

1 **BILL NO. S-25-11-02**

2
3 SPECIAL ORDINANCE NO. S-_____

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5 **AN ORDINANCE** approving PURCHASE & ANNUAL
6 SERVICE OF AUTURA UNIFIED DISPATCH
7 SOFTWARE - ORDER NUMBER 202302240185 -
8 (\$140,000.00) between AUTURA – CFKAA
9 HOLDINGS, LLC and the City of Fort Wayne, Indiana,
as a Special Procurement under I.C. 5-22-10 by and
through its Department of Neighborhood Code
Compliance.

10 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**
11 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

12 **SECTION 1.** That the PURCHASE & ANNUAL SERVICE OF
13 AUTURA UNIFIED DISPATCH SOFTWARE - ORDER NUMBER 202302240185 –
14 between AUTURA – CFKAA HOLDINGS, LLC and the City of Fort Wayne, Indiana,
15 as a Special Procurement under I.C. 5-22-10 by and through its Department of
16 Neighborhood Code Compliance, is hereby ratified, and affirmed and approved in
17 all respects, respectfully for:

18
19 All labor, insurance, material, equipment, tools, power,
20 transportation, miscellaneous equipment, etc., necessary for the
procurement of the Autura Unified Dispatch software;

21 involving a total cost of ONE HUNDRED FORTY THOUSAND AND 00/100
22 DOLLARS - (\$140,000.00) all as more particularly set forth in said PURCHASE &
23 ANNUAL SERVICE OF AUTURA UNIFIED DISPATCH SOFTWARE
24 PROCUREMENT - ORDER NUMBER 202302240185 - which is on file in the
25 Office of the Department of Purchasing, and is by reference incorporated herein,
26 made a part hereof, and is hereby in all things ratified, confirmed and approved.
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SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Malak Heiny, City Attorney

Request for use of Abandoned Vehicle Fund

The Department of Neighborhood Code Compliance respectfully request the use of the Abandoned Vehicle Fund for the purchase of and yearly re-occurring services software by Autura. This software specifically relates to towing, notification processing, auctions and vehicles to be sent for scrap included in City Ordinance Chapter 90.

Benefits:

1. Increased efficiency when Departments under the tow contract call for a tow service.
 - a. Departments include but may not be limited to FWPD, Neighborhood Code (NCC), Parking Control (PC), City Property Management (PM) and any other City agency included in the tow contract.
 - b. "Call for hook" can be directly achieved through an app on city cell phones instead of making multiple calls through dispatch then to the tow company.
 - c. All pertinent information of the tow will be entered electronically eliminating the use of paper forms creating a cost savings to the department's office supply budgets.
 - d. All documents including photos, tow slips, notifications and information will be kept in one file for future use.
2. Increased safety for inspectors and officers.
 - a. VIN scanning through the app will decrease time in identifying the vehicle resulting in less time for the inspector or officer on a property. Currently, NCC officers have to manually write down the VIN while standing on private property. While performing this step, the officer has to take focus off scene awareness creating a safety issue.
 - b. With the scanning feature, an officer can quickly scan the VIN and leave the property quickly to prepare tickets and tow tags in the safety of his/her vehicle off of the property.
3. Increased accuracies.
 - a. As stated above, all forms, photos, tow slips and notifications are automatically generated reducing or eliminating costly errors.
 - b. If contested legally, all information is quickly attained through the system saving time and money in case preparation.

Summary:

Though the purchase of the Autura software does not directly generate revenue, the time and cost saving benefits will pay for itself not to mention the added safety of our City personnel and citizens of Fort Wayne. PD Officers will be able to clear a scene more efficiently clearing roadways for safe travel and will be back in service more quickly. NCC Officers can perform the

process of a tow more efficiently and safely to free up time to attend to other revenue generating cases. In short, all City vehicle tows can be documented accurately and monitored in real-time with this software, reducing errors and increasing customer service for citizens.

Goal:

Asking to present to Council as soon as possible for the initial purchase price of \$140,000.00 to include the purchase of the software, mobile apps, installation, integration and training.

Budget \$130,000.00 in 2026 for advanced integration and yearly services. This will eliminate the need to use City IT budget to integrate the software with Accela and PD systems.

Budget \$112,500.00 each year after for software services that include VIN searches and BMV searches.

The funding source is not a tax dollar source with an average annual revenue that covers all expenses.

The software would be justified from the Abandoned Vehicle Fund per City Ordinance 90.02 and supported by the Indiana Abandoned Vehicle Act adopted in the chapter as shown below:

§ 90.02 ABANDONING VEHICLE ON PUBLIC OR PRIVATE PREMISES.

(A) It shall be unlawful for any person to keep, permit or maintain any vehicle which may be one of the following: partially dismantled; non-operating; wrecked or junked; without a license plate or an invalid plate; or on any public or private premises within the City for such time and under circumstance which would reasonably make such vehicle appear to have been abandoned.

(B) The license plate must be displayed in accordance with Indiana state law:

- (1) Legally assigned to said vehicle;
- (2) A current registration sticker properly affixed; and
- (3) Not false or fictitious.

(C) In the event of repeated complaints, after the vehicle in question has been proven operable and not abandoned, the Officer is not required to respond to every complaint which is made.

§ 90.03 REMOVAL BY DIVISION OF COMMUNITY AND ECONOMIC DEVELOPMENT.

The Division of Community and Economic Development shall and is hereby designated as the public agency which shall be responsible for the removal, storage and disposal of abandoned vehicles as designated in the Abandoned Vehicle Act. In order to facilitate the removal of such abandoned vehicles or parts, the Division of Community and Economic Development may employ such personnel and acquire such equipment, property and facilities as are necessary for removal, storage and disposition of such abandoned vehicles, not in conflict with the Abandoned Vehicle Act or the

Division of Community and Economic Development may contract with private towing firms or individuals in such business on an annual basis to provide the equipment, storage area and facilities for the removal and disposal.

- (A) Pursuant to I.C. 9-22-1-13(b), the Division of Community and Economic Development may dispose of a vehicle or parts if the established market value of said vehicle or parts is not more than five hundred dollars (\$500).

Software purchase and use by FWPD records:

Found in the Indiana Abandoned Vehicle Act 9-13-2-1 as adopted in City of Fort Wayne ordinance chapter 90 by definition.

Indiana Code Title 9. Motor Vehicles § 9-13-2-1

Current as of January 02, 2024 | Updated by [FindLaw Staff](#)

Sec. 1. “Abandoned vehicle” means the following:

- (1) A vehicle located on public property illegally.
- (2) A vehicle left on public property without being moved for twenty-four (24) hours.
- (3) A vehicle located on public property in such a manner as to constitute a hazard or obstruction to the movement of pedestrian or vehicular traffic on a public right-of-way.
- (4) A vehicle that has remained on private property without the consent of the owner or person in control of that property for more than forty-eight (48) hours.
- (5) A vehicle from which the engine, transmission, or differential has been removed or that is otherwise partially dismantled or inoperable and left on public property.

FWPD records is tasked with recording and sending notifications for all City Agency tows including NCC. This software would create efficiencies and reduce errors saving City resources that can be redirected to other tasks within the department.

PLAN:

1. Attain necessary approvals from CD Division Head, Mayor Tucker, City Legal and the Controller.
2. If necessary, present proposal to City Council members as directed.
3. Purchase the software prior to the end of 2025.
4. Proceed through the following years as approved I the budget.
5. Work with FWPd records and the software provider with training for success.

Thank you for your time and consideration. Please feel free to contact me with questions or concerns.

Christopher K. Blauvelt

Deputy Director

Neighborhood Code Compliance

CITY OF FORT WAYNE

(260) 427-1099



SERVICE AGREEMENT

ORDER FORM (Order Number: ORD-202302240185)

Customer		
Licensee	Fort Wayne, IN	
Contact	Jon Bowers	
Address	1 East Main Street Fort Wayne, IN 46802 United States	
Email	jonathan.bowers@cityoffortwayne.org	
Services and Contract Terms		
Platform	Access to the modules identified in the fee schedule below provided through Autura's products and services as described at https://www.autura.com/	
Region(s)	Central	
Term (Months)	12.00	
Payment Terms	All professional services that are one-time fees (OTF) will be billed on the Effective Date listed below. All recurring charges (RC) will be invoiced on the Effective Date listed below and each subsequent period (e.g., monthly, quarterly, annually) as provided below. The invoices will be provided during the Term and shall be due and payable based on each invoice date. All invoices are due Net 30 days after the invoice date.	
Products		
Product ID	Item Description	Annual Price
AR-04	This service provides the AR-02 services plus access to the 24 x 7 x 365 support for both customer service and agency/towing partners, offloading public inquiry call volume from agency call centers to allow vehicle owners and other interested parties to speak with a live agent, any time of day, to get information about towed vehicles. Contractor's partner support team will manage all aspects of a tow once it is entered into the system. However, this service does not provide the Enhanced Reporting and Financial Workflow to support funds handling related to	USD \$0.00

	the payment and collection of fees to and from contracted tow companies. This service requires the purchase of AR-08.	
AR-02	This service provides access to the ARIES/Impound module to enable towed vehicle tracking through the sale or release of a vehicle. The system functionality includes the inventory management, receipt generation, and payment processing capabilities required for administering impound activities through the following functions: Capture of vehicle information; Fee entry based on established municipality authorized fees; Lien notification tracking; Hold management; Document and photographic attachments; Agency notifications of impounded vehicles; Auction preparation. This service requires the purchase of AR-08.	USD \$0.00
AR-07	This service provides the AR-04 and AR-02 services plus access to the Private Property Impound (PPI) Portal that supports the reporting of private property impounds and repossessions to enable the tracking and managing of vehicles towed from private property. This service requires the purchase of AR-08.	USD 112,500.00
AR-08	One-Time Fee: Implementation and training of agency and tow company staff utilizing online videos and a "train-the-trainer" concept.	USD 17,500.00
Annual Cost Of Ownership		USD 130,000.00

Additional Terms

Licensee confirms that a Purchase Order (PO) is not required to support this Order Form and the signatory below represents that they are authorized to approve this financial commitment to Autura in the absence of a PO.

At the end of each one-year anniversary date of the Effective Date, the RC listed above shall be increased by the lesser of:

- Consumer Price Index (*CPI);
- 5%

*CPI shall mean the most recently available Consumer Price Index-All Urban Consumers -All Items, Not Seasonally Adjusted (CPI-U), published by the US Department of Labor, Bureau of Labor Statistics.

Payment Terms: Upfront (Net 30)



Autura
<http://www.autura.com>

This agreement is made and entered into as of 7/30/2025 ("Effective Date"), between CFKAA Holdings, LLC, with an address at 440 N. Barranca Avenue #6769, Covina, California 91723 ("Autura") and the customer identified above ("Licensee") (each of Autura and Licensee, a "Party" and collectively, the "Parties"). This agreement includes and incorporates the Order Form above, the Terms and Conditions attached hereto, and all additional Order Forms mutually signed by the Parties that references the Order Form above (collectively, the "Agreement").

CFKAA Holdings, LLC

Licensee: Fort Wayne, IN

By:

By:

Name:

Name:

Title:

Title:

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS BEFORE USING THE SERVICES OFFERED BY CFKAA HOLDINGS, LLC ("AUTURA"). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH AUTURA THAT REFERENCE THESE TERMS AND CONDITIONS (EACH, AN "ORDER FORM"), YOU ("LICENSEE") AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

1. Proprietary Rights.

1. **Platform.** Upon mutual execution, each Order Form shall be incorporated into these Terms and Conditions and form a part of the Agreement. For each Order Form, subject to Licensee's compliance with this Agreement (including any applicable limitations and restrictions set forth on the applicable Order Form), Autura hereby grants to Licensee during the Term (defined below) a non-exclusive, non-transferable and non-sublicensable license to allow its employees who have been issued valid access credentials from Autura ("Authorized Users") to access and use the Platform solely for use within the region set forth in the applicable Order Form. Autura will provide Licensee with the support services set forth in Attachment A.
2. **Restrictions.** Licensee will not, and will not permit any third party to: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse-engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform (except to the extent such prohibition is contrary to applicable law); (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party except as permitted under Section 1(a); (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) use the Platform in a manner that violates this Agreement, any third party rights or any applicable laws, rules or regulations.
3. **Autura Ownership.** Except for the rights granted to Licensee in Section 1(a) above, as between the Parties, Autura owns and retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all updates thereto and all data submitted through the Platform by third parties). Without limiting the foregoing, Autura shall own all aggregated and de-identified information that Autura's systems or applications automatically collect with respect to the Platform and/or its use and/or performance (including, without limitation, de-identified Data that does not, and cannot reasonably be used to, identify Licensee or any individual) ("Diagnostic Data"), which, notwithstanding anything to the contrary, Autura may freely exploit. All rights that Autura does not expressly grant to Licensee in this Section 1 are reserved and Autura does not grant any implied licenses under this Section 1. For clarity, notwithstanding anything else, any information or data collected by a third party (excluding Licensee) are subject to the terms between Autura and such third party.
4. **Licensee Ownership.** As between the Parties, Licensee owns all data, information and other materials submitted to the Platform or Autura by Licensee or its Authorized Users (which, for clarity, excludes Diagnostic Data) (collectively, "Data"). Licensee hereby grants to Autura a non-exclusive and non-transferable (except under Section 10) license to use and host the Data, solely for the purpose of performing its obligations and exercising its rights pursuant to this Agreement (including, without limitation, to notify lienholders and interested parties with respect to repossessed cars processed through the Services). Upon termination or expiration of this Agreement for any reason, Autura will permit Licensee to download all Data from the Platform in .csv format. Autura shall have no obligation to maintain or permit access to Licensee Data following said period and shall not be liable hereunder for any return, loss, or destruction of Licensee Data thereafter.
5. **Updates.** From time to time, Autura may (but is under no obligation to) provide updates, upgrades, fixes, improvements, or additional features to the Platform which do not constitute a separate product or service (each an "Update"), which may be provided either free of charge at Autura's discretion, or as an additional paid module or feature (subject to an Order Form or separate contract between the Parties). Any duly authorized and implemented Update shall be deemed part of the "Platform" licensed hereunder upon release to Licensee.
6. **Feedback.** During the Term, Licensee may provide general feedback, comments, suggestions, and other communications regarding potential improvements to the Services (collectively, "Feedback"). Licensee grants to Autura

the non-exclusive, perpetual, irrevocable, fully sublicensable, fully transferable, royalty-free right to use, copy, reproduce, publish, perform, display, distribute, create derivative works of, have and have made, sell, and otherwise commercially exploit Feedback in any format or medium for any purpose in its discretion. The foregoing license shall survive the termination or expiration of this Agreement for any reason.

7. **Publicity.** Licensee agrees that Autura may use and display Licensee's name and/or current trademark brand or logo in its customer lists, advertisements, and other published marketing materials factually describing Licensee as Autura's customer and/or a recipient of Services during the Term. Licensee agrees that Autura may create a written case study based on Licensee's use of the Services (and you agree to reasonably work together with Autura on this case study). Notwithstanding anything else, you acknowledge and agree that Autura may use data collected through the Services in an aggregated and anonymized manner for purposes of the case study and related marketing efforts.
8. **Customizations.** The Services may include certain customized configurations, developments, or integrations of the Platform (each a "Customization") according to the specifications set forth in an Order Form, including without limitation the incorporation of Licensee's pre-existing proprietary trademarks, service marks, trade names, logos, branding, content, or other materials (collectively, "Licensee Materials"). Licensee hereby grants to Autura the nonexclusive, royalty-free right to use, display, copy, modify, publish, and perform Licensee Materials solely for the purpose of developing and implementing the Customizations in accordance with the applicable Order Form. Such license shall be sublicensable to Autura's affiliates and third-party contractors in connection with the foregoing permitted purpose. As between the Parties, Autura shall be the sole owner of all right, title, and interest in and to Customizations (excluding Licensee Materials incorporated therein), which shall be considered Inventions (defined below) and subject to the provisions of Section 3(b). Customizations are licensed and not sold to Licensee.

2. Use of the Services.

1. **Adding Third Party Municipalities to this Agreement.** Autura and Licensee may mutually agree to add thirdparty municipalities to this Agreement (each, a "Third Party Municipality"). To do so, the applicable Third Party Municipality and Autura shall both sign an Order Form referencing this Agreement and agree that purposes of such Order Form, such Third Party Municipality shall be the "Licensee" as that term is used in this Agreement. Additionally, this Agreement, insofar as it relates to any such Order Form with a Third Party Municipality, shall be deemed to be a two-party agreement between Autura on the one hand and the Third Party Municipality on the other hand, as governed by the terms of this Agreement.
2. **Autura's Obligations.** Autura will use commercially reasonable efforts to make the Service available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). Autura will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data.
3. **Licensee's Obligations.** Licensee acknowledges and agrees that it is responsible for the use or misuse of the Service by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Licensee of this Agreement. Licensee will cooperate with Autura in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as Autura may reasonably request (including, without limitation, communicating information around fee changes, documentation requirement changes, tow rotation/dispatch methodology changes, and VIN data collection processes).

3. Professional Services.

1. **General.** Subject to Licensee's compliance with the terms and conditions of the applicable Order Form, Autura will perform the Professional Services in accordance with any specifications set forth in such Order Form. Licensee will reasonably cooperate with Autura to facilitate provision of Professional Services. This cooperation will include, without limitation, (i) performing any tasks reasonably necessary for Autura to provide the Professional Services and to avoid unnecessary delays; (ii) fulfilling any Licensee obligations described in the applicable Order Form in a timely manner; and (iii) responding to Autura's reasonable requests related to Professional Services in a timely manner. Notwithstanding anything in the applicable Order Form to the contrary, Autura will not be liable for any delays in performing the Professional Services that arise, in whole or in part, from Licensee's acts or omissions, including, without limitation, its failure to comply with this Section 3(a).

2. **Intellectual Property Rights.** Autura solely owns all right, title and interest in and to any software, notes, records, drawings, designs or other copyrightable materials, inventions (whether or not patentable), improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Autura, solely or in collaboration with others, arising out of, or in connection with, Autura performing the Professional Services, including any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing ("Inventions"). Autura hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, royalty-free and worldwide right during the Term to use the portion of the Inventions that is incorporated into any deliverables that Autura provides to Licensee under the applicable Order Form solely to use any such deliverables. Autura reserves all rights not expressly granted in the prior sentence and does not grant any implied licensed under this Section 3.

4 Fees.

1. **Fees.** As consideration for the Services rendered hereunder, Licensee will pay Autura the fees, expenses, and other charges set forth in the applicable Order Form (collectively, "Fees") (collectively, "Fees"). Unless otherwise specified in an Order Form, all Fees will be due and payable within thirty (30) days from the date of the applicable invoice issued by Autura. Except as expressly set forth herein, all Fees are non-cancellable and non-refundable. Late Fee payments will accrue interest at the rate of one and one half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lower, accruing from the date such payment was due until the date paid.
2. **Taxes.** The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any applicable taxing authorities (collectively, "Taxes"). Licensee is responsible for paying all Taxes associated with its receipt of the Services (except for any Taxes based on Autura's net income). If Licensee is legally entitled to an exemption from the payment of any Taxes, immediately following the date of the applicable Order Form, Licensee shall provide Autura with valid, current tax exemption certificates and any other supporting documentation required to establish Licensee's tax-exempt status for each jurisdiction in which it claims an exemption.

5. Confidential Information.

1. **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), that is marked in writing as "confidential" or by a similar designation. For clarity, Confidential Information of Autura also includes the Autura technology underlying the Platform and any related non-public specifications, documentation or technical information that Autura makes available to Licensee. Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party without restriction prior to its disclosure by the Disclosing Party and without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without restriction and without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party.
2. **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use Confidential Information of the Disclosing Party to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party will not disclose any Confidential Information of the Disclosing Party to any third party other than those of its and its affiliates' employees, contractors or agents who need such access to perform obligations under this Agreement and who agree to abide by substantially similar terms as those set forth in this Section 5.
3. **Terms of this Agreement.** This Agreement (including its terms and conditions, Order Forms and fees and pricing schedules) shall be deemed Autura's Confidential Information but shall be subject to the compelled disclosure provisions set forth in Section 5(d).
4. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is required by law to do so (as evidenced by legal opinion of outside counsel), provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at

the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If Receiving Party is compelled to disclose any Confidential Information of Disclosing Party as permitted by this Section 5(d), Receiving Party agrees to disclose only the information strictly necessary to comply with the applicable law (as evidenced by legal opinion of outside counsel).

6. Term and Termination.

1. **Term.** This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Service Terms (the "Term"). For each Order Form, unless otherwise specified therein, the "Order Form Service Term" shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial service term specified on such Order Form (the "Order Form Initial Service Term"), and (y) following the Order Form Initial Service Term, shall automatically renew for additional successive periods of equal duration to the Order Form Initial Service Term (each, a "Order Form Renewal Service Term") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Order Form Initial Service Term or then-current Order Form Renewal Service Term, as applicable.
2. **Termination.** Either Party may terminate this Agreement upon thirty (30) days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy such material breach within the thirty (30) day notice period.
3. **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, the rights and licenses granted by Autura hereunder will automatically terminate and Licensee shall immediately cease all use of and access to the Services. All outstanding Fees owed pursuant to Section 4 will become immediately due and payable. The provisions of Sections 1(b), 1(c), 1(e), 2(b), 3(b), 4, 5, 6(c), 7(d), 8, 9, 10 and 12 and all defined terms used in those Sections, together with any provisions hereof which expressly by their terms survive, will survive any expiration or termination of this Agreement.

7. Representations and Warranties.

1. **Mutual.** Each Party represents and warrants that: (i) it has the right, power and authority to enter into this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
2. **Licensee.** Licensee further represents and warrants that: (i) it owns or otherwise has sufficient rights to the Data to grant the license set forth in Section 1(d); and (ii) no Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations.
3. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH UNDER THIS SECTION 7, THE SERVICES AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT BY AUTURA ARE PROVIDED ON AN "AS-IS" BASIS, AND LICENSEE ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE SERVICES TO ACHIEVE LICENSEE'S INTENDED RESULTS, FOR THE ACCURACY AND/OR QUALITY OF ITS DATA, AND FOR ITS USE OF, AND RESULTS OBTAINED FROM, THE SERVICES. AUTURA DOES NOT WARRANT THAT THE SERVICES OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT WILL BE ERROR-FREE OR THAT THE SERVICES WILL WORK WITHOUT INTERRUPTIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, AUTURA MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND AUTURA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING.

8. Limitations on Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (I) EXCEPT WITH

RESPECT TO SECTION 9, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID TO AUTURA DURING THE TERM; AND (II) EXCEPT TO THE EXTENT SUCH DAMAGES ARE PAID OR PAYABLE TO UNAFFILIATED THIRD PARTIES PURSUANT TO EITHER PARTY'S OBLIGATIONS PURSUANT TO SECTION 9, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THIS SECTION 8 DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

9. Indemnification.

1. **Licensee.** Licensee will defend, indemnify, and hold harmless Autura, its Affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns from and against all third-party claims ("Third Party Claims"), and all losses, damages, liabilities, settlements, costs, and expenses (including reasonable attorney's fees), in each case, that are paid or payable to third parties pursuant to such Third Party Claims, to the extent such Third Party Claims (1) arise from any Licensee Data (including, without limitation, any allegation that (i) any Licensee Data infringes, violates, or misappropriates the personal, intellectual property, or proprietary rights of any third party, or (ii) any Licensee Data is inaccurate or otherwise damaging to any third party), and/or (2) arise from or allege the violation of any applicable law or regulation by Licensee or Licensee Data. "Affiliate" means any entity controlling, controlled by, or under common control with a party hereto, where "control" means the ownership of more than 50% of the voting securities in such entity.
2. **Autura.** Autura will defend, indemnify, and hold harmless Licensee, its Affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns from and against all Third Party Claims, and all losses, damages, liabilities, settlements, costs, and expenses (including reasonable attorney's fees), in each case, that are paid or payable to third parties pursuant to such Third Party Claims, to the extent such Third Party Claims allege that the Platform (not including any Licensee Data) infringes, violates, or misappropriates such third party's intellectual property right(s) ("Infringement Claim"). In the event of an Infringement Claim, Autura, at its sole option and expense, may: (i) procure for Licensee the right to continue using the Platform or the allegedly infringing part thereof; (ii) modify the Platform so that it is no longer infringing; (iii) replace the Platform or the allegedly infringing part thereof with other non-infringing software, applications, or materials having substantially the same capabilities; or, (iv) terminate this Agreement and repay to Licensee a pro-rata portion of the Fees applicable to the period of time following the effective date of such termination. Notwithstanding the obligations, Autura will have no liability for an Infringement Claim to the extent the actual or alleged infringement, misappropriation, or violation results from (a) any violation of this Agreement by Licensee or any Authorized Users; (b) any modification, alteration or addition made to the Platform made by a person or entity other than Autura; (c) any failure by Licensee or any Authorized Users to use any updates made available by Autura; (d) any settlements entered into by Licensee or costs incurred by Licensee for the Infringement Claim that are not pre-approved by Autura in writing; or (e) the combination of the Platform with any software, hardware, or other material not directly provided by Autura hereunder.
3. **Procedures.** Each Party's obligations pursuant to Sections 9(a) and 9(b) above (respectively) are expressly conditioned on: (a) the Party seeking indemnification under this Section 9 ("Indemnified Party") providing the other Party ("Indemnifying Party") with prompt written notice of the applicable Third Party Claim for which the Indemnified Party seeks indemnification; (b) the Indemnified Party reasonably cooperating in the defense and/or settlement of such Third Party Claim, at the Indemnifying Party's sole expense; and (c) the Indemnifying Party having sole control over the defense and/or settlement of such Third Party Claim. The Indemnifying Party may not agree to any settlement of any Third Party Claim against the Indemnified Party that admits wrongdoing by the Indemnified Party, or otherwise imposes any material obligation on the Indemnifying Party (not entirely covered by an indemnification obligation hereunder), without the Indemnified Party's prior express written consent, which consent will not be unreasonably withheld, conditioned or delayed. The Indemnified Party may participate in the defense of a Third Party Claim through counsel of its own choice at its own expense.

10 Records. Autura shall maintain all records and supporting documentation pertinent to Autura's compliance with applicable laws with respect to the products set forth on the applicable Order Form for a period of no less than one (1) year after the termination or expiration of this Agreement. If any litigation involving these records has been started before the expiration of the one (1) year retention period, the records shall be retained until resolution of such litigation.

11. Insurance. Autura will maintain insurance policies providing at least the following coverage and will upon written request of the Licensee, provide a certificate of insurance evidencing the following: (i) Technology Products and Services Errors & Omissions liability with a limit of at least \$1 Million; (ii) Technology & Cyber Security liability with a limit of at least \$1 Million; (iii) Commercial General liability with a limit of at least \$1 Million; (v) Workers Compensation and Employer's liability that meets the statutory limits; and (vi) Umbrella liability with a limit of at least \$3 million. Autura also agrees that it will be solely responsible for ensuring that its agents (including contractors and subcontractors) maintain other insurance at levels no less than those required by applicable law and customary in Autura's and its agents' industries. For liability coverage, the insurance certificate shall list the Licensee as Certificate Holder and name as additional insureds "Licensee, and its officers, agents and employees," and an endorsement to the liability policy shall confirm the naming of the Licensee as an additional insured.

12. Miscellaneous. Each Party agrees that any violation or threatened violation of this Agreement may cause irreparable injury to the other Party, entitling such Party to seek injunctive relief in addition to all available remedies. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect. This Agreement will be governed by and construed under the laws of the State of California without reference to its conflict of laws principles. This Agreement, including all Order Forms referencing this Agreement, embodies the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied. This Agreement may be modified or amended only by a writing signed by both Parties. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict. All waivers made under this Agreement must be made in writing by the Party making the waiver. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth above and with the appropriate postage affixed; or (ii) sent via email to the contacts for each Party set forth on the Order Form (and in any event, in the case of Autura, also to info@Autura.com). Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two (2) business days following the date of mailing, one (1) business day following delivery to a courier, and/or on the same day a facsimile or electronic mail is sent to the recipient. Autura will not be liable or responsible to Licensee, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Autura including, without limitation, acts of God, natural disaster, pandemic, denial or services attacks and/or service provider system outages (collectively, "Force Majeure Events"). This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.

ATTACHMENT A SUPPORT LEVEL AGREEMENT

1. This Support Level Agreement (this "SLA") provides the support terms for the Autura Services and related Software and is an integral part of the Autura Service Agreement. Autura will use commercially reasonable efforts to provide technical support to Licensee 24 hours each day, seven days each week, including national holidays ("Support"). To request Support, Licensee must contact Autura using one of the following methods:

1. On-line Help Desk: <https://support.Autura.com>
2. Email: helpdesk@Autura.com

3. Phone Support for agency (city/county/state) users: 877-787-5006 4. Phone Support for tow company users: 877-999-9874
- 2.
1. **Provision of Support.** Autura will provide Support to the Licensee's designee. Autura will not be responsible for addressing or resolving Events (defined below) that Autura reasonably determines are caused by Licensee's systems or any misuse of the Platform.
2. **Events.** "Events" are occurrences that impact the availability of the Platform, except for scheduled downtime, as determined by Autura in its reasonable discretion. Autura distinguishes among three classes of Events as follows:
 1. Class 1 Event: A complete loss of the Platform's functionality such that no user can use the Platform.
 2. Class 2 Event: The Platform's functionality is materially impaired such that at least approximately 10% of users cannot use the Platform for its intended purpose.
 3. Class 3 Event: Any other problems or issues, including, without limitation, any general questions about the Platform or problems that do not rise to Class 1 Events or Class 2 Events.
1. **Response Times.** Autura will use commercially reasonable efforts to respond to Licensee support requests in accordance with the target response time frames set forth below, which begin at the time Autura receives a Support request:
2.

<u>Class</u>	<u>Target Response Time</u>
1	4 hours or better
2	24 hours or better
3	5 business days
3. **Scheduled Maintenance Downtime.** Autura will use commercially reasonable efforts to schedule maintenance between the hours of 10PM and 4AM Pacific Standard time. Autura will provide Licensee with reasonable advance written notice of scheduled downtime unless otherwise reasonably necessary to address an emergency or critical error. Autura may access the Platform during the scheduled maintenance downtimes for maintenance purposes and to implement Platform updates, bug fixes and/or any other changes that Autura deems necessary or advisable.

COUNCIL DIGEST SHEET

RFPs , BIDS, OTHER PROJECTS

Bid/RFP#/Name of Project	Purchase & annual service of Autura Unified Dispatch Software
Awarded To	Autura - CFKAA Holdings, LLC
Amount	\$140,000.00
Number of Registrants	n/a
Number of Bidders	n/a
Required Attachments	n/a

EXTENSIONS

Date Last Bid Out	n/a
# Extensions Granted To Date	n/a

SPECIAL PROCUREMENT

Contract #/ID (State, Federal, Piggyback--Authority)	n/a
Sole Source/ Compatibility Justification	Software program, special procurement (IC 5-22-10-7a)

BID CRITERIA *(Take Buy Indiana requirements into consideration.)*

Most Responsible, Responsive Lowest	☐ Yes ☐ No <i>If no, explain below</i>
If not lowest, explain	

COUNCIL DIGEST SHEET

COST COMPARISON

<i>Increase/decrease amount from prior years For annual purchase (if available).</i>	n/a
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DESCRIPTION OF PROJECT / NEED

<i>Identify need for project & describe project; attach supporting documents as necessary.</i>	The purchase and use of the Autura Unified Dispatch software will increase efficiency when departments under the city towing contract call for a tow service, increase safety for inspectors and officers, and increase procedural accuracies.

REQUEST FOR PRIOR APPROVAL

<i>Provide justification if prior approval is being requested.</i>	Seeking Council approval for Autura software initial purchase, twelve (12) months of service and internal integration in the amount of \$140,000.

FUNDING SOURCE

<i>Account Information.</i>	Abandoned Vehicle Fund 124ABVH3-5367
	This funding source is not a tax dollar source with an average annual revenue that covers all expenses.