

FORENSIC TRACKER SOFTWARE SERVICES AGREEMENT

This Forensic Tracker Software Services Agreement (“Agreement”) is between *Forensic Tracker, LLC* (“Company”), and the Client who has entered this Agreement by execution of the Forensic Tracker, LLC Order Form (“Order Form”) by either digital or original (“wet”) signature(s). This Agreement includes and incorporates the Forensic Tracker Order Form executed by Client, as well as the current Terms of Service available at: <https://forensic-tracker.com/terms-of-service/>. There shall be no force or effect to any proposed modification or different terms unless the same is reduced to writing and executed by the parties.

1. SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Client with its “Forensic Tracker” Service (“Service”) which generally includes facilitating rapid two-way communication following notification of actionable information in the form of a “Forensic hit” or similar notification received from a governmental or third party; delivery of automated electronic messaging, including SMS and email, to Client’s individual employees, as designated Client; retention, management, and reporting of responses to automated communications; escalation of communications to Client’s designated management or supervisory personnel, pursuant to Client’s organizational structure and on a reporting schedule as designated by Client; and providing Client with limited administrative access to the Company’s web-based service for the purpose of updating and managing Client’s employees’ contact information.

1.2 As part of the initial registration process, Client will identify an administrative-level employee for which Company will establish a corresponding user name and password for Client’s account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate. Company will provide Client with reasonable technical and access support services in accordance with Company’s standard practice

1.3 The service shall be generally available but may be subject to both scheduled downtime for maintenance and unscheduled down-time in the case of a software, network, power, or other service interruption. In the event of an unscheduled interruption, the Company will take all commercially reasonable efforts to restore access to the Service, subject to the limitations in section 6.1, below.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Client will not, directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the service or any software, documentation or data related to the service (“software”); modify, translate, or create derivative works based on the service or any software.

2.2 Further, Client may not remove or export from the United States or allow the export or re-export of the service, software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the software and documentation are “commercial items” and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Client represents, covenants, and warrants that Client will use the service only in compliance with Company’s standard published Terms of Service then in effect and all applicable laws

and regulations. Although Company has no obligation to monitor Client's use of the Services, Company may do so and may prohibit any use of the service it reasonably believes may be in violation of the foregoing.

2.4 Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the service, including, without limitation, cellular phones, routers, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Client shall also be responsible for maintaining the security of the Equipment, Client account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Client account or the Equipment with or without Client's knowledge or consent.

2.5 Client authorizes Company to publish online and disclose Client's name as a means of promoting Company's contractual relationship with Client.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the service. Proprietary Information of Client includes non-public data provided by Client to Company to enable the provision of the service ("Client Data"). The Receiving Party agrees: to take reasonable precautions to protect such Proprietary Information, and, not to use (except in performance of the service or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (i.) is or becomes generally available to the public, or (ii.) was in its possession or known by it prior to receipt from the Disclosing Party, or (iii.) was rightfully disclosed to it without restriction by a third party, or (iv.) was independently developed without use of any Proprietary Information of the Disclosing Party or (v.) is required to be disclosed by law.

3.2 Client shall own all right, title and interest in and to the Client Data, as well as any data that is based on or derived from the Client Data and provided to Client as part of the service. Company shall own and retain all right, title and interest in and to: (i.) the service and software, all improvements, enhancements or modifications thereto, (ii.) any software, applications, inventions or other technology developed in connection with implementation of service or support, and (iii.) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the service and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i.) use such information and data to improve and enhance the service and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii.) disclose such data solely in aggregate or other de-identified form in connection with its business. No other rights or licenses of any kind are granted herein to Client.

4. PAYMENT OF FEES

4.1 Client will pay Company the then applicable service fees described in the Order Form and in accordance with the terms therein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Client (which may be sent by email). If Client believes that Company has billed Client incorrectly, Client must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to

receive an adjustment or credit. Inquiries should be directed to Company's Client support point of contact.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of one percent (1%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of service.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Client will pay in full for the service up to and including the last day on which the service was provided. Upon any termination, Company will make all Client Data available to Client for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Client Data. All sections of this Agreement which by their nature survive termination shall do so including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

6.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the service in a manner which minimizes errors and interruptions in the service and shall perform the Implementation Services in a professional and workmanlike manner. Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption. Our liability shall be limited to the maximum of funds paid to us for this Service. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY EXPRESS OR IMPLIED WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICE AND IMPLEMENTATION SERVICES ARE PROVIDED "AS-IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. DISPUTE RESOLUTION

All disputes arising out of this agreement shall be submitted first to mediation through a mutually agreeable, reputable arbitration and mediation service. If mediation is not successful in resolving all disputes arising out of this agreement, those unresolved disputes shall be submitted to final and binding arbitration. The arbitrator shall be selected by mutual consent of the parties. The arbitration of the dispute shall be conducted pursuant to the Ethics Standards for Neutral Arbitrators in Contractual Arbitration, as defined by California Rules of Court and in accordance with the laws of the State of California. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

8. MISCELLANEOUS

8.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Client without Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without Client's consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.