GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: GSAAdvantage.gov. For more information on ordering from Federal Supply Schedules click on the GSA Schedules link www.gsa.gov.

MULTIPLE AWARD SCHEDULE (MAS)

CONTRACT NUMBER: 47QSWA18D003K
CONTRACT PERIOD: April 13, 2018 – April 12, 2023

LARGE CATEGORY – SECURITY AND PROTECTION
Subcategory: Protective Equipment
SIN 334220 Surveillance Systems, Wearable Body Cameras, and Vehicular Video
Subcategory: Security Systems
SIN 334290 Security and Detection Systems
SIN 334290L Physical Access Control Systems (PACS) - Legacy
Subcategory: Security Services
SIN 541330L Security System Integration, Design, Management, and Life Cycle Support
SIN 611430ST Security Training

LARGE CATEGORY – INFORMATION TECHNOLOGY
Subcategory: IT Hardware
SIN 334111 Purchasing of new electronic equipment
Subcategory: IT Software
SIN 511210 Software Licenses

LARGE CATEGORY – MISCELLANOUS
Subcategory: Complimentary Special Item Numbers (SINs)
SIN ANCILLARY Ancillary Supplies and Services
SIN OLM Order-Level Materials

CONTRACTOR: ICU Technologies, Inc.
1382 Blue Oaks Blvd., Ste 110 | Roseville, CA | 95678
Phone Number: 530-488-7200 | Fax Number: 559-892-1142
E-mail: gsa.sales@icu-techinc.com | www.icu-techinc.com

BUSINESS SIZE: Veteran Owned-Small Business (VOSB)
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Attachments – GSA Approved EULAS

Centegix  
Evolv Technologies  
FUSUS  
SafePointe  
TipNow
CUSTOMER INFORMATION (Ordering Guidance)

1a. Special Item Numbers:

SIN 334220 Surveillance Systems, Wearable Body Cameras, and Vehicular Video
SIN 334290 Security and Detection Systems
SIN 334290L Physical Access Control Systems (PACS) - Legacy
SIN 541330L Security System Integration, Design, Management and Life Cycle Support
SIN 611430ST Security Training
SIN 33411 Purchasing of new electronic equipment
SIN 511210 Software Licenses
SIN ANCILLARY Ancillary Supplies and Services
SIN OLM Order-Level Materials

1b. Lowest Priced Item/SIN:

SIN 334290L, AC-HID-CORP1K-MC-1000, Price: $.31/ea
SIN 334220, H4-BO-DEMO1, Price: $4.49/ea
SIN 33411, IPSCM-RM-DB, Price: $10.07/ea
SIN 511210, IPSVSX-UL, $.01/ea

1c. Hourly Rates (Services):

SIN 334290, ANCILLARY, Security Technician I $128.23/hr
SIN 611430ST, Senior Trainer, $223.28/hr
SIN 541330L, Senior Programmer, $177.55/hr

2. Maximum Order:

SIN 334290L - $250,000; SIN 334220 - $250,000; SIN 334290 - $250,000; SIN 541330L - $250,000; SIN 611430ST - $0; SIN 33411 - $500,000; SIN 511210 - $500,000; SIN ANCILLARY - $250,000; SIN OLM - $250,000

*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

3. Minimum Order: $100.00


5. Points of Production: USA

6. Statement on Net Price: Prices shown in pricelist are net (negotiated discount has been applied and the IFF has been added).

7. Quantity Discounts: 1%, 250k; 2%, 500k (Avigilon Items Only)
8. **Prompt Payment Terms:** Net 30 days, 0%. *Information for Ordering Offices:* Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9a. **Government purchase cards at/below micro-purchase threshold:** Accepted at or below the micro-purchase threshold

9b. **Government purchase cards above micro-purchase threshold:** Please contact contractor.

10. **Foreign Items:** None

11a. **Time of Delivery:** 30 days ARO

11b. **Expedited Delivery:** Consult with Contractor.

11c. **Overnight and Two-day Delivery:** Consult with Contractor for rates.

11d. **Urgent Requirements:** Consult with Contractor.

12. **F.O.B Points:** FOB Origin

13a. **Ordering Address:** Same as Contractor’s Address

13b. **Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in FAR 8.405-3

14. **Payment Address:** 1382 Blue Oaks Blvd., Ste 110 Roseville, CA 95678

15. **Warranty Provision:** Standard Commercial Warranty. Customer should contract contractor for copy of warranty or generally N/A for services

15a. **Return/Restocking Policy:** None

16. **Export Packing Charges:** N/A

17. **Terms and conditions of commercial credit card acceptance:** Contract Contractor for credit card limit Government acceptance over micro purchase threshold.

18. **Terms and conditions of Government rental, maintenance, and repair:** N/A
19. Terms and conditions of Installation  
N/A

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices  
N/A

20a. Terms and conditions for any other services  
N/A

21. List of service and distribution points  
N/A

22. List of participating dealers:  
N/A

23. Preventive Maintenance:  
N/A

24a. Environmental Attributes:  
N/A

24b. Section 508 Compliance:  
N/A

25. Unique Entity Identifier (UEI):  
G5GUHKE9YMS8

26. SAM Registration:  
SAM Registration valid and current.
ABOUT ICU TECHNOLOGIES

ICU has worked hard to build an amazing safety and security portfolio of solutions to offer to our gov/ed clients – all available through our GSA MAS. We deliver turnkey public safety security solutions by leveraging the best-in-breed technologies which generate measurable business outcomes to local, state, and federal government agencies. Our exclusive focus on public sector, law enforcement, and campus safety at schools provides us the expertise to help our clients navigate the real issues at hand and achieve your strategic objectives.

We’re not just another vendor.
We’re your partner.

Whether you are in the beginning stages of planning a safety or security strategy or in the middle of a tiresome and tedious RFP, give us a call. Like all our clients, you will be glad you did.
Our best-in-class integrated services and capabilities include:

★ Services
- Site Surveys
- Design and Engineering
- Threat, Vulnerability, and Risk Assessments
- Procurement, Installation, Integration, Testing, Training, and Documentation
- Security Services Program Management and Administrative Support

★ Capabilities
- Intrusion Detection
- Access Control Systems
- Video Systems
- Forward Looking Infrared (FLIR) and/or Acoustic Sensors
- Perimeter/Outdoor Security Systems
- Emergency Phone & Communication Solution
- Mobile Sensor Systems
- Real-Time Crime Center
- License Plate Recognition
- Identity and Access Management
- 911 Emergency Response Support Services
- Firewall Monitoring and Management
- Physical Security Sensor Systems
- Gun-Shot Detection System
- Solar powered surveillance IP
- 5G fixed wireless connectivity
DESCRIPTION OF PRODUCTS & SERVICES

Security & Protection

**334220 Surveillance Systems, Wearable Body Cameras, and Vehicular Video**
Includes surveillance systems, wearable body cameras, and vehicle videos, including video storage and services as part of a total solution.

NOTE: Subject to Cooperative Purchasing

**334290 Security and Detection Systems**
Includes security and detection systems and devices, such as gas detectors, pressure level monitoring, patient/detainee monitoring systems, etc.

NOTE: Excludes vehicular alarms.
NOTE: Subject to Cooperative Purchasing

**334290L Physical Access Control Systems (PACS) – Legacy**
Includes physical access control systems (PACS), such as card-controlled access, biometrics, security barriers, etc. Includes non-FIPS physical access control systems.

NOTE: Subject to Cooperative Purchasing

**541330L Security System Integration, Design, Management, and Life Cycle Support**
Includes services involving the security integration/management discipline, which supports security products and systems throughout their lifecycle. Services may include, but are not limited to: testing, production, fielding, process improvement, disposal, etc.

NOTE: Subject to Cooperative Purchasing

**SIN 611430ST Security Training**
Includes all security training related to law enforcement, security, emergency preparedness and/or first responders. Examples include instructor-led training, web-based training, pre-set courses, training development, etc.

NOTE: Subject to Cooperative Purchasing
Information Technology

33411 Purchasing of new electronic equipment
Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing

511210 Software Licenses
Includes both term and perpetual software licenses and maintenance.

NOTE: Subject to Cooperative Purchasing

Ancillary Supplies and Services
Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor’s offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

OLM Order-Level Materials
OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

OLM SIN-Level Requirements/Ordering Instructions:
OLMs are:
- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:
- "Open Market Items."
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:
- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against an FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.
COOPERATIVE PURCHASING PROGRAM

ICU’s MAS contract is qualified to accept orders from state, local and tribal governments to purchase IT, security, and law enforcement products and services offered on this contract at any time, for any reason, using any funds available.

Who is Eligible?

40 U.S.C § 502 (c) offers the following definition of state or local government:

"The term, 'State or local government' includes any State, local, regional, or tribal government, or any instrumentality thereof (including any local educational agency or institution of higher education)." Educational Institutions include:

- Local elementary, middle, and high schools operated by public school boards;
- Public colleges, community colleges, technical colleges; and
- Public universities that provide at least a two-year program that offers a degree or offers credit toward such a degree.

Program Authority

Access to Schedules for non-federal buyers is authorized under law.

- Public Law 107-347
- Public Law 110-248

Why buy through GSA’s Cooperative Purchasing Program?

Features and Benefits include:

- Total solutions for IT, law enforcement and security
- Fair and reasonable ceiling prices and the ability to negotiate additional discounts
- Streamline buying process with no RFP competition mandate
- Direct vendor-customer relationship
- Interoperable products to meet Homeland Security needs
- Value-added features – Warranty – Expedited delivery – Commercial terms and conditions

www.gsa.gov/cooperativepurchasing
DISASTER PURCHASING PROGRAM

ICU’s MAS contract is qualified to accept orders from state and local governments to buy supplies and services directly from all GSA MAS Schedules to facilitate disaster preparation, response, or major disaster recovery.

State and local governments can purchase equipment and services to support natural or man-made disasters, including acts of terrorism, or nuclear, biological, chemical, or radiological attack.

Program Authority

Access to Schedules for non-federal buyers is authorized under law.

- Public Law 109-364
- Public Law 111-263

Disaster funding can be spent before, during and after an incident

- “Preparedness” means actions that involve a combination of planning, resources, training, exercising, and organizing to build, sustain, and improve operational capabilities. Preparedness is the process of identifying the personnel, training, and equipment needed for a wide range of potential incidents and developing jurisdiction – specific plans for delivering capabilities when needed for an incident.
- “Response” means immediate actions to save lives, protect property and the environment, and meet basic human needs. Response also includes the execution of emergency plans and actions to support short-term recovery.
- “Recovery” means the development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private-sector, nongovernmental, and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post incident reporting; and development of initiatives to mitigate the effects of future incidents.

www.gsa.gov/disasterpurchasing
BRANDS & SOLUTION OFFERINGS

ICU offers the following technology and security brands through our MAS GSA contract to deliver a fully integrated solution which meets the most urgent of needs of federal, state, and local agencies to protect people, places and assets in today’s ever-changing landscape.

Advanced Network Devices manufacturers the components for a mass notification system designed to keep people informed and connected throughout the day and safe during critical events. IP devices on a government network enable mass notification to reach and make the best impact on the intended audience. Their IP displays, IP speakers, and IP hubs can leverage integrated non-network devices, such as traditional speakers, strobes, buttons, sensors, contact closures, and access control devices, as well as SIP / VoIP phones and mass notification software.

Avigilon Security Solutions are designed as easy-to-use software and hardware IP network products that include image capture, analysis, storage, transfer, and playback of high-quality video surveillance footage with visually lossless compression (no perceptible loss of visual detail), and electronic access control management. Avigilon Security Solutions may be configured into a customized, end-to-end, integrated intelligent security system that provides high quality video and data using relatively low bandwidth. Avigilon Security Solutions include features such as: electronic access control, automatic event detection, pattern-based analytics algorithms, teach-by-example self-learning capabilities, alarm monitoring, integrations with third party platforms, video export, enterprise-level server and site management, extended video wall viewing, object search, appearance search, and remote viewing via mobile devices.

BCDVideo purpose-built video recording servers set the industry standard for performance, quality, and affordability. Their video recording servers include options to support four to 4,000+ security cameras, maximizing bandwidth for a variety of software applications and market verticals.
Since the launch of CrisisAlert, by Centegix, school districts have found a solution that stands up to the rigors and limitations of real-world emergencies while minimizing the time and fine motor skills required to initiate and respond to whatever crisis arises. The CrisisAlert badge is the fastest and easiest way for teachers and staff to immediately get help, anywhere on campus. This innovative technology solution is critical where seconds matter.

Evolv exists to make everywhere safer while allowing everyone to enjoy their everyday lives. At its core, Evolv makes this experience possible by enabling flow. Through a combination of technologies that include advanced sensors, machine learning, cloud analytics, and centralized data stores, the Evolv platform creates a seamless experience for visitors to public venues while helping security personnel spot guns, knives, and explosives with ease and accuracy. Evolv’s low profile ensures venues won’t have to compromise customer experience to increase safety.

The Fusus Real-Time Crime Center in the Cloud (RTC3) extracts and unifies live video, data and sensor feeds from virtually any source, enhancing the situational awareness and investigative capabilities of law enforcement agencies. We create a public safety ecosystem that combines video with other utilities like CAD data, gunfire detectors, real-time officer geolocator feeds, a registry map of all the public and private cameras in your region, a multi-media tips line for the public, and a digital evidence vault for investigators. Fusus enables Law Enforcement and Public Safety agencies to operate more efficiently, with improved operational intelligence, and with a proactive emphasis on officer, citizen, and community safety.

Live911 provides the ability for first responders in the field, as well as any support personnel such as Watch Commanders, UAS Operators (DFR), Real Time Crime Center (RTCC) Staff, Incident Commanders, EOC Staff, etc., to monitor the location and audio of incoming 911 emergency calls. The geotagged call is provided to those field personnel within a pre-determined radius. The intent is to provide first responders with the most immediate and complete information of an ongoing emergency incident.

IPVideo Corporation harnesses the power of the Internet of Things (IoT) and incorporates artificial intelligence (AI) and machine learning to deliver a range of open platform physical security, sensor and audio/visual solutions that provide maximum flexibility, performance, ease-of-use and value. We design and manufacture the HALO IOT Smart Sensor, a security device for privacy areas and an environmental monitoring tool. Sends alerts to security personnel. Vape Detection, Chemical Detection, Sound Frequency Monitoring, Air Quality Monitoring, Room Occupancy Alerting, Privacy Area Security, Keyword Detection, Gunshot Detection, Aggression and Loud Disturbances.

Louroe Electronics is the leading U.S. manufacturer of audio monitoring systems, microphones, and base stations. Their line of Verifact microphone and microphone/speaker systems are designed to interface with DVRs, IP network cameras, sound card modules, video servers, encoders/decoders, and CCTV systems. Manufacturer of hardware and analytic software for gun-shot detection, aggression, car break, glass break (sound detection).

Panasonic i-PRO Sensing Solutions Corporation of America, a global leader in professional security solutions for surveillance and public safety, offers their i-PRO S-series line of network cameras. With the i-PRO S-series, the AI processing found in Panasonic i-PRO Sensing Solutions’ premium products provides comprehensive surveillance and security solutions for education facilities, schools, and campuses.
The SafePointe Targeted Magnetic Moment (TM2) sensor system offers an effective method for covert threat detection of mass casualty weapons, such as rifles and bombs, on person or in baggage. Defense-qualified technology adapted from a long-linear form factor for perimeter security and geophysical survey applications. Optimized for facility entrance threat detection.

Schlage is a manufacturer of door lock cylinders and access control components for campus safety solutions at school districts and government office buildings.

Siklu Wireless is the manufacturer of a multi-gigabit fiber-like wireless solution that starts with planning and covers access and aggregation in urban, suburban, and rural settings. Operating in the millimeter wave bands, its wireless solutions are used by leading service providers and system integrators to provide gigabit broadband, 5G fixed wireless and smart/safe city connectivity.

Singlewire’s alert software offers the only emergency notification system that reaches people on-premises and when they are mobile. InformaCast helps extend the reach of communications tools already in place, reducing costs and saving time. When communication matters most, InformaCast notification software provides the speed and reach to get critical information into the hands of the people who need it. This versatile mass communication system works with mobile and on-premises devices to protect people when emergencies strike.

TipNow™ Pro is a threat intelligence platform which enable the campus community of students, teachers, leaders, and campus safety/campus police to communicate regarding threats. With the increase in violence in our cities law enforcement agencies need to respond and take back their cities. To quickly quell the violence, we need to implement A Threat Intelligence Platform that combines the power of artificial intelligence with anonymous communication reporting and video analytics is a must in the current environment.
## Services – Labor Categories & Rates

<table>
<thead>
<tr>
<th>SIN (s)</th>
<th>Labor Categories</th>
<th>GSA Price (w/IFF) Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>541330L</td>
<td>Program Manager</td>
<td>$276.19</td>
</tr>
<tr>
<td>541330L</td>
<td>Senior Project Manager</td>
<td>$217.01</td>
</tr>
<tr>
<td>541330L</td>
<td>Project Manager</td>
<td>$197.28</td>
</tr>
<tr>
<td>541330L</td>
<td>Subject Matter Expert III</td>
<td>$313.85</td>
</tr>
<tr>
<td>541330L</td>
<td>Systems Engineer</td>
<td>$228.66</td>
</tr>
<tr>
<td>541330L</td>
<td>Senior Programmer</td>
<td>$177.55</td>
</tr>
<tr>
<td>611430ST</td>
<td>Senior Trainer</td>
<td>$223.28</td>
</tr>
<tr>
<td>541330L</td>
<td>Security Technician I</td>
<td>$128.23</td>
</tr>
<tr>
<td>541330L</td>
<td>Security Technician II</td>
<td>$138.10</td>
</tr>
<tr>
<td>541330L</td>
<td>Project Lead</td>
<td>$162.76</td>
</tr>
<tr>
<td>541330L</td>
<td>Security Engineer</td>
<td>$172.62</td>
</tr>
</tbody>
</table>

## Products Pricing

See GSA Advantage
Labor Category Descriptions

Commercial Job Title: Program Manager

Minimum/General Experience: Possesses at least 15 years with project management for related Security and Surveillance Technology Systems.

Functional Responsibility: Manages complex, mission-critical, strategic, and advanced technology-based programs for law enforcement, homeland defense, emergency preparedness, K-12 campus safety and security information technology clients. Serves as focal point for the contract and client regarding programs direction, task scheduling, and budget control. Directs internal and subcontractor team(s) and performs overall strategic management, planning, contract level performance metrics and production of overall contract/task order support operations. Effectively manages funds, personnel, production standards, and resources, and ensures quality and timely delivery of all contractual items.

Minimum Education: Bachelors degree

Commercial Job Title: Senior Project Manager

Minimum/General Experience: Possesses at least 12 years with project management for related Security and Surveillance Technology Systems.

Functional Responsibility: Responsible for leading all aspects of projects for law enforcement, homeland defense, emergency preparedness, K-12 campus safety and security information technology clients. Serves as a single point of contact for managing all tasks/subtasks to ensure that goals or objectives of projects are accomplished on time and within budget. Establishes work plan and multi-disciplinary staffing for each project phase, conducts surveys to determine user needs, and prepares project reports. Manages and supervises personnel involved in all aspects of project activity, organizes, and assigns responsibilities to subordinates, and oversees the successful completion of all assigned tasks. Performs Quality Control (QC) and Quality Assurance (QA) related reviews and tasks, when required.

Minimum Education: Bachelors degree

Commercial Job Title: Project Manager

Minimum/General Experience: Possesses at least 10 years with project management for related Security and Surveillance Technology Systems.

Functional Responsibility: Oversees and leads assigned tasks of projects for law enforcement, homeland defense, emergency preparedness, K-12 campus safety and security information technology clients. Guides projects from the original concept through final implementation.
Defines project scope and objectives, including developing detailed work plans, day-to-day management direction, schedules, project estimates, resource plans, status reports, and project tracking and analysis. Conducts project meetings and ensures quality standards. Provides advanced technical and strategic guidance to multiple project teams and oversees project deliverables. Responsible for assisting in all aspects of project technical, contractual, administrative, and financial performance. Manages and supervises personnel including technicians and ancillary support staff involved in all aspects of project activity, organizes, and assigns responsibilities to subordinates, and oversees the successful completion of all assigned tasks on security information technology projects.

**Minimum Education**: Bachelors degree

**Commercial Job Title**: Subject Matter Expert III

**Minimum/General Experience**: Possesses at least 20 years with related Security and Surveillance Technology Systems.

**Functional Responsibility**: Uses functional and/or subject matter area expertise gained through direct industry experience to assess the organizational, operational, and functional baseline for law enforcement, homeland defense, emergency preparedness, K-12 campus safety and security information technology clients. Works with senior government officials and executives to provide industry vision and strategic direction regarding their enterprise. May serve as an expert to assist agencies in determining and engaging a wide range of stakeholders, including local, state, and federal agencies. Guides the determination of systems, mission engineering, and business process inadequacies and deficiencies that affect the functional area’s ability to support/meet organizational threats. Participates in strategy sessions, strategic assessments, and design reviews to validate enterprise approach and associated work products. Provides expert consulting and advisory expertise in the areas of organizational and vulnerability assessments, intelligence and threat analysis, and resolution of overly complex project and problems. Recognized for strong expertise and recognition in determining industry issues and trends.

**Minimum Education**: Bachelors Degree

**Commercial Job Title**: Systems Engineer

**Minimum/General Experience**: Possesses at least 10 years with related Security and Surveillance Technology Systems.

**Functional Responsibility**: Defines and executes IT and security systems engineering activities within a project or program. Provides higher end technical services required as part of a technically complex IT or security system integration/installation project. Provides systems engineering problem definition, analysis, requirements development, and implementation for complex projects for law enforcement, homeland defense, emergency preparedness, K-12
campus safety and security information technology clients. Responsible for the overall scope of an integrated security solution; implementation of the protocols required for the integration of multiple security disciplines to include infrastructure, connectivity, hardware, and software; and is responsible for the overall selection of manufacturer and equipment required to implement the design solution. Coordinates Project Lead and Security Engineer to understand integration/installation, customer and support requirements and provides on-going communication regarding status of work efforts and issues encountered.

**Minimum Education:** Bachelors Degree

**Commercial Job Title:** Senior Programmer

**Minimum/General Experience:** Possesses at least 10 years with related Security and Surveillance Technology Systems.

**Functional Responsibility:** Participates in all phases of software and/or hardware development, including system design, analysis, architecture, and engineering in support of integrated solutions for law enforcement, homeland defense, emergency preparedness, K-12 campus safety and security information technology clients. Plans and directs the development of major programming projects and the installation of systems; programs, designs, analyzes, codes, implements, and tests software applications, modules, and databases in various languages, including those associated with scientific, technical, or engineering problems; performs process analyses to recommend improvements; performs system, network, and/or database administration, analysis, design, implementation, and testing. Analyzes and documents client needs and requirements; provides technical support including providing technical solutions and training; writes, modifies, and maintains software documentation and specifications. May serve as a technical task or team lead.

**Minimum Education:** Bachelors Degree

**Commercial Job Title:** Senior Trainer

**Minimum/General Experience:** Possesses at least 15 years with related Security and Surveillance Technology Systems.

**Functional Responsibility:** Provides training across all security platforms, enterprise wide for the complete lifecycle of all systems deployed in support of integrated solutions for law enforcement, homeland defense, emergency preparedness, K-12 campus safety and security information technology clients. Responsible for developing and implementing training programs to support safeguards and security projects using a wide variety of technical, environmental, management, and related activities. Performs technical research on emerging technologies to determine impacts on application execution and training requirements for clients.
Minimum Education: Bachelors Degree

Commercial Job Title: Security Technician I

Minimum/General Experience: Possesses at least 3 years with related Security and Surveillance Technology Systems.

Functional Responsibility: Expert in security system design and installation. Provides advice, counsel, review services, and opinions on a wide variety of matters pertaining to security systems operations and systems management.

Minimum Education: Bachelors Degree

Commercial Job Title: Security Technician II

Minimum/General Experience: Possesses at least 4 years with related Security and Surveillance Technology Systems.

Functional Responsibility: Expert in security system design and installation. Provides advice, counsel, review services, and opinions on a wide variety of matters pertaining to security systems operations and systems management.

Minimum Education: Bachelors Degree

Commercial Job Title: Project Lead


Functional Responsibility: Leads and directs the performance of a variety of related Security and IT projects. Responsible for ensuring high quality products and services that are delivered according to the agreed schedule and budget of the applicable task/delivery order.

Minimum Education: Bachelors Degree
**Commercial Job Title:** Security Engineer

**Minimum/General Experience:** Possesses at least 8 years with related Security and Surveillance Technology Systems.

**Functional Responsibility:** Contribute to the execution of the day-to-day tasks and support of the project along with implementing and deploying the major portions of the solution. Applies engineering expertise and knowledge of state-of-the-art software, hardware, network infrastructure, and/or information technology in support of integration of security and surveillance technology systems.

**Minimum Education:** Bachelors Degree

**EQUIVALENCY REQUIREMENTS**

Education and experience may be substituted for each other as indicated by the following equivalency requirements:

<table>
<thead>
<tr>
<th>Degree Level</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate degree</td>
<td>Two years relevant experience is equal to an Associate degree</td>
</tr>
<tr>
<td>Bachelors Degree</td>
<td>Associate degree plus four years relevant experience, or six years relevant experience.</td>
</tr>
<tr>
<td>Masters Degree</td>
<td>Bachelor's Degree plus four years relevant experience, or eight years relevant experience.</td>
</tr>
<tr>
<td>PH.D.</td>
<td>Master's Degree plus four years relevant experience, or ten years relevant experience.</td>
</tr>
</tbody>
</table>
These Standard Terms and Conditions (the “Standard Terms”) govern the rights and obligations of Customer and 34ED, LLC, a Delaware limited liability company doing business as CENTEGIX (“CENTEGIX”) with respect to the CrisisAlert™ Platform and any other products and services acquired from CENTEGIX as set forth on the applicable Order (collectively, the “Service”). Capitalized terms used and not otherwise defined in these Standard Terms have the meanings assigned in Section 12 below.

1. Subscription Terms.

1.1 CENTEGIX will provide the Service for the term specified in the Order Acknowledgement (the “Initial Term”). Customer has the right to access and use the Service during the Term pursuant to these Standard Terms. The fee for the Service (the “Service Fee”) is specified in the applicable Order Acknowledgement.

1.2 Customer is not acquiring any right or interest in the Service or any of the tangible components delivered to Customer as part of and solely for use with the Service and listed on the applicable Order Acknowledgement (the “Equipment”) other than the right to access and use the Service and the Equipment during the Term subject to these Standard Terms. CENTEGIX reserves all rights not expressly granted to Customer in these Standard Terms and retains all right, title and interest (including all intellectual property rights) in and to the Service and the Equipment under all applicable laws of the United States and any other applicable state, federal, or foreign law. For purposes of these Standard Terms, all references to the Service include the Equipment unless otherwise expressly stated in these Standard Terms.

1.3 Except as expressly permitted by these Standard Terms, Customer will not: (A) sublicense, transfer, or otherwise assign its rights, in whole or in part, to or to the Service to any third-party; or allow any third-party to access or use the Service; (B) modify, create derivative works of, translate, reverse engineer, de-compile, or disassemble the Service to develop any other device or program or for any other reason; or (C) copy the software portions of the Service, in whole or in part, without the prior written consent of CENTEGIX. Customer must retain all logos, legends, and notices relating to CENTEGIX ownership of the Service and the Equipment and the intellectual property rights of CENTEGIX therein.


2. Provisions Specific to the Equipment.

2.1 Customer acknowledges that CENTEGIX owns the Equipment, and that the Equipment is specially programmed for Customer and the Site at which the Equipment is initially installed.

2.2 In connection with the use of the Equipment, from time-to-time CENTEGIX will require Customer to take certain actions (e.g., reboot a component) for purposes of the continued operation of the Service and Customer will promptly comply with such directions. CENTEGIX is responsible for the continued operation of the Equipment except to the extent the Equipment is damaged as a result of the acts or omissions of Customer or its employees or agents.

2.3 Upon the expiration of the Term or other earlier termination of the Service, (A) the Equipment will be inoperable; and (B) Customer must decommission the Equipment and return the Equipment to CENTEGIX or an authorized recycler. Customer must return all Equipment in the same condition as when such Equipment was provided to Customer, normal wear and tear excepted. Customer shall delete the Software from all Electronic Devices and media on which the Software is then resident. Within thirty (30) days following termination of the applicable Order Acknowledgement, Customer shall certify to CENTEGIX in writing that it has complied with the preceding sentence. CENTEGIX will assist Customer in the decommissioning of the Equipment upon mutually agreed terms. In no event shall Customer resell or transfer the Equipment to a third party.

3. Installation, Implementation, and Other Professional Services.

3.1 Generally. If specified on the applicable Order Acknowledgement, CENTEGIX will perform installation services and implementation services at each Site, for the fees stated in the applicable Order Acknowledgement (the “Installation Fee” and the “Implementation Fee” and a shipping fee, respectively). CENTEGIX warrants that such Installation, Implementation, and other professional services (collectively, the “Professional Services”) shall be performed
3.2 **Customer Point of Contact.** Customer shall designate one or two individuals as the representatives of Customer (the “Customer Representatives”), whose names are set forth on each Order, and who shall be authorized to make decisions, approve plans, grant requests on behalf of Customer, and receive notices from CENTEGIX. Customer hereby authorizes CENTEGIX to rely on all communications from and decisions of the Customer Representatives.

3.3 **Configuration Information.** The Customer Representatives shall promptly complete the required information (the “Install Sheets”) for each Site, assist CENTEGIX in scheduling Installation at each Site, and perform the other obligations of Customer as outlined in the Order Acknowledgement. Customer acknowledges and agrees that the schedule for Installation and Implementation as mutually agreed by the Customer Representatives and CENTEGIX is dependent upon the prompt and accurate completion of Install Sheets and the other obligations of Customer as outlined in the Order Acknowledgement. Customer is responsible for any out-of-pocket costs incurred by CENTEGIX as a result of delays in the timely and accurate performance of Customer Responsibilities outlined in the Order Acknowledgment and these Standard Terms.

4. **Customer Data.**

4.1 Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use the data, information, and/or material that Customer submits to the Service in the course of using the Service (“Customer Data”).

4.2 Customer hereby grants CENTEGIX an irrevocable, perpetual, worldwide license to: (A) use Customer Data to provide the Service during the Term, and (B) process Customer Data to create a deidentified subset of Customer Data (the “CENTEGIX Compiled Data”). Customer acknowledges and agrees that: (x) CENTEGIX owns the CENTEGIX Compiled Data and all intellectual property rights in and to the CENTEGIX Compiled Data, and (y) that CENTEGIX is free to use CENTEGIX Compiled data for any lawful purpose including without limitation creation of statistical analysis, trend analysis, creation of data models, and creation of statistical rules, for resale. CENTEGIX does not own or have any right to use the Customer Data except as described in these Standard Terms.

4.3 CENTEGIX shall use commercially reasonable precautions to preserve the security and integrity and prevent any corruption, loss, damage, or destruction of the Customer Data. Customer is responsible for maintaining current backups of all Customer Data and securing Customer Data stored and processed at the Sites.

5. **FEES AND PAYMENT**

5.1 **Invoicing.** The applicable fees will be invoiced in accordance with the terms set forth in the applicable Order Acknowledgement. For any Renewal Term, the Service Fee will be invoiced on each anniversary of the Anniversary Date. In the event of pre-payment, invoicing will be adjusted to reflect prepayments of the Service Fee.

5.2 **Payment Terms.** Unless otherwise provided in the applicable Order Acknowledgement, all amounts are billed in US Dollars. All other payment terms may be found in the GSA Schedule contract and individual ordering document.

5.3 **Taxes.** CENTEGIX will not invoice Customer, and Customer will not pay, for sales, use, or excise taxes if Customer provides CENTEGIX with certificates or other evidence supporting the applicable tax exemptions.
6. INDEMNIFICATION

6.1 By Centegix. CENTEGIX shall indemnify, defend, and hold harmless Customer and its officers, directors, employees and agents (collectively, the “Customer Indemnitees”) against any losses, liabilities, damages, and expenses, including reasonable attorneys’ fees (collectively, “Losses”) arising out of or related to any third party claim that is based upon or alleges that the use of the Service as permitted under these Standard Terms infringes any patent, or a copyright, trade secret, trademark or other proprietary right of a third party (an “IP Claim”). Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

6.2 Indemnification Definitions. “Claim” means, as applicable, any IP Claim and any Customer Indemnifiable Claim. “Indemnitor” means a party that is required to provide indemnification pursuant to these Standard Terms. “Indemnitee” means a party seeking indemnification pursuant to these Standard Terms and includes Customer Indemnitees and CENTEGIX Indemnitees.

6.3 Procedures for Claims. Indemnitee agrees to give Indemnitor prompt written notice of any Claim for which Indemnitee seeks indemnification, provided however, any failure by Indemnitee to timely provide such notice will not relieve Indemnitor of its indemnification obligations except to the extent Indemnitor can demonstrate actual prejudice as a result of such failure. Within thirty (30) days after receiving Indemnitee’s notice of a Claim, but no later than ten (10) days before the date on which any formal response to the Claim is due, Indemnitor will notify Indemnitee in writing acknowledging its indemnification obligation and assuming control of the defense and settlement of the Claim (a “Notice of Election”). If Indemnitor delivers a timely Notice of Election to Indemnitee, Indemnitor shall have sole control over the defense and settlement of the Claim. Indemnitee shall cooperate with Indemnitor in the defense of the Claim. Indemnitee will have the right to participate with Indemnitor in the defense or appeal of any Claim, at Indemnitee’s option and at Indemnitee’s own expense (such expense not being indemnified by Indemnitor), but Indemnitor will have sole control and authority with respect to any such defense, compromise, settlement, appeal, or similar action, provided that Indemnitor obtains Indemnitee’s prior written consent to any settlement that requires Indemnitee to make any admission of fault or pay any amounts in connection with such settlement. If Indemnitor does not deliver a timely Notice of Election or does not conduct the defense of a Claim after delivering a timely Notice of Election, Indemnitee may defend and/or settle the Claim in such manner as it may deem appropriate, at the cost and expense of Indemnitor, including payment of any settlement, judgment or award and the costs of defending or settling the Claim. Indemnitor will promptly reimburse the Indemnitee upon demand for all Losses suffered or incurred as a result of or in connection with the applicable Claim.

6.4 IP Claims. In the event of an IP Claim, in addition to its obligations as the Indemnitor, CENTEGIX may, at CENTEGIX’s option, (i) modify or replace the Service so that it performs comparable functions without infringement; or (ii) obtain a royalty-free license for Customer to use the Service. If neither alternative (i) or (ii) is available to CENTEGIX on commercially reasonable terms, CENTEGIX may terminate all Orders upon a refund to Customer of an amount equal to the Service Fee paid for the unexpired portion of the then current Term.

7. INSURANCE

CENTEGIX will maintain in full force and effect: (a) Commercial general liability insurance, with coverage limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million dollars ($2,000,000) general aggregate for bodily injury and property damage; (b) Errors and Omissions liability insurance with limits of at least One Million Dollars ($1,000,000) per claim; and (c) workers’ compensation and Employer’s liability coverage as required under applicable state law.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF USE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, IN ANY WAY RELATED TO THESE STANDARD TERMS, THE PERFORMANCE OF ANY SERVICES PURSUANT TO THESE STANDARD TERMS, OR USE OF THE EQUIPMENT, WHETHER IN AN ACTION IN CONTRACT, BREACH OF WARRANTY OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.

8.2 CENTEGIX SHALL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS, SUITS, LIABILITIES,
DAMAGES OR LOSSES RELATED TO OR ASSOCIATED WITH THE PERSONAL INJURY, DEATH, OR REAL OR PERSONAL PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY EMERGENCY SITUATION OR ANY OTHER USE OF THE SERVICE WHETHER IN TORT, CONTRACT, ARISING FROM A COURSE OF CONDUCT, USAGE IN TRADE OR OTHERWISE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FEES CHARGED FOR THE SERVICE ARE ESTABLISHED AS A RESULT OF THE ALLOCATIONS OF RISK AND RESPONSIBILITY DESCRIBED IN THIS SECTION (LIMITATION OF LIABILITY) AND THAT CENTEGIX WOULD NOT HAVE PROVIDED THE SERVICE WITHOUT CUSTOMER’S AGREEMENT TO THE ALLOCATION OF RISK AND RESPONSIBILITY SET FORTH IN THIS SECTION (LIMITATION OF LIABILITY).

8.3 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CENTEGIX FOR ANY CLAIM, LOSS, OR DAMAGE IN CONNECTION WITH THESE STANDARD TERMS OR CUSTOMER’S USE OF THE SERVICE EXCEED THE AMOUNT PAID TO CENTEGIX PURSUANT TO AN ORDER ACKNOWLEDGEMENT FOR AN ORDER ACKNOWLEDGEMENT FOR THE PARTICULAR SERVICE WHICH GAVE RISE TO THE CLAIM DURING THE SIX MONTH PERIOD ENDED ON THE DATE THE CLAIM AROSE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE OBLIGATIONS OF CENTEGIX IN SECTION 6.1 (INDEMNIFICATION).

8.4 THE LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE STANDARD TERMS AND CONDITIONS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.


9. Confidentiality

9.1 Confidential Information. Except as may be provided by state or federal law, including open records requests made pursuant to the open records law of the jurisdiction of Customer, and requests made pursuant to the Freedom of Information Act (FOIA) (U.S.C. §522 et seq.), each recipient of Confidential Information (the “Recipient”) agrees that it will not disclose, provide, or otherwise make available any Confidential Information of the other party (the “Disclosing Party”) during the Term and for a period of 7 years thereafter, and in the case of Confidential Information that constitutes a trade secret under applicable law, for as long as such Confidential Information remains a trade secret. Each Recipient agrees that it will obtain a written confidentiality agreement from each third party (consultant or any other person) not governed by these Standard Terms who is provided access to the Confidential Information of the Disclosing Party. In addition, each Recipient agrees that it will not:

(i) use the Disclosing Party’s Confidential Information for any purpose beyond the scope of these Standard Terms;

(ii) Copy any part of the Disclosing Party’s Confidential Information or disclose any part of the Disclosing Party’s Confidential Information to any person other than Recipient’s employees or consultants who need the Disclosing Party’s Confidential Information to perform their duties;

(iii) Authorize or permit any such employee or consultant to use or disclose any part of the Disclosing Party’s Confidential Information in violation of these Standard Terms;

(iv) Reverse engineer, de-compile, or disassemble any of the Disclosing Party’s Confidential Information nor use any of the Disclosing Party’s Confidential Information for the purpose of reverse engineering, de-compiling, or disassembling the Software; or

(v) Produce any product nor offer any service of any nature whatsoever based in whole or in part on the Disclosing Party’s Confidential Information nor cause or assist any other Person in doing so.

9.2 Exclusions. The Recipient’s obligations under these Standard Terms will not apply to any portion of the Disclosing Party’s Confidential Information that:

(i) At the time of disclosure to Recipient, was in the public domain or subsequently becomes a part of the public domain through no breach of these Standard Terms;
(ii) Recipient had in its possession at the time of disclosure by the Disclosing Party, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from the Disclosing Party or with knowledge of confidentiality restrictions;

(iii) Recipient subsequently acquires by lawful means from a third-party who is under no obligation of confidentiality or non-use owed to Disclosing Party;

(iv) Recipient subsequently independently develops without any use of or reference to the Disclosing Party’s Confidential Information; or

(v) Becomes a part of CENTEGIX Compiled Data.

9.3 Disclosure Pursuant to Legal Process. If Recipient is legally compelled (including pursuant to open records requests and FOIA requests) to disclose any portion of the Disclosing Party’s Confidential Information, Subject to the time constraints of open records requests and FOIA requests, Recipient will give Disclosing Party prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Disclosing Party’s Confidential Information that must be disclosed. Recipient will disclose only that portion of the Disclosing Party’s Confidential Information that is legally required to be disclosed.

9.4 Enforcement. Recipient acknowledges that Disclosing Party may have no adequate remedy at law should Recipient breach its obligations under this Section 7 and agrees that Disclosing Party will be entitled to enforce its rights under this Section 8 by seeking appropriate equitable relief including a temporary restraining order and an injunction. No delay or failure by Disclosing Party in exercising any right under these Standard Terms will be construed to be a waiver of that right or of the right to assert a claim with respect to any future breach of these Standard Terms.

9.5 Return or Destruction of Confidential Information. Upon request by the Disclosing Party, the Recipient will destroy the Disclosing Party’s Confidential Information, including all copies of the Disclosing Party’s Confidential Information, and all abstracts, summaries or documents produced using the Disclosing Party’s Confidential Information and, upon request, will certify to the Disclosing Party in writing that all copies, abstracts, summaries, and documents have been destroyed. Notwithstanding any provision of these Standard Terms to the contrary, no provision of these Standard Terms shall require the destruction of (i) Confidential Information required to be retained by the Recipient’s document retention policy and (ii) copies of any computer records or files containing Confidential Information that have been created pursuant to automatic archiving and back-up procedures which cannot reasonably be deleted.

10. TERM; TERMINATION

10.1 Term. Customer may use the Service during the Initial Term. Customer may renew the right to use the Service by submitting an Order for a renewal term (each, a “Renewal Term,” and, with the Initial Term, the “Term”). Customer acknowledges that failure to renew the applicable Term will terminate Customer’s access to and use of the Service.

10.2 Termination. See GSA Schedule contract for terms and conditions of termination.

10.3 Effect of Termination. Within thirty (30) days of the termination of an Order Acknowledgement for any reason, the affected Sites will be decommissioned and CENTEGIX will cease provision of the Service. Upon termination, Customer will use reasonable efforts to notify all users of the Service that the Service have been terminated. Except as expressly set forth in these Standard Terms, amounts paid to CENTEGIX for Equipment, Service, and Professional Services are non-refundable.

11. GENERAL.

11.1 Independent Contractor. The parties are and shall be independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venture, employee, or partner of the other party for any purpose. Neither party shall have any authority to act for or to bind the other party in any respect, nor shall either party hold itself out as having such authority.

11.2 Limitations. The CRISIS ALERT System is not a life-saving system, and no part of the CRISIS ALERT System is a life safety device. The CRISIS ALERT System is a communications system designed to allow Customer personnel to signal an alert if there is an emergency at a Site or provide other safety and security functions. Emergencies and the resulting confusion, errors in judgment, interruption of power and communications, and other issues surrounding emergencies may result in the failure of systems or in inappropriate or less than optimal actions or inactions by persons reacting or responding to emergencies. The CRISIS ALERT System may not be operational or work properly as a result of environmental factors and weather conditions beyond human control, unmaintained, stolen, or damaged equipment, the failure of the internet and
other communications systems, or the failure of electrical grid, therefore CENTEGIX does not represent, warrant, or guarantee that the CRISIS ALERT System will be operational or work properly if or when an emergency occurs.

11.3 Assignment. Neither Party has the right to assign or transfer its rights and obligations under these Standard Terms without prior written approval of the other and any attempted assignment shall be void, except that CENTEGIX may assign these Standard Terms to an Affiliate of such Party or to any successor to all or substantially all of such Party’s business and assets in accordance with the procedures set forth in FAR 42.12.

11.4 Force Majeure. Neither Party shall be in default by reason of any failure in performance of these Standard Terms if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such Party, including but not limited to, acts of God or of the public enemy, U.S. or foreign governmental acts in either a sovereign or contractual capacity, fire, flood, epidemic, restrictions, strikes, and/or freight embargoes. A force majeure event shall not excuse performing duties that are unrelated to the force majeure event, including, without limitation, discharging financial obligations.

11.5 No Waiver. Any failure by either Party to detect, protest, or remedy any breach of these Standard Terms shall not constitute a waiver or impairment of any such term or condition, or the right of such Party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver may only occur pursuant to the prior written express permission of an authorized officer of the other Party.

11.6 Notices. All notices, communications, and deliveries under these Standard Terms (other than routine support calls) must be made in writing, signed by the Party making the same, must specify the Section under these Standard Terms pursuant to which it is given or being made (if applicable), and will be given or made to the address(s) specified as the “Address for Notices” on the signature page to these Standard Terms.

11.7 Severability. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of these Standard Terms will continue in full force and effect.

11.8 Governing Law.

(i) These Standard Terms and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the United States of America, without regard to conflicts of laws provisions thereof. The Parties expressly exclude all application of the United Nations Convention on the International Sale of Goods to these Standard Terms.

11.9 Entire Agreement. These License Terms constitute an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s). No document, purchase order, or any handwritten or typewritten text which purports to alter or amend the printed text of these Standard Terms shall alter or amend any provision of these Standard Terms or otherwise control, unless the parties both specify in writing that such terms or conditions shall control. Additionally, the parties acknowledge that there are no contemporaneous agreements, side-letters, or oral or other arrangements that contradict, alter, or modify any of these Standard Terms. Customer acknowledges and agrees that Customer has not relied on the potential availability of any future product, functionality, or feature, or any statement or representation by CENTEGIX or its employees concerning the potential availability of any future product, functionality, or feature, in placing Orders. These Standard Terms may be modified only in a writing which expressly references these Standard Terms and is executed by both of the Parties to these Standard Terms. These Standard Terms may be executed in several counterparts, all of which taken together will constitute one single Agreement between the Parties. These Standard Terms has been accepted by CENTEGIX in Atlanta, GA.

11.10 Interpretation. The following rules of interpretation must be applied in interpreting these Standard Terms: (a) the section and subsection headings used in these Standard Terms are for reference and convenience only, and will not enter into the interpretation of these Standard Terms, (b) all references to Sections and Exhibits are to the Sections in these Standard Terms and Exhibits to these Standard Terms, as the case may be, (c) the provisions of the Exhibits are incorporated in these Standard Terms, and (d) as used in these Standard Terms, the term “including” will always be deemed to mean “including without limitation.”

12. Definitions

The following capitalized terms are used in these Standard Terms with the meanings thereafter ascribed.

“Affiliate” means any entity directly or indirectly controlling, controlled by, or under common control with Customer,
where “control” means ownership of at least 50% of the equity or beneficial interests of such entity or the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

“Anniversary Date” means 90 days after the earlier of the PO Date (if applicable) or signed Order Acknowledgement.

“Confidential Information” means all business or technical information of the Disclosing Party that is not generally known to the public and that derives value from not being generally known, whether such information is disclosed orally or in writing. Confidential Information may include any software, documentation, flow-chart, logic diagram, design proposal, screen shot, screen shot concept, algorithm, device, compilation of information, method, technique, or process. The Service constitute Confidential Information of CENTEGIX and its licensors.

“Contractor” means an independent contractor performing services for Customer or an Affiliate.

“Customer” means an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order OGP 4800.2I, as may be revised from time to time)

“Documentation” means the on-line information and materials, relating to the use of the Service and the Equipment made available to Customer in connection with the license of the Software.

“Electronic Device” means each computer or other device into which the Software is downloaded and/or installed.

“Equipment” has the meaning assigned in Section 1.2 of these Standard Terms.

“Implementation” means the services performed by CENTEGIX for Software configuration, the loading of a standard set of protocols, and training.

"Initial Term" has the meaning assigned in Section 1.1 of these Standard Terms.
“Installation” means placement and configuration of Equipment at the Site.

“Order” means the Order Acknowledgement and Customer’s Purchase Order identified in an Order Acknowledgement (if any).

“Order Detail Attachment” means *Exhibit A* to the Order Acknowledgement which lists Equipment provided to Customer.

“Party” means CENTEGIX or Customer, individually, and “Parties” means CENTEGIX and Customer, collectively.

“Person” means any individual, general partnership, limited liability partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, or any foreign trust or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

"Professional Services” has the meaning assigned in Section 3.1 of these Standard Terms.

“Site” means each physical location specified by Customer prior to the commencement of Installation at which Equipment will be placed and the Service will be used.

“Special Terms” means the terms and provisions on *Exhibit B* to an Order Acknowledgement, if an *Exhibit B* initialed by CENTEGIX is attached to an Order Acknowledgement, which supplement or modify these Terms and Conditions.

“Software” means the executable software used for the CENTEGIX mobile app, the CENTEGIX background Device crisis app, and the CrisisAlert Platform.
MASTER AGREEMENT

This Master Agreement ("Agreement"), is entered into and effective as of __________, 2022 ("Effective Date"), by and between an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order OGP 4800.2I, as may be revised from time to time) ("Customer"), and Evolv Technologies Holdings, Inc., D/B/A Evolv Technology, Inc, a Delaware corporation, with offices at 500 Totten Pond Road, Waltham, MA 02451 ("Evolv"). Evolv and Customer are hereinafter sometimes referred to individually as a "Party" and collectively as "Parties".

This is a master agreement under which Customer may procure the Products and related Services from Evolv under one or more Order Documents, all as defined below.

This Agreement includes and incorporates herein all exhibits, attachments, amendments, documents and Order Documents relating to or entered into in connection with this Agreement.

The following exhibits, constitute a part of, and are incorporated into, this Agreement:

Exhibit A: Order Document
Exhibit B: Equipment Terms
Exhibit C: Software Terms
Exhibit D: Evolv Services

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

(a) Documentation means the published manuals, operating documents, instructions and/or other processes or directions provided to Customer by Evolv regarding the use, operation, and maintenance of the Products.

(b) Equipment means the hardware or personal screening products purchased or leased by Customer, as identified in the applicable Order Document, which may include Evolv Edge® , Evolv Express®, the Thermal Imaging Package, and any related accessories.

(c) Fee(s) means the fees for the purchase or lease of Equipment and subscription to the Software and Services, charged to Customer as listed in Exhibit A and identified in the applicable Order Document.

(d) Implementation Date has the meaning set forth in Section 2(a).

(e) Order Document means the Evolv quote, or other Evolv generated document, attached hereto as Exhibit A or, for additional future orders, a subsequent Evolv quote or other Evolv originated document, signed by Customer, evidencing subsequent transactions of the Products to Customer.

(f) Order Term has the meaning set forth in Section 8.1.

(g) Products means the Equipment and Software, collectively.

(h) Software means the proprietary software contained in, accompanying, or used in conjunction with the use and operation of the Equipment, which may include the Evolv physical platform, the Evolv Cortex AI™ Platform, the Evolv Insights™ Analytics platform, Evolv TempCheck, MyEvolv Portal, or any other generally available software applications identified in an Order Document, as applicable. For the avoidance of doubt, and as detailed in Exhibit C, the Software is never sold and cannot be licensed or accessed on a standalone basis.

(i) Services means the support and maintenance, implementation, deployment and training services for the Products and Third Party Elements performed by Evolv or its authorized representatives, pursuant to Section 5 and Exhibit D of this Agreement.

(j) Third Party Elements has the meaning set forth in Section 3 of Exhibit B.

2. FEES, PAYMENT TERMS, TAXES, SHIPPING
(a) **Fees and Payments.** See GSA Schedule contract and individual order document for terms and conditions of fees and payments.

(b) **NO OFFSET. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, ALL PAYMENTS AND FEES DUE UNDER THIS AGREEMENT AND ANY ORDER DOCUMENT SHALL BE PROMPTLY PAID BY CUSTOMER IRRESPECTIVE OF AND WITHOUT ANY WITHHOLDING, SET-OFF, COUNTERCLAIM, RECOUMPT, DEFENSE OR OTHER RIGHT WHICH CUSTOMER MAY HAVE AGAINST EVOLV UNDER THIS OR ANY OTHER AGREEMENT. CUSTOMER ACKNOWLEDGES THAT ITS OBLIGATION TO PAY ANY AND ALL FEES ARE ABSOLUTE AND UNCONDITIONAL.

(c) **Shipping.** The Products will be delivered to a mutually agreed upon location. Shipping fees will be invoiced to Customer. Unless specified in an Order Document, the Products will be delivered FCA Westborough, MA (Incoterms 2020).

3. **CUSTOMER REPRESENTATIONS AND WARRANTIES**

Customer represents and warrants as follows:

(a) Customer has the full power, authority, and legal right to execute, deliver, and perform the terms of this Agreement.

(b) This Agreement has been duly executed and delivered and constitutes a legal, valid, and binding obligation of Customer, enforceable in accordance with its terms.

(c) The Products will be used in accordance with the Documentation and only in the ordinary course of Customers business by competent, qualified, trained and Customer authorized agents or employees.

(d) The Products will be used only at the Customer location(s) that are controlled by Customer and that are agreed upon by the Parties in writing and Customer will not remove the Products from such locations without the prior written consent of Evolv.

(e) Customer agrees to comply with all laws, rules, and regulations applicable to the use, operation, and maintenance of the Products.

4. **EVOLV REPRESENTATIONS AND WARRANTIES**

Evolv represents and warrants as follows:

(a) Evolv has full power, authority, and legal right to execute, deliver, and perform the terms of this Agreement.

(b) This Agreement has been duly executed and delivered and constitutes a legal, valid, and binding obligation of Evolv, enforceable in accordance with its terms.

(c) Evolv will provide the Services in a competent and professional manner in accordance with generally accepted industry standards applicable to said Services.

(d) The Products (i) will be free from material defects in manufacture and (ii) provided they are deployed by Evolv or its authorized representatives in accordance with the Documentation, will substantially conform to the current published Documentation for one (1) year from the applicable Products’ initial Implementation Date (the “Product Warranty”). Customer’s sole and exclusive remedy, and Evolv’s sole liability, for breach of any of the warranties in this Section 4(d) shall be for Evolv to perform maintenance and repair services as set forth in Section 5(c). The Product Warranty will not apply to any Products which Customer, or Customer’s agents, contractors or other Customer third-parties that interact with the Products, has (i) failed to use in accordance with the Documentation; (ii) altered, except in accordance with Evolv’s written instructions; (iii) used in conjunction with another vendor’s products resulting in the need for maintenance (except for uses authorized by Evolv in writing); (iv) damaged due to improper environment, which includes, but is not limited to, use of an improper power source or use of an indoor Product (as specified in the Order Document) in an outdoor environment; or (v) damaged by negligence, accident, abuse or misuse, which includes, but is not limited to, nonuse of a required accessory (e.g., use of an external wheel accessory for Product movement) as detailed in the Documentation.

(e) Third Party Elements will be free of defects in material and workmanship for a period of one (1) year from their Implementation Date.
(f) Except as set forth in this Section 4, Evolv makes no, and disclaims all, representations or warranties of any kind, whether express, statutory, and implied, including without limitation any warranties of merchantability, non-infringement, and fitness for a particular purpose or arising out of custom, dealing, trade or usage. No statement by Evolv’s employees, agents or representatives shall be deemed to be a warranty by Evolv for any purpose or to give rise to any liability on the part of Evolv unless specifically contained in this Agreement. Except as stated in this Section 4, Evolv does not represent or warrant that the Products will eliminate or prevent occurrences of the events or threats they are intended to detect or avert (including, but not limited to, medical diagnosis, torts, weapons or explosives detection or other criminal or terrorist activities (collectively, “Incidents”)), function for its intended purpose, meet customer’s needs, prevent any acts or incidents from occurring or causing harm or damage (including, but not limited to, customer’s premises, customer’s employees or customer’s guests, visitors or other third parties), operate uninterrupted or error free, that the software will be free from errors or defects, or that any errors will be corrected. Evolv makes no guaranty or warranty that the products will detect, mitigate, eliminate, prevent or avert incidents or their consequences.

With respect to the thermal imaging package, Evolv further makes no representations regarding the performance or accuracy of such product relating to its ability or capability to detect persons having any medical condition or to make any medical assessment or diagnosis, including, without limitation, fever, virus (including COVID-19), infection, disease, illness or other disorder (collectively, “medical condition”), and Evolv hereby disclaims any and all warranties of merchantability and fitness for any particular purpose, including, without limitation, the ability to detect, identify or diagnose persons having any medical condition. The thermal imaging package is designed to measure surface temperature of objects through the capture of emitted energy. Temperature readings may vary based on multiple factors, including, without limitation, ambient temperature, moisture, distance of the target object from the product, the surface texture of the targeted object, and the installation and use of the product. Results from or use of the product should not be relied upon to make a medical diagnosis or for purposes of identifying anyone having (or not having) a medical condition.

This Agreement does not limit or disclaim any of the warranties specified in the GSA Schedule contract under FAR 52.212-4(O). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the federal acquisition regulations, and the contract disputes act, 41 U.S.C. 7101-7109.

5. SERVICES; CUSTOMER MAINTENANCE OBLIGATIONS; LIMITATIONS

(a) Services. The Services for the Products begin on the Implementation Date. A full description of the Services is set forth in Exhibit D.

(b) Customer Maintenance Obligations. Customer will comply with all Documentation provided to Customer by Evolv. Customer shall keep the Products in good working order and will immediately notify Evolv, pursuant to Exhibit D, in the event the Products require maintenance or repair. Customer is responsible for normal daily maintenance of the Products in connection with its ordinary course use (such as cleaning, proper location, proper environment, and causing the provision of proper electrical requirements) in accordance with the Documentation and will keep sufficient records to demonstrate that Customer has performed such maintenance. Customer shall not permit any third party, except Evolv authorized agents, to maintain or repair the Products.

(c) Evolv Maintenance Obligations. Except as set forth in Section 5(b) and 5(d), Evolv shall be responsible for providing the Services during the Order Term, and Customer shall permit Evolv to have access to the Products at the Customer’s location to
provide such Services, as needed. If the Products experience a breakdown due to breach of an express warranty in Section 4(d), and such breakdown cannot be addressed through the Services, Evolv shall at its option and expense repair or replace the non-conforming Products.

(d) Notwithstanding the foregoing, Customer is solely responsible for all loss, theft, destruction of or damage to the Products, and any related repairs and maintenance except to the extent that it is due to a breach of an express warranty in Section 4 or Evolv’s negligent acts or omissions. In such event, Customer shall promptly notify Evolv and pay Evolv for all costs, damages, and expenses arising therefrom, including without limitation, at Evolv’s sole option, either (i) reimbursing Evolv for the repair costs to return the Products to pre-rental condition, or (ii) paying Evolv for the value of the Products based on the remaining useful life of the Products, as calculated by Evolv in accordance with its standard accounting practices. Loss, damage, or theft of the Products shall not under any circumstances relieve Customer of the obligation to pay the Fees to Evolv or any other obligation under the Agreement.

(e) Limitations. Evolv reserves the right to file a claim in accordance with FAR 52.233-1 if: (i) Customer has failed to use the Products in accordance with the Documentation or other procedures that Evolv has made available to Customer or generally makes available to purchasers; (ii) the Products have been altered or repaired, except by Evolv or in accordance with Evolv’s written instructions; (iii) the Products have been used in conjunction with another Customer’s or vendor’s products resulting in the need for maintenance (except for such Evolv authorized uses, evidenced in writing); (iv) the Products have been damaged by improper environment, improper location, an improper power source, lack of reasonable care, lack of use of needed accessories (e.g., external wheel attachment to move an outdoor unit), abuse, misuse, accident or negligence; (v) an indoor Product or specific indoor Product component, as specified in the Order Document or applicable Documentation, is used in an improper environment including, but not limited to, being used outdoors; (vi) Evolv is not granted prompt reasonable access to the Product location upon arrival to perform any Services; or (vii) Customer has not promptly notified Evolv of any maintenance or repair issues and the need for related Services and such maintenance or repair could have been avoided by Customer promptly notifying Evolv.

6. CONFIDENTIALITY

(a) The Parties agree not to permit access to or disclose the other Party’s Confidential Information to any person or entity, except to its authorized employees, agents and contractors who are bound by confidentiality agreements with terms no less restrictive than those of this Section 6 and who need to use or have access to the other Party’s Confidential Information in order to perform this Agreement, and neither Party may use the other Party’s Confidential Information for any purpose other than to perform this Agreement. A receiving Party shall use at least the same degree of care in protecting the other Party’s Confidential Information as such Party generally exercises in protecting its own proprietary and confidential information and shall inform its employees and agents having access to the Confidential Information of its confidential nature. In no event shall a Party use less than a reasonable degree of care in protecting the other Party’s Confidential Information. “Confidential Information” includes, without limitation, all information relating to the disclosing Party’s business plans, technologies, research marketing plans, customers, technology, employee and organizational information, product designs, product plans and financial information, which, when provided by one Party to the other in connection with this Agreement: a) are clearly identified as “Confidential” or “Proprietary” or are marked with a similar legend; b) are disclosed orally or visually, identified as Confidential Information at the time of disclosure and confirmed as Confidential Information in writing within 30 days of disclosure; or c) a reasonable person would understand to be confidential or proprietary at the time of disclosure. Documentation, Order Documents, pricing, discounting, and the terms of this Agreement constitute Evolv’s Confidential Information. Notwithstanding the foregoing, the receiving Party shall have no obligation of confidentiality with respect to any information of the disclosing Party which the receiving Party can demonstrate by competent evidence: (a) is already known to the receiving Party at the time of disclosure; (b) is or subsequently becomes publicly available through no wrongful act of the receiving Party; (c) is rightfully disclosed or provided to the receiving Party by a third party without restriction; or (d) is developed independently by the receiving Party without use of or access to the disclosing Party’s Confidential Information as shown by the receiving party’s business records kept in the ordinary course.

(b) In addition to the foregoing disclosure exceptions, the receiving Party may disclose the other Party’s Confidential Information to the extent required by law or court order, provided that the receiving party provides the disclosing Party reasonable advanced notice of its intended disclosure to the extent permissible under applicable law, and reasonably cooperates with the disclosing party, at its request or expense, to limit or oppose the disclosure.

(c) Data. Customer acknowledges and agrees that Evolv may collect technical, performance and operational data on Customer’s use of the Product or in connection with Evolv’s providing of Services and is permitted to use such data to fulfill its obligations under this Agreement and for Evolv’s internal business purposes. The internal business purposes may include, but are not limited to, (i) improving the performance, features, and capabilities of the Products; (ii) facilitating the provision of updates, support, and other services to the Products; and (iii) creating, developing, operating, delivering, and improving the Products. Evolv may also use such technical, performance and operational data in an aggregated and/or anonymized format.
7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 Indemnification

(a) Evolv shall indemnify, defend and hold Customer harmless from and against all Losses caused by a Claim alleging that Customer’s authorized use of the Products infringes any U.S. patent, or other proprietary right of such third party. Evolv may, at its option and expense, (i) replace the Products with compatible non-infringing Products; (ii) modify the Products so that they are non-infringing; (iii) procure the right for Customer to continue using the Products; or (iv) if the foregoing options are not reasonably available, terminate the applicable Order Document and refund Customer the unused portion of the Fees paid in respect of the applicable Products, prorated to cover the period from the date Customer was unable to use the Products due to such Claim through the end of then-current applicable Order Term. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. § 516.

(b) Evolv shall have no obligation to Customer with respect to any Claim if such Claim existed prior to the Effective Date or such Claim is based upon (i) Customer’s use of the Products in a manner not expressly authorized by this Agreement or Documentation, (ii) the combination, operation, or use of the Products with third party material, if Customer’s liability would have been avoided in the absence of such combination, use, or operation, or (iii) modifications to the Products other than as authorized in writing by Evolv.

(c) The foregoing indemnification obligations will be dependent on the indemnified party: (i) providing the indemnifying party with prompt written notice of a Claim; (ii) permitting the indemnifying party to control the defense and settlement of the Claim; (iii) providing the indemnifying party with reasonable information and assistance for the defense or settlement of the action; and (iv) using all commercially reasonable efforts to mitigate any loss, damage or costs related to the Claim. The indemnifying party will not enter into any settlement or compromise of any Claim (unless such settlement or compromise: (i) is full and final with respect to the Claim; (ii) does not obligate the indemnified party to act or to refrain from acting in any way; (iii) does not contain an admission of liability on the part of the indemnified party; (iv) dismisses the Claim with prejudice; and (v) is subject to confidentiality, such that no party may disclose the terms of the settlement or compromise without the indemnified party's prior written consent) without the indemnified party’s prior written approval.

(d) TO THE EXTENT PERMITTED BY LAW, THIS SECTION 7.1 STATES THE ENTIRE LIABILITY OF EVOLV WITH RESPECT TO THE INFRINGEMENT OF ANY COPYRIGHTS, PATENTS, OR OTHER INTELLECTUAL PROPERTY RIGHTS RELATED TO THE PRODUCTS OR ITS USE.

7.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT EVOLV SHALL NOT BE LIABLE FOR SPECIFIC PERFORMANCE OR FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR CAUSED BY THE LOSS OF USE OF THE PRODUCTS, LOSS OF PROFITS, LOSS OF DATA OR USE OF DATA, INTERRUPTION OF BUSINESS, INCIDENTS (AS DEFINED IN SECTION 4(F)), OR LOST REVENUES, EVEN IF EVOLV IS AWARE OF THE POSSIBILITY OF DAMAGES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVOLV’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO EVOLV UNDER THE ORDER FORM UNDER WHICH LIABILITY AROSE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE CAUSE OF ACTION.

CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER EVOLV OR ITS PRODUCTS CAN ELIMINATE, PREVENT, OR MITIGATE, IN WHOLE OR IN PART, THE OCCURRENCES OF THE EVENTS OR THREATS THAT THE PRODUCTS ARE INTENDED TO DETECT (INCLUDING, BUT NOT LIMITED TO, INCIDENTS AS DEFINED IN SECTION 4(F)) AND THAT EVOLV, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, SHALL NOT BE HELD LIABLE FOR ANY SUCH FAILURE (WHICH MAY INCLUDE WITHOUT LIMITATION, FAILURE TO DETECT THREATS, WHETHER DUE TO PRODUCT FAILURE, HUMAN ERROR, CUSTOMER’S OPERATING ENVIRONMENT, OR EXTERNAL FORCES OUTSIDE EVOLV’S CONTROL) OR FOR NON-PRODUCTIVE TIME OR PRODUCT DOWN TIME FOR ANY REASON, OR FOR ACTS BY THIRD PARTIES THAT CAUSE HARM OR DAMAGE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ITS PERSONNEL, CONTRACTORS, AND AGENTS, INCLUDING THOSE RESPONSIBLE FOR OPERATING THE PRODUCTS AND FOR THE SECURITY OF CUSTOMER’S PREMISES, PERSONNEL, AND VISITORS.

8. TERM AND TERMINATION

8.1 Term

The term of this Agreement shall be for the period commencing on the Effective Date and end upon the four (4) year anniversary of the Effective Date or expiry of the last remaining Order Term, whichever is later (the “Initial Term”), unless earlier terminated in accordance with Section 8.2. The “Order Term” shall mean, for any given Order Document, either (i) the Hardware-Lease Term (as defined in Section 1(b)(i) of Exhibit B) and the Software-Subscription Term (as defined in Section 2(a) of Exhibit C), if Customer is leasing the Equipment, or (ii) the Software-Subscription Term, if Customer is purchasing the Equipment.

8.2 Termination

Termination of Federal contracts will be in accordance with FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-79.

9. MISCELLANEOUS

9.1 Notices and Invoices. Any notice required by this Agreement shall be sent (a) overnight mail or 3 days after being sent by certified mail, postage prepaid, to the Party’s address set forth in the first paragraph of this Agreement or (b) when sent by confirmed electronic mail if sent during normal business hours, and if not so confirmed, then on the next business day. All invoices may also be submitted to the appropriate Customer email contact at [email protected]. All invoices and notices will be deemed given when sent to Customer. Either Party may, from time to time, upon reasonable, confirmed written notice as set forth in this Section 9.1, specify a different address for receipt of notices or invoices.

Governing Law. This Agreement is governed by and shall be interpreted and construed in accordance with the laws of the United States of America without regard to conflict of laws principles.

9.2 Waiver. If one Party fails to enforce a provision of this Agreement, it shall not be precluded from enforcing the same provision at another time. All rights and remedies, whether conferred hereunder, or by any other instrument or law, unless otherwise expressly stated herein, are cumulative.

9.3 Binding Agreement; No Assignment. This Agreement will be binding upon and enforceable only by the Parties, their respective successors, and permitted assigns. Customer may not assign or transfer any interest in or obligation under this Agreement without the prior written consent of Evolv and any attempt at assignment or transfer without such consent shall be void and of no force or effect. Such consent from Evolv shall not be unreasonably withheld, but shall, at a minimum, be subject to any potential assignee’s or transferee’s written agreement to honor the terms of this Agreement.

9.4 Entire Agreement. This Agreement constitutes an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s) This Agreement may only be changed in a writing signed by authorized representatives of each Party. In the event of any inconsistencies or conflict between this Agreement and any other documents, the conflict shall be resolved in accordance with FAR 52.212-4(s).

9.5 Independence of Evolv. The status of Evolv and its personnel is and will be that of independent contractors and will not, at any time or for any purpose, be deemed employees or agents of Customer.

9.6 Invalidity; Unenforceability. If any provision of this Agreement shall be declared invalid or unenforceable under applicable law or by a court decision, such invalidity or unenforceability shall not invalidate or render this Agreement unenforceable, but rather this Agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of this Agreement, the Parties shall promptly attempt to negotiate a substitute therefor that preserves, to the fullest extent possible, the respective rights and obligations imposed on each Party under this Agreement as originally executed.

V26 May 2022
9.7 **Survival.** In addition to those provisions which by their nature are intended to survive any termination or expiration of this Agreement, Exhibits or any license granted hereunder, Sections 2(a) (Payment), 6 (Confidentiality), 7 (Indemnification and Limitation of Liability) of this Agreement, Sections 1(a) (Equipment Lease), 1(c) (Ownership) and 2(b)(Ownership) of Exhibit B, and Sections 1 (License) and 3 (Ownership) of Exhibit C shall specifically survive such termination or expiration.

*SIGNATURE PAGE FOLLOWS*
IN WITNESS WHEREOF, the Parties’ authorized representatives have executed this Agreement as of the Effective Date.

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Exhibit B
Equipment Terms

The terms in this Exhibit B only apply to the lease or purchase of the Equipment, as identified in the applicable Order Document.

1. Equipment Lease. If, pursuant to the applicable Order Document, Customer is leasing the Equipment, then the terms and conditions of this Section 1 will be incorporated into this Agreement. For clarity, the terms of this Section 1 shall not apply to any purchase of the Equipment.

a. Lease

i. Subject to the terms and conditions of this Agreement (including the payment of all Fees by Customer to Evolv) and Documentation, during the Order Term Evolv agrees to lease the Equipment to Customer and Customer agrees to lease the Equipment from Evolv. Customer may only use the Equipment solely for its own internal business purposes and in accordance with the Documentation. Customer will have the option to finance the lease of the Equipment at the Fees listed in Exhibit A. The Fees Customer will owe to Evolv are listed in Exhibit A.

b. Term.

i. The term for the Equipment will begin on the Implementation Date and continue for a period of forty-eight (48) months (“Equipment-Lease Term”).

c. Ownership

i. As between Customer and Evolv, Evolv is the sole owner of the Equipment and any associated Documentation, including all enhancements, updates, modifications, corrections, derivatives, integrations related thereto and all intellectual property rights relating therein. This Agreement imparts no right, title, or ownership interest in the Equipment to Customer except for the limited right to use the Equipment for the Order Term as expressly set forth in this Agreement. Customer will keep the Equipment free and clear of any and all liens, charges, and encumbrances with respect to Customer’s leasing, possession, use, or operation of the Equipment and will not sell, assign, sublease, transfer, grant a security interest in, or otherwise make any disposition of any interest in any Equipment. Evolv may display notice of its ownership of the Equipment by affixing an identifying stencil, legend, plate, sticker, or any other indicia of ownership, which may be updated by Evolv from time to time, and Customer will not alter, obscure, or remove such identification. The Equipment is protected by U.S. copyright, trade secret and other laws and international treaty provisions, and Evolv reserves all rights.

ii. Prior to a Renewal Term, Customer shall have the option to either (i) continue making annual lease payments for the applicable Renewal Term, in which case the above Ownership provision shall continue to apply, or (ii) purchase the Equipment at an additional fee, which shall be detailed in an applicable invoice (the “Buy-Out Option”). If Customer wishes to exercise the Buy-Out Option, Customer shall send written notice to Evolv and Evolv shall generate and send an appropriate invoice to Customer detailing the additional fee required to buy-out the Equipment (the “Buy-Out Fee”). Within thirty (30) days of Evolv receiving the Buy-Out Fee from Customer, Evolv will convey and transfer to Customer all rights, title, and interest in and unto the Equipment (excluding all intellectual property rights relating thereto or embodied therein, which shall be retained by Evolv) as shall be evidenced by appropriate documentation.

d. Termination Rights and Effect of Termination

i. In the event of termination pursuant to Section 8.2 of the Agreement, Evolv may take one or more of the following actions: (i) declare all unpaid, undisputed Fees under the Agreement immediately due and payable; (ii) require Customer to immediately return all Equipment to Evolv; (iii) take immediate possession of and remove the Equipment from Customer’s premises; or (iv) exercise any right or remedy which may be available to Evolv under this Agreement, Order Document(s), equity or law, including the right to recover damages for breach of the Agreement. No express or implied waiver of any default shall constitute a waiver of any of Evolv’s other rights.

ii. Upon the expiration or termination of this Agreement or the applicable Order Document and Order Term, Customer will return the Equipment, at its cost and expense, to Evolv in as good condition as when delivered to Customer hereunder, ordinary wear and tear excepted. Customer will properly pack and ship the Equipment to Evolv at its facility and provide Evolv with proof of shipment within ten (10) business days after the expiration of the Order Term. If the Customer has not provided Evolv with proof
that the Equipment has been shipped, or Evolv has not actually received the Equipment, within such ten (10) day period, Evolv will invoice Customer for the value of the retained Equipment based on the remaining useful life of the Equipment. After receipt of the returned Equipment, Evolv will evaluate the condition of the returned Products and invoice Customer for all repairs Evolv deems necessary and attributable to Customer to return the Equipment to pre-lease condition excluding normal wear and tear. This Section does not limit the provisions of Section 5(d) of the Agreement with respect to loss, theft, destruction or damage of or to Products.

2. Equipment Purchase: If, pursuant to the applicable Order Document, Customer is purchasing the Equipment, then the terms and conditions of this Section 2 will be incorporated into this Agreement. For clarity, the terms of this Section 2 shall not apply to any lease of the Equipment.

a. Purchase

i. Subject to the terms and conditions of this Agreement, including payment of all Fees by Customer to Evolv, and the Documentation, Evolv agrees to sell the Equipment to Customer and Customer agrees to purchase the Equipment from Evolv. The purchase price of the Equipment is listed in Exhibit A and the Fees Customer will owe to Evolv is listed in Exhibit A.

b. Ownership

i. Subject to the terms and conditions of the Agreement, including the payment of all Fees by Customer to Evolv, Evolv conveys and transfers to Customer all rights, title, and interest in and unto the Equipment, excluding all intellectual property rights relating thereto or embodied therein, which shall be retained by Evolv. Such rights, title and liability for loss or damages shall transfer to Customer in accordance with the shipping terms stated in Section 2(d) of the Agreement. Customer shall promptly notify Evolv of any accident, harm or injury allegedly resulting from the use or operation of a Product, or any claim relating thereto.

c. Termination Rights and Effect of Termination

i. In the event of termination pursuant to Section 8.2 of the Agreement, Evolv may take one or more of the following actions: (i) declare all unpaid, undisputed fees under the Agreement immediately due and payable; (ii) require Customer to immediately return all Equipment to Evolv if the Equipment purchase fee has not been paid in full, or (iii) exercise any right or remedy which may be available to Evolv under this Agreement, Order Document(s), equity or law, including the right to recover damages for breach of the Agreement. No express or implied waiver of any default shall constitute a waiver of any of Evolv’s other rights.

3. Thermal Imaging Package. To the extent that Customer is also subscribing to the Thermal Imaging Package option, the below terms and conditions will apply and be incorporated into this Agreement.

i. Customer acknowledges that the Thermal Imaging Package contains third party elements, including hardware or software. Such hardware or software may be used with the Products in accordance with the applicable Documentation (“Third Party Elements”). Usage of such Third Party Elements may be governed by an end user license agreement and the license established by the publishers of such Third Party Elements. Such license terms may be obtained from such publishers or may be provided alongside the Products upon request. Customer undertakes to comply with any such applicable license terms. Customer shall not alter, remove or destroy any copyright, trademark, or other proprietary rights notice that appear on the Third Party Elements.

ii. Unless otherwise specified in an Order Document, the term for the thermal imaging package, will begin on the Implementation Date and continue for a period of twenty-four (24) months.
Exhibit C
Software Terms

The terms in this Exhibit C apply to the Software contained in, accompanying, or used in conjunction with the use and operation of the Equipment, as defined in Section 1(h) of the Agreement.

1. Software License

a. Subject to the terms and conditions of this Agreement, including the payment of all Fees by Customer to Evolv as and when they become due, during the Order Term, Customer is granted the non-exclusive and non-transferable right and license to access and use the Software (including the proprietary Evolv Cortex AI platform, as applicable) solely for the purpose of operating the Products. This license includes the provision of the Services, as detailed in Exhibit D, ongoing upgrades and updates to the Software, delivered via secure cloud infrastructure as applicable, screening analytics, and a user interface for operator interaction.

b. Any additional Services to be provided by Evolv for shipping, implementation, support, and training in relation to the Products, not included in Exhibit D, will be specified in the applicable Order Document or by mutual written agreement of the Parties, subject to any additional fees. The Parties agree that (i) this license grant of access and use is not a sale of Software and (notwithstanding use of words such as “sale,” “sell” or “purchase” in this Agreement or applicable Order Document), no rights to any software, services or intellectual property rights are sold and rights are solely licensed, as the case may be, and (ii) the Software cannot be licensed, accessed or used on a standalone basis.

2. Software License Term

a. The license term will begin on the Implementation Date and continue for a period of forty-eight (48) months (“Software-Subscription Term”).

3. Ownership

a. As between Customer and Evolv, Evolv is the sole owner of the Software and any associated Documentation. This Agreement imparts no right, title, or ownership interest in the Software to Customer except for the limited right to use the Products for the Order Term as expressly set forth in this Agreement. The Software is protected by U.S. copyright, trade secret and other laws and international treaty provisions, and Evolv reserves all rights.

b. The Software is not sold and is licensed solely for use with or as part of the Products as per the license detailed in Section 1 of this Exhibit. With respect to such Software, Evolv retains all right, title and ownership interest therein (including all enhancements, updates, modifications, corrections, derivatives, integrations related thereto and all intellectual property rights relating therein) and Customer shall not: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Software or disclose any of the foregoing; (ii) encumber, transfer, manufacture, distribute, sell, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or otherwise use (except as expressly provided herein) the Software; (iii) copy, modify, adapt, translate, incorporate into or with other software or service, or create a derivative work of any part of the Software; or (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Software.

4. Termination Rights and Effect of Termination

a. In the event of termination pursuant to Section 8.2 of the Agreement, Evolv may take one or more of the following actions: (i) declare all unpaid, undisputed fees under the Agreement immediately due and payable; (ii) immediately terminate Customer’s access to and use of the Software, or (iii) exercise any right or remedy which may be available to Evolv under this Agreement, equity or law, including the right to recover damages for breach of the Agreement. No express or implied waiver of any default shall constitute a waiver of any of Evolv’s other rights.

b. Upon the expiration or termination of this Agreement or the applicable Order Document and Order Term, the Software license and Services will end, and Customer will lose access to and lose use of the Software and Services.

V26 May2022
Exhibit D
Evolv Services

During the Order Term, Evolv will provide the Services described in this Exhibit D to Customer.

1. Definitions

(a) Authorized Representative means the third-party representative that Evolv has contracted to perform the Services subject to the terms of this Agreement.

(b) Issue(s) means any confirmed failure of the Product(s) which results in the Product not performing in accordance with the applicable Documentation.

(c) Named Contact means the administrator and backup administrator that serves as Evolv’s primary contact for Services. Customer is required to appoint at least one main administrator.

(d) Response Time means the maximum period which may elapse between the time Evolv is notified of an Issue and the time at which Evolv starts to address the Issue.

(e) Severity Level means the classification system for all Issues as defined in Section 5 below.

(f) Updates means all subsequent general public releases of the Software, excluding any value-added Product features, functionalities, or capabilities that Evolv develops or creates and offers to existing and potential customers as additional subscription or purchasable add-ons to the Products or Services.

2. Services. During the Order Term, as part of the Fees, Evolv will provide the following Services:

- Implementation of the Product(s).
- Beginning on the Implementation Date, access to a progressive tiered customer support model on a 24x7x365 basis (including holidays).
- On-site dispatch of an Evolv employee or Authorized Representative and/or delivery of replacements parts to Customer as necessary to address an Issue.
- A periodic health check to assess the status of the Product(s), perform recalibration, preventative maintenance services, and implement equipment or software Updates.
- Updates to the Software.
- Documentation and Documentation updates.
- Training.

3. Implementation.

(a) Implementation includes an Evolv employee or Authorized Representative (i) installing the Product(s) in the pre-agreed area, (ii) powering on and testing the Product(s) for documented functionality, and (iii) training of the Product operators. The Evolv representative shall conduct a thorough test, pursuant to Evolv’s established implementation procedures, of the Product(s) using an operational test kit (OTK) to determine that the Product(s) is operating in accordance with the Documentation.

(b) Unless the Parties mutually agree otherwise, implementation services will be available Monday through Friday 8:00 a.m. – 6:00 p.m. local time, excluding regularly observed holidays. Evolv will provide Customer with advance notice of any items needed for implementation.

(c) At least two-weeks prior to the Implementation Date, Customer will identify to Evolv, or its Authorized Representative, any special access or security requirements for performance of on-site Services.

(d) Customer will (a) provide a safe and adequate work environment, including sufficient space for the delivery of Services, (b) ensure that the Product(s) and all items necessary for implementation are available and located in the immediate area where implementation is planned, (c) ensure the Product(s) are easily accessible without the need to move furniture and supplying hand carts, if needed, and (d) be responsible for removal of any trash and packing material associated with the Product(s).

4. Support Administration.
(a) Evolv provides 24x7x365 access to its support service organization by phone or e-mail:
   • E-mail: support@evolvtechnology.com
   • Telephone Support: +1 (833) 673-8658

(b) Customer shall promptly notify Evolv following the discovery of an Issue. Customer shall assist Evolv in troubleshooting the reported Issue by (a) appointing and training the Named Contact(s), (b) unless an Issue prevents otherwise, have the system on and operational, and (c) providing all information reasonably requested by Evolv that may be necessary to deliver remote Services.

(c) The Named Contact(s) will be trained by Evolv to provide first-line support to its internal users. Such training will include how to gather relevant system information including serial number and data logs to enable troubleshooting to commence; review of administrator features on the tablet; how to access the MyEvolv Portal; how to outreach to Evolv for technical support; and any other items to enable the Named Contact to run an initial troubleshooting of the Issue prior to reaching out to Evolv per section 4(a), if they have not already done so.

(d) Evolv will acknowledge a call by logging a case, communicating the case ID to the Customer, and assigning a Severity Level commencement of remedial action.

5. Service Levels

(a) Evolv will assign each Issue a severity level, based on the following criteria:
   • Severity 1 (Critical) – An Equipment or Software error causing a complete breakdown of the Product, resulting in serious disruption/halt to Customer’s security screening process for which no reasonable and satisfactory work-around can promptly be put in place.
   • Severity 2 (Medium) – Equipment or Software error causing disruption to Customer’s security screening process for which a reasonable and satisfactory work-around can be put in place.
   • Severity 3 (Low) – General usage questions or cosmetic issues (e.g., programming or configuration related questions, questions relating to functionality, operability, or cosmetic problems).

(b) Once Evolv has acknowledged the receipt of a service call and assigned a Severity Level, Evolv will work to isolate, remotely troubleshoot, remedy, and work to resolve the Issue. If Evolv is unable to perform remote diagnostics within the remote response times below, an Evolv representative, or Authorized Representative, may be deployed to perform onsite technical support per the on-site response times below.

(c) Evolv will respond to the reported Issue(s) within the following response periods:

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Remote Response Times</th>
<th>On-Site Response Times</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1</td>
<td>&lt; 30 Minutes</td>
<td>&lt; 24 Hours</td>
</tr>
<tr>
<td>Severity 2</td>
<td>&lt; 1 Hour</td>
<td>&lt; 48 Hours</td>
</tr>
<tr>
<td>Severity 3</td>
<td>&lt; 4 Business Hours</td>
<td>&lt; 5 Business Days</td>
</tr>
</tbody>
</table>

(d) Services included with the Product(s) covers troubleshooting, labor, travel replacement of components and/or defective parts, and repair. Services shall not include software maintenance, training, preventive maintenance or any hardware maintenance, servicing, repair, or replacement of parts that are required as a result of (a) the limitations set forth in Section 5(e) of the Agreement or (b) which Evolv, acting reasonably, determines was caused by damage, misuse, or theft of the Products by Customer or third parties, and may be billed to Customer at standard Evolv time and material rates. Evolv may, in its sole discretion, elect to replace such Product(s) in lieu of repairing them.

(e) The above support is not applicable to any purchased accessories or Third-Party Elements (defined in Section 6(a) of Exhibit B), which are covered by a one (1) year limited warranty where Evolv will replace any defective parts.

6. Preventative Maintenance

(a) An Evolv representative, or Authorized Representative, will visit the Customer site at regularly scheduled intervals on mutually agreed upon dates and times. During the visit the representative will verify proper operation of the Product(s) and perform diagnostics, collect system logs, address mechanical complaints, and/or clean or replace worn or defective parts or components. Preventative maintenance will occur annually for indoor Equipment and bi-annually for Equipment that was sold for partial or
primary outdoor usage. Preventative maintenance services will be delivered between 8:00 a.m. – 6:00 p.m. local time, Monday through Friday excluding regularly observed holidays.

7. **Software Updates**

(a) During the Order Term, Evolv may provide Updates to the Software, if and when available, and such Updates are included as part of the subscription. In order to be eligible for the Services, Customer is required to be on a currently supported version of the Software. Evolv will provide Customer with reasonable prior notice of an Update, communicate any changes caused by the Update at the time of availability, and mutually coordinate with Customer to schedule delivery of the Update and share installation instructions, if any, for Customer to install the Update and verify functionality.

8. **Training**

(a) Evolv will provide the following training services to Customer as part of the Fees:

- Training of Product operators on the Implementation Date. This initial training must be scheduled in parallel with the Implementation Date or will be considered a billable activity.
- Upon request, a mutually agreed upon date for one refresher operator training. Such request can be made after the one-year anniversary of the Implementation Date and each year thereafter.
- Documentation and remote (live or on-demand) training on new Product features, as part of a Software Update.

(b) If Customer desires further training in addition to what is provided in subsection (a), such training will be subject to additional Fees that can be quoted and provided upon Customer’s request.

9. **General**

(a) Customer agrees to receive communications from Evolv via email, telephone, or other similar technical means regarding the Product and Services (e.g., communications concerning support coverage, availability of new releases of the Product and/or Service offering or components, release notes, or training options) and keep the Product(s) connected to the cloud and MyEvolv Portal during any operational use of the Products for all features to be fully utilized and for remote diagnostics and access to the Products to occur.
Fusus Terms of Service

Terms and Conditions Governing a Subscriber’s Use of the Fusus Software, and all Fusus Solutions and Services Provided via the Software, including but not limited to the FususONE, FususREGISTRY, FususOPS, FususALERT, FususTIPS, FususNOTIFY, FususCORE, FususVAULT, FususCONNECT and FususNOTIFY product offerings.

1. Introduction:

A. Subscribers to the Terms.

The following Terms of Service Agreement (the “Terms” or the “Agreement”) is a binding agreement between Fusus LLC (“Fusus”) and you, an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA ADM 4800.2I, as may be revised from time to time, a user of the Fusus Software (“Software”) and/or a Subscriber to the FususONE Real Time Interoperability Solution (“Solution”), as presented in the accompanying Offer Letter, which You agree to, either as an individual of at least eighteen years of age, or as an organizational entity, or as an associational entity, in accordance with your status and existence (“You” or “Subscriber”). These Terms govern Your use of the Fusus Software, the Solution, and all other solutions, services and networks owned or controlled by Fusus (all of which are included in the definition of “Content” provided in Section 1 below), which are provided to You via the Software.

(1) Individual Subscribers.

(2) Entity Subscribers.

In that event, You acknowledge and understand that “You” and “Your” will refer to that public, business, corporate, organizational, or associational entity as the Subscriber, which Subscriber is bound to these Terms, along with all officers, directors, employees, contractors, agents, or volunteers in and under Subscriber’s control and/or supervision, who are also bound to these Terms.

B. Updates to the Terms.

When using the Software, the Solution, and/or any other solutions and/or services provided by Fusus via the Software, You will be subject to any updates and revisions to these Terms. Fusus reserves the right, at Fusus’s sole discretion and without prior notice to You, to update, amend, change, modify, add, or remove portions of these Terms at any time by posting the updated Terms (“Updates”). For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification. Unless otherwise stated in writing by Fusus, all Updates shall be effective immediately upon posting on the Software.

You acknowledge and agree that it is Your responsibility to ensure that You are current and up-to-date in Your understanding of and compliance with these Terms, notwithstanding whether or not Fusus has posted any notice of Updates to these Terms on the Software, and you acknowledge, understand, and agree that You must periodically check these Terms for Updates. Additional posted policies, guidelines or rules applicable to specific services and features, may be posted from time to time (“Policies”). In the case of any inconsistency between these Terms and any other document that has been incorporated by reference herein,
these Terms shall control.

2. CONTENT.

A. Content Defined.

The Software contains the Solution and may contain other solutions and products and services, as well as a variety of materials and other items relating to the Solution and to Fūsus’s other products and services, and similar items from our licensors and other third parties, including all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the “look and feel” of the Software and of the Solution, and the compilation, assembly, and arrangement of the materials of the Software and any and all copyrightable material (including source and object code), trademarks, logos, trade names, service marks, company names, and trade identities of various parties, including those owned by Fūsus and those owned by third parties and licensed to Fūsus for use on the Software (collectively, “Trademarks”), and other forms of intellectual property included in the Software, in the Solution, and/or in any other product or solution or service provided by Fūsus. All of the foregoing, including the Solution and any other solutions, products, and/or services provided by Fūsus through the Software is defined and referred to collectively in these Terms as “Content”.

B. Ownership.

The Software (including any past, present, and future versions) and the Content are owned by Fūsus or controlled by Fūsus through licenses granted to Fūsus by its licensors. All right, title, and interest in and to the Content available via the Software is the property of Fūsus or of our licensors, and is protected by U.S. federal copyright, trademark, patent, and trade secrets laws and by other federal and state intellectual property, and unfair competition laws. In addition to Fūsus’s copyright ownership of the Content, Fūsus owns a copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Software. “Intellectual Property Rights,” as used in these Terms, means any and all rights belonging to Fūsus and existing under patent law, copyright law, semiconductor chip protection law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, in any intellectual property, which includes, but is not limited to, patentable inventions, ideas, and processes, trade secrets, trademarks, trade names, copyrightable works, and any confidential information. As between You and Fūsus, Fūsus retains all its respective titles, interests, and ownership in the Software and the Content, and You understand and acknowledge that neither You nor any other Subscriber acquires any ownership in any Intellectual Property Rights regarding the Software or the Content under these Terms.

C. Limited License Granted to You.

Subject to Your strict and ongoing compliance with Your Subscription Agreement and with these Terms, Fūsus grants You a limited, non-exclusive, revocable, non-assignable, and non-transferable license to use the Software and the Solution (the “Limited License”). The foregoing Limited License does not give You any ownership of, or any other intellectual property interest in, any Content (including, but not limited to, the Solution). This Agreement and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Software. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to You are reserved by Fūsus. Any unauthorized use of any Content or the Software for any purpose is strictly prohibited.
3. SUBSCRIBER-GENERATED CONTENT: CONTENT YOU SUBMIT.

A. Your Ownership of Subscriber-Generated Content.

Fūsus may provide a Subscriber the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Software (collectively, “submit”) messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials created by a Subscriber (collectively, “Subscriber-Generated Content”). Subject to the rights and license You grant to Fūsus under these Terms (see below), You retain whatever legally cognizable right, title, and interest that You have in Your Subscriber-Generated Content. You understand and acknowledge that Fūsus has no obligation to monitor or enforce Your intellectual property rights to Your Subscriber-Generated Content. (hereinafter, “PII”).

B. Fūsus’s Enforcement Rights in Subscriber-Generated Content.

You grant Fūsus the exclusive right to protect and enforce its licensed rights to Your Subscriber-Generated Content while it is posted on the Software, including the right to bring and control enforcement actions in Your name and on Your behalf at Fūsus’s cost and expense. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 USC 516.

C. Your Representations and Warranties and Your Indemnification Obligations for Your Subscriber-Generated Content.

Each time You submit any Subscriber-Generated Content, You represent and warrant that You are the sole author and owner of the intellectual property and other rights to the Subscriber-Generated Content, or You have a lawful right to submit the Subscriber-Generated Content.

4. REPORTING INTELLECTUAL PROPERTY INFRINGEMENT. DMCA Notice for Copyright

Infringement.

Fūsus will respond appropriately to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (“DMCA”), as set forth below. If You own a copyright in a work (or represent such a copyright owner) and believe that the copyright in that work has been infringed by an improper posting of it as part of Subscriber-Generated Content on the Software, then You may send us a written notice that includes all of the following: a subject line that says: “DMCA Copyright Infringement Notice”; and

(1) a description of the copyrighted work that You claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works; and

(2) a description of the location of the infringing material on the Software; and

(3) Your full name, address, telephone number, and e-mail address; and
(4) a statement by You that You have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the copyright owner; and

(5) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, and that You are the copyright owner (or, if You are not the copyright owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,

(6) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters “/s/” followed by Your full typed name, which will serve as Your electronic signature.

Fūsus may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Fūsus may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

B. Mode of Communication.

Fūsus will only respond to DMCA Notices that it receives by mail or e-mail at the addresses below: By Mail:

Fūsus
ATTN: DMCA Notice
5550 Triangle Pky, Suite 100 Peachtree Corners, GA 30092

By E-Mail:

helpdesk@fusus.com

We may send the information that You provide in Your DMCA Notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Fūsus's other rights, Fūsus may, in appropriate circumstances, terminate a repeat infringer’s access to the Software and any other Software owned or operated by Fūsus.

C. DMCA Counter-Notification regarding Copyright Infringement. If access on the Software to a work that You submitted to Fūsus is disabled or the work is removed as a result of a DMCA Notice, and if You believe that the disabled access or removal is the result of mistake or misidentification, then You may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

(1) a subject line that says: “DMCA Counter-Notification”; and

(2) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared on the Software before it was removed or disabled; and

(3) a statement made under penalty of perjury that You have a good faith belief that the material was removed
or disabled as a result of mistake or misidentification; and
(4) Your full name, address, telephone number, e-mail address, and the username of Your Account; and

(5) a statement that You consent to the jurisdiction of the Federal District Court and that You will accept service of process from the person who provided DMCA notification to us or an agent of such person; and

(6) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters “/s/” followed by Your full typed name, which will serve as Your electronic signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than 10 and not more than 14 business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Software. You should also be aware that we may forward the DMCA Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice. Nothing contained herein shall be construed as to limit the U.S. Department of Justice’s jurisdiction for litigation matters pursuant to 28 USC §16.

D. Reporting Infringement of Other Intellectual Property.

If You own intellectual property other than a copyright and believe that Your intellectual property has been infringed by an improper posting or distribution of it on the Software, then You may send Fūsus a written notice to one of the addresses set forth in Section 4.A. above that includes all of the following:

(1) a subject line that says: “Intellectual Property Infringement Notice”; and

(2) a description of the intellectual property that You claim has been infringed, or a list of the intellectual property if multiple works have been infringed; and a description of the location of the infringing material on the Software; and
(4) Your full name, address, telephone number, and e-mail address; and

(5) a statement by You that You have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the owner; and

(6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, and that You are the owner (or, if You are not the owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,

(7) Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters “/s/” followed by Your full typed name, which will serve as Your electronic signature.

Fūsus will act on such notices in its sole discretion. Any User of the Software that fails to respond satisfactorily to Fūsus with regard to any such notice is subject to suspension or termination. Termination of Federal contracts will be in accordance with FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-73. We may send the information that You provide in Your notice to the person who provided the allegedly infringing material.

4. YOUR ACCOUNT AT FŪSUS.

A. Registration.

To access the Solution through the Software, You not only must execute a Subscription Agreement, but also You must become a registered user of the Software by establishing an Account. The Software’s practices governing any resulting collection and use of Your personal information in Your Account are disclosed in its Privacy Policy.

B. Usernames and Passwords.

If You register for any feature of the Software that requires a password and/or username, such as the Solution, then You will select Your own password at the time of registration (or we may send You an email notification with a randomly generated initial password) and You agree to the following:

(1) You will not use a username (or e-mail address) that is already being used by someone else, that may impersonate another person, that belongs to another person, that violates the intellectual property or other right of any person or entity, or that is offensive (Fūsus may reject the use of any password, username, or email address for any reason in our sole discretion); and

(2) You will provide accurate, current, and complete registration information about Yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete for as long as You use the features to which the registration relates; and

(3) You are solely responsible for all activities that occur on the Software under Your Account, password, and username, whether or not You authorize the activity (except to the extent that any activity occurs due to unauthorized use of Your password and username by another person or entity), and, accordingly, if You are an entity Subscriber, You are solely responsible for the actions of all persons subject to Your control and/or supervision who access the Software and the Content through Your subscription; and

(4) You are solely responsible for maintaining the confidentiality of Your password and for restricting access to Your
computers, phones, pads, tablets, or other Internet Access Devices, so that unauthorized persons may not access any password protected portion of the Software using Your name, username, or password; and

(5) You will immediately notify Fūsus of any unauthorized use of Your Account, password, or username, or any other breach of security; and

(6) You will not sell, transfer, or assign Your Account or any Account rights.

Fūsus shall have no liability for any loss or damage (of any kind and under any legal theory) to You or any third party arising from Your inability or failure for any reason to comply with any of the foregoing security obligations.

C. Termination in the Event of Non-appropriation.

If You are a public entity and do not appropriate funds for this agreement, then this agreement and all Your obligations terminate. A refund will be provided for any unused portion of the paid subscription, after the 30-day notice period through the remainder of the term.

D. Software Access Charges.

Fūsus further retains the right to change the terms and conditions for accessing the Software or portions of the Software; and the right to restrict access to the Software or portions of the Software, in whole or in part, based on any lawful eligibility requirements Fūsus may elect to impose (e.g., geographic or demographic limitations). Fūsus may modify, revalue, or make the registration free at its sole discretion without advance notice or liability. For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

E. Your Use of an Internet Access Device and Third-Party Components.

You understand and agree that Your use of any Internet Access Device and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by You to access the Software (“Third-Party Components”) are the sole and exclusive responsibility of You, including all costs of Your use of such Third-Party Components, and that Fūsus has no responsibility for such third-party components, services, or Your relationships with such third parties. You agree that You shall at all times comply with the lawful terms and conditions of Your agreements with such third parties. Fūsus does not represent or warrant that the Software and the Content are compatible with any specific third-party hardware or software or any other Third-Party Components. You are responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the Software.

F. Wireless Features.

The Software may offer certain features and services that are available to You via Your wireless Internet Access Device. These features and services may include the ability to access the Software’s features and upload content to the Software, receive messages from the Software, and download applications to Your wireless Internet Access Device (collectively, “Wireless Features”). Standard messaging, data, and other fees may be charged by Your carrier to participate in Wireless Features. Fees and charges may appear on Your wireless bill or be deducted from
Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or wireless Internet Access Device. You should check with Your carrier to find out what plans are available and how much they cost. Contact Your carrier directly with questions regarding these issues. You understand and acknowledge that Fūsus has no responsibility or liability for Your ability or inability to access or take advantage of any Wireless Features due to Your carrier, Your phone service plan, Your Internet Access Device, or any other Third-Party Component.

G. Customer Service.

Fūsus acknowledges the importance of response times for critical systems when technical issues arise. As such, Fūsus shall provide technical support during normal business hours from 9am to 5pm ET, and via an on-call after-hours support team which is available on a 24/7/365 basis. When technical issues arise, Subscriber may contact Fusus Technical Support via phone at: (844) 226-9226 ext. 2 or via email at: helpdesk@fusus.com. Fusus will make every effort in all circumstances to respond to Subscriber technical support inquiries in a timely fashion. For after-hours support requests, Subscriber shall notify Fusus of the priority of their request when it is submitted. The priority shall determine the guaranteed response time as detailed below:

1. Priority 1 – Technical concerns impacting a single or multiple users that require immediate resolution during critical incidents or major events at the Agency/Organization. Fūsus to return customer’s call or email within 2 hours, including holidays and weekends.

2. Priority 2 – Technical concerns impacting multiple users, non-critical/major events. Fūsus to return customer’s call or email within 24 hours.

3. Priority 3 – Technical concerns impacting a single user, non-critical/major events. Fūsus to return customer’s call or email within 1 business day.

5. YOUR GENERAL REPRESENTATIONS AND WARRANTIES.

A. You represent and warrant the following in respect of this Agreement:

1. You have the necessary authority to enter into this Agreement; and

2. If You are an individual, You are over the age of eighteen; and

3. You shall cooperate with all of the instructions, rules, and procedures that apply to Your Fūsus Account;

4. You have provided and will continue to provide true, accurate, current, and complete Account registration information; and

5. You will respect and abide by all of Your obligations under this Agreement, and You will perform Your obligations under this Agreement diligently; and

6. If You are an entity Subscriber, You will monitor and closely supervise all of the persons under Your employment, including all officers, directors, employees, contractors, agents, and legal representatives who access the Software and the Content through Your subscription to ensure their compliance with these Terms, and You understand, acknowledge, and agree that You are entirely responsible for such
compliance by all persons subject to Your control and/or supervision; and

(7) You will comply with all laws and regulations applicable to this Agreement and to the Software and Content, include all laws regarding personal rights of privacy and publicity.

B. Expressed Warranty.

Products manufactured by Fūsus are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of Fūsus’s products provided as part of the Software as a Service agreement with Subscriber, or purchased by Subscriber for use with their subscription, that Subscriber returns to Fūsus during the period of the initial term of the agreement.

(1) Real-Time Crime Center in the Cloud Subscribers (RTC3): All equipment issued as part of a RTC3 project, including fususCORE™ appliances and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at Fūsus’s cost with an appropriate Request to Merchant (RMA) authorization.

(2) Security Operations Center in the Cloud Subscribers (SOC2): All equipment issued as part of a SOC2 project, including fususCORE™ appliances and peripherals, are warranted for one (1) year from the original date of shipment to Subscriber or its authorized reseller. Extended annual warranty periods purchased by Subscriber for coverage after the first year must be purchased prior to the original shipment of hardware to be considered valid. All warrantied hardware will be repaired or replaced at Fūsus’s cost with an appropriate Request to Merchant (RMA) authorization.

Fūsus’s obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at Fūsus’s sole option. Fūsus shall bear round-trip shipment costs of defective items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become Fūsus property. This warranty does not extend to any product sold by Fūsus which has been subjected to misuse, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with installation procedures and instructions furnished by Fūsus, or which has been repaired or altered by persons other than Fūsus or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed.

6. INDEMNIFICATION AND LIABILITY

A. Fūsus shall indemnify, defend and hold the Customer and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys’ fees), relating to or arising out of: (i) any act or omission of Fūsus, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any security breach or other breach of a covenant, representation or warranty made by Fūsus under this Contract; and (iii) use by Fūsus of any intellectual property in connection with the Services (whether such intellectual property is owned by Fūsus or a third party) or the incorporation by Fūsus of intellectual property into the Services.

7. GENERAL PROVISIONS.

A. Severability and Interpretation.
If any provision of this Agreement, is for any reason deemed invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from this Agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of this Agreement which will remain in full force and effect.

B. Communications.

Whenever You communicate with Fūsus electronically, such as via e-mail, You consent to receive communications from Fūsus electronically. Please note that, except as set forth in the provisions of this Agreement regarding the DMCA, Fūsus is obligated to respond to inquiries that it receives.

C. Assignment.

Fūsus may assign its rights and obligations under this Agreement, in whole or in part, only in accordance with the procedures of FAR Part 42.12. This Agreement may not be assigned by You, and You may not delegate Your duties under these Terms, without the prior written consent of an officer of Fūsus.

D. No Waiver.

Except as expressly set forth in this Agreement, no failure or delay by You or Fūsus in exercising any rights or remedies under this Agreement will operate as a waiver of that or any other right or remedy.

E. No Partnership or Joint Venture.

Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between You and Fūsus.

F. Complete Agreement.

This Agreement constitutes an addendum to a solicitation or contract, as defined in FAR 52.212-4(s).
End User License Agreement. With respect to any Software provided pursuant to an Order, and Subject to compliance with this End User License Agreement (“EULA”), Provider grants you, an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order OGP 4800.21, as may be revised from time to time), a limited, non-exclusive and non-transferable license to use object code versions of the Software and accompanying Documentation solely for Customer’s internal operations and in accordance with the License and the Documentation. Provider licenses to Customer the right to use only the Software Customer acquires from an approved source. Unless contrary to applicable law, Customer is not licensed to use the Software on equipment not authorized by Provider, or on Provider equipment not purchased through an approved source. In the event that Provider requires Customer to register as an end user, Customer’s license is valid only if the registration is complete and accurate. The Software may contain open source software, subject to separate license terms made available with the Provider Software or Documentation.

“Customer” shall mean the Ordering Activity itself and shall not apply to, nor bind (1) the individual(s) who utilize the Software/Service/Site on Contractor’s behalf or (2) any individual users who happen to be employed by, or otherwise associated with, Ordering Activity. The Contractor will look solely to Ordering Activity to enforce any violation or breach of this Agreement by such individuals, subject to Federal law.

If the Software is licensed for a specified term, Customer’s license is valid solely for the applicable term in the License and in accordance with the Schedule contract and applicable task or purchase order. Subject to the Schedule contract and applicable order, the Customer’s right to use the Software begins on the date the Software is made available for download or installation and continues until the end of the specified term, unless otherwise terminated in accordance with these Terms. Termination may be conducted in accordance with the terms and conditions of the GSA Schedule contract and individual ordering document.

Evaluation License. If Customer licenses or receives Provider Goods for evaluation purposes or other limited, temporary use as authorized by Provider (“Evaluation Product”), Customer’s use of the Evaluation Product is only permitted for the period limited by the license key or otherwise stated by Provider in writing. If no evaluation period is identified by the license key or in writing, then the evaluation license is valid for thirty (30) days from the date the Evaluation Product is made available to Customer. The Evaluation Product is licensed “AS-IS” without support or warranty of any kind, expressed or implied. “This clause does not limit or disclaim any of the warranties specified in the GSA Schedule contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.” Provider does not assume any liability arising from any use of the Evaluation Product. This clause shall not impair the U.S. Government’s right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government’s right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-81 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).”

Customer may not publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from Provider. Customer authorizes Provider to use any feedback or ideas Customer provides Provider in connection with Customer’s use of the Evaluation Product.

Ownership. Provider or its licensors retain ownership of all intellectual property rights in and to the Software, including copies, improvements, enhancements, derivative works and modifications thereof. Customer’s rights to use the Software are limited to those expressly granted by this EULA. No other rights with respect to the Software or any related intellectual property rights are granted or implied.

Limitations and Restrictions. Customer will not and will not allow a third party to:

a) transfer, sublicense, or assign Customer’s rights under this license to any other person or entity unless expressly authorized by Provider in writing;

b) modify, adapt or create derivative works of the Software or Documentation;

c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software;

d) make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by Provider in writing;

e) use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Provider in writing;

f) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software;

Third Party Use of Software. Customer may permit a third party to use the Software licensed to Customer under this EULA if such use is solely (i) on Customer’s behalf, (ii) for Customer’s internal operations, and (iii) in compliance with this EULA. Customer agrees that Customer is liable for any breach of this EULA by that third party.

US Government End Users. The Software and Documentation are "commercial items," as defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal
Acquisition Regulation Supplement ("DFAR") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this EULA may be incorporated, Government end users will acquire the Software and Documentation with only those rights set forth in this EULA. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

Audit. During the license term for the Software and for a period of three (3) years after its expiration or termination, Customer will take reasonable steps to maintain complete and accurate records of the Customer’s use of the Software sufficient to verify compliance with this EULA. Provider and its auditors have the right to examine records and any applicable books, systems and accounts, at SafePointe’s expense, upon reasonable notice to the Customer and consistent with Customer’s security measures, during normal business hours.

Termination. The EULA shall remain effective until terminated. Termination of Federal contracts will be in accordance with FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-79. Upon termination, the Customer shall destroy, and certify the destruction of, all copies of the Software in its possession or control.
CUSTOMER AGREEMENT - CAMPUS

This Customer Agreement (this “Agreement”) is entered into as of _________________, 2015, (the “Effective Date”) by and between Resiligence, Inc., a California corporation (COMPANY) and ______________________________________________ (you, an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order OGP 4800.2I, as may be revised from time to time)) (CLIENT) (each of COMPANY and CLIENT, a “Party” and collectively, the “Parties”).

“Client” shall mean the Ordering Activity itself and shall not apply to, nor bind (1) the individual(s) who utilize the Software/Service/Site on Contractor’s behalf or (2) any individual users who happen to be employed by, or otherwise associated with, Ordering Activity. The Contractor will look solely to Ordering Activity to enforce any violation or breach of this Agreement by such individuals, subject to Federal law.

RECITALS

WHEREAS, the COMPANY has developed an anonymous text based tipline capability known as “TipNow™” which is intended for use in non-emergency situations and is more fully described on Appendix A hereto; and

WHEREAS, CLIENT wishes to utilize TipNow™ in connection with its campus security services; and

WHEREAS, the Parties hereto wish to provide for the terms and conditions under which COMPANY will make TipNow™ and associated services available to CLIENT’s designated facilities; and

WHEREAS, “TipNow Social” is a social media data analysis tool to detect dangerous activity within a specified geographic location from the epicenter of the facility of the CLIENT; and

WHEREAS, the term CAMPUS refers to the facilities, locations and buildings where the TipNow technology will be deployed.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained, COMPANY and CLIENT intending to be legally bound, covenant and agree as follows:

1. DUTIES OF THE PARTIES

1.1 COMPANY Product and Services. Subject to the terms and conditions set forth herein, COMPANY agrees to provide to the CLIENT with the TipNow™ technology platform and the support services set forth on Appendix A hereto during the term of this Agreement. In connection with the foregoing, CLIENT hereby acknowledges and agrees that the intended purpose and use of TipNow™ is to facilitate notification to CLIENT security personnel of suspicious occurrences or activities that occur on the campus but are non-emergency in nature, and it is the responsibility of CLIENT to address whatever activities or occurrences arise, including without limitation alerting students, faculty members, employees, visitors and any and all uninvited campus guests to any perceived or impending threat of danger. For the avoidance of doubt, the Parties acknowledge and agree that TipNow™ is not intended to replace or supersede any emergency
services that CLIENT currently has in place or may implement in the future, such as 911 or other police or protective service emergency hotlines. It is a technology that would facilitate the anonymous notification by employees and people to deliver information to the responsible parties such as the security and police on that campus.

1.2 **CLIENT Obligations.** CLIENT agrees as follows:

(a) CLIENT may serve as a reference customer for COMPANY and in such capacity its designated representatives will diligently and truthfully respond to calls and inquiries received from prospective customers of COMPANY and will report all such calls to COMPANY.

(b) Designated representatives of CLIENT may assist COMPANY to create: (i) a sample case study regarding the use of TipNow™ to enhance campus security, (ii) a press release with respect to the foregoing, and (iii) a written testimonial for use by COMPANY in its marketing efforts.

(c) Representatives of CLIENT may provide COMPANY with feedback, comments, suggestions and ideas which may be used by COMPANY to modify and/or further develop the capabilities of TipNow™, and such individuals will be available for telephone interviews with COMPANY staff members upon reasonable notice.

2. **PAYMENT TERMS.** Payment terms are governed by the Schedule contract and applicable task/purchase order.

3. **LIMITATION OF LIABILITY.**

3.1 **No Warranties.** CLIENT hereby acknowledges and agrees that COMPANY is providing TipNow™ and the related services on an “as is” basis and makes no representation or warranty whatsoever regarding the effectiveness thereof or the outcome of any situation which may arise in which TipNow™ is used by any person associated in any way with the facilities of the CLIENT campus. In addition, CLIENT understands that COMPANY cannot and does not guaranty uninterrupted server connectivity with respect to the tipster’s own communication device, the TipNow™ administrator or facility’s designated security personnel, and COMPANY specifically disclaims any and all liability that may be caused by any delay in transmitting a tip due to server downtime or otherwise. This clause does not limit or disclaim any of the warranties specified in the GSA Schedule contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

3.2 **Limitation of Liability.** IN NO EVENT WILL COMPANY, OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES, HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR
RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, PRODUCT LIABILITY, LOSS OF ANTICIPATED PROFITS OR REVENUES, OR LOSS OF USE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD THEREOF OR SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-81 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

4. CONFIDENTIAL INFORMATION

4.1 General Obligations of the Parties. The Parties acknowledge that, from time to time, one Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") information which is marked as "proprietary" or "confidential" or which would, under the circumstances, be understood by a reasonable person to be proprietary and nonpublic ("Confidential Information"). Except as required by law, the Receiving Party shall retain such Confidential Information in confidence and shall not disclose it to any third party without the Disclosing Party's written consent. Each Party shall use at least the same procedures and degree of care which it uses to protect its own Confidential Information of like importance, and in no event less than reasonable care.

4.2 COMPANY Obligations. Except as required by law, COMPANY hereby acknowledges and agrees that it will not sell, trade, license, or otherwise distribute for gain any personnel information provided or made available to COMPANY by representatives of CLIENT as part of the CLIENT database, and it will maintain the privacy of all such data in accordance with Section 4.1 above.

4.3 CLIENT Obligations. CLIENT hereby acknowledges and agrees that COMPANY has expended considerable time, effort and expense to create and develop TipNow™, and that the technology and architecture embodied therein are trade secrets of COMPANY. CLIENT hereby agrees to take all reasonable measures to ensure that none of its employees or other affiliates shall reverse engineer or otherwise misappropriate, broadcast, disclose or use for personal gain any trade secrets or proprietary information of COMPANY which may be embodied in TipNow™ or are otherwise disclosed to representatives of CLIENT in the course of COMPANY providing services to CLIENT hereunder.

4.4 Exceptions. Notwithstanding Sections 4.1 through 4.3 above, Confidential Information will not include information to the extent that such information:

(a) was already known by the Receiving Party without an obligation of confidentiality at the time of disclosure hereunder;
(b) was generally available to the public at the time of its disclosure to the Receiving Party hereunder;
(c) became generally available to the public after its disclosure other than through an act or omission of the Receiving Party in breach of this Agreement;
was subsequently lawfully and independently disclosed to the Receiving Party by a person other than the Disclosing Party;
(e) was independently developed by the Receiving Party; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided, however, that the Receiving Party shall provide prompt notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.

5. TERM AND TERMINATION

5.1 Term of the Agreement. The initial term of this Agreement shall be for three (3) years from the Effective Date, subject to the Schedule contract and applicable task or purchase order.

5.2 Termination. Termination of Federal contracts will be in accordance with FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-79

5.3 Survival. The terms and conditions of Articles 3, 4, 5 and 6 shall survive termination or expiration of this Agreement. In addition, the termination or expiration of this Agreement shall not relieve either Party of any liability under this Agreement that accrued prior to such termination or expiration.

6. MISCELLANEOUS

6.1 Governing Law. This Agreement is subject to and governed by the Contracts Disputes Act of 1978, 41 U.S.C §§ 7101-7109, Federal Tort Claims Act, 28 U.S.C. §1346(b)), and GSAR 552.212-4 Contract Terms and Conditions – Commercial Items (Jan 2017) (Deviation – Feb 2007) (Deviation – Feb 2018). The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the federal laws of the United States.

6.2 Waiver. Any waiver of the provisions of this Agreement or of a Party’s rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed and will not be deemed to be a waiver of such party’s rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party’s right to take subsequent action.

6.3 Amendments. For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification. A material change is: (1) Terms that change Government rights or obligations; (2) Terms that increase Government Prices; (3) Terms that decrease the overall level of service; or (4) Terms that limit any other Government right addressed elsewhere in this contract.

6.4 Successors and Assignees. This Agreement shall be binding upon and inure to the benefit of any entity that is the successor to substantially all of the assets and businesses of either Party.
License Agreement may be transferred or assigned only in accordance with the procedures of FAR Part 42.12.

6.5 **Severability.** If any provision in this Agreement shall be found or be held to be invalid or unenforceable, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement which shall remain in full force and effect unless the severed provision is essential and material to the rights or benefits received by any party. In such event, the Parties shall use best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the Parties' intent in entering into this Agreement.

6.6 **These License Terms constitute an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s).**

6.7 **Relationship Between Parties.** The Parties shall at all times and for all purposes be deemed to be independent contractors and neither Party, nor either Party's employees, representatives, subcontractors or agents, shall have the right or power to bind the other Party. This Agreement by itself, or in conjunction with other agreements with the same Effective Date, shall not create or be deemed to create a joint venture, partnership or similar association between the Parties or either Party's employees, subcontractors or agents.

6.8 **Counterparts.** This Agreement may be executed in counterparts, in original or by facsimile, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.

6.9 **Notices.** Any notices required or permitted hereunder shall be given in writing either (a) through personal delivery by courier with tracking capabilities or otherwise, (b) by telecopy or other electronic medium, or (c) by deposit in the mail. Any notice given using means described in (a) or (c) of the preceding sentence shall be sent to the other Party at the address set forth for such Party on the signature page of this Agreement or to such other address as the Party has designated by notice given pursuant to this Agreement. All notices shall be deemed given or made (x) on the date delivered if delivered personally, by courier or otherwise, (y) on the date initially received, if delivered by telecopy or other electronic medium, or (z) on the third business day after it is mailed.

6.10 **Force Majeure.** In the event either Party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of acts of God, war, strikes, riots, storms, fires, or any other cause whatsoever beyond the reasonable control of such Party (including without limitation if transmission of a tip or information through use of TipNow™ is delayed due to server downtime or otherwise), the Party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay.

*Signature Page Follows*
APPENDIX A

Product Description:
TipNow™ is a text based anonymous tipline that facilitates notification of campus security personnel regarding suspicious activity which occurs on the CLIENT campus.
Features of the TipNow™ solution include:

- Secure, web based tip administration (anytime/anywhere access for authorized users)
- Easy to implement, deploy and use
- Tips can be submitted quickly through SMS/text messages, email, voice and webform
- Transmits the information directly to designated senior safety personnel
- Only designated officers have access to reports filed
- Allows anonymous two-way conversation by authorities with reporting individuals
- Fully automated with no physical call center required
- Executive dashboard

Implementation:

- CLIENT will be assigned an email address and/or a local number, and CLIENT tipsters will be able to send tips about suspicious activity by text/email
- CLIENT will have access to an administrator web portal to manage and address incoming tips from anywhere CLIENT has internet access
- Any number of administrators can be created and each of them will have a unique user id and password to access the web portal

Service Description:

COMPANY will provide support for Client’s use of TipNow™ through telephone support. The support phone number is 1-877-395-5095.

COMPANY will provide interactive web-based training for CLIENT security personnel, students, faculty and other employees on use and operation of the TipNow™ system.

COMPANY will work with CLIENT to plan the marketing communications to make CLIENT students, faculty and other employees aware of TipNow™ and its deployment at Designated Facilities.