



Peregrine

Agreement Presented to the Menifee Police Department

Peregrine Technologies, Inc.

May 12th, 2022

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Executive Summary

The Menifee Police Department (MPD) is seeking cutting-edge technology solutions to enhance decision making and operations by harnessing the power of its existing data assets. Peregrine Technologies, Inc. ("Peregrine") is pleased to provide the following proposal to the MPD to help meet this goal through our Peregrine software platform ("the Peregrine platform," "the platform"). Through outcome-driven use cases, the Peregrine platform can help the MPD improve decision making and operations, realize efficiency gains, and enable cross-agency sharing.

Peregrine provides a software platform that will enable the MPD to make faster, more precise, and more informed decisions using this data. To enable rapid deployment and value, Peregrine proposes a two-phased approach to the MPD.

Phase 1: Data Search and Analysis – In Phase 1, the Peregrine implementation team will configure the Peregrine platform to deliver high-value use cases for investigations, analysis and reporting, and situational and operational awareness.

- **Scope:** As part of Phase 1, Peregrine will integrate MPD's computer-aided-dispatch (CAD) data, record management system (RMS) data, Riverside County Sheriff's Department Data Warehouse information (pending approval), Flock automated license plate readers (ALPR) cameras, and Axon/evidence.com data; set up and configure the Peregrine platform (including the platform's full suite of data search, analysis, visualization, reporting, and sharing capabilities); provide user training and support services; and enable cross-agency data sharing (through a signed Memorandum of Understanding [MOU] between the agencies).
- **Cost:** The proposed cost for Phase 1 is \$100,000 per year for five years, totaling \$500,000. Phase 1 can commence immediately once a contract is signed with data integrated in less than one (1) month and users trained and on the platform in less than two (2) months.

Please see pages 8 and 9 for detailed implementation and pricing information.

Phase 2: Full Integration and Real-time Operations – In Phase 2, the Peregrine implementation team will configure the Peregrine platform to: provide access to video footage from MPD camera systems and enable real-time crime center type operations at the MPD. Please note that purchase of Phase 1 use cases does not obligate MPD to purchase Phase 2 use cases.

- **Scope:** Phase 2 will need to be further scoped to ensure MPD's needs are met and could potentially include the Peregrine mobile application.
- **Cost:** Upon further scoping, Peregrine will provide a quote for use cases associated with Phase 2.

Providing Value for the Menifee Police Department

In Phase 1, Peregrine's platform will accelerate the MPD's progress against strategic priorities, including enhancing investigations to rapidly advance and solve cases; quickly and accurately develop actionable analysis and reports; and furthering the department's ability to maintain full situational and operational awareness.

- **Investigations:** Within the Peregrine platform, MPD staff will be able to quickly search for data across systems (including those from partner agencies through an MOU) to quickly surface all information relevant to a case. Using the platform's user-friendly analysis tools, detectives can quickly identify relationships between people and cases, revealing connections previously hidden across data systems. With all relevant data at their fingertips and user-friendly tools at their disposal, investigators will be able to solve cases more quickly and reach conclusions with greater confidence.
- **Analysis and reporting:** Using the Peregrine platform, MPD staff will have one system to power their workflows. Rather than signing on to multiple systems—switching between CAD, RMS, Flock cameras, etc.—they sign into one system for all the data they need. With an MOU in place, analysts can also search partner data seamlessly. The platform's intuitive point-and-click tools makes it easy to visualize data (e.g., on an interactive geospatial map or through a configurable timeline), surface hidden crime trends, and report on those trends.

- **Situational and operational awareness:** The Peregrine platform will ensure all personnel across the MPD have the information they need to work more effectively and efficiently by maintaining situational awareness. When officers start their shift, they can use the Peregrine platform to quickly get up to speed on what happened since their last shift. Personnel from across the department can set up notifications so they're made aware of relevant cases at an appropriate cadence (e.g., immediately, daily, weekly, etc.) and through the appropriate medium (e.g., SMS, email).

By deploying the Peregrine platform against the above use cases—and use cases part of Phase 2—MPD can:

- **Realize efficiency gains:** The time of MPD analysts, detectives, and other personnel is incredibly scarce; MPD's technology partners must provide capabilities that free MPD personnel from unnecessary tasks and allow them to focus on applying their skills in expertise in, for example, investigation, analysis, problem solving, and decision making. Peregrine's platform streamlines and automates the process of getting the right data into the hands of those who need it. This means MPD personnel spend less time manually integrating and wrestling with disparate data and spend more time solving cases, developing insights, surfacing trends, and improving operations.
- **Promote cross-agency sharing:** With MOUs between MPD and its partner agencies, the Peregrine platform enables seamless data sharing in a high secure and collaborative environment. Crime is not bound to a jurisdiction; the Peregrine platform ensures data isn't, either. As a cross-agency data sharing solution, the Peregrine platform allows analysts, detectives, and other personnel to share data in a way that helps all agencies better serve their communities.
- **Deliver transparency:** The MPD holds itself to demanding ethical standards to build and maintain trust with the Menifee community. Peregrine's platform can help strengthen and bring data-backed rigor to internal review and accountability strategies and enable secure, transparent collaboration and communication between the MPD, city manager, other law enforcement partners, and the community. The Peregrine platform is fully CJIS compliant and supports the highest standards for privacy and civil liberties (PCL).

Our Software

Peregrine provides a secure, interoperable, CJIS-compliant software platform that empowers organizations to make faster, more precise, and more informed decisions in real time. Our platform integrates and transforms data of any type, from any source, at any scale to make it immediately useful to users of any level of technical background. Peregrine does not bring to nor create any new data for its customers—our platform integrates existing data and then makes it available to end users within a single platform.

The platform provides intuitive user interfaces that enable personnel to efficiently leverage data across a variety of use cases, including:

- agency-wide search and information retrieval
- operational and situational awareness
- alerting and notifications
- multiple types of analysis, including geospatial, temporal, and link chart
- investigations
- executive reporting, dashboarding, and requests for information
- secure collaboration within and across departments
- transparency and community engagement

Peregrine for the Meniffee Police Department

Our Background

Peregrine was founded in 2017 with the goal of empowering organizations like the MPD to make data-driven decisions in real time. The Peregrine team has decades of experience building enterprise software alongside government and non-government entities. We are based in San Francisco, California and have partnered closely with several Bay Area police departments to bring cutting-edge technologies to vital public servants while recognizing and respecting the critical security, privacy, and transparency principles that communities demand from government agencies.

Our professional support team has extensive experience working directly with officers, analysts, investigators, administrative personnel, executive staff, and senior leaders.

The Peregrine Platform

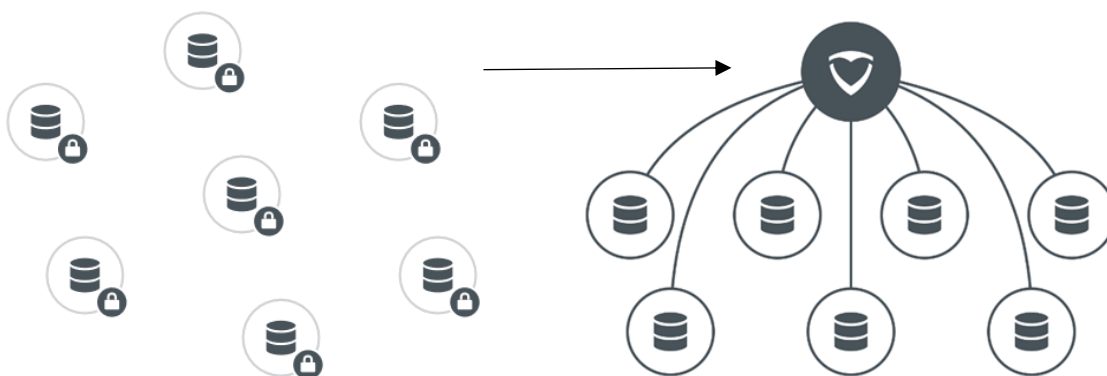
To deliver on the above use cases, Peregrine proposes deployment of the Peregrine platform, a web-based, CJIS-compliant software-as-a-service (SaaS) that provides a single point of access to integrate, discover, view, and analyze data from customer-defined data sources. We designed the Peregrine platform with police departments in mind, making it uniquely suited to the needs of the MPD. The platform performs several critical functions including data integration, search and information retrieval, advanced analytics, data management, reporting, data exchange and sharing, access control, audit logging, and security.

The Peregrine platform creates an extremely efficient method for turning large amounts of raw data into actionable information. Peregrine does not bring to nor create any new data for its customers—our platform integrates existing data and makes it available to end users in a decision-ready state.

DATA INTEGRATION & MODELING

The MPD has volumes of valuable data, but that value cannot be unlocked because data is scattered across separate systems, siloed in ways that prevent it from being understood and analyzed together. The Peregrine platform is built to rapidly integrate, clean, transform, and model large amounts of raw data from disparate systems and continuously illuminate actionable information while reducing manual processing needs.

Peregrine Unlocks Data Sources by Integrating Them into a Single, Secure Platform



The platform securely integrates data in near-real time to ensure that users have the most current and reliable information when and where they need it. As data flows into the platform, granular security controls, retention policies, and changes from underlying systems are continuously monitored and applied.

As soon as data enters the platform, it is mapped to an agency-specific data model that is molded to the unique operations of the MPD. This data model provides a dynamic representation of all data – entities, locations, events, and the links between them. Harmonizing multi-source data into one data model allows users to smoothly analyze data without requiring a technical understanding of the underlying source systems themselves.

The data model is a dynamic layer of the Peregrine platform, one that can evolve and adapt in response to changes in the MPD's underlying data systems. Most often we find that an agency's data needs are fundamentally dynamic, but the systems that hold the data are static; Peregrine's data model responds dynamically to changes so that the MPD can power its operations through the Peregrine platform even as its technology infrastructure and operational needs evolve.



SEARCH & INFORMATION RETRIEVAL



Once data is integrated into the Peregrine platform, it is immediately accessible through front-end applications. Users can easily search for data and filter based on criteria relevant for their investigations, analysis, or other workflow. The Peregrine platform is intuitive to use, allowing users with a wide range of skillsets and at a variety of technical levels to surface information that is relevant to them and streamline their unique search workflows.

The platform is designed to be walk-up usable; new users can immediately surface, analyze, and action data by navigating the platform's intuitive user interface and applications. Users have multiple ways to surface and view relevant information, allowing them flexibility to approach questions and decisions in ways that best suit them. These features mean that users arrive at answers more quickly and with greater accuracy, saving time and effort.

EXPLORATION, VISUALIZATION, & REPORTING TOOLS

The Peregrine platform provides a powerful suite of tools for the exploration, visualization, and reporting of data. These tools enable users to create dynamic data products and reports—such as interactive maps, network graphs, and dashboards—that automatically update as new data flows into the platform. Users can smoothly move data between analytical tools, viewing the same data in different modalities without having to log into different systems or applications. For more information about some of the platform's analysis tools, please see The Peregrine Delivery & Implementation Program



We engage with each of our partners through a firm-fixed-price annual software license agreement. That license includes all needed support to achieve project objectives.

Implementation team. Peregrine implementation teams consist of top software engineering, product development,

human-centered design, user engagement, and training experts. The Peregrine implementation team will partner closely with the MPD to provide use case development, data modeling, data integration, training curriculums, and continuous support. This team is committed to ensure that the Peregrine platform is quickly deployed and adopted for its intended purpose and generates outsized value for users.

Solution timeline. Peregrine’s modern data transformation technologies allow our software platform to come online in days or weeks as opposed to months or years. Once deployed, the MPD’s new data system investments can be rapidly integrated and old data systems can be sunset without losing legacy data.

Implementation model. Phase 1 of the Peregrine platform implementation consists of four steps to maximize success and impact at the outset of our partnership. These steps typically enable implementation and use within 90 days. The Peregrine implementation team will work closely with MPD to scope Phase 2 of the implementation.

Milestone	Delivery	Deliverable
1 – Kickoff and Scoping	Week 2	<ol style="list-style-type: none"> 1. Determine priority order of use groups and data integrations, to include integration of CAD data, RMS data, city GIS layers, and Flock ALPR 2. Facilitate access to data sources and initial users 3. Set up project team and steering committee
2 – Data Integration, Data Modeling, and User Discovery	Month 1	<ol style="list-style-type: none"> 1. Deploy the Peregrine platform 2. Configure permission controls 3. Ingest, integrate, transform, model, and validate data sources 4. Introduce platform to the first set of users 5. Work with MPD to set up MOUs with other agencies 6. Conduct 30-day steering committee review
3 –Workflows and Analytics	Month 2	<ol style="list-style-type: none"> 1. Initiate user training 2. Set up secure, cross-agency data sharing 3. Develop and implement user and team-specific workflows 4. Conduct 60-day steering committee review
4 – Operationalization and Next Steps	Month 3	<ol style="list-style-type: none"> 1. Continue collecting feedback and improve user workflows 2. Validate work based on actionable results 3. Identify Phase 2 scoping 4. Conduct 90-day steering committee review (quarterly thereafter)

Project Cost

PLATFORM PRICING IN PHASE 1

Based on our understanding of the MPD's needs for Phase 1, Peregrine proposes a firm-fixed-price software license fee of \$100,000 per year. The standard implementation fee of \$150,000 will be waived with a multi-year commitment. This firm-fixed-price license includes all ongoing support, data integration maintenance, workflow development, and user training to ensure that the MPD receives outsized impact from its deployment of Peregrine's software platform. Peregrine does not charge for travel or other miscellaneous expenses.

Thus, the total due to Peregrine for years one (1) through five (5), under Phase 1 of this proposal, shall not exceed \$500,000, in five (5) annual payments of \$100,000.

The initial payments shall be due net 30 days from receipt of invoice.

Menifee Police Department – Detailed Cost Schedule Phase 1	
Software Licensing – other than or in addition to annual subscription	Not applicable
Up-Front Implementation – training, user adoption, workflow development, initial installation, data conversion, integration, modeling, etc.	\$150,000 (waived)
Annual Subscription, Five (5) Years – includes operating and maintenance, support, data conversion, data integrations to meet project objectives	
Year One	\$100,000
Year Two	\$100,000
Year Three	\$100,000
Year Four	\$100,000
Year Five	\$100,000

Please note that the above pricing is related to the Phase 1 scope. Phase 2 scope and pricing will be decided in the future depending on the needs of the MPD. Additionally, the pricing outlined above is based on Peregrine's current understanding of the MPD's anticipated scope of work and objectives and may change. Please note that purchase of Phase 1 use cases does not obligate MPD to purchase Phase 2 use cases.

Appendix A: Select Data Analysis Tools.

PERMISSION-BASED COLLABORATION & SHARING

The Peregrine platform provides features for secure collaboration and sharing that will enable the MPD to build deeper, trusting partnerships with local and regional stakeholders, including with city leadership and the broader community. The platform's granular access and usage control capabilities prevent unauthorized or inappropriate use or sharing of sensitive data while allowing organizations to share information with their partners in a deliberate, precise, and auditable manner. For more information on the platform's auditing capabilities, please see Appendix B: Privacy, Civil Liberties & Security.

Collaboration in the Peregrine platform extends beyond simple data sharing; it also allows for multiple users to work within the same application at the same time across multiple devices and locations. The platform's collaboration features compound the value of users' work by dynamically connecting them in real time with other users who are working with or interested in the same data. In this way, the Peregrine platform generates opportunities for users to improve the quality and speed of their answers by connecting them to users who are asking the same question.

PRIVACY, CIVIL LIBERTIES, & SECURITY AS A FIRST-ORDER PRIORITY

From its founding, Peregrine has held the advancement of privacy, civil liberties, and security as a core value of our company and a core element of our platform's architecture. Robust privacy, security, and audit control features are ingrained in the back-end data integration tools and the front-end applications of Peregrine's platform. These features enable our platform to provide outsized value at agencies like the MPD that operate inside a closed network with stringent data security requirements.

Peregrine helps organizations build and maintain trust with their partners and communities by delivering three key platform capabilities:

- granular data security, access, and usage controls
- auditability and logging of user actions
- continuous security and CJIS compliance

For more information, please see Appendix B: Privacy, Civil Liberties & Security.

OPENNESS & INTEROPERABILITY

Openness and interoperability are non-negotiable features for modern organizations. The Peregrine platform was designed for complete system interoperability and supports the integration of any type, format, or volume of data, including data from existing MPD systems.

We have extensive experience integrating CAD/RMS systems (e.g., Central Square), body-worn cameras and evidence capture devices (e.g., Axon), ALPR (e.g., Flock), GPS location data, real-time sensor data, case management systems, evidence management systems (e.g., Axon via evidence.com), arrest records, search warrant data, subpoenaed data, and unstructured data such as documents, imagery, and video repositories.

Peregrine is also deployed with a suite of powerful Application Programming Interfaces (APIs) that allow the MPD to automatically move data back and forth between its many software investments.

Data source	Notes
CAD/RMS	Murietta PD CAD/RMS instance of Menifee PD data
Date Warehouse	Riverside County Sheriff's Department – TBD on data access
Evidence.com	Axon BWC, evidence, ICV
ALPR	Flock
Mapping Layers	ArcGIS / Esri

The Peregrine Delivery & Implementation Program

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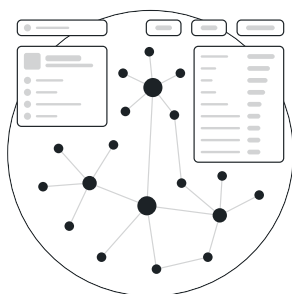
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Appendix A: Select Data Analysis Tools

Interactive Map. To better understand geographical assets, events, and trends, the Peregrine platform includes an interactive Map application. The Map allows users to conduct visually intuitive geographical analysis on all agency data, both historical and in real-time. Users can surface trends, make connections, filter to areas of interest, drill into specific events, particular time periods, and add new layers of relevance on top as needed. The Map is designed for next-generation geographic contextual and situational awareness, allowing users to explore and answer specific questions with the most relevant data. The Map is intuitive for all personnel whether they are consuming pre-built analyses, conducting ad-hoc searches, or creating complex geospatial products from scratch.



Network Graph. The platform's Network graph aids in the discovery and visualization of connections between otherwise disconnected data. The Network allows users to discover links between people, places, entities, and events across one or multiple degrees of separation. Peregrine's platform also automatically extracts links from both structured and unstructured data to illuminate connections between people, places, events, documents, and media data without requiring manual processing. For example, an address written in narrative form within a scanned document can be automatically linked to a person living at that address or to a vehicle registered there.

Reports & Dashboards. The platform's report and dashboard applications provide configurable, real-time executive summaries to inform situational awareness, statistical analysis, and decision making. Reports and dashboards are configurable to meet the unique needs and visual preferences of individual users. All reports and dashboards are directly connected to real-time data feeds, empowering users to drill down from high-level summary information to the most granular context with a single click. Once a user creates a dashboard, they can continue to use it indefinitely—and share it as needed.



Temporal Analysis Tool. By centralizing data—and all associated metadata—from data systems, users can understand and surface trends over time. Through an intuitive interface, users can analyze how, e.g., calls for service or types of incidents vary by day of week and time of day. Peregrine supports robust search and query capabilities at the day of week and hour of day level, enabling users to conduct analysis over specific units, in specific shifts, at specific locations. As a result, organization can make more informed, data-backed resourcing decisions to more effectively meet mission outcomes.

Real-Time Alerting. With all data centrally located, users can receive real-time notification on new data from any source system. The Peregrine platform's alerting technology can notify specific users if a pre-defined data entity was added or removed, viewed, downloaded, renamed, or shared. This includes geo-fenced areas or user-defined polygons. For instance, if a neighborhood is experiencing a trend in a type of crime, a Peregrine user can create an alert through the platform's "follow" feature. If another similar crime occurs in the defined area, a real-time notification will be sent to all users following this alert via email, SMS, or both.

Peregrine is also delivered with extensive **tabular analysis tools and a variety of other analytical capabilities.** Receive additional information on Peregrine analysis tools by reaching out to the Peregrine support team.

Appendix B: Privacy, Civil Liberties & Security

From its founding, Peregrine has held the advancement of privacy, civil liberties, and security as a core value of our company and a core element of our platform's architecture. Robust privacy, security, and audit control features are engrained in the back-end data integration tools and the front-end applications of Peregrine's platform.

Peregrine helps organizations build and maintain trust with their partners and communities by delivering three key platform capabilities:

- granular data security, access, and usage controls
- auditability and logging of user actions
- continuous security and CJIS compliance

Granular Data Security, Access, and Usage Controls

The Peregrine platform's access and usage control capabilities allow organizations with stringent security requirements to share information with their partners in a deliberate, precise, and auditable manner while preventing unauthorized or inappropriate use of sensitive data.

To accomplish that, the Peregrine platform's security model delivers precision data-handling and multi-level security capabilities that support several vital data security and privacy protections. The platform enables users with multiple and varying access permissions to interact appropriately with data in real-time, seeing only data they are authorized to see and using or sharing it only in ways for which they have authorization.

The Peregrine platform easily integrates with any existing single sign-on provider, ensuring users have a familiar, secure sign-on experience and administrators maintain single-source control over access to multiple applications within the network. The Peregrine platform is out-of-the-box compatible and easy to integrate with most identity providers, including ADFS, Okta, and PingFederate.

Auditability and Logging of User Actions

Peregrine logs all user actions that take place within the platform and maintains granular, permissioned audit trails that allow agency administrators to review and analyze all user activity. This provides organizations with comprehensive visibility, simplifies the enforcement of policies and procedures, and enhances internal reviews and investigations.

In each of these areas the Peregrine platform improves on legacy systems, which are often opaque, lack security, and are cumbersome to audit. The platform thus enables organizations to meet rising public expectations for accountability, privacy, transparency, and proper use of data.

Continuous Security and CJIS Compliance

Peregrine maintains CJIS-compliant policies and procedures for securely storing, handling, and transmitting data. By default, our platform encrypts all data both in transit and at rest and uses secure, government-accredited cloud hosting infrastructure (AWS GovCloud). Peregrine adheres to FIPS 140-2 cryptographic standards.

Peregrine provides modern as-a-service delivery and modernization of its software platform. This means that customers receive regular updates, performance improvements, bug fixes, and security patches on a continuous basis with little to no downtime or systemwide effects.

Testing standards deployed by Peregrine meet industry frameworks such as Microsoft SLDC and are designed to remediate vulnerabilities and security risks.

Appendix C: Qualifications

These Consultant Qualifications are incorporated by reference into the Agreement.

Peregrine was founded in 2017 to help public safety professionals by connecting information from their existing data sources to bring insights together into one secure platform. Our founding team initially embedded full-time with Northern California public safety agencies to deeply understand the existing public safety landscape; since that time, Peregrine has contracted with multiple California agencies to deliver technology in support of their analytical and operational needs.

Peregrine is headquartered in San Francisco, CA. Our team has decades of experience building enterprise software alongside government and non-government entities. Peregrine has a strong financial position and no outstanding litigation or threats of litigation.

Our work includes deployments with San Pablo (CA) Police Department, Pittsburg (CA) Police Department, Antioch (CA) Police Department, Fremont (CA) Police Department, and Albuquerque (NM) Police Department. Our professional support team has extensive experience working directly with investigators, administrative personnel, analysts, officers, and executive staff.

CITY OF MENIFEE

CONSULTANT:

Armando G. Villa, City Manager

Attest:

Stephanie Roseen, Acting City Clerk

Approved as to Form:

Jeffrey T. Melching, City Attorney

Appendix D: Peregrine Software License Agreement Terms and Conditions

These Terms and Conditions govern the provision of the services described on the attached Order Form (“**Order Form**”) by Peregrine Technologies, Inc. (“**Peregrine**”) to you (“**Customer**”). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

“**CJIS Security Policy**” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

“**Criminal Justice Information Services Division**” or “**CJIS**” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

“**Customer Data**” means any of Customer’s data, information, documents or electronic files that are provided to Peregrine via the Services or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine’s integration with the Service.

“**Documentation**” means the materials supplied by Peregrine hereunder, in any media, including any and all installer’s, operator’s and user’s manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

“**Professional Services**” has the meaning specified in Section 2.2.

“**Service**” means Peregrine’s web and iOS mobile applications that assist Users with criminal investigations and police leadership decision making. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

“**SOW**” has the meaning specified in Section 2.2.

“**Third Party Data**” means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

“**Users**” means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1 Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Peregrine shall provide Customer with the right to: (a) access and use the Service for up to the number of Users set forth in the Order Form, and (b) to download and reproduce the applicable Documentation solely for internal use in association with the Service. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form (“**Onboarding and Training Services**”), and (iii) telephone and standard technical support to Customer during normal business hours (“**Technical Support**”). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2 Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services

and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an “SOW,” and such services, the “**Professional Services**”). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below.

2.3 Access and Policies. Customer will permit Peregrine access to Customer’s offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer’s facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer’s production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

2.4 Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Services hereunder. Peregrine shall also, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

2.5 Licenses and Permits. Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

2.6 Nondiscrimination and Equal Opportunity. Peregrine shall not discriminate, on the basis of a person’s race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

3. Use of Service.

3.1 Users. Customer may grant access to the Service to only the number and type of Users specified on the Order Form. Customers shall ensure that its Users do not share or transfer their User credentials to other Customer employees or any other individuals.

3.2 Customer Responsibilities. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; and (d) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.3 Use Restrictions. Customer shall use the Service solely for its internal business purposes in accordance

with this Agreement. Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (f) attempt to gain unauthorized access to the Service or its related systems or networks.

3.4 CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.5 Operation Restrictions. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.6 Customer Logo. Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

4. Fees & Payment.

4.1 Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs.

4.2 Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3 Taxes. Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights.

5.1 Peregrine Technology. The Service includes (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology, including graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services (collectively, "**Peregrine Technology**"). Peregrine

owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth Section 5.2 below, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, “Peregrine Technology” does not include Customer Data.

5.2 License Grant. Peregrine grants Customer, during the term of this Agreement, a worldwide, non-exclusive, non-transferable (except in accordance with Section 12.6), non-sublicenseable right to access and use the Service, and to permit the number and type of Users specified on the Order Form the right to access and use the Service during the terms of the applicable User subscriptions, in each case solely in accordance with the terms of this Agreement.

5.3 License Restrictions. Customer shall not (a) modify, copy or create derivative works based on the Service or Peregrine Technology; (b) create Internet “links” to or from the Service, or “frame” or “mirror” any content forming part of the Service, other than on Customer’s own intranets; or (c) disassemble, reverse engineer, or decompile the Service or Peregrine Technology, or (d) access the Service in order to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service.

6. Data Access, Sharing and Security.

6.1 Customer Data. Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer’s usage of the Service (e.g., frequency of logins) (“**Peregrine Insights**”) and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users (“**Aggregated Data**”) for Peregrine’s internal business purposes and to operate and improve Peregrine’s proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.2 CJIS Security Policy. Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses state-of-the-art access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to CJIS requirements.

6.3 Third Party Data. Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner’s retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine’s applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

7. Confidentiality.

7.1 Definition of Confidential Information. The term “**Confidential Information**” means all confidential and proprietary information of a party (“**Disclosing Party**”) disclosed to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in the Order Form), the Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing

plans, technology and technical information, product designs, and business processes.

7.2 Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.3 Exceptions. The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.4 California Public Records Act. Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

7.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1 Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, AND WITHOUT LIMITING PEREGRINE'S OBLIGATIONS SPECIFIED IN THIS AGREEMENT, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1 General Indemnification by Peregrine. Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("**Customer Indemnified Parties**") against any claim made or brought against any Customer Indemnified Party by a third party (A) arising out of or in connection

with Peregrine's negligence or willful misconduct in the performance of the Services under this Agreement, or its failure to comply with any of its obligations contained in this Agreement, or its failure to comply with any applicable law or regulation, except to the extent any such claim is caused by the negligence or willful misconduct of Customer, or (B) alleging that the Service as provided to Customer hereunder infringes any U.S. intellectual property rights of a third party (each, a "**Customer Claim**"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine, (iii) any combination of the Service with services or technologies not provided by Peregrine, or (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this Section 9.1. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

9.2 PERS Indemnification by Peregrine. In the event that Peregrine or any employee, agent, or subcontractor of Peregrine providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of Customer, at Peregrine shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Peregrine or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer..

10. Limitation of Liability.

10.1 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

11. Term & Termination.

11.1 Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2 Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination. Notwithstanding the foregoing, if Customer terminates the Agreement

pursuant to this Section 11.2 Peregrine will refund pro-rata share of Service Fee.

11.3 Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

11.4 Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5 (excluding Section 5.2), 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

12.1 Insurance. Peregrine shall maintain the insurance coverages described in the attached document entitled, "City of Richmond – Insurance Requirements: Professional Services Contractors."

12.2 Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3 Conflict of Interest. Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Peregrine shall not employ any Customer official in the work performed pursuant to this Agreement. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

12.4 Peregrine's Books and Records. Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

12.5 Force Majeure. Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.6 Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995),

DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.7 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8 Waiver; Cumulative Remedies Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10 Governing Law. This Agreement shall be governed by the laws of California. The state courts located in Contra Costa County, CA or in the United States District Court for the Northern District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11 Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion

12.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.