

**KOLOGIK LLC
SOFTWARE-AS-A-SERVICE RENEWAL AGREEMENT**

This Kologik LLC Software-as-a-Service ("SaaS") Renewal Agreement ("Agreement") is entered into by and between Kologik LLC, with its principal office located at 301 Main Street, Suite 2200, Baton Rouge, LA 70801 ("Kologik"), and the customer named below. The effective date of this Agreement is the date of full execution of this agreement ("Effective Date").

Customer Name: Clay County Sheriff's Office (TX) ("Customer")
Address: 215 W. Gilbert,
Henrietta, TX 76365

RECITALS

WHEREAS, Kologik is the owner of certain computer software programs, including its Kologik software application ("Software"), and also provides configuration, training, and other services related to the Software purchased by Customer hereunder ("Services");

WHEREAS, the Software enables law enforcement agencies to document, record, manage and exchange information necessary for daily law enforcement activities;

WHEREAS, Kologik provides to customers, access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering, as an alternative to self-hosting or obtaining a perpetual license with managed hosting services;

WHEREAS, the Software can be configured to provide for data from various information feed sources to meet the Customer's needs;

WHEREAS, Customer now desires Kologik to provide, and Kologik desires to provide, Customer with access to the Software by way of Kologik's SaaS offering; and

WHEREAS, Kologik and Customer may sometimes be referred to herein each as "Party" or together as "Parties."

NOW, THEREFORE, based on the foregoing premises and the promises set forth below, the Parties agree as follows:

AGREEMENT

1. Grant of License.

1.1 License Grant. During the Term, and subject to the terms and conditions of this Agreement, Kologik hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, license, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via Kologik's web-based platform, over the Internet, as a SaaS solution, solely to support Customer's normal course of business, as configured by Kologik in accordance with Sections 2 and 3 below ("Solution"). The license is limited for use by Sworn Officers to the number set forth at Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. Civilian workers that are directly employed by Customer may be eligible for licenses and utilize the Solution. However, Customer shall not provide any third party access to the Software or Solution without Kologik's prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that Kologik may make available to the Services that Customer procures from Kologik.

1.2 Restrictions on Use. Customer shall not, and shall not permit others to, without Kologik's prior written consent: (i) exceed the number of permitted licenses set forth on Schedule A; (ii) license, sublicense, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; (iii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software or Solution or any part thereof; or (iv) use the Software to harass, abuse, threaten, infringe intellectual property, or otherwise cause harm to Kologik or any third parties.

2. Initial Set Up and Configuration Services. Upon execution of this Agreement, the Parties will work together to define Customer's needs for configuring the SaaS Solution within the parameters of standard features in the systems purchased. Kologik's standard initial implementation, set-up and training fees are set forth in Schedule A. Customer's timely response to discovery and data requests are paramount to timely implementation (Section 8.3 herein).

3. Professional Services and Statements of Work. If additional Services are requested of Kologik beyond the scope of the initial standard set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by Kologik, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by Kologik on a "time and material" basis at the rates identified in the SOW.

4. Customer Support. During the Term, Kologik will provide Customer with the ability to report technical issues 24 x 7 for the Software/Solution. Response times to resolve issues are set forth at Kologik's Customer Support Policy, attached hereto as Schedule B. Kologik support includes troubleshooting, basic usability and navigation assistance. If applicable, Customer agrees to provide Kologik access to production systems for purposes of customer support.

5. Service Level Agreement. Kologik will provide the Services in accordance with the Service Level Agreement attached hereto as Schedule B.

6. Fees and Payment Terms.

6.1 Payment Terms. Fees and payment terms for the Initial Term of the Agreement are set forth in Schedule A, and will be paid to Kologik by Customer. Fees for Services for any renewal term ("Renewal Term") will be invoiced by Kologik to Customer prior to the expiration of the Initial Term or any Renewal Term. If Customer chooses to not renew the Services, it will provide Kologik with written notice of such decision at least sixty (60) days (Initials ^{DATE}) prior to the expiration of the Initial Term or any Renewal Term. Customer shall pay to Kologik all Fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW, purchase order, or other similar document, within thirty (30) days after receipt of Kologik invoice. Unless otherwise instructed by Customer in writing, Kologik shall send all invoices electronically to the email address specified at the introduction paragraph of this Agreement.

6.2 Expenses. Customer shall reimburse Kologik for previously-approved reasonable travel expenses incurred beyond the normal scope included in Schedule A. Such expenses are not included in any estimate in a SOW unless expressly itemized.

6.3 Cancellation or Rescheduling of Meetings or Travel by Customer. If meetings are rescheduled or cancelled by Customer after Kologik travel expenses have been incurred, Customer is responsible for penalties or other costs associated with changing or cancelling airline tickets. If services engagements are rescheduled or cancelled by Customer with less than twenty-four (24) hours' notice to Kologik, Customer is responsible for payment of eight (8) employee hours at current rates plus any incurred travel expenses.

6.4 Interest. Kologik may charge a service fee on late payments of the lesser of 1.5% per month or the highest rate allowable under law.

6.5 Taxes. Customer hereby asserts that it is exempt from the payment of taxes that might be applicable to the Services procured hereunder.

6.6 Alternate Payment Methods. Payments may be made by electronic means upon request to AR@kologik.com. Credit card processing or wire transfer fees will be the responsibility of the customer.

7. Ownership.

7.1 Solution. Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution and underlying Software licensed under this Agreement. Kologik, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by Kologik pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that, as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of Kologik, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to Customer under this Agreement are retained by Kologik.

7.2 Documentation and Training Materials. All Kologik documentation and training materials provided by Kologik hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of Kologik. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the Kologik documentation and training materials shall be reproduced on any copies. Subject to applicable open records laws, no copies of Kologik documentation or training materials shall be provided to any third party or competitor of Kologik.

7.3 Customer Data.

(a) Customer hereby represents and warrants to Kologik that it is the owner or licensee of all data and content entered into the Solution/Services ("Customer Data"). Customer acknowledges and agrees that it is solely responsible and liable for the Customer Data and its use of the Customer Data, including any data obtained or entered into the Solution by a third party. Customer further acknowledges and agrees that Kologik is merely a provider of the SaaS Services and the Solution on which the Customer Data resides, is not an authoritative source of the Customer Data, and is in no way responsible or liable to Customer or any third party for the Customer Data. Therefore, Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data, and acknowledges and agrees that Kologik shall have no responsibility or liability with respect to Customer or the Customer Data being compliant with such regulations. Customer further represents and warrants to Kologik that the Customer Data, or Customer's use of the Customer Data in the Software/Solution, does not violate or constitute the infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, moral rights, or other intellectual property right recognized by any applicable jurisdiction of any person or entity, violate the civil rights of any individual, or otherwise constitute the breach of any agreement with any other person or entity. Customer further represents and warrants that the Customer Data does not contain any illegal, threatening, harassing, libelous, false, defamatory, offensive, or other material that would violate applicable law or regulation.

(b) Customer hereby authorizes Kologik to access and use the Customer Data for the sole purpose of providing the Solution and Services hereunder. Kologik will not share the Customer Data with any third parties, subject to Section 12.2 herein, or modify any of the Customer Data without Customer's express written consent. Access to the Customer Data by Kologik's authorized representatives shall be conducted in a safe, secure, and reliable manner.

8. Limited Warranty; Customer Obligations.

8.1. Software/Solution Warranties.

(a) Kologik hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in Kologik's published documentation ("Documentation") and to Customer specifications that Kologik has agreed to in writing and incorporated into this Agreement ("Specifications"); (ii) that Kologik has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, at the time of Customer access, to the best of Kologik's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to Kologik in writing in order to receive the warranty remedy set forth in this Section 8.1(a).

(b) Customer's sole remedy, and Kologik's sole obligation, under this Software/Solution warranty shall be, at Kologik's discretion, to provide a work around or correction for, or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in Schedule B. If Kologik does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by Kologik to Customer, then Kologik will, upon Customer's written request for cancellation of the order, terminate the license and refund the license fee that was paid by Customer to Kologik for the order.

(c) Kologik shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement or the Documentation and Specifications.

(d) THE REMEDIES SET FORTH IN THIS SECTION 8.1 ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTIES GIVEN BY KOLOGIK UNDER THIS SECTION 8.1. KOLOGIK AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE OR SOLUTION (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.1) OR ANY DERIVATIVES THEREOF AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, OR ENJOYMENT.

8.2 Services Warranties.

(a) Kologik warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to Kologik in writing within ninety (90) days of completion of the Services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 8.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then Kologik's sole obligation under this service warranty shall be to re-perform the defective services at no cost to Customer. For any breach of the services warranty set forth in this Section 8.2, Customer's sole remedy, and Kologik's sole liability, shall be the re-performance of the Services at no cost to Customer, and if Kologik fails to re-perform the Services as warranted within the resolution time mutually agreed upon by Kologik and Customer, Customer shall be entitled to a refund of the fees paid by Customer to Kologik for the deficient services and to immediately terminate the particular statement of work without liability.

(c) KOLOGIK AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SERVICES (OTHER THAN THOSE SET FORTH IN THIS SECTION 8.2) AND DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8.3 Customer's Actions.

(a) In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide Kologik with the required information or take the required actions in a timely manner.

(b) Any hardware purchased to access or utilize Kologik's solutions or any third party integrated services are the responsibility of the customer.

9. **LIMITATION OF LIABILITY.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SAAS SERVICES, SOFTWARE AND SOLUTION ARE PROVIDED BY KOLOGIK TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, KOLOGIK DOES NOT WARRANT THAT THE SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION. IN NO EVENT SHALL KOLOGIK OR ITS LICENSORS, AFFILIATES, CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR LOSS OR INACCURACY OF DATA OR SYSTEM USE, DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN CONNECTION WITH CUSTOMER'S USE OF THE SAAS SERVICES, SOFTWARE OR SOLUTION, KOLOGIK'S PROVISION OF ANY PROFESSIONAL SERVICES, OR THIS AGREEMENT, UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. THIS LIMITATION SHALL APPLY EVEN IF KOLOGIK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT, AND THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT FOR THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF KOLOGIK, IN NO EVENT SHALL THE TOTAL LIABILITY OF KOLOGIK AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, EXCEED THE FEES PAID FOR THE SOFTWARE, SOLUTION OR SERVICES, ON A PER-ORDER BASIS, WHICH ARE THE DIRECT CAUSE OF THE DAMAGES OR LIABILITY CLAIMED. IN NO EVENT SHALL KOLOGIK HAVE ANY LIABILITY FOR CUSTOMER'S MISUSE OR FAILURE TO USE THE SOLUTION.

10. Indemnification

10.1 General Indemnification. To the extent authorized by applicable law, each Party (the "Indemnifying Party") shall indemnify and hold harmless the other against any and all third party claims of personal injury or property damage to the extent such damages are caused by such Party's gross negligence or willful misconduct. Customer will cooperate and assist Kologik in defending any third party claim resulting in any way from Customer's actions or Customer Data. The Indemnifying Party shall pay any and all damages awarded against or otherwise incurred by the other Party in connection with or arising from any such claim, suit, action, or proceeding. A Party shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies the other in writing of such claim in sufficient detail to enable the Indemnifying Party to evaluate the claim; (b) the Party cooperates in all reasonable respects with the investigation, trial and defense of such claim and any appeal arising therefrom; and (c) it works with the Indemnifying Party in good faith and agrees to give the Indemnifying Party reasonable input into the resolution or settlement of any claim.

10.2 Infringement. Kologik will defend, indemnify and hold harmless Customer against any and all third party claims that the Software or Solution infringes any registered U.S. copyrights of such third party that are issued as of the delivery date of the Solution to Customer. Kologik shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies Kologik in writing of such claim in sufficient detail to enable Kologik to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at Kologik's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in Kologik's opinion be likely to become, the subject of such a claim of misappropriation or infringement, Kologik at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term. Kologik shall have no liability with respect to infringement of any proprietary right, except as set forth in this Section 10.2.

11. Term and Termination.

11.1 Term. This term of this Agreement shall commence as of the actual implementation of the software contracted for herein or sixty (60) days from the Effective Date of this agreement, whichever comes first, or as otherwise specified in Schedule A, and continue in full force and effect for the three (3) year Initial Term set forth in Schedule A, and automatically renew annually thereafter at then current rates, each a Renewal Term, unless otherwise terminated in accordance with Section 11.2 below. (Initials ^{S&S})

11.2 Termination. This Agreement may be terminated as follows:

11.2.1 Termination for Convenience. If either Party desires to discontinue any Services under this Agreement beyond the Initial Term, the Party may do so by providing written notice of non-renewal of the particular Services at least sixty (60) days (Initials ^{S&S}) prior to the end of the Initial Term or any Renewal Term. There is no termination for convenience during the Initial Term set forth at Schedule A or any Renewal Term.

11.2.2 Termination for Cause.

(a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.

(b) Either Party may terminate this agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganizations, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.

(c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching party shall not be liable to the other for any loss, damage, or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement, Kologik shall have the right to terminate Customer's access to the SaaS Services and Solution and discontinue Services to Customer. After 90 days, Kologik reserves the right to delete Customer's data.

11.4 Data Release. The data stored by Kologik on the behalf of the customers, is the property of the customer. If requested by Customer prior to the termination or expiration of this Agreement, Kologik will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. If Customer fails to sign a data release agreement or terminates agreement, Kologik shall have the right to remove, delete, or destroy the Customer Data from the Solution. Each Kologik application stores data separately and at times may have a different format for delivery. Kologik reserves the right to amend the format of the digital copy, in order to support the growth and enhancement of its products. The current format of the digital copy for each product is described below.

(a) COPsync – COPsync data for items such as but not limited to criminal incidents, criminal arrests, traffic citation, and crash reports is stored in a Microsoft SQL database. File attachments uploaded to COPsync, are stored in the same SQL database. Kologik will provide a digital copy of the customer's data in the form of a SQL database backup, which the customer's includes file attachments. The SQL database can be restored into another SQL database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Microsoft provides a free SQL database called SQL Server Express that can be downloaded and installed.

b) Web CAD – All Web CAD data for items such as but not limited to calls for service is stored in an Oracle database. File attachments that are uploaded to Web CAD are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of the customer's data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

(c) Web RMS – All Web RMS data for items such as but not limited to incidents, arrests, and property and evidence is stored in an Oracle database. File attachments that are uploaded to Web RMS are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of the customer's data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

(d) Web JMS – All Web JMS data for items such as but not limited to booking, release and inmate history is stored in an Oracle database. File attachments that are uploaded to Web JMS are stored on a file system in Microsoft Government Azure. Kologik will provide a digital copy of the customer's data in the form of an Oracle database backup for all data except file attachments. The file attachments will be provided separately along with the database. The Oracle database backup can be restored into another Oracle database and the information can be queried or extracted by third-parties such as a customer IT department or another vendor. Oracle provides a free Oracle database called Oracle Database Express Edition that can be downloaded and installed.

11.5 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11 and 12 shall survive the termination of this Agreement.

12. General Provisions.

12.1 Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

12.2 Confidentiality. During the term of this Agreement and at all times thereafter, each Party shall, and shall ensure that its respective directors, officers, employees, contractors and agents hold any and all Confidential Information disclosed by the other Party pursuant to this Agreement in the strictest confidence and in accordance with state and federal law. "Confidential Information" shall include without limitation all information and records whether oral or written or disclosed prior to or subsequent to the execution of this Agreement which has been marked "Confidential" or should reasonably be considered confidential, such as patents, utilization review, quality assessment, finances, volume of business, methods of operation, trade secrets, contracts, and prices, and price-related information. Each Party shall destroy any Confidential Information received from the other following the Event for which the Solution has been designed. Each Party agrees that disclosure of the other's Confidential Information other than in accordance with this Agreement shall cause irreparable injury to the other, and that the other Party shall be entitled to injunctive relief to prevent one another's breach of this Section. Nothing in this Section shall restrict either Party with respect to information or data: (i) that such Party rightfully possessed before it received the information from the other, as evidenced by written documentation of such possession; (ii) that subsequently becomes publicly available through no fault of such Party; (iii) that is subsequently furnished rightfully to such Party by a third party (excluding affiliates of the other) not known to be under restrictions on use or disclosure; (iv) that is required to be disclosed by applicable law (solely to the extent of such requirement), provided that the disclosing Party will exercise reasonable efforts to notify the other prior to disclosure; or (v) that is independently developed by such Party without any confidential information of the other.

12.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not assignable by either Party without the prior written consent of the other. Notwithstanding the foregoing, upon reasonable notice, either party may assign all or any part of its rights and obligations under this Agreement without consent to (a) any entity resulting from any merger, consolidation or other reorganization of the assigning party, (b) any operating entity controlling the assigning party, or owned or controlled, directly or indirectly, by the assigning party, (c) any affiliate of the assigning party, or (d) any purchaser of all or substantially all of the assets of the assigning party.

12.4 No Waiver. If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

12.5 Electronic Media. A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

12.6 Right to Subcontract. Kologik may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Kologik to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Kologik.

12.7 Entire Agreement. This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

12.8 Force Majeure. Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

12.9 Notices. Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; (ii) three (3) business days after the date of mailing if sent by certified or registered mail; (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery, or (iv) upon read receipt of delivery by electronic communications at orders@kologik.com. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To Kologik:	Kologik LLC
	301 Main Street, Suite 2200
	Baton Rouge, LA 70801
	Attn: Paul San Soucie
	Email: orders@kologik.com

To Customer: Clay County Sheriff's Office
 Address: 215 W. Gilbert Street
 City, State, Zip: Henrietta, TX 76365
 Main Contact Email: kirk.horton@co.clay.tx.us

12.10 Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

12.11 Waiver and Modification. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

12.12 Modifications. Any amendment, supplementation or other modification of any provision of this Agreement shall be effective only if in writing and signed by both Parties. It is the intent of the Parties that this Section 12.12 shall expressly apply to exclude any additional or conflicting terms in any purchase order or similar ordering document ("PO") issued by Customer, and requires instead a writing between the Parties that is separate and apart from any such PO to amend or add to this Agreement.

12.13 Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of legal association between the Parties and each Party is an independent contractor.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

12.15 Non-Solicitation of Employees. Each Party agrees that during the term of this Agreement and for a period of two years after its expiration or termination, neither Party will solicit or encourage any employee or consultant to discontinue their employment or engagement with the other Party. This provision shall not apply to employment opportunities of either Party advertised to the general public (e.g., newspaper advertisement, internet advertisement or listing, etc.) to which an employee of either Party may respond.

12.16 Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.

12.17 Choice of Law; Dispute Resolution; Jurisdiction; Venue. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of Louisiana, without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. Any litigation arising out of or relating to this Agreement shall take place nonexclusively in the appropriate state or federal court in the State of Louisiana.

12.18 Paragraph Headings. The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

12.19 Marketing. From time to time, Kologik lists and/or mentions its customers in its marketing and communications initiatives including social media. Customer agrees that Kologik may use Customer's name and logo free of charge for such purpose for the duration of the Term. In addition, Kologik may work with customer on a Press Release, Case Study or Testimonial subject to approval by the Customer before publication.

12.20 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document.

12.21 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power and authority to enter into this Agreement and bind such Party accordingly.

KOLOGIK LLC**CUSTOMER**BY: Paul San SoucieBY: Sidney K. HortonNAME: Paul San SoucieNAME: Sidney K. HortonTITLE: CEOTITLE: SheriffDATE: 01 / 12 / 2024DATE: 01 / 12 / 2024

Additional Contact Information

Primary Contact Name: Sidney K. Horton
Primary Contact Job Title: Sheriff
Primary Email: kirk.horton@co.clay.tx.us
Primary Contact Phone: 940-538-5611

Agency Head Name: Sidney K. Horton
Agency Head Job Title: Sheriff
Agency Head Email: kirk.horton@co.clay.tx.us

Onboarding Contact Name: Tina Barnett
Onboarding Job Title: IT Director
Onboarding Contact Email: tina.barnett@co.clay.tx.us

Billing Contact Name: Jolene Ayala
Billing Contact Email: jolene.ayala@co.clay.tx.us
Billing Contact Phone: 940-538-5611

Kologik Contracts Rep. Name: Megan Lee
Kologik Contracts Rep. Phone: 214-281-4333
Kologik Contracts Rep. Email: mlee@kologik.com

SCHEDULE A PRODUCTS & PRICING SCHEDULE

01 / 09 / 2024

Customer Name and Address: Clay County Sheriff's Office (TX)
215 W. Gilbert,
Henrietta, TX 76365
Attn: Sheriff Kirk Horton

Renewal Term Start Date: 4/1/24

Initial Term: Commencing on the term date as defined in 11.1 of the Agreement and continuing for three (3) years thereafter.

Product/Services Selected: Kologik SaaS Solution

Proposal Number: 1

ORI #:

of Sworn Officers:

Data Migration/Integration From: N/a

Agency Physical Address:

ADDITIONAL NOTES

To begin in the new term: TLETS host discount reflected below. 10% increases per year applied.

QTY	Item Description	Unit Price	Total Price
Initial Set-up Fees (One-time)			
QTY	Item Description	Unit Price	Total Price
Kologik SaaS Solution Fees (Recurring)			
13	COPsync Texas Additional License - Full-Time User (Recurring) Per User	\$1,000.00	\$13,000.00
4	COPsync Texas Additional License - Command (Recurring) Per User	\$240.00	\$960.00
7	COPsync Texas Additional License - Part-Time (Recurring) Per User	\$300.00	\$2,100.00
9	COPsync Texas Additional License - Dispatch (Recurring) Per User	\$300.00	\$2,700.00
5	COPsync Texas Additional License - Admin/Clerical (Recurring) Per User	\$300.00	\$1,500.00
1	CAD Basic System (Recurring) Includes up to 5 licenses	\$600.00	\$600.00
1	RMS Basic System (Recurring) Base includes up to 5 licenses	\$600.00	\$600.00
0	RMS Licenses (Recurring) Per User	\$180.00	\$0.00

1	JMS Basic System (Recurring) Includes up to 5 licenses	\$600.00	\$600.00
9	JMS Additional license (Recurring) Per User	\$180.00	\$1,620.00
1	TLETS Host DISCOUNT (Recurring)	\$5,500.00	-\$5,500.00
			\$18,180.00
Item Description		Total Price	
TOTAL FEES: Three (3) Year Cost of Kologik SaaS Solution			
Set-Up Fees One-time		\$0.00	
DISCOUNTED RENEWAL FEES:			
DISCOUNTED Year 1 Fees		\$18,180.00	
DISCOUNTED Year 2 Fees		\$19,998.00	
DISCOUNTED Year 3 Fees		\$21,997.80	

INVOICING AND PAYMENT TERMS

Invoicing. Unless otherwise agreed by the parties, Kologik will invoice Customer for the Year 1 Fees at or near the signing of this Agreement for the Year 1 Fees of \$18,180.00. Year 2 and Year 3 fees will be invoiced 30 days prior to the anniversary date of the Agreement. Additional fees will be invoiced upon completion of each.

Payment Terms. Payments are due no later than thirty (30) days following the date of Kologik invoice.

Additional Fees. Credit card payments are subject to a processing fee.

Additional license fees will apply if Customer desires to add more Sworn Officers or civilian workers. These additional fees will be invoiced on a prorated basis at the contracted rate for each license.

SCHEDULE B

Kologik SAAS SOLUTION Service Levels and Standard Customer Support Policy

Two (2) ways to contact Support:

Phone: 855-339-9417 or 469-680-1400

Email: support@kologik.com

Uptime Availability

Kologik will maintain 98% total availability of the software and Service to Company (for purposes of this support policy, "Company" shall refer to Kologik's Customer) measured on a monthly basis, excluding scheduled maintenance of four (4) hours per month or less ("Scheduled Maintenance"). Kologik will provide Company with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Company in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM CST to 8PM CST ("Normal Business Hours".) Emergency repairs will be performed as required and Kologik will promptly notify Company of such action.

Service Level Definitions

LEVEL 1 – Support provides the following services:

- Forgotten ID's and passwords
- Account expiration issues (ID and password changes)
- Day-to-day use of the Kologik Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:

- Additional contact with the customer to continue to triage the support request and resolve items such as:
- Data issues including integrity and accuracy
- Problems with maps including geo-location inaccuracies
- Problem with CAD or other related Crime data feeds
- Problems with included third-party components
- Server imbalance
- Performance issue
- Interface with Level 3 support team to help identify a resolution

LEVEL 3 – Support services provide code level changes to the application

- Identification and resolution of a software failure which requires a patch or fix
 - Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes
-

Severities

Severity 1 High Priority Critical	Definition: System down or unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 2 Medium Priority	Definition: Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically, a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST to 8PM CST. Requests will be responded to within 4 hrs during these business hours. Kologik will provide the status of the work request on a regular basis via telephone, email or other form of communication to the requester.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Kologik will provide Licensee with a resolution time ("Resolution Commitment Date").

Severity 3 Low Priority	Definition: Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically, a workaround is available. Severity 3 issues do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Kologik support team will work on the problem / request during normal office hours. During this period, the customer must be available to help with the problem determination and resolution.

Severity 4 Low Priority	Definition: Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM CST and 5PM CST.
Resolution Time	Kologik support team will work on the problem / request during normal office hours with the assistance of the customer.

Remedy

If Kologik does not meet its system availability commitment of 98%, as set forth above, upon Company's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Company may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with Kologik and its network or data center. No credit will be given if it is determined the problem is at Company, the Internet, or otherwise out of Kologik's control.

Signature Certificate

Reference number: EHXVJ-KG8AX-E6NXQ-V6GWQ

Signer

Timestamp

Signature

Kirk Horton

Email: kirk.horton@co.clay.tx.us

Shared via link

Sent:

12 Jan 2024 18:10:21 UTC

Viewed:

12 Jan 2024 18:31:16 UTC

Signed:

12 Jan 2024 18:42:22 UTC

Sidney K. Horton

IP address: 216.213.123.183

Location: Henrietta, United States

Paul San Soucie

Email: pauls@kologik.com

Sent:

12 Jan 2024 18:10:21 UTC

Viewed:

12 Jan 2024 18:55:20 UTC

Signed:

12 Jan 2024 18:56:42 UTC

Paul San Soucie

Recipient Verification:

✓ Email verified

12 Jan 2024 18:55:20 UTC

IP address: 64.56.22.130

Location: Prairieville, United States

Document completed by all parties on:

12 Jan 2024 18:56:42 UTC

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SCHEDULE A PRODUCTS & PRICING SCHEDULE

05 / 24 / 2023

Customer Name and Address: Clay County Sheriff's Office (TX)
215 W.Gilbert,
Henrietta, TX76365
Attn: Sheriff Jeff Lyde

Renewal Term Start Date: 4/1/24

Initial Term: Commencing on the term date as defined in 11.1 of the Agreement and continuing for three (3) years thereafter.

Product/Services Selected: Kologik SaaS Solution

Proposal Number: 2

ORI #:

of Sworn Officers:

Data Migration/Integration From: N/A

Agency Physical Address:

ADDITIONAL NOTES

To begin in the new term. TLETS host discount reflected below. 10% increases per year applied.

QTY	Item Description	Unit Price	Total Price
Initial Set-up Fees (One-time)			
QTY	Item Description	Unit Price	Total Price
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