



10-8 Systems

Hall County (GA) Agreements

Updated: September 14, 2026

Confidentiality Notice. This package and related materials may contain 10-8 Systems non-public technical, security, product, architecture, software, API, integration, implementation, roadmap, business process, know-how, trade secret, and confidential commercial information. Such information shall be treated as confidential and protected from disclosure to the extent permitted by applicable law. If Client is subject to public-records, freedom-of-information, records-retention, subpoena, court-order, or similar disclosure requirements, nothing in this package requires Client to withhold records that must be disclosed under applicable law. To the extent legally permitted and reasonably practicable, Client shall provide 10-8 Systems prompt written notice before disclosing 10-8 Systems Confidential Information so that 10-8 Systems may identify protected information, propose redactions, or seek appropriate protective relief.

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10-8 SYSTEMS

10-8 Systems Nondisclosure Agreement

THIS AGREEMENT is made and entered into as of the date of the last signature below (the "Effective Date"), by and between 10-8 Systems LLC, a California limited liability company (the "Disclosing Party") and Hall County, located at 2875 Browns Bridge Rd, Gainesville, GA 30504 (the "Recipient") (collectively, the "Parties").

Purpose for Disclosure ("Business Purpose"): The Disclosing Party may provide the Recipient with Confidential Information in connection with evaluating, procuring, contracting for, implementing, configuring, integrating, training, supporting, using, maintaining, administering, or otherwise carrying out the Parties' commercial relationship concerning the Disclosing Party's products and services, including activities under any SaaS Agreement, End User License Agreement, Statement of Work, quote, order, security addendum, or related written agreement (the "Business Purpose").

The Parties hereby agree as follows:

1. Confidential Information.

For purposes of this Agreement, "Confidential Information" means any and all non-public information disclosed by or on behalf of Disclosing Party in connection with the Business Purpose, whether disclosed before, on, or after the Effective Date and whether disclosed orally, visually, electronically, in writing, through demonstrations, through access to the Services, or by any other means. Confidential Information includes, without limitation, technical, developmental, feedback, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information; software and non-public functionality; source code and object code; user interfaces, screen layouts, workflows, architecture, configurations, APIs, data structures, database schemas, algorithms, business logic, security controls, integrations, implementation methods, product roadmaps, documentation, pricing methodology, discount rationale, and other non-public aspects of Disclosing Party's products, services, technology, and operations. Disclosing Party may, but is not required to, mark written Confidential Information as "Confidential" or with an equivalent designation. Confidential Information also includes notes, analyses, screenshots, summaries, extracts, or other materials prepared by Recipient that contain, reflect, or are derived from Confidential Information.

2. Confidentiality, Permitted Disclosure, and Ownership.

Recipient shall use Confidential Information solely for the Business Purpose and

as expressly permitted under any applicable SaaS Agreement, End User License Agreement, Statement of Work, quote, order, security addendum, or other written agreement between the Parties. Recipient shall protect Confidential Information using the same degree of care it uses to protect its own confidential information of similar sensitivity, and in no event less than a reasonable degree of care. Recipient may disclose Confidential Information to its employees, officers, attorneys, agents, consultants, contractors, Participating Agencies, systems integrators, procurement advisors, resellers, auditors, and other representatives who have a legitimate need to know the information for the Business Purpose and who are subject to written confidentiality obligations, professional duties, statutory obligations, intergovernmental obligations, or other enforceable restrictions reasonably sufficient to protect the Confidential Information. Recipient shall be responsible for unauthorized use or disclosure by such persons to the extent permitted by applicable law. Recipient may reproduce Confidential Information only as reasonably necessary for authorized implementation, configuration, integration, training, support, administration, procurement, oversight, records management, or other activities within the Business Purpose. At Disclosing Party's request and subject to applicable records-retention requirements, litigation holds, audit requirements, automated backup systems, and other applicable law, Recipient shall return or destroy Confidential Information or continue to protect retained copies under this Agreement. All right, title, and interest in Disclosing Party's Confidential Information, products, services, technology, and intellectual property remain exclusively with Disclosing Party or its licensors. Nothing in this Agreement grants Recipient any license or other right except as expressly granted in a separate written agreement.

3. Restricted Use of Confidential Information; Prohibited Derivative Development.

Recipient shall not, directly or indirectly, use Confidential Information or non-public knowledge derived from authorized access to Disclosing Party's products or Services to design, develop, create, replicate, configure, enhance, test, or assist in the development of any software, service, feature, system, workflow, or functionality that copies, replicates, is derived from, or materially incorporates Disclosing Party's non-public features, functionality, workflows, architecture, configurations, data structures, screen layouts, business logic, processes, methods, or implementation techniques. Recipient shall not use Confidential Information to create, derive, formulate, validate, refine, or materially influence specifications, technical requirements, solicitations, requests for proposals, requests for quotations, statements of work, architecture documents, design documents, or development plans for the purpose of enabling Recipient or any third party to reproduce, implement, or develop Disclosing Party's non-public features, functionality, workflows, architecture, configurations, data structures, screen layouts, business logic, processes, methods, or implementation techniques. Recipient shall not use Confidential Information to develop, or assist any third party in developing, a product or service competitive with Disclosing Party's products or Services. Nothing in this Section prohibits Recipient from using the Services for its authorized operational purposes; performing authorized configuration, integration, training, support, administration, procurement, or oversight activities; independently developing, acquiring, evaluating, procuring, or using other products or services without use of or reference to Disclosing Party's Confidential Information; or conducting a lawful competitive

procurement based on independently developed requirements, generally known industry requirements, or publicly available information.

4. Public Records and Required Disclosure.

Recipient acknowledges that it may be subject to public-records, freedom-of-information, records-retention, subpoena, court-order, or other legal disclosure requirements. Nothing in this Agreement requires Recipient to violate applicable law. To the extent legally permitted, Recipient shall provide Disclosing Party prompt written notice of any request, demand, subpoena, order, or other legal process seeking disclosure of Confidential Information and, where legally permitted and reasonably practicable, shall provide such notice before producing the Confidential Information. Recipient shall provide Disclosing Party a reasonable opportunity to identify information claimed to be confidential, proprietary, security-sensitive, or trade-secret information; propose appropriate redactions; and seek a protective order, statutory exemption, injunction, or other available remedy. Recipient shall reasonably cooperate with such efforts and shall disclose only the portion of Confidential Information that Recipient determines is legally required to be disclosed. To the extent legally permitted and reasonably practicable, Recipient shall preserve confidentiality, proprietary, trade-secret, and similar legends appearing on materials supplied by Disclosing Party. Nothing in this Section grants Disclosing Party the right to control Recipient's determination of its obligations under applicable disclosure law.

5. Exclusions.

The obligations of this Agreement do not apply to information that Recipient can demonstrate through competent written evidence: (a) was lawfully known to Recipient without restriction before disclosure by Disclosing Party; (b) becomes publicly available through no breach of this Agreement; (c) is lawfully received from a third party without confidentiality or use restrictions; (d) is independently developed by Recipient without use of or reference to Disclosing Party's Confidential Information; or (e) is expressly approved for release by Disclosing Party in writing.

6. No Reverse Engineering, Unauthorized Access, or Security Testing.

Except as expressly authorized under the applicable SaaS Agreement, End User License Agreement, Statement of Work, security addendum, or other written authorization from Disclosing Party, Recipient shall not reverse engineer, decompile, disassemble, scrape, crawl, probe, systematically analyze, or otherwise attempt to derive, discover, recreate, or map any source code, object code, architecture, API, data structure, database schema, algorithm, business logic, security control, configuration method, workflow, or other non-public technical or functional element of Disclosing Party's products or Services. Recipient shall not conduct penetration testing, vulnerability scanning, automated testing, load testing, scripted interaction, or other security or technical testing against Disclosing Party's systems without prior written authorization. Recipient shall not share credentials with unauthorized persons, permit access by any person not authorized under the applicable agreements, circumvent or attempt to circumvent authentication requirements, access controls, feature restrictions, rate limits, technical safeguards, or other restrictions, or access the Services through means not expressly made available or authorized by Disclosing Party.

7. Competitor Access; Recording, Benchmarking, and Unauthorized AI Use.

Recipient shall not provide any person or entity that develops, markets, licenses, sells, or provides software or services competitive with Disclosing Party's public-safety software products, or any person acting on behalf of such entity, with access to Disclosing Party's Confidential Information, non-public documentation, credentials, systems, demonstrations, or non-public product materials without Disclosing Party's prior written consent. Recipient may create reasonable internal screenshots, recordings, notes, training materials, support materials, and operational documentation to the extent necessary for authorized use, implementation, training, support, incident documentation, official business, procurement administration, audit, or records-retention purposes, provided such materials remain subject to this Agreement and any applicable SaaS Agreement or End User License Agreement. Recipient shall not publicly publish, distribute, or disclose benchmark results, performance testing, feature matrices, comparative analyses, competitive evaluations, or similar materials that disclose, reflect, or are derived from Disclosing Party's Confidential Information or non-public functionality without Disclosing Party's prior written consent. Recipient shall not upload, submit, transmit, or otherwise disclose Confidential Information to a publicly accessible or third-party generative artificial intelligence, machine-learning, code-generation, model-training, data-analysis, or similar service unless that service and use have been expressly approved by Disclosing Party or otherwise authorized in a written agreement between the Parties.

8. Commercial Agreement; Client Data; Order of Precedence.

This Agreement governs Recipient's handling of Disclosing Party's Confidential Information. Client Data and Client Confidential Information, including Criminal Justice Information or other regulated data processed through the Services, are governed by the applicable SaaS Agreement, End User License Agreement, Statement of Work, security addendum, and other written agreements between the Parties. This Agreement does not expand or limit either Party's rights or obligations concerning Client Data under those agreements. If this Agreement conflicts with a subsequently or contemporaneously executed SaaS Agreement or other written agreement governing Recipient's licensed or operational use of Disclosing Party's products or Services, that agreement shall control with respect to the conflict.

9. Remedies.

In the event of an actual or threatened breach of this Agreement, Disclosing Party may pursue all legal and equitable remedies available under applicable law. Recipient acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be inadequate. Accordingly, Disclosing Party may seek temporary, preliminary, and permanent injunctive or other equitable relief, in addition to any other remedies available at law or in equity. Nothing in this Agreement limits either Party's right to recover attorneys' fees, costs, exemplary damages, or other remedies where expressly authorized by applicable law or another written agreement between the Parties.

10. Term and Survival.

The confidentiality and restricted-use obligations of this Agreement shall continue

for five (5) years following the last disclosure of Confidential Information. Notwithstanding the foregoing, with respect to Confidential Information constituting a trade secret under applicable law, Recipient's confidentiality, non-disclosure, and restricted-use obligations shall continue for so long as such information remains a trade secret under applicable law.

11. **General Provisions.** The validity, construction, and enforceability of this Agreement shall be governed by the laws of the State of Georgia, without regard to its conflict-of-laws principles, except to the extent applicable law requires otherwise. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, except that it may supplement confidentiality and restricted-use obligations in other written agreements between the Parties. This Agreement may not be amended, modified, or waived except by a written instrument signed by duly authorized representatives of the Parties. If any provision is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. A Party's failure to enforce any provision does not constitute a waiver. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together constitute one instrument. In the event of a conflict with an applicable SaaS Agreement or other written agreement governing Recipient's licensed or operational use of Disclosing Party's products or Services, that other agreement shall control with respect to the conflict.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SIGNED for and on behalf of **10-8 Systems LLC (the Disclosing Party):**

Signed by:

A623DF43DA184C4...
Authorized signatory
Kevin Ruef
Print full name
9/18/2026
Date

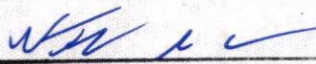
SIGNED for and on behalf of **Hall County (the Recipient):**

Authorized signatory

Print full name

Date

APPROVED AS TO FORM



Nathaniel R. Anderson,
Senior Assistant County Attorney



10-8 SYSTEMS SAAS AGREEMENT

PARTIES

- 1 10-8 Systems LLC ("Supplier")
- 2 Hall County ("Client")

SECTION A: AGREEMENT AND KEY DETAILS

AGREEMENT

The Supplier agrees to provide, and the Client agrees to buy, the 10-8 Systems Software as a Service offering, and related services, on the terms of the Agreement. The Agreement comprises:

- ▲ Section A (Agreement and Key Details, including this cover page and the signature clauses); and
- ▲ Section B (General Terms).

KEY DETAILS

Item	Detail
Start Date	October 1, 2026
End Date	September 30, 2031
SaaS Service	The SaaS Service is 10-8 Systems' cloud-based public-safety software offering. Licensed products, modules, integrations, user quantities, agency entitlements, and related commercial terms are identified in QU-11266 and the applicable Statement of Work. The licensed user entitlement includes seventy (70) Full CAD / Dispatch Users for Hall County E-911/Communications and a five-hundred (500) Field / Mobile CAD User site license limited to Hall County governmental departments and agencies. Municipal, independent, or other governmental agencies that are not departments or agencies of Hall County are not included within the 500-user site license and may obtain access separately as provided in this Agreement.

Related Services

As at the Start Date:

- Implementation, Configuration, migration of specified configuration data, Training, Integration Development, Testing, Go-Live, the Post-Go-Live Historical Data Searching Tool, and related implementation services as expressly identified in QU-11266 and the Statement of Work.
- Support: Email tickets may be submitted 24 hours a day and phone support will typically be available Monday through Friday from 8AM PST/PDT to 6PM PST/PDT. Emergency support can be requested by the Client's representative signing this Agreement or an authorized designee notified in writing by Client.

Fees and Payment Terms**SaaS Service Plan**

Service	Service Fees	Contract Years Billed	Invoice Date
ONE-TIME SETUP / IMPLEMENTATION FEES			
Implementation & Project Management; Configuration & Development; migration of call types, unit types, and radio channels; two (2) days on-site training	\$40,000	Year 1	Per SOW Billing Milestone Schedule
Post-Go-Live Historical Data Searching Tool — one (1) CentralSquare database, previous thirty-six (36) months	\$35,000	Year 1	Per SOW Billing Milestone Schedule
Initial NCIC Setup & GCIC Integration (CommSys ConnectCIC) — Basic Inquiries + WMPI + applicable nationwide data parsing	\$40,000	Year 1	Per SOW Billing Milestone Schedule
Additional ConnectCIC Setup — Gainesville PD, Oakwood PD, Flowery	\$6,000	Year 1	Per SOW Billing Milestone Schedule

Branch PD, and Hall
County Sheriff's Office (4
agencies)

Flock ALPR Integration	\$2,500	Year 1	Per SOW Billing Milestone Schedule
Intrado ANI/ALI Integration	\$18,750	Year 1	Per SOW Billing Milestone Schedule
Cradlepoint AVL Integration	\$2,500	Year 1	Per SOW Billing Milestone Schedule
Pepwave AVL Integration	\$2,500	Year 1	Per SOW Billing Milestone Schedule
Axon Bodycam Integration — Send CAD Data	\$5,000	Year 1	Per SOW Billing Milestone Schedule
ESO CAD Export Integration	\$2,500	Year 1	Per SOW Billing Milestone Schedule
ImageTrend CAD Export Integration	\$2,500	Year 1	Per SOW Billing Milestone Schedule
RapidSOS Integration	\$0 (100% discounted from \$5,000)	Year 1	Included
Prepared Integration	\$5,000	Year 1	Per SOW Billing Milestone Schedule
EPR FireWorks RMS Integration — CAD Data Export	\$5,000	Year 1	Per SOW Billing Milestone Schedule
Axon RMS Integration — CAD Data Export	\$2,500	Year 1	Per SOW Billing Milestone Schedule
CentralSquare RMS Integration — CAD Data Export	\$5,000	Year 1	Per SOW Billing Milestone Schedule
SmartCop / SmartRMS Integration — CAD Data Export	\$5,000	Year 1	Per SOW Billing Milestone Schedule

Commented [MD1]: Pending removal upon receipt of
written confirmation from Gainesville PD.

Commented [MD1R2]: Commented [KR1R2]: Agreed.
We will leave this item in place pending written
confirmation from Gainesville PD. If removal is confirmed,
we will update QU-11266, the applicable integration scope,
and the related pricing/totals accordingly.

SSI / InterOpRMS Integration — CAD Data Export	\$5,000	Year 1	Per SOW Billing Milestone Schedule
Motorola CCA / RTCC Integration — CAD Data Export	\$5,000	Year 1	Per SOW Billing Milestone Schedule
Axon Fusus / RTCC Integration — CAD Data Export	\$2,500	Year 1	Per SOW Billing Milestone Schedule
First Arriving Station Alerting Integration	\$5,000	Year 1	Per SOW Billing Milestone Schedule
Active911 Integration	\$0 (100% discounted from \$5,000)	Year 1	Included
Priority Dispatch ProQA Medical Integration Implementation	\$20,000	Year 1	Per SOW Billing Milestone Schedule
Total One-Time Setup / Implementation Fees	\$217,250	Year 1	Per SOW Billing Milestone Schedule
ANNUAL SAAS / MAINTENANCE FEES			
70 Full CAD / Dispatch User Licenses — Hall County E- 911/Communications	\$66,500/ year	Years 1–5	Contract Year 1: Upon achievement of Billing Milestone 2 – Core System Availability; Contract Years 2–5: annually thereafter on each anniversary of the Start Date
500 Field / Mobile CAD User Site License — Hall County Agencies Only	\$100,000/ year	Years 1–5	Contract Year 1: Upon achievement of Billing Milestone 2 – Core System Availability; Contract Years 2–5: annually thereafter on

each anniversary of the
Start Date

NCIC / GCIC Maintenance
& Support

\$12,000/
year

Years 1-5

Contract Year 1: Upon
achievement of Billing
Milestone 2 – Core
System Availability;
Contract Years 2-5:
annually thereafter on
each anniversary of the
Start Date

NCIC / GCIC Additional
Agency Maintenance &
Support — 4 Agencies

\$2,400/
year

Years 1-5

Contract Year 1: Upon
achievement of Billing
Milestone 2 – Core
System Availability;
Contract Years 2-5:
annually thereafter on
each anniversary of the
Start Date

ANI/ALI Integration
Maintenance & Support

\$4,750/
year

Years 1-5

Contract Year 1: Upon
achievement of Billing
Milestone 2 – Core
System Availability;
Contract Years 2-5:
annually thereafter on
each anniversary of the
Start Date

CentralSquare RMS
Integration Maintenance

\$2,500/
year

Years 1-5

Contract Year 1: Upon
achievement of Billing
Milestone 2 – Core
System Availability;
Contract Years 2-5:
annually thereafter on
each anniversary of the
Start Date

SmartCop / SmartRMS Integration Maintenance	\$2,500/ year	Years 1-5	Contract Year 1: Upon achievement of Billing Milestone 2 – Core System Availability; Contract Years 2-5: annually thereafter on each anniversary of the Start Date
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SSI / InterOpRMS Integration Maintenance	\$2,500/ year	Years 1-5	Contract Year 1: Upon achievement of Billing Milestone 2 – Core System Availability; Contract Years 2-5: annually thereafter on each anniversary of the Start Date
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Priority Dispatch ProQA Medical Integration Maintenance	\$5,000/ year	Years 1-5	Contract Year 1: Upon achievement of Billing Milestone 2 – Core System Availability; Contract Years 2-5: annually thereafter on each anniversary of the Start Date
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Total Annual Recurring Fees	\$198,150/y ear	Years 1-5
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TOTAL CONTRACT YEAR 1	\$415,400	Year 1
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- Five-Year Term and Allocation of Fees. This Agreement has a five (5) year Term beginning October 1, 2026 and ending September 30, 2031. For billing purposes, "Contract Year" means each successive twelve (12) month period beginning on the Start Date or an anniversary thereof. Contract Year 1 recurring SaaS, license, maintenance, and support fees will be invoiced upon achievement of Billing Milestone 2 – Core System Availability, as defined in the SOW. This deferral of Contract Year 1 recurring

fee invoicing is an invoicing accommodation only and does not modify the Start Date, End Date, Contract Year boundaries, recurring fee amounts, or five-year Term. One-time Setup / Implementation Fees will be invoiced in accordance with the Implementation and Billing Milestone Schedule set forth in the SOW. Recurring fees for Contract Years 2 through 5 will be invoiced annually on each anniversary of the Start Date.

- External Agency Field / Mobile Users. The 500-user Field / Mobile CAD site license applies solely to Hall County governmental departments and agencies. Municipal, independent, or other governmental agencies that are not departments or agencies of Hall County are not included within the 500-user site license. Such External Agencies may purchase Field / Mobile CAD licenses directly from Supplier at \$200 per unique user per year, will be invoiced directly by Supplier on Net 30 terms, and will not consume Hall County's 500-user allocation. Hall County shall have no responsibility for fees invoiced directly to an External Agency.
- Referral/marketing partner preferred pricing has been applied (Hall County 911 agrees to be a reference/testimonial as needed)
- Non-Recurring Engineering fees may be applied for major feature requests/development and will require an agreement from the client (in writing) prior to any development.
- NCIC access for the Gainesville Police Department, Oakwood Police Department, Flowery Branch Police Department, and Hall County Sheriff's Office.
- Requires vendor collaboration for data sharing/integrations.
- See the provided quote for more information.

Invoice/Payment Terms

- 1) Net 30 terms for payment after invoice sent
- 2) Undisputed amounts remaining unpaid more than sixty (60) days after the applicable due date may accrue interest at 1.5% per month, or the maximum lawful rate if lower.
- 3) Undisputed amounts remaining unpaid more than ninety (90) days after the applicable due date may result in suspension of affected Services following reasonable written notice and subject to applicable law.

Overdue amounts and service suspension are governed by Section B and applicable law.

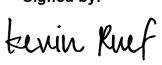
Related Services

Additional Related Services may be requested by the Client during the Term and additional Fees may apply. See the applicable Statement of Work and QU-11266.

Website <https://www.10-8systems.com/>

Email addresses for notice **Supplier**
support@10-8systems.com
Client
aletson@hallcounty.org

SIGNED for and on behalf of 10-8 Systems LLC (the Supplier):

Signed by:

A623DF43DA184C4...

Authorized signatory

Kevin Ruef

Print full name

9/18/2026

Date

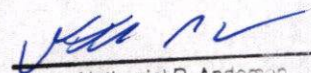
SIGNED for and on behalf of Hall County (the Client):

Authorized signatory

Print full name

Date

APPROVED AS TO FORM



Nathaniel R. Anderson,
Senior Assistant County Attorney

Agreement	Section A (Agreement and Key Details, including the cover page and signature clauses) and Section B (General Terms).
Confidential Information	the non-public information obtained from the other party in the course of, or in connection with, the Agreement that is marked or otherwise identified as confidential, or that reasonably should be understood to be confidential based on the nature of the information and circumstances of disclosure. Supplier's Confidential Information includes Intellectual Property owned by Supplier or its licensors, including the 10-8 Systems Software, Underlying Systems, non-public technical information, software, source code, object code, system architecture, security information, API specifications, integration specifications, implementation materials, product roadmaps, business methods, know-how, trade secrets, pricing methodology, discount rationale, and confidential commercial or financial information. Client's Confidential Information includes Data, Fees, payment terms, and assumed contract terms are not Confidential Information to the extent disclosure is required by applicable public records or other disclosure law; however, non-public cost models, pricing methodology, discount rationale, security information, technical materials, and trade secrets remain Confidential Information to the extent protected by applicable law.
Data	all data, content, and information, including Personal Information, owned, held, used, or created by or on behalf of Client or Participating Agencies that is stored using, or inputted into, the Services, excluding Analytical Data.
End Date	the end date set out in the Key Details.
External Agency	a municipal, independent, or other governmental public safety agency that is not a department or agency of Hall County and that obtains access to the shared System pursuant to a separate order, invoice, participation document, or other written authorization from Supplier. External Agency users are not included within Client's 500-user Field / Mobile CAD site-license allocation unless expressly stated otherwise.
Fees	the fees set out in the Key Details, as updated from time to time in accordance with clause 5.4.
Force Majeure	an event that is beyond the reasonable control of a party, excluding: ▲ an event to the extent that it could have been avoided by a party taking reasonable steps or reasonable care; or ▲ lack of funds for any reason.
Intellectual Property Rights	includes copyright and all rights existing anywhere in the world conferred under statute, common law or equity relating to inventions (including patents), registered and unregistered trademarks and designs, circuit layouts, data and databases, confidential information, know-how, and all other rights resulting from intellectual activity. Intellectual Property has a consistent meaning, and includes any enhancement, modification or derivative work of the Intellectual Property.
Key Details	the Agreement specific details set out in Section A of the Agreement.

SECTION B: GENERAL TERMS

1 INTERPRETATION

1.1 Definitions: In the Agreement, the following terms have the stated meaning:

Term	Meaning
10-8 Systems Software	the software owned by the Supplier (and its licensors) that is used to provide the SaaS Service.

Objectionable	includes being objectionable, defamatory, obscene, harassing, threatening, harmful, or unlawful in any way.
Participating Agencies	Hall County governmental departments and agencies authorized by Client and Supplier to access or use the Services under Client's licensed user allocation, as identified in the applicable Statement of Work, quote, onboarding list, or other written authorization approved by Client and Supplier.
Payment Terms	the payment terms set out in the Key Details (if any).
Permitted Users	those personnel of Client and Participating Agencies who are authorized by Client to access and use the Services in accordance with this Agreement and the applicable End User License Agreement.
Personal Information	information relating to an identified or identifiable individual that is protected as personal information, personal data, or a similar category under applicable privacy law.
Related Services	any related service described in the Key Details and any further services that the Supplier agrees to provide to the Client under the Agreement.
SaaS Service	the service having the core functionality described in the Key Details. <i>[The SaaS Service is described in more detail on the Website, as the Website is updated from time to time.]</i>
Services	the SaaS Service and any Related Service.
Start Date	the start date set out in the Key Details.
Underlying Systems	the 10-8 Systems Software, IT solutions, systems and networks (including software and hardware) used to provide the Services, including any third party solutions, systems and networks.
User	a unique login for each person accessing the system.
Website	the internet site at the domain set out in the Key Details, or such other site notified to the Client by the Supplier.
Year	a 12 month period starting on the Start Date or the anniversary of that date.

1.2 Interpretation: In the Agreement:

- a clause and other headings are for ease of reference only and do not affect the interpretation of the Agreement;
- b words in the singular include the plural and vice versa;
- c a reference to:
 - i a party to the Agreement includes that party's permitted assigns;
 - ii personnel includes officers, employees, contractors and agents, but a reference to the Client's personnel does not include the Supplier;
 - iii a person includes an individual, a body corporate, an association of persons (whether corporate or not), a trust, a government department, or any other entity;

- iv including and similar words do not imply any limit; and
- v a statute includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them;
- d no term of the Agreement is to be read against a party because the term was first proposed or drafted by that party; and
- e if there is any conflict between Section A and Section B of the Agreement, Section A prevails. With respect to pricing, licensed products, user quantities, agency entitlements, integrations, and implementation scope, QU-11266 and the applicable Statement of Work shall control over a more general provision of Section B.

2 SERVICES

2.1 General: The Supplier must use reasonable efforts to provide the Services:

- a in accordance with the Agreement and applicable law;
- b exercising reasonable care, skill and diligence; and
- c using suitably skilled, experienced and qualified personnel.

2.2 Non-exclusive: The Supplier's provision of the Services to the Client is non-exclusive. Nothing in the Agreement prevents the Supplier from providing the Services to any other person.

2.3 Availability:

- a Subject to this Agreement, including the Service Level Agreement set forth in clause 2.4, Supplier will provide the SaaS Service on a 24/7 basis. However, the SaaS Service may occasionally be unavailable for scheduled or emergency maintenance, development activity, Force Majeure, or other circumstances permitted under this Agreement. Supplier will use reasonable efforts to provide advance notice of scheduled maintenance where reasonably practicable and reasonable notice of material unplanned service interruptions as appropriate under the circumstances.
- b Through the use of web services and APIs, the SaaS Service interoperates with a range of third party service features. The Supplier does not make any warranty or representation on the availability of those features. Without limiting the previous sentence, if a third party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, the Supplier may cease to make available that feature to the Client. To avoid doubt, if the Supplier exercises its right to cease the availability of a third party feature, the Client is not entitled to any refund, discount or other compensation.
- c The Supplier reserves the right, in its sole discretion, to make any changes to the Services and the Underlying Systems that it deems necessary or useful to: (i) maintain or enhance: (A) the quality or delivery of the Supplier's services to its customers; (B) the competitive strength of or market for the Supplier's services; or (C) the Services' cost efficiency or performance; or (ii) to comply with applicable law.

2.4 Service Level Agreements (SLAs): The service levels applicable to the SaaS Service are set forth below and form part of this Agreement.

- a The Service Level Agreement ("SLA") set forth in this Section applies to Supplier-controlled production Services, system components, APIs, integrations, support services, and performance obligations expressly identified in this Agreement, QU-11266, or the applicable Statement of Work. Supplier shall:
 - i Make the production CAD system available on a 24-hour-per-day, 7-day-per-week, 365-day-per-year basis, subject to the applicable uptime commitments and SLA Measurement and Exclusions set forth in this Section, with support provided in accordance with this SLA and the support provisions of this Agreement.
 - ii Maintain the CAD system to support real-time emergency dispatch operations in accordance with the availability and performance standards established herein.

iii Meet the applicable functional, technical, operational, support, and reporting requirements expressly identified in this Agreement, QU-11266, or the applicable Statement of Work.

iv Maintain compliance with applicable regulatory, security, privacy, and data-management requirements to the extent applicable to Supplier's provision of the Services.

b System Availability

i System availability shall be measured against the applicable service window and calculated subject to the SLA Measurement and Exclusions set forth in subsection (d) below. Supplier shall maintain the following minimum system availability levels:

Service Component	Service Window	Uptime Commitment
CAD Application	24/7/365	99.9%
CAD Mobile Interface	24/7/365	99.5%
Supplier-Controlled API & Integration Components	24/7/365	99.5%
Reporting	24/7/365	99.5%

C Incident Response, Service Restoration, and Resolution

i Supplier shall provide timely response, troubleshooting, escalation, service restoration, and resolution for incidents affecting Supplier-controlled portions of the CAD system, related Services, interfaces, or integrations. Incidents shall be classified based on their operational impact and handled in accordance with the following target service levels. Supplier will use commercially reasonable efforts to meet the Target Initial Response Times and Target Service Restoration Times set forth below. These timeframes are service objectives and do not constitute a warranty or guarantee that every incident will be acknowledged, restored, or permanently resolved within the stated period:

Service Level Description	Incident Classification	Target Initial Response Time	Target Service Restoration Time
Critical (P1)	System-wide failure or outage that affects or prevents dispatch operations.	15 minutes	4 hours
High (P2)	Loss or significant impairment of major system functionality (e.g., failure of the mobile CAD)	30 minutes	8 hours
Medium (P3)	Issue affecting a non-critical system component or function that does not prevent primary dispatch operations	6 hours	2 business days
Low (P4)	Minor defects or cosmetic issues that do not materially affect system operation	1 business day	

Incident severity will initially be determined based on the reported operational impact and the classifications set forth above. Supplier may reasonably reclassify an incident based on its actual demonstrated impact, provided Supplier communicates the reclassification to Client. Multiple reports arising from the same underlying event will be treated as a single incident for SLA measurement purposes.

ii Target Initial Response Time means the elapsed time between Supplier's receipt of a properly submitted incident notification through the applicable designated support or emergency-support channel and Supplier's acknowledgment of the incident and initiation of the applicable incident-response or escalation workflow. An acknowledgment generated by Supplier's designated support system will constitute an Initial Response where the acknowledgment confirms receipt of the incident, creates or updates an incident record, and initiates the applicable support or escalation workflow. A generic delivery receipt that does not initiate such workflow will not constitute an Initial Response.

▲ SLA timing begins when Supplier receives the incident through the applicable designated support or emergency-support channel with reasonably sufficient information to

identify the affected Service and reported operational impact.

Supplier will provide Client with the applicable designated support and emergency-support channels at or before Production Go-Live and may update such channels from time to time upon reasonable notice to Client.

▲ P1 Target Initial Response Time commitments apply 24/7/365 when properly submitted through Supplier's designated emergency-support channel. P2 Target Initial Response Time commitments apply 24/7/365 where the incident materially affects emergency communications or dispatch operations. P2 incidents that do not materially affect emergency communications or dispatch operations, and all P3 and P4 incidents, will have response and restoration periods measured during Supplier's normal business-support hours. For purposes of this SLA, "normal business-support hours" means Monday through Friday, 8:00 AM to 6:00 PM Pacific Time, excluding Supplier-observed holidays. A "business day" means a weekday on which Supplier is open for normal business operations, excluding Supplier-observed holidays. SLA time measured in business hours or business days pauses outside those periods and resumes at the beginning of the next applicable business-support period.

iii Target Service Restoration Time means the service objective measured from Supplier's receipt of a properly submitted incident notification through the applicable designated support or emergency-support channel to restoration of the affected Supplier-controlled service to normal operation or implementation of a commercially reasonable workaround that restores the affected operational capability. Supplier will use commercially reasonable efforts to achieve the applicable Target Service Restoration Time. Measurement excludes periods during which restoration is materially dependent upon Client or third-party action, access, approval, testing, remediation, availability, or cooperation.

iv Implementation of a workaround or other temporary corrective measure shall not constitute final resolution of an incident. Following restoration of service, Supplier shall continue to investigate and correct the underlying cause of the incident to the extent the underlying cause is within Supplier's reasonable control, until a permanent resolution has been implemented or the Parties reasonably determine that further corrective action depends upon a third party.

v For all Critical (P1) incidents properly reported through Supplier's designated emergency-support channel, Supplier shall provide continuous support and troubleshooting on a 24/7 basis until the affected Supplier-controlled service has been restored or a commercially reasonable workaround has been implemented. For High (P2) incidents that materially affect emergency communications or dispatch operations, Supplier shall continue active support and troubleshooting until the affected Supplier-controlled service has been restored or a commercially reasonable workaround has been implemented. The Target Service Restoration Times above are service objectives and do not limit Supplier's obligation under this subsection to continue reasonable restoration efforts for qualifying P1 and P2 incidents.

vi The Supplier shall keep Client reasonably informed of the status of P1 and P2 incidents throughout the restoration process, including the nature of the issue, actions being taken, anticipated restoration time when reasonably known, and any available workaround.

▲ For Critical (P1) incidents attributable to a Supplier-controlled component, upon Client's reasonable request, Supplier will provide a written root cause analysis within ten (10) business days following service restoration, or such longer period as reasonably necessary for a complex incident. The root cause analysis will describe the cause of the incident, corrective actions taken, and measures implemented or recommended to reduce recurrence, but need not disclose information that Supplier reasonably determines is security-sensitive, privileged, confidential, or proprietary.

▲ Supplier shall not close a P1 or P2 incident solely because service has been temporarily restored. The incident shall remain open, or otherwise remain actively tracked, until the underlying Supplier-controlled issue has been permanently resolved, responsibility for the remaining

issue has been identified as a third-party dependency, or Client has agreed that no further corrective action is required.

d SLA Measurement, Reporting, and Exclusions

i **Service Boundary and Excluded Downtime.** Availability commitments apply only to Supplier-controlled production Services and shall be measured at Supplier's service boundary. SLA commitments do not apply to sandbox, training, demonstration, development, testing, beta, preview, or other non-production environments or functionality.

Availability calculations shall exclude scheduled maintenance; emergency maintenance reasonably necessary to protect or restore the Services; maintenance or downtime requested or approved by Client; failures or degradation of Client, Participating Agency, or External Agency systems, networks, devices, hardware, local power, browsers, endpoints, firewalls, proxies, VPNs, DNS services, local or wide-area networks, or connectivity; telecommunications, carrier, or Internet service providers; governmental systems or networks; failures, outages, service degradation, capacity constraints, or other unavailability of third-party applications, APIs, interfaces, data sources, systems, networks, cloud infrastructure providers, hosting providers, or managed service providers, including compute, database, storage, networking, identity, DNS, and similar third-party infrastructure services, to the extent such condition is outside Supplier's reasonable control; Force Majeure events; and unauthorized use, configuration, modification, or access not caused by Supplier.

An inability of Client, a Participating Agency, an External Agency, or any individual user to access or use the Services due to a condition outside Supplier's service boundary will not constitute unavailability where the applicable Supplier-controlled production Service remains available at Supplier's service boundary.

For purposes of this SLA, "Supplier's service boundary" means the external-facing endpoint or other applicable delivery boundary at which the Supplier-controlled production Service is made available from Supplier's hosting environment. "Excluded Downtime" means any period excluded from availability calculations under this subsection (d). "Unavailable Minutes" means minutes during which the applicable Supplier-controlled production Service is materially unavailable at Supplier's service boundary, excluding Excluded Downtime.

ii **Measurement.** Availability will be calculated separately for each applicable production Service Component on a calendar-month basis as follows: (total minutes in the applicable Service Window, less Excluded Downtime, less Unavailable Minutes) divided by (total minutes in the applicable Service Window, less Excluded Downtime), multiplied by 100.

Supplier will be responsible for measuring availability using its production monitoring systems, application telemetry, incident records, and service logs. Supplier's records will be the primary source for determining availability and SLA performance, subject to correction for manifest error. Client-reported incidents may be considered in determining availability but will not, standing alone, establish that a Supplier-controlled Service was unavailable.

Degraded performance will constitute Unavailable Minutes only where the applicable Supplier-controlled production Service is materially unable to perform its primary intended function; intermittent latency, isolated user errors, or degradation that does not materially prevent the primary intended function will not constitute unavailability.

iii **SLA Reporting.** Supplier will maintain records reasonably sufficient to calculate SLA performance. Upon Client's reasonable written request, Supplier will provide a summary of SLA performance for the requested period within fifteen (15) business days. Unless otherwise agreed in writing, Supplier is not required to provide recurring, real-time, or automatically generated SLA reports.

Any request by Client to review or dispute an SLA measurement must be submitted in writing within sixty (60) days after the end of the calendar month in which the claimed SLA failure occurred

and must include reasonably sufficient information regarding the affected Service, date, time, duration, and reported operational impact. Absent timely notice or manifest error, Supplier's applicable monitoring and service records will control.

iv **Third-Party Infrastructure and Integrations.** Supplier's SLA commitments apply only to components within Supplier's reasonable control and do not constitute a warranty or guarantee regarding the availability, performance, response time, restoration, or continued operation of any third-party application, API, interface, network, cloud infrastructure provider, hosting provider, managed service, governmental system, or other third-party service provider.

Where an incident is caused or materially contributed to by a third-party infrastructure or managed service provider, including a cloud computing, database, storage, networking, DNS, identity, or similar provider, the affected period will constitute Excluded Downtime to the extent the incident is outside Supplier's reasonable control.

For clarity, Excluded Downtime will not include an incident to the extent caused by Supplier's own software defect, configuration error, failure to maintain commercially reasonable capacity, or other act or omission within Supplier's reasonable control, even if the affected Service operates on third-party infrastructure.

Supplier will use commercially reasonable efforts to monitor, escalate, mitigate, fail over where reasonably available and appropriate, and restore affected Services notwithstanding such third-party incident.

v **Response and Restoration Measurement.** Target Initial Response Time commitments begin when Supplier receives a properly submitted incident through the applicable designated support or emergency-support channel with reasonably sufficient information to identify the affected Service and reported operational impact. Target Service Restoration Time measurement excludes periods during which restoration is materially dependent upon Client or third-party action, access, testing, approval, remediation, availability, credentials, documentation, or cooperation.

vi **Effect of SLA Misses.** Any claimed failure to meet an SLA remains subject to the notice-and-cure provisions, Force Majeure provisions, limitations of liability, and other applicable terms of this Agreement. Failure to achieve an SLA commitment during a single incident or measurement period will not, standing alone, constitute a material breach of this Agreement. A material or recurring failure to achieve applicable SLA commitments will remain subject to the notice-and-cure provisions and other remedies expressly available under this Agreement.

2.5 **Additional Related Services:**

- a The Supplier may, from time to time, make available additional services to supplement the SaaS Service.
- b At the request of the Client and subject to the Client paying the applicable Fees, the Supplier may agree to provide to the Client an additional Related Service on the terms of the Agreement.

3 **CLIENT OBLIGATIONS**

3.1 **General use:** The Client and its personnel must:

- a use the Services in accordance with the Agreement solely for:
- i Client's and Participating Agencies' internal government, public safety, emergency communications, law enforcement, fire, EMS, emergency management, and related governmental purposes; and
- ii other government purposes required by the law of the Client's jurisdiction; and

- b not resell or make available the Services to any third party, or otherwise commercially exploit the Services.
- 3.2 **Access conditions:** When accessing the SaaS Service, Client, Participating Agencies, and their respective personnel must:
- a not impersonate another person or misrepresent authorization to act on behalf of others or the Supplier;
- b correctly identify the sender of all electronic transmissions;
- c not attempt to undermine the security or integrity of the Underlying Systems;
- d not use, or misuse, the SaaS Service in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the SaaS Service;
- e not attempt to view, access or copy any material or data other than:
- i that which the Client is authorized to access; and
- ii to the extent necessary for the Client and its personnel to use the SaaS Service in accordance with this Agreement;
- f neither use the SaaS Service in a manner, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is Objectionable, incorrect or misleading; and
- g comply with any terms of use on the Website, as updated from time to time by the Supplier.
- 3.3 **Personnel:**
- a Without limiting clause 3.2, no individual other than a Permitted User may access or use the SaaS Service.
- b The Client may authorize members of Client's personnel and Participating Agencies' personnel to be Permitted Users, in which case the Client will set up a unique account with the Permitted User's name and other information that the Supplier reasonably requires in relation to the Permitted User.
- c The Client must procure each Permitted User's compliance with clauses 3.1 and 3.2 and any other reasonable condition notified by the Supplier to the Client.
- d The use of the SaaS Service by any of the Client's personnel, Participating Agencies, and Participating Agencies' personnel (including, to avoid doubt, a Permitted User) shall be subject to the Supplier's end user license agreement, as updated from time to time by the Supplier.
- e A breach of any term of the Agreement or the end user license agreement by the Client's personnel, Participating Agencies, and Participating Agencies' personnel (including, to avoid doubt, a Permitted User) is deemed to be a breach of the Agreement by the Client.
- 3.4 **Authorizations:** The Client is responsible for procuring all licenses, authorizations and consents required for Client, Participating Agencies, and their respective personnel to use the Services, including to use, store and input Data into, and process and distribute Data through, the Services.
- 3.5 **Client Indemnity:** To the extent permitted by applicable law, the Client shall hold harmless the Supplier from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) resulting from any third-party claim, suit, action, or proceeding based on the Client's, or any Permitted User's: (i) negligence or willful misconduct; (ii) use of the 10-8 Systems Software or the Services in a manner not authorized or contemplated by this Agreement; (iii) use of the 10-8 Systems Software or the Services in combination with data, software, hardware, equipment, or technology not provided by the Supplier or authorized by the Supplier in writing; (iv) modifications to the 10-8 Systems Software or the Services not made by the Supplier; or (v) use of any version other than the most current version of the 10-8 Systems Software or the Services delivered to the Client.
- 4 **DATA**
- 4.1 **Supplier access to Data:**
- a The Client acknowledges that:
- i the Supplier may require access to the Data to exercise its rights and perform its obligations under the Agreement; and
- ii to the extent that this is necessary but subject to clause 7, the Supplier may authorize a member or members of its personnel to access the Data for this purpose.
- b The Client must arrange all consents and approvals that are necessary for the Supplier to access the Data as described in clause 4.1a.
- 4.2 **Analytical Data:** The Client acknowledges and agrees that:
- a the Supplier may:
- i use anonymous data, content, and information relating to the Client's and the Client's end users' use of the Services to generate anonymized and aggregated statistical and analytical data ("Analytical Data"); and
- ii use Analytical Data for the Supplier's internal research and product development purposes and to conduct statistical analysis and identify trends and insights.
- b the Supplier's rights under clause 4.2a above will survive termination of expiry of the Agreement; and
- c title to, and all Intellectual Property Rights in, anonymous Analytical Data is and remains the Supplier's property.
- 4.3 **Personal Information; Data Security:**
- a The Supplier will employ security measures in accordance with the Supplier's data privacy and security policy as amended from time to time, a current copy of which is available at <https://go.10-8systems.com/privacy-policy.php>.
- b The Client has and will retain sole responsibility for: (i) all Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of the Client or any Permitted User in connection with the Services; (iii) the Client's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by the Client or through the use of third-party services ("Client Systems"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Services directly or indirectly by or through the Client Systems or its or its Permitted Users' access credentials, with or without the Client's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.
- c The Client shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Data, including the uploading or other provision of Data for processing by the Services.
- d The Client acknowledges and agrees that to the extent Data contains Personal Information, in collecting, holding and processing that information through the Services, the Supplier is acting as an agent of the Client for the purposes of any applicable privacy law.
- e The Client must obtain all necessary consents from the relevant individual to enable the Supplier to collect, use, hold and process that information in accordance with the Agreement.
- 4.4 **Backups of Data:** Supplier will use commercially reasonable measures consistent with its standard backup and disaster recovery procedures to maintain backups of Data stored using the Services. Client may, at its discretion, maintain separate backup copies of Data available to Client. Supplier's backups are maintained for service continuity and disaster recovery purposes and are not intended to replace Client's independent records.

retention, archival, legal-preservation, or similar obligations under applicable law or Client policy.

- 4.5 **Data Indemnity:** To the extent permitted by law, the Client indemnifies the Supplier against any liability, claim, proceeding, cost, expense (including reasonable attorneys' fees and legal costs) and loss of any kind arising from any actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectively, incorrect or misleading.

5 FEES

- 5.1 **Fees:** The Client must pay to the Supplier the Fees.

- 5.2 **Invoicing and payment:**

a The Supplier will provide the Client with valid tax invoices on the dates set out in the Payment Terms, or if there are none, monthly in arrears for the Fees due in the previous month.

b The Fees exclude tax, which the Client must pay on taxable supplies under the Agreement.

c The Client must pay the Fees:

i on the dates set out in the Payment Terms, or if there are none, by the 20th of the month following the date of invoice; and

ii electronically in cleared funds without any set off or deduction.

- 5.3 **Overdue amounts:** The Supplier may charge interest on overdue amounts at the rate stated in the Key Details, or, if no rate is stated, at the maximum law full rate reasonably selected by Supplier, in each case not to exceed the maximum rate permitted by applicable law.

- 5.4 **Fee Adjustments:**

a Recurring License Fees, Maintenance Fees, and other recurring Service Fees identified in the Key Details shall remain fixed during the Initial Term, except that:

i Fees may be adjusted to reflect net-new Users, External Agency Users, integrations, modules, professional services, change requests, or other additional Services expressly requested or approved in writing by the applicable purchasing entity;

ii Fees may be adjusted to pass through new or increased taxes, regulatory surcharges, third-party licensing fees, royalty fees, certification fees, or other third-party charges imposed after the Effective Date and outside Supplier's reasonable control, provided Supplier gives reasonable prior written notice and supporting information; and

iii Nothing in this Section requires Supplier to perform material additional development, redevelopment, integration work, or expanded scope without a mutually agreed change order where required under the applicable Statement of Work.

6 INTELLECTUAL PROPERTY

- 6.1 **Ownership and License:**

a Subject to clause 6.1b, title to, and all Intellectual Property Rights in, the Services, the Website, and all Underlying Systems is and remains the property of the Supplier (and its licensors). The Client must not contest or dispute that ownership, or the validity of those Intellectual Property Rights.

b Title to, and all Intellectual Property Rights in, the Data (as between the parties) remains the property of the Client. The Client grants the Supplier a worldwide, non-exclusive, fully paid up, transferable, irrevocable license to use, store, copy, modify, make available and communicate the Data for any purpose in connection with the exercise of its rights and performance of its obligations in accordance with the Agreement.

c Subject to the terms and conditions of this Agreement and the end user license agreement, the Supplier hereby grants the Client a non-exclusive, non-sublicensable, and non-transferable license during the Term to use the 10-8

Systems Software solely for Client's and Participating Agencies' internal government, public safety, emergency communications, law enforcement, fire, EMS, emergency management, and related governmental purposes up to the number of Permitted Users set forth in the Key Details. The total number of Permitted Users will not exceed the number set forth in the Key Details, except as expressly agreed to in writing by the parties and subject to any appropriate adjustment of the license fees payable hereunder. The Supplier reserves all rights not expressly granted to the Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to the Client, any Participating Agency, any Permitted User, or any third party any Intellectual Property Rights or other right, title, or interest in or to the SaaS Services or any of the Underlying Systems.

d The Client shall not use the 10-8 Systems Software or the Services for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, the Client shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the 10-8 Systems Software or the Services, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the 10-8 Systems Software or the Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the 10-8 Systems Software, in whole or in part; (iv) remove any proprietary notices from the 10-8 Systems Software or the Services; or (v) use the 10-8 Systems Software or the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

6.2 **Know-how:** In furtherance of the foregoing, the Client hereby unconditionally and irrevocably grants to the Supplier an assignment of all right, title, and interest in and to all Intellectual Property Rights relating to the Services, the Website, or any Underlying System. To the extent such assignment is not effective for the Supplier to own such Intellectual Property Rights, the Client grants the Supplier a royalty-free, transferable, irrevocable, fully paid-up, worldwide and perpetual license to any know-how, techniques, ideas, methodologies, and similar Intellectual Property Rights used by the Supplier as part of the Services, the Website, or any Underlying System.

6.3 **Feedback:** If the Client provides the Supplier with ideas, comments or suggestions relating to the Services or Underlying Systems (together feedback):

a all Intellectual Property Rights in that feedback, and anything created as a result of that feedback (including new material, enhancements, modifications or derivative works), are owned solely by the Supplier; and

b the Supplier may use or disclose the feedback for any purpose.

6.4 **Third party sites and material:** The Supplier may from time to time in its discretion engage third parties to perform Services. The Client acknowledges that the SaaS Service may link to third party websites or feeds that are connected or relevant to the SaaS Service. Any link from the SaaS Service does not imply any Supplier endorsement, approval or recommendation of, or responsibility for, those websites or feeds or their content or operators. To the maximum extent permitted by law, the Supplier excludes all responsibility or liability for those websites or feeds.

6.5 **Third party Intellectual Property Rights to dematry:**

a The Supplier indemnifies the Client against any claim or proceeding brought against the Client to the extent that claim or proceeding alleges that the Client's use of the SaaS Service in accordance with the Agreement constitutes an infringement of a third party's Intellectual Property Rights (IP Claim). The indemnity is subject to the Client:

i promptly notifying the Supplier in writing of the IP Claim;

ii making no admission of liability and not otherwise prejudicing or settling the IP Claim, without the Supplier's prior written consent; and

iii giving the Supplier complete authority and information required for the Supplier to conduct and/or settle the negotiations and litigation relating to the IP Claim. The costs incurred or recovered are for the Supplier's account.

b The indemnity in clause 6.5a does not apply to the extent that an IP Claim arises from or in connection with:

i the Client's breach of the Agreement;

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ii use of the SaaS Service in a manner or for a purpose not reasonably contemplated by the Agreement or otherwise not authorized in writing by the Supplier, or

iii any third party data or any Data.

C If at any time an IP Claim is made, or in the Supplier's reasonable opinion is likely to be made, then in defense or settlement of the IP Claim, the Supplier may (at the Supplier's option):

i obtain for the Client the right to continue using the items which are the subject of the IP Claim, or

ii modify, re-perform or replace the items which are the subject of the IP Claim so they become non-infringing.

7 CONFIDENTIALITY

7.1 **Security:** Each party must, unless it has the prior written consent of the other party:

a keep confidential at all times the Confidential Information of the other party;

b effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorized access or use, and

C disclose the other party's Confidential Information to its personnel or professional advisors on a *need to know* basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, the provisions of clauses 7.1a and 7.1b.

7.2 **Permitted disclosure:** The obligation of confidentiality in clause 7.1 does not apply to any disclosure or use of Confidential Information:

a for the purpose of performing the Agreement or exercising a party's rights under the Agreement;

b required by law (including under the rules of any stock exchange);

C which is publicly available through no fault of the recipient of the Confidential Information or its personnel;

d which was rightfully received by a party to the Agreement from a third party without restriction and without breach of any obligation of confidentiality; or

e by the Supplier if required as part of a *bona fide* sale of its business (assets or shares, whether in whole or in part) to a third party, provided that the Supplier enters into a confidentiality agreement with the third party on terms no less restrictive than this clause 7.

If Client receives a request under applicable public-records, freedom-of-information, or other disclosure law seeking 10-8 Systems Confidential Information, Client will, to the extent legally permitted and reasonably practicable, promptly notify 10-8 Systems in writing and provide a reasonable opportunity for 10-8 Systems to identify information that may be exempt from disclosure, propose redactions, or seek a protective order or other relief at 10-8 Systems' expense. Client will reasonably cooperate with 10-8 Systems in connection with such efforts, but Client is not required to violate applicable law, a court order, or other binding legal requirement. Any disclosure required by applicable law after compliance with this process will not constitute a breach of this Agreement.

8 WARRANTIES

8.1 **Mutual warranties:** Each party warrants that it has full power and authority to enter into and perform its obligations under the Agreement which, when signed, will constitute binding obligations on the warranting party.

8.2 **No implied warranties:** To the maximum extent permitted by law:

a the Supplier's warranties are limited to those set out in the Agreement, and all other conditions, guarantees or warranties whether expressed or implied by statute or otherwise are expressly excluded; and

b the Supplier makes no representation concerning the quality of the Services and does not promise that the Services will:

i meet the Client's requirements or be suitable for a particular purpose, including that the use of the Services will fulfill or meet any statutory role or responsibility of the Client; or

ii be secure, free of viruses or other harmful code, uninterrupted or error free.

8.3 **Consumer Protection Waiver:** The Client agrees and represents that it is purchasing the Services, and entering the Agreement, for the purposes set forth herein and that, to the maximum extent permissible by law, any applicable consumer protection legislation does not apply to the supply of the Services or the Agreement.

8.4 **Limitation of remedies:** Where legislation or rule of law implies into the Agreement a condition or warranty that cannot be excluded or modified by contract, the condition or warranty is deemed to be included in the Agreement. However, the liability of the Supplier for any breach of that condition or warranty is limited, at the Supplier's option, to:

a supplying the Services again; and/or

b paying the costs of having the Services supplied again.

9 LIABILITY

9.1 **Limitation of liability:** TO THE EXTENT ALLOWED BY APPLICABLE LAW LIABILITY SHALL BE LIMITED AS FOLLOWS: EXCEPT FOR FRAUD, IN NO EVENT WILL THE SUPPLIER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (e) COST OF REPLACEMENT GOODS OR SERVICES, OR (f) PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, IN EACH CASE REGARDLESS OF WHETHER THE CLIENT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL THE SUPPLIER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED AN AMOUNT EQUAL TO TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

9.2 **No liability for other's failure:** Neither party will be responsible, liable, or held to be in breach of the Agreement for any failure to perform its obligations under the Agreement or otherwise, to the extent that the failure is caused by the other party failing to comply with its obligations under the Agreement, or by the negligence or misconduct of the other party or its personnel.

9.3 **Mitigation:** Each party must take reasonable steps to mitigate any loss or damage, cost or expense it may suffer or incur arising out of anything done or not done by the other party under or in connection with the Agreement.

10 TERM, TERMINATION AND SUSPENSION

10.1 **Duration:** This Agreement begins on the Start Date and continues through the End Date stated in the Key Details (the "Initial Term"), unless earlier terminated in accordance with this Agreement. Following expiration of the Initial Term, the Parties may renew the Agreement by mutual written agreement.

10.2 **Other termination rights:**

a Either party may, by notice to the other party, immediately terminate the Agreement if the other party:

i breaches any material provision of the Agreement and the breach is not:

▲ remedied within 30 days of the receipt of a notice from the first party requiring it to remedy the breach; or

▲ capable of being remedied;

	ii	becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason; or		C	transmitted, inputted or stored any Data that breaches or may breach the Agreement or any third party right (including Intellectual Property Rights and privacy rights), or that is or may be Objectionable, incorrect or misleading; or
	iii	is unable to perform a material obligation under the Agreement for 30 days or more due to Force Majeure.		d	otherwise materially breached the Agreement, or
	b	If the remedies in clause 6.5c are exhausted without remedying or settling the IP Claim, the Supplier may, by notice to the Client, immediately terminate the Agreement.	11.3	E	shared or allowed others to access the Client's account or login credentials, without the prior written consent of the Supplier.
10.3	Consequences of termination or expiry:				
	a	Termination or expiry of the Agreement does not affect either party's rights and obligations that accrued before that termination or expiry.		a	The Supplier must notify the Client where it restricts or suspends the Client's access, or deletes, edits or removes Data, under clause 11.2.
	b	On termination or expiry of the Agreement, the Client must pay all Fees for Services provided prior to that termination or expiry. No refunds will be provided for unused Services.	12	b	Clause 10.3(d)(i) will not apply to the extent it relates to Data deleted or removed under clause 11.2.
	C	Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination or expiry of the Agreement and subject to clause 10.3d, a party must promptly return to the other party or destroy all Confidential Information of the other party that is in the first party's possession or control.	12.1	DISPUTES	
	d	At any time prior to one month after the date of termination or expiry, the Client may request:	12.1	Good faith negotiations: Before taking any court action, a party must use best efforts to resolve any dispute under, or in connection with, the Agreement through good faith negotiations. The parties agree to negotiate in good faith for a period of no less than 30 days after written notice is given to the other party of the dispute. These efforts must be documented and verifiable (phone records, emails, certified mail).	
	i	a copy of any Data stored using the SaaS Service, provided that the Client pays the Supplier's reasonable costs of providing that copy. On receipt of that request, the Supplier must provide a copy of the Data in a common electronic form. The Supplier does not warrant that the format of the Data will be compatible with any software; and/or	12.2	Obligations continue: Each party must, to the extent possible, continue to perform its obligations under the Agreement even if there is a dispute.	
	ii	deletion of the Data stored using the SaaS Service, in which case the Supplier must use reasonable efforts to promptly delete that Data.	12.3	Right to seek relief: This clause 12 does not affect either party's right to seek urgent interlocutory and/or injunctive relief.	
	iii	To avoid doubt, the Supplier is not required to comply with clause 10.3(d)(i) to the extent that the Client previously requested deletion of the Data.	12.4	Attorney's fee provision: Should it become necessary to place this account with an attorney for collection or litigation, the Supplier shall be entitled to reimbursement of its actual attorneys' fees and costs incurred to the extent permitted by applicable law or another written agreement between the Parties. If it becomes necessary to file suit to collect on an invoice, venue shall be in Hall County, Georgia, unless applicable law requires otherwise. The prevailing party shall be entitled to its reasonable attorneys' fees and costs to the extent permitted by applicable law. Neither party shall be entitled to consequential damages except as expressly noted herein.	
	13 GENERAL				
10.4	Suspension of Services: In the event Client fails to pay an undisputed invoice for more than ninety (90) days after the applicable due date, Supplier may, following reasonable written notice and subject to applicable law, suspend affected Services until the undisputed overdue amount is paid. Supplier may also restrict or suspend Services where reasonably necessary to address a material security threat, unauthorized access, unlawful use, or other material breach presenting an immediate risk to the Services, Supplier, Client, or third parties. Supplier shall not be liable for damages or losses resulting from a suspension properly exercised under this Section.				
11	OBLIGATIONS, RIGHTS AND RESTRICTIONS				
11.1	Obligations continuing: Clauses which, by their nature, are intended to survive termination or expiry of the Agreement, including clauses 3.5, 4.5, 5.3, 6, 7, 9, 10.3, 11, 12 and 13 continue in force.				
11.2	Rights to restrict: Without limiting any other right or remedy available to the Supplier, the Supplier may restrict or suspend the Client's access to the SaaS Service and/or delete, edit or remove the relevant Data if the Supplier considers that the Client, Participating Agencies, or any of their respective personnel has:				
	a	undermined, or attempted to undermine, the security or integrity of the SaaS Service or any Underlying Systems;	13.2	Participating Agencies; No Independent Enforcement Rights. The parties acknowledge that the Services are intended to be used by Client and Participating Agencies authorized by Client under its Intergovernmental Agreement. Participating Agencies and their Permitted Users may receive the benefit of and use the Services solely as authorized by Client and subject to this Agreement and the applicable End User License Agreement. Except for the limited right of Participating Agencies and their Permitted Users to access and use the Services as authorized by Client, this Agreement is for the sole benefit of Supplier and Client. No Participating Agency or other third party shall have any independent right to enforce this Agreement, assert claims directly against Supplier, seek damages, refunds, credits, indemnity, termination, audit rights, service credits, or other remedies, or otherwise expand Supplier's duties, warranties, indemnities, liabilities, or obligations beyond those owed to Client under this Agreement. Client remains the sole contracting party, payment party, notice party, contract administrator, and party authorized to assert or resolve claims with respect to Client and Participating Agencies covered under Client's licensed user allocation. External Agencies separately purchasing licenses from Supplier are responsible for their own fees and payment obligations, and Client shall have no liability for amounts separately invoiced to an External Agency.	
	b	used, or attempted to use, the SaaS Service:			
	i	for improper purposes; or	13.3	Waiver: To waive a right under the Agreement, that waiver must be in writing and signed by the waiving party.	
	ii	in a manner, other than for normal operational purposes, that materially reduces the operational performance of the SaaS Service;	13.4	Independent contractor: Subject to clause 4.3, the Supplier is an independent contractor of the Client, and no other relationship (e.g. joint venture, agency, trust or partnership) exists under the Agreement.	

13.5 **Notices:** A notice given by a party under the Agreement must be delivered to the other party via email using the email address set out in the Key Details or otherwise notified by the other party for this purpose. If the notice is a notice of termination, a copy of that email must be immediately delivered (by hand or courier) to the Chief Executive or equivalent officer of the other party at the other party's last known physical address.

13.6 **Severability:**

a If any provision of the Agreement is, or becomes, illegal, unenforceable or invalid, the relevant provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity.

b If modification under clause 13.6(a) is not possible, the provision must be treated for all purposes as severed from the Agreement without affecting the legality, enforceability or validity of the remaining provisions of the Agreement.

13.7 **Variation:** Subject to clause 5.4, any variation to the Agreement must be in writing and signed by both parties.

13.8 **Entire agreement:** The Agreement sets out everything agreed by the parties relating to the Services, and supersedes and cancels anything discussed, exchanged or agreed prior to the Start Date. The parties have not relied on any representation, warranty or agreement relating to the subject matter of the Agreement that is not expressly set out in the Agreement, and no such representation, warranty or agreement has any effect from the Start Date. Without limiting the previous sentence, the parties agree to contract and that it is fair and reasonable that the parties are bound by this clause 13.8.

13.9 **Subcontracting and assignment:** The Client may not assign, novate, subcontract or transfer any right or obligation under the Agreement without the prior written consent of the Supplier, that consent not to be unreasonably withheld. The Client remains liable for

its obligations under the Agreement despite any approved assignment, subcontracting or transfer. Any assignment, novation, subcontracting or transfer must be in writing.

13.10 **Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, USA, without giving effect to any conflict-of-law provision that would cause the application of the laws of another jurisdiction, except to the extent applicable law requires otherwise. Any action, suit, or other legal or administrative proceeding arising out of or related to this Agreement shall be brought in Hall County, Georgia, except where applicable law requires a different forum. Notwithstanding the foregoing, Supplier may seek temporary, preliminary, or permanent injunctive relief or other equitable relief in any court of competent jurisdiction to prevent or address actual or threatened misuse, unauthorized access, misappropriation, infringement, or disclosure of Supplier's Intellectual Property Rights, Confidential Information, trade secrets, software, systems, security information, or Services.

13.11 **Government rights:** Each of the 10-8 Systems Software and the Services is a "commercial product" as that term is defined at 48 C.F.R. § 2.101 or any similar applicable state or municipal law, rule, or regulation, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212 or any similar applicable state or municipal law, rule, or regulation. Accordingly, if the Client is an agency of the U.S. government, other government or governmental agency, or any contractor thereof, the Client only receives those rights with respect to the 10-8 Systems Software and the Services as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government licensees and their contractors, or (c) the appropriate corollary provisions of any similar applicable state or municipal law, rule, or regulation.

13.12 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmissions), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.



10-8 Systems

End User License Agreement (EULA)

Confidentiality Notice. This EULA and related documentation may contain 10-8 Systems non-public technical, security, product, architecture, software, API, integration, implementation, business process, know-how, trade secret, and confidential commercial information. Such information shall be treated as confidential and protected from disclosure to the extent permitted by applicable law. Nothing in this EULA requires Client to withhold records that must be disclosed under applicable public-records or other disclosure law. Public-records requests involving 10-8 Systems Confidential Information shall be handled in accordance with Section 7.2 of the SaaS Agreement.

END USER LICENSE AGREEMENT

Last updated December 11, 2024

The 10-8 Systems software, hereafter referred to as the "Licensed Application", is licensed to You ("End-User") by 10-8 Systems LLC, located and registered at 27201 Puerta Real, Suite 300, Mission Viejo, California 92691, United States ("Licensor"), for use solely under the terms of this End User License Agreement ("EULA") and the 10-8 Systems SaaS Agreement (the "SaaS Agreement") between Licensor and the department or agency ("Client") that is providing you access as a permitted user.

BY DOWNLOADING THE LICENSED APPLICATION FROM APPLE'S APP STORE, GOOGLE'S GOOGLE PLAY (COLLECTIVELY REFERRED TO HEREIN AS "APP STORES"), OR BY ACCESSING THE LICENSED APPLICATION THROUGH ANY OTHER MEANS, INCLUDING BUT NOT LIMITED TO ANY INTERNET-ENABLED DEVICE, WEB BROWSER, OR WINDOWS APPLICATION, YOU ACKNOWLEDGE YOUR ACCEPTANCE OF AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS EULA.

This EULA acknowledges that Apple and Google, as providers of their respective App Stores, are not parties to this EULA and have no obligations with regard to the Licensed Application, including but not limited to warranty, liability, maintenance, and support thereof. Licensor, not the App Stores, is solely responsible for the Licensed Application and its content.

Licensor ensures that this EULA complies with the latest Apple Media Services Terms and Conditions and Google Play Services Terms and Conditions (collectively referred to as "Usage Rules"). The terms of this EULA will not conflict with the Usage Rules as acknowledged by Licensor.

The Licensed Application, including any associated mobile application provided by Licensor, is licensed to you under the terms of this EULA. The Licensor reserves all rights not expressly granted to you within this EULA. The Licensed Application is compatible with devices that operate with Apple's iOS, Google's Android, and Mac OS, in addition to other internet-enabled devices and Windows applications.

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1. THE APPLICATION

The Licensed Application, developed by Licensor, is software that facilitates access to a computer-aided dispatch (CAD), mobile computer-aided dispatch (CAD) system, and record management system (RMS) through internet browsers and mobile devices. The 10-8 Systems Terms & Agreements

application is tailored for use on iOS devices, Android devices, and web browsers and enables users to view assigned call information, records, and other critical data remotely. Additionally, it provides push notification alerts for new dispatch calls and utilizes GPS tracking to display the user's location on the Locator map for effective monitoring when the user is mobile, such as away from their vehicle or on foot patrol.

The design of the Licensed Application adheres to best practices pertaining to the Criminal Justice Information Services (CJIS) and the Health Insurance Portability and Accountability Act (HIPAA), ensuring that sensitive information is handled in accordance with these standards. As the End-User, you are obliged to use the Licensed Application in compliance with all relevant laws, rules, and regulations, including but not limited to those related to CJIS and HIPAA. It is your responsibility to ensure that your usage adheres to these legal requirements. The Licensed Application must not be used in any manner that contravenes the Gramm-Leach-Bliley Act (GLBA) or any other applicable regulations.

2. SCOPE OF LICENSE

2.1 You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the Licensed Application on Devices that are approved by Client and that you (End-User) own or control, and as permitted by the Usage Rules and other Third-Party Terms (as defined in Section 9.7 hereof). The Licensed Application may be accessed and used by other accounts associated with You (End-User, The Purchaser) via Family Sharing or volume purchasing, but only on approved devices. You may not (i) share your login credentials for the Licensed Application with any other person; (ii) sublicense, copy, distribute, modify, or create derivative works of the Licensed Application or any Third-Party Components (as defined in Section 9.7 hereof); (iii) sell or lease access to the Licensed Application or any Third-Party Components; (iv) decompile, reverse engineer, or otherwise attempt to derive the source code of the Licensed Application or any Third-Party Components, (v) circumvent any security features of, or otherwise impair the proper functioning of, the Licensed Application or any Third-Party Components, or (vi) attempt to do any of the above.

2.2 This license will also govern any updates of the Licensed Application provided by the Licensor that replace, repair, and/or supplement the first Licensed Application, unless a separate license is provided for such update, in which case the terms of that new license, along with the Usage Rules and other Third-Party Terms will govern.

2.3 You may not share or make the Licensed Application available to third parties (unless to the degree allowed by the Usage Rules, and with Licensor's prior written consent), sell, rent, lend, lease or otherwise redistribute the Licensed Application or any Third-Party Components without Licensor's prior written permission.

2.4 You may never reverse engineer, translate, disassemble, integrate, decompile, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Licensed Application, or any part thereof, including any Third-Party Components, under any circumstances. This is strictly prohibited, except with Licensor's prior written consent.

2.5 You may not copy (excluding when expressly authorized by this license and the Usage Rules) or alter the Licensed Application or portions thereof, including any Third-Party Components. You may create and store copies only on devices that You own or control for backup keeping under the terms of this license, the Usage Rules, and any other terms and conditions that apply to the device or software used, including all Third-Party Terms. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time. If you sell your Devices to a third party, you must remove the Licensed Application from the Devices before doing so.

2.6 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

2.7 Licensor reserves the right to modify the terms and conditions of licensing.

2.8 Nothing in this license should be interpreted to restrict Third-Party terms. When using the Licensed Application, You must ensure that You comply with applicable Third-Party Terms and conditions.

2.9 End-Users of the Licensed Application must utilize it strictly within their professional capacity and abide by all relevant laws, regulations, and rules. When using the Licensed Application for law enforcement or criminal justice purposes, End-Users are required to adhere to all pertinent laws, including, but not limited to, the Criminal Justice Information Services (CJIS) Security Policy. Similarly, End-Users involved in healthcare-related activities must ensure compliance with all relevant laws, including the Health Insurance Portability and Accountability Act (HIPAA) and any associated regulations. It is the sole responsibility of End-Users to input accurate and complete information into the Licensed Application and to uphold the confidentiality and security of any sensitive or protected data, which includes information governed by CJIS and HIPAA.

2.10 You acknowledge and agree that the Licensed Application is provided under license, and not sold, to you. You do not acquire any ownership interest in the Licensed Application under this EULA, or any other rights thereto other than to use the Licensed Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this EULA. Licensor and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Licensed Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this EULA.

3. TECHNICAL REQUIREMENTS

3.1 The Licensed Application can be accessed from any Devices that You (End-User) own or control, including any internet-enabled device, web browser, iOS device, or Android device. The Licensed Application requires a firmware version 1.0.0 or higher. Licensor recommends using the latest version of the firmware and accessing the application using Google Chrome or Safari web browsers for the best experience.

3.2 Licensor attempts to keep the Licensed Application updated so that it complies with modified/new versions of the firmware and new hardware. You are responsible for ensuring that your computers, devices, web browsers, and applications are up to date to ensure compatibility with the Licensed Application. Licensor does not guarantee that the Licensed Application will work with outdated or unsupported software or hardware. You are not granted rights to claim such an update.

3.3 You acknowledge that it is Your responsibility to confirm and determine that the app end-user device, web browser, and any other hardware or software on which You intend to use the Licensed Application satisfies the technical specifications mentioned above and is up to date. Licensor recommends using the latest available versions of all hardware and software for optimal performance. If You have any questions about technical specifications or compatibility, You may contact Licensor or consult the supplier of Your hardware or software for more details.

3.4 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

4. MAINTENANCE AND SUPPORT

4.1 The Licensor is solely responsible for providing any maintenance and support services for this Licensed Application. If you have any questions or concerns regarding the maintenance and support services provided by the Licensor, you can contact them at the contact information provided in Section 12 for this Licensed Application. Please note that it is your responsibility to ensure that your computer, device, browser, and applications are up-to-date and compatible with the Licensed Application. For more information on technical requirements, please contact the Licensor or verify with the supplier.

4.2 The Licensor and the End-User recognize that the App Stores are not obligated to provide any maintenance or support services regarding the Licensed Application, except as explicitly outlined in the relevant Statement of Work (SOW) or the SaaS Agreement between the Licensor and Client. Furthermore, the Licensor disclaims responsibility for the upkeep and support of any third-party systems and infrastructure utilized in conjunction with the Licensed Application, which includes any Third-Party Components, unless such responsibilities are specifically assumed within the written terms of the applicable SOW or SaaS Agreement.

4.3 The Licensor may from time to time in its sole discretion develop and provide Licensed Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that the Licensor has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your device settings, when your device is connected to the internet either: (a) the Licensed Application will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Licensed Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Licensed Application and be subject to all terms and conditions of this EULA.

5. USE OF DATA

You acknowledge that Licensor will be able to access and adjust your downloaded Licensed Application content and your personal information, and that Licensor's use of such material and information is subject to your legal agreements with Licensor and Licensor's privacy policy, which can be accessed at <https://go.10-8systems.com/privacy-policy.php>.

You acknowledge that the Licensor may periodically collect and use technical data and related information about your device, system, and application software, and peripherals, offer product support, facilitate the software updates, and for purposes of providing other services to you (if any) related to the Licensed Application. Licensor may also use this information to improve its products or to provide services or technologies to you, as long as it is in a form that does not personally identify you.

6. USER-GENERATED CONTRIBUTIONS

The Licensed Application may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or in the Licensed Application, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Licensed Application and through third-party websites or applications. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Licensed Application, and other users of the Licensed Application to use your Contributions in any manner contemplated by the Licensed Application and this EULA.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Licensed Application and this EULA.
4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.

11. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
12. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
13. Your Contributions do not otherwise violate, or link to material that violates any provision of this EULA, or any applicable law or regulation.

Any use of the Licensed Application in violation of the foregoing violates this EULA and may result in, among other things, termination or suspension of your rights to use the Licensed Application.

7. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Licensed Application or making Contributions accessible to the Licensed Application by linking your account from the Licensed Application to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial advertising, or otherwise, and to prepare derivative works of, or incorporate in other works, such as Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area in the Licensed Application. You are solely responsible for your Contributions to the Licensed Application and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to recategorize any Contributions to place them in more appropriate locations in the Licensed Application; and (3) to prescreen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

8. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT IN THE CASE OF FRAUD, IN NO EVENT WILL THE LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE LICENSED APPLICATION OR THE CONTENT AND SERVICES FOR: (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; OR (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE LICENSED APPLICATION. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

9. DISCLAIMER OF WARRANTIES

THE LICENSED APPLICATION IS PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LICENSED APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

9.2 You are required to inspect the Licensed Application immediately after installing it and notify Licensor about issues discovered without delay by email provided in Contact Information. The defect report will be taken into consideration and further investigated if it has been emailed within a period of thirty (30) days after discovery.

9.4 If we confirm that the Licensed Application is defective, Licensor reserves a choice to remedy the situation either by means of solving the defect or substitute delivery.

9.5 To the maximum extent permitted by applicable law, the Services Store Operator will have no warranty obligation whatsoever with respect to the Licensed Application, and any other losses, claims, damages, liabilities, expenses, and costs attributable to any negligence to adhere to any warranty.

9.6 The Licensed Application incorporates elements and software provided by third parties ("Third-Party Components") governed by terms and conditions provided by such third parties ("Third-Party Terms"), and to which you automatically consent by your download of the Licensed Application. You acknowledge that you are solely responsible for complying with any Third-Party terms and conditions related to the use of the Third-Party Components. To the extent permitted by applicable law, Licensor disclaims all warranties, express or implied, with respect to any Third-Party Components, including but not limited to any warranties of merchantability, fitness for a particular purpose, non-infringement, and compatibility with the Services.

10. PRODUCT CLAIMS

The Licensor and the End-User recognize that the Licensor, not the App Stores, holds responsibility for managing any claims made by the End-User or any third party in connection with the Licensed Application or the End-User's use thereof. This encompasses claims including, but not limited to:

- (i) product liability claims;
- (ii) any assertion that the Licensed Application does not comply with applicable legal or regulatory requirements;
- (iii) claims stemming from consumer protection, privacy, or related legislation, which may involve the Licensed Application's interaction with HealthKit, HomeKit, as well as any similar frameworks on other platforms, including but not limited to Android's Health Connect and any relevant Android ecosystem services.

11. LEGAL COMPLIANCE

You represent and warrant that You are not located in a country that is subject to a US Government embargo, or the US Government has designated that as a "terrorist supporting" country; and that You are not listed on any US Government list of prohibited or restricted parties.

12. CONTACT INFORMATION

For general inquiries, complaints, questions or claims concerning the Licensed Application, please contact:

10-8 Systems Support
27201 Puerta Real, Suite 300
Mission Viejo, CA 92691
United States
support@10-8systems.com

13. TERMINATION

The license granted under this EULA remains in effect until terminated by either the Licensor or the End-User. This EULA and your access to the Licensed Application shall terminate automatically upon termination of the SaaS Agreement or upon your ceasing to be a permitted user of Client. The Licensor may terminate this EULA and your access to the Licensed Application immediately and without notice if you breach any terms, including the permitted use of the Licensed Application, any Third-Party Components, or any Third-Party Terms. Any use of the Licensed Application or Third-Party Components in violation of applicable laws, regulations, or standards, including but not limited to those related to the Criminal Justice Information Services (CJIS) and the Health Insurance Portability and Accountability Act (HIPAA), will result in immediate termination of this EULA. Upon termination, you must stop all use of the Licensed Application and erase all copies of the Licensed Application that are in your possession or control. All disclaimers, indemnities, and limitations of liability described in this EULA shall survive its termination.

14. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY

You represent and warrant that You will comply with applicable Third-Party Terms of agreement when using the Licensed Application.

The parties agree that any third-party licensors, suppliers, partners, or service providers of the Licensor, shall be third-party beneficiaries of this EULA, with the right to enforce the provisions of this agreement that relate to their respective products or services. The rights of the third-party beneficiaries are in addition to any rights and remedies that such licensors, suppliers, or service providers may have under their own agreements or applicable law.

The parties agree that any third-party licensors, suppliers, partners, or service providers of Licensor shall be entitled to rely upon and enforce the terms of this Agreement that directly concern such third parties. Any such third parties shall be considered third-party beneficiaries of this Agreement.

In Accordance with Section 9 of the "Instructions for Minimum Terms of Developer's End-User License Agreement," Apple's subsidiaries shall be third-party beneficiaries of this EULA and — upon Your acceptance of the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against You as a third-party beneficiary thereof.

In accordance with CommSys, Inc.'s "End User Flow Down Terms and Conditions", CommSys, Inc. and its affiliates shall be third-party beneficiaries of this EULA, and upon Your acceptance of the terms and conditions of this EULA and Your download of the Licensed Application, You will automatically be bound by such End User Flow Down Terms and Conditions (which are included in the Third-Party Terms for purposes of this Agreement), and CommSys shall have the right (and will be deemed to have accepted the right) as a third-party beneficiary hereof to enforce this EULA against You.

The Licensed Application, including any Third-Party Components, incorporates elements and software provided by third parties and is governed by the Third-Party Terms and conditions provided by such third parties. You acknowledge that you are solely responsible for complying with any Third-Party Terms and conditions related to the use of the Licensed Application and any Third-Party Components, including the terms and conditions related to Google Maps and Amazon Web Services, and CommSys' End User Flow Down Terms and Conditions.

The Licensed Application contains Third-Party Components owned by CommSys, Inc. Users of the Licensed Application are subject to and are obligated to comply with CommSys' End User Flow Down Terms and Conditions, a copy of which are attached to this EULA, and which may also be viewed in Appendix: A.

Users of the Licensed Application that utilize Google Maps are subject to the Google Maps/Google Earth Additional Terms of Service (which includes the Google Privacy Policy), which can be accessed by following the provided links:

Google Maps Terms: https://maps.google.com/help/terms_maps.html
Google Privacy Policy: <https://policies.google.com/privacy?hl=en&gl=us>
Acceptable Use: https://enterprise.google.com/maps/terms/universal_aup.html

Users of the Licensed Application that utilize Amazon Web Services are subject to Amazon Web Services Additional Terms of Service, which can be accessed by following the provided links:

Terms: <https://aws.amazon.com/service-terms/>
Acceptable Use: <https://aws.amazon.com/aup/>

15. INTELLECTUAL PROPERTY RIGHTS

The Licensor and the End-User acknowledge that, in the event of any third-party claim that the Licensed Application or the End-User's possession and use of that Licensed Application infringes on the third party's intellectual property rights, the Licensor shall have the right, but not the obligation, to defend, settle, or compromise any such intellectual property infringement claims. The End-User shall cooperate with the Licensor in the defense of such claims. The Licensor shall not be liable for any settlement or compromise of such claims made without its prior written consent.

16. APPLICABLE LAW

16.1 This EULA is governed by the laws of the jurisdiction governing the SaaS Agreement, excluding its conflicts of law rules. Any legal action or proceeding relating to this EULA shall be instituted in a state or federal court located in the same jurisdiction as set forth in the SaaS Agreement, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding.

17. MISCELLANEOUS

17.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

17.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.

17.3 The End-User may not assign this EULA or any rights or obligations under this EULA without the prior written consent of Licensor.

17.4 Any notices required to be given under this EULA must be in writing and delivered by email to the email addresses provided in the Contact Information section.

17.5 The headings used in this EULA are for convenience only and do not affect the interpretation of this EULA.

17.6 The failure of either party to enforce any provision of this EULA will not constitute a waiver of that provision or of any other provision of this EULA.

18. Appendix: A

CommSys Flow Down End User License Terms and Conditions

CommSys, Inc., an Ohio corporation ("CommSys") is the owner of certain components ("Third-Party Components") of the Licensed Application (the "Software") licensed to You (End User) and Your authorized users (collectively, "you") by 10-8 Systems LLC, a California limited liability company ("10-8") under the End User License Agreement between you and 10-8 (the "End User License Agreement").

As a condition to the grant to you under the End User License Agreement of a sublicense to use the CommSys Products (as defined below) which are included in the Software, and in addition to the restrictions on the scope and use of the sublicense grants contained in the End User License Agreement, CommSys requires that all users agree that the CommSys Products are subject to the restrictions, terms, and conditions set forth herein (the "CommSys Terms and Conditions"). In the event of any inconsistency or conflict between these CommSys Terms and Conditions and the terms of the End User License Agreement, these CommSys Terms and Conditions shall govern with respect to your use of the CommSys Products.

"CommSys Products" shall mean all products and programs of CommSys and all documentation related thereto, whether referred to as "software", "firmware", "services", or otherwise, wherever resident on any media, and whether separately licensed, sublicensed, furnished as a part of equipment, or provided as a result of software services, and further may include programs and related documentation that are owned by third parties and distributed by CommSys under license from the owner thereof.

Your use of the CommSys Products pursuant to the End User License Agreement is subject to your strict compliance with the following CommSys Terms and Conditions:

- (a) All rights to use the CommSys Products are non-exclusive, non-transferable, and non-sublicensable, and shall terminate automatically upon your failure to comply with any of the CommSys Terms and Conditions. You shall have no title to, or otherwise obtain any rights or interests in the CommSys Products other than the limited sublicense to use such CommSys Products in accordance with the End User License Agreement.
- (b) All confidential, proprietary, or trade secret information associated with the CommSys Products, including, but not limited to, all software programs, object code, source code, application programming interfaces, products, research, technical knowledge, specifications, and other data, is the confidential and proprietary information of CommSys (collectively, "Confidential Information"), and you shall abide by and maintain, and not remove, deface, or destroy, any proprietary markings on any of the CommSys Products or Confidential Information.
- (c) You may not make any copies of the CommSys Products or Confidential Information. You may use the CommSys Products only for the purposes of and strictly in accordance with the provisions of the End User License Agreement (as it pertains to the

CommSys Products) and the CommSys Terms and Conditions, and you shall not otherwise use, disclose, convey, disseminate, transfer, or assign any of the CommSys Products or Confidential Information.

(d) You may not: (i) sell, resell, or distribute the CommSys Products on a stand-alone basis, or other than as integrated in the [Software][Services]; (ii) allow the CommSys Products to be used in conjunction with or launched from within any other product; (iii) re-brand, bundle, or re-label the CommSys Products, or use in any manner the CommSys Products with any other software or products; or (iv) use the CommSys Products for internal or third party production purposes or development of products or in violation of law.

(e) You shall promptly notify 10-8 of any actual or suspected use, disclosure, infringement, misappropriation, or unauthorized access of or to the CommSys Products or Confidential Information and shall provide reasonable assistance in the investigation and prosecution of such uses or disclosures.

(f) You shall destroy all CommSys Products and Confidential Information if: (i) you cease to use the CommSys Products; (ii) the End User License Agreement terminates; or (iii) your rights to use the CommSys Products is terminated.

(g) You shall not, directly or indirectly, nor cause or allow any other Person to: (i) modify or translate into any other format or language any portion of the CommSys Products or Confidential Information; (ii) use any Confidential Information to create any item which is substantially similar to, competitive with, or performs the functions of any of the CommSys Products; (iii) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code for or other Confidential Information with respect to, any of the CommSys Products or Confidential Information; or (iv) modify, copy, reproduce, manufacture, adapt, create derivative works of, translate, localize, or port any of the CommSys Products or the Confidential Information, or allow any employee, representative, consultant, agent, or other third party to engage in such conduct.

(h) You agree that any item resulting from any actions under (g) above shall be the sole and exclusive property of CommSys. You agree that all of the CommSys Products and Confidential Information are highly valuable to CommSys, and that any breach of the CommSys Terms and Conditions would severely damage CommSys, the extent of which damage would be difficult to ascertain, and therefore you agree that CommSys is a third-party beneficiary of the End User License Agreement, and in such capacity is entitled to seek, among other remedies, immediate injunctive and other equitable relief for any such breach.

(i) Your right to use the CommSys Products shall terminate, and all use of the CommSys Products shall immediately cease: (A) upon the termination of the End User License Agreement; (B) in the event you cease to use the CommSys Products; or (C) in the event of a breach by you of any of these terms and conditions. These terms shall survive any such termination, including a termination of the End User License Agreement.

(j) You agree that no relationship of any kind other than that of sublicensor and sublicensee is created between you and CommSys, and that neither you nor CommSys will represent or hold out to be an agent, representative, employee, partner, or joint venture of the other, nor shall you or CommSys transact any business in the name of the other party nor on the other party's behalf, nor in any manner or form, make promises, representations, or warranties, or incur any liability for or on behalf of the other party.

(k) You may not assign any of your rights or obligations with respect to the CommSys Products or with respect to these CommSys Terms and Conditions.

ALL COMMSYS PRODUCTS ARE PROVIDED TO YOU "AS IS", AND NEITHER COMMSYS NOR 10-8 MAKES, AND COMMSYS AND 10-8 EACH HEREBY EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES OF ANY NATURE WITH RESPECT TO THE COMMSYS PRODUCTS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR CUSTOM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANLIKE PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF ERROR-FREE OR UNINTERRUPTED OPERATION, ACCURACY, OR

ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND FURTHER PROVIDED THAT NEITHER COMMSYS NOR 10-8 MAKES ANY REPRESENTATIONS OR WARRANTIES, OR ASSUMES ANY LIABILITIES, WITH RESPECT TO ANY THIRD PARTY PROGRAMS OR APPLICATIONS. IN NO EVENT SHALL COMMSYS OR 10-8 BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSSES OR DAMAGES ARISING OUT OF CLAIMS FOR PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, LOSS OF BUSINESS, GOODWILL, DATA, REVENUES, OR PROFITS, OR ARISING OUT OF THIRD PARTY ACTIONS, TORT CLAIMS, OR CLAIMS UNDER STATUTE, BREACH OF WARRANTY OR BASED ON CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.



10-8 Systems LLC
27201 Puerta Real, Suite 300
Mission Viejo, CA 92691
1-866-410-8797
10-8Systems.com

Statement of Work

This Statement of Work (this "SOW") is entered into under the 10-8 Systems SaaS Agreement (the "Agreement") by and between 10-8 Systems LLC ("Supplier") and Hall County ("Client"), the terms and conditions of which are incorporated by reference. This SOW will be effective as of the date when the last signature is affixed below ("Effective Date"), unless the Agreement specifies a different controlling date. The products, services, quantities, and commercial terms applicable to this project are identified in QU-11266. Capitalized terms not defined in this SOW have the meanings given to them in the Agreement.

PROJECT DESCRIPTION

Both parties acknowledge that the System is intended to benefit Client and any Participating Agencies authorized by Client. Supplier and Client will work collaboratively on the project tasks identified in this SOW and in the approved proposal or quote. Supplier is responsible only for the project tasks expressly assigned to Supplier in QU-11266 and this SOW, which may include contracted interfaces, specified configuration-data migration, testing, implementation, documentation, training, go-live, the Post-Go-Live Historical Data Searching Tool, and maintenance support. Client is responsible for establishing any agreements required with Third Party Providers and for paying Third Party Provider fees unless QU-11266 or another written agreement expressly states otherwise.

The SOW outlines the primary implementation framework, scope, tasks, dependencies, and responsibilities of the Parties.

Item	Detail
Setup / Implementation	1. Implementation & Project Management 2. System Configuration & Development 3. Migration of existing call types, unit types, and radio channels 4. Two (2) days of on-site training 5. System testing, user acceptance support, cutover planning, and production go-live support 6. Post-Go-Live Historical Data Searching Tool for one (1) CentralSquare database covering up to the previous thirty-six (36) months, to be completed following Production Go-Live and subject to Client providing accessible, complete, and usable source data in a mutually supported format 7. Integration implementation as expressly identified in QU-11266 and this SOW.
Software System Access	• Seventy (70) Full CAD / Dispatch User licenses for Hall County E-911/Communications. • Five-hundred (500) Field / Mobile CAD User licenses under a Hall County governmental-agency site license. • The 500-user Field / Mobile CAD site license is limited to Hall County governmental departments and agencies. • Municipal, independent, or other governmental agencies that are not departments or agencies of Hall County are not included within Hall County's 500-user allocation and may purchase Field / Mobile CAD access directly from Supplier at \$200 per unique user annually under separate billing arrangements.
NCIC Maintenance	Maintain and support the NCIC/GCIC integration for Hall County E-911 and four (4) additional agency configurations: Gainesville Police Department, Oakwood Police Department, Flowery Branch Police Department, and Hall County Sheriff's Office.

ANI/ALI Integration Maintenance	Maintain and support the contracted ANI/ALI integration identified in QU-11266, subject to continued availability and reasonable cooperation of the applicable third-party ANI/ALI provider.
---------------------------------	--

CONTRACTED INTEGRATIONS

Supplier will implement and support the integrations expressly identified in QU-11266, subject to the scope, directionality, vendor-collaboration requirements, assumptions, exclusions, and maintenance terms stated in QU-11266 and this SOW.

Where an integration is identified as a "CAD Data Export," "Send CAD Data," "Data Feed," or similar export function, the integration is limited to the expressly stated data-export function and does not include bidirectional synchronization, write-back, full application interoperability, or other functionality unless expressly identified in writing.

All integrations are subject to the applicable third-party vendor maintaining commercially and technically available interfaces, APIs, credentials, documentation, testing environments, approvals, licenses, and reasonable cooperation.

A technology inventory, integration spreadsheet, existing-system list, discovery document, or similar informational material provided by Client does not itself create an obligation for Supplier to develop, implement, support, or maintain an integration unless that integration is expressly identified in QU-11266, this SOW, or a mutually executed change order.

PRIORITY DISPATCH PROQA MEDICAL INTEGRATION AND CERTIFICATION

Supplier will work with Priority Dispatch to implement and obtain the applicable current ProQA Platinum Certification, or the then-current equivalent supported certification level, for the Medical discipline utilized by Hall County.

Supplier will be responsible for commercially reasonable ongoing maintenance and recertification activities necessary to maintain the applicable supported certification level and will proactively coordinate with Priority Dispatch regarding applicable certification requirements.

Supplier will promptly notify Client of any actual or anticipated material change in certification status or Priority Dispatch integration requirements that may affect Client.

If Priority Dispatch materially changes, replaces, or introduces a new CAD integration architecture, API, certification standard, or technical requirement after implementation work has commenced, Supplier will use commercially reasonable efforts to support the applicable new requirements. Any material redevelopment or migration beyond ordinary interface maintenance resulting solely from such third-party change will be subject to a reasonable schedule adjustment and, where material additional development is required, a mutually agreed change order.

A temporary certification lapse resulting from Priority Dispatch testing availability, product changes, certification changes, or other circumstances outside Supplier's reasonable control will not constitute Supplier default provided Supplier timely initiated the applicable certification process and is diligently working with Priority Dispatch to obtain or restore certification.

IMPLEMENTATION AND BILLING MILESTONES

The Parties will collaboratively develop and maintain a detailed implementation project plan following project kickoff. The project plan may include target dates, tasks, dependencies, integrations, training activities, testing activities, and other implementation activities and may be updated by mutual coordination throughout the project.

Contract Year 1 SaaS, license, maintenance, and other recurring Service Fees will be invoiced upon achievement of Billing Milestone 2 – Core System Availability. This deferral of Contract Year 1 recurring fee invoicing is an invoicing accommodation only and does not modify the Start Date, End Date, Contract Year boundaries, recurring fee amounts, or five-year Term. Recurring

Service Fees for Contract Years 2 through 5 will be invoiced annually on each anniversary of the Start Date in accordance with the Fees and Payment Terms set forth in Section A.

The one-time Setup / Implementation Fees will be invoiced separately according to the following Billing Milestones:

Billing Milestone	Trigger	Amount
1. Contract Execution / Notice to Proceed	Agreement executed and project authorized to begin	\$91,125.00
2. Core System Availability	Supplier provides Client written notice that the core CAD environment has been configured and made available to Client for review, testing, and/or training activities. Billing Milestone 2 does not require Client acceptance, completion of Client testing or training, Production Go-Live, completion of third-party integrations, or completion of work expressly designated as post-go-live, phased, or non-blocking, provided there is no unresolved Supplier-controlled Critical (P1) issue materially preventing Client from accessing and using the core CAD environment for review, testing, and/or training.	\$45,562.50
3. Production Go-Live	Hall County commences production use of the 10-8 Systems CAD environment	\$45,562.50
4. Post-Go-Live Historical Data Search	Historical Data Searching Tool made available following receipt of usable source data from Client; provided that if the required usable source data has not been provided within ninety (90) days following Production Go-Live, Supplier may invoice this milestone at that time, with Supplier's obligation to complete the Historical Data Searching Tool continuing following receipt of the required usable source data.	\$35,000.00
Total One-Time Setup / Implementation Fees		\$217,250.00

The foregoing Billing Milestones govern invoicing of the one-time Setup / Implementation Fees. Contract Year 1 recurring SaaS, license, maintenance, and support fees will be invoiced upon achievement of Billing Milestone 2 – Core System Availability, as provided in Section A. For clarity, Billing Milestone 2 is based on Supplier making the core CAD environment available as described above and is not conditioned upon Production Go-Live, Client acceptance, completion of Client testing or training, completion of third-party integrations, or completion of work expressly designated as post-go-live, phased, or non-blocking. Deferral of Contract Year 1 recurring fee invoicing does not modify the Start Date, End Date, Contract Year boundaries, recurring fee amounts, or five-year Term.

The Billing Milestones are intended solely to establish invoicing events and do not constitute guaranteed completion dates, independent system-acceptance criteria, or conditions of contractual performance.

Production Go-Live is not conditioned upon completion of the post-go-live Historical Data Searching Tool or other work expressly designated by the Parties as post-go-live, phased, or non-blocking.

The anticipated project schedule and timing of Billing Milestones may be reasonably adjusted based upon Client readiness, Client-requested changes, third-party vendor availability or performance, availability of APIs, credentials, approvals, testing or certification resources, data availability, or other dependencies outside Supplier's reasonable control. Such adjustments will not constitute Supplier default. For clarity, Client readiness or third-party dependencies will not defer achievement of a Billing Milestone once the applicable trigger expressly stated above has been satisfied.

Unless expressly agreed otherwise in writing, delays involving a particular third-party integration will not prevent achievement of a Billing Milestone where the core CAD system is otherwise capable of progressing to the applicable stage and the affected integration can reasonably be completed or remediated separately.

SUPPLIER RESPONSIBILITIES

- Oversee the work of Supplier staff and ensure coordination with the Client's Project Manager
- Provide the Client with a production/live account and a User Sandbox Environment for training purposes
- Manage the configuration of the Supplier solution in accordance with the description outlined above
- Collaborate with the Client's Project Manager to establish the project schedule and address any deviations or phases (if necessary)
- Address critical issues raised by the Client's Project Manager in a timely manner
- Coordinate initial project tasks (e.g. Kick-off meeting, Project schedule review, system hardware review)
- Coordinate CAD implementation tasks (e.g. Department assessment, Required Integration Document, Configuration Data Review, System Configuration, System Testing, Training, Cutover Plan, and Cutover)

CLIENT RESPONSIBILITIES

- Allocate resources with the necessary skills and availability to carry out their assigned tasks and responsibilities effectively
- Respond promptly and adequately to requests for information from the Supplier.
- Coordinate support for third-party vendors where the Client has the primary relationship.
- Ensure network connectivity is established
- Test the solution and report any deviations from expected behavior
- Provide timely review, feedback, and applicable sign-off regarding the mutually agreed project schedule, testing activities, and cutover plan.
- Build a committee/team to represent each post and user group
- Attend all mandatory meetings
- Will need to build a spreadsheet with all unit numbers, call types, dispositions, users, custom locations, etc.

ASSUMPTIONS

- The Client and/or Development Partner/Vendor acknowledges that timely responses are crucial to ensure project timelines are met
- The Client will proactively schedule and attend meetings with the Development Partner/Vendor during the project implementation period
- Non-standard changes, such as custom development, must adhere to the Supplier's release calendar.
- GIS layers will be provided 12 weeks prior to cutover OR mapping module will be as-is for "Go Live."
- If the Client requests changes in the scope, extent, or character of 10-8 Systems software, the time of performance of the Supplier's services will be equitably adjusted.
- If there are changes in periods or due dates for a Deliverable or Service, or a change in the scope, extent, or character of the Services, the Supplier will declare in writing its intent to request an equitable adjustment for any increase in cost or fee, and disclose the extent of the increase in writing before starting the work or service. No work will begin until the parties come to a mutual agreement on a dollar value for the equitable adjustment.

- The Supplier will not be considered in default if the failure in performance arises due to causes beyond their control and without their fault or negligence, such as acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, or severe and unusual weather conditions.
- Third-party changes to APIs, interfaces, certification requirements, product architecture, licensing requirements, or technical standards after the applicable integration scope has been approved may require corresponding schedule, scope, or fee adjustments where such change results in material additional development, redevelopment, testing, certification, or migration.

ESCALATION APPROACH

Escalation contacts will be designated by the Parties during project kickoff and may be updated by written notice without requiring a Contract amendment.

10-8 Systems

Escalation Level 1	Escalation Level 2	Escalation Level 3
<i>Project Manager</i>	<i>Technical Operations & Support</i>	<i>Executive Project Champion</i>
Email & Phone: To be designated during project kickoff	Email & Phone: To be designated during project kickoff	Email & Phone: To be designated during project kickoff

Client

Escalation Level 1	Escalation Level 2	Escalation Level 3
<i>Project Manager</i>	<i>Alternate Project Manager</i>	<i>Executive Project Champion</i>
Email & Phone: To be designated during project kickoff	Email & Phone: To be designated during project kickoff	Email & Phone: To be designated during project kickoff

Out of Scope:

- Features not explicitly defined in the Project Description are out of scope.

Post-Cutover Assumptions:

- Any concerns or changes post-deployment (“Go Live” / “Cutover”) shall be directed to the 10-8 Systems Customer Care team at support@10-8systems.com or 866-410-8797.

SUPPLIER:

Signed by:

Signature: 

A623DF43DA184C4.....

Name: Kevin Ruef

Title: Director of Business Operations

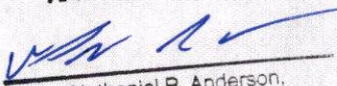
CLIENT: Hall County

Signature: _____

Name: _____

Title: _____

APPROVED AS TO FORM



Nathaniel R. Anderson,

Senior Assistant County Attorney

Certificate Of Completion

Envelope Id: CE1FC178-FC69-8055-80F8-9FBB21943356	Status: Completed
Subject: Complete with Docusign: 46-033 10-8 stamped contract.pdf	
Source Envelope:	
Document Pages: 41	Signatures: 3
Certificate Pages: 4	Initials: 0
AutoNav: Disabled	Envelope Originator:
Envelopeld Stamping: Disabled	10-8 Systems Legal
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11 Navajo
	Aliso Viejo, CA 92656
	legal@10-8systems.com
	IP Address: 72.203.100.205

Record Tracking

Status: Original	Holder: 10-8 Systems Legal	Location: DocuSign
9/18/2026 10:30:32 AM	legal@10-8systems.com	

Signer Events

Signature	Timestamp
Kevin Ruef legal@10-8systems.com Director of Business Operations 10-8 Systems Security Level: Email, Account Authentication (None)	Sent: 9/18/2026 10:30:50 AM Viewed: 9/18/2026 10:31:01 AM Signed: 9/18/2026 10:36:00 AM Freeform Signing
Signature Adoption: Pre-selected Style Using IP Address: 72.203.100.205	

Electronic Record and Signature Disclosure:

Accepted: 3/4/2025 2:29:04 AM
ID: 4d30067b-bb6e-48ff-8996-0a0b7f1ad903

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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Witness Events

Signature	Timestamp
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Notary Events

Signature	Timestamp
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Envelope Summary Events

Status	Timestamps
Envelope Sent	9/18/2026 10:30:50 AM
Certified Delivered	9/18/2026 10:31:01 AM
Signing Complete	9/18/2026 10:36:00 AM
Completed	9/18/2026 10:36:00 AM

Payment Events

Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, 10-8 Systems (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact 10-8 Systems:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevinr@10-8systems.com

To advise 10-8 Systems of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kevinr@10-8systems.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from 10-8 Systems

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kevinr@10-8systems.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kevinr@10-8systems.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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