-item appropriation from the 2026 Budget, to satisfy the aforesaid Agreement. It is understood that this Agreement is contingent upon the passing of the 2026 temporary and permanent budgets. In the event said funds are not appropriated for this Agreement, said Agreement shall become null and void. This Agreement is contingent upon State approval.

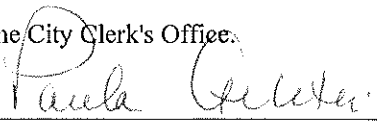
BE IT FURTHER RESOLVED that Public Notice of this Resolution shall be published in THE PRESS at least once pursuant to the requirements of N.J.S.A. 40A:11-1, et seq., as amended.

April 24, 2026 3:09 PM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
AHMED	X						KURTZ	X					
BAILEY	X						LACCA	X					
CROUCH	X					X	MARSHALL	X					
DUNSTON	X						SHABAZZ	X				X	
RANDOLPH, PRESIDENT								X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: APRIL 22, 2026



/s/ Paula Geletei, City Clerk