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GUARDIAN RFID

Sourcewell Cooperative Purchasing
SOURCEWELL MASTER AGREEMENT #030425-CDX | Public Safety Software
Sourcewell Member: Burnet County, TX - Account # 117799

COMMAND CLOUD SUBSCRIPTION AGREEMENT

THIS COMMAND CLOUD SUBSCRIPTION AGREEMENT (the "Agreement") is entered into as of April 20, 2026 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and Burnet County Sheriff's Office, a body corporate and politic under the laws of the state of Texas ("Customer"), having its principal place of business at 1601 E Polk St, Burnet, Texas, 78611.

WHEREAS, GUARDIAN RFID provides a system comprised of hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "Command Cloud System"), and the Customer desires to implement the Command Cloud System by subscribing for the right to use the Command Cloud Subscription Services and Command Cloud Mobile Devices and purchasing certain Command Cloud Mobile Device Accessories.

NOW THEREFORE, the parties agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following terms have these definitions:

   (a) "Authorized Customer Personnel" means any Customer Personnel who need to use the Command Cloud System in the performance of their duties or collaboration with the Customer, who have agreed to abide by the terms of this Agreement and who have agreed in writing to be bound by the terms of the Confidentiality provisions of this Agreement in Section 14, either by means of an agreement directly with GUARDIAN RFID or pursuant to an agreement with the Customer which restricts the use of the Confidential or Proprietary Information received as an employee, partner, member, owner, or affiliate of the Customer. In no case will the term "Authorized Customer Personnel" include any competitor of GUARDIAN RFID.

   (b) "Authorized GUARDIAN RFID Personnel" means GUARDIAN RFID Personnel who provide services to the Customer under the terms of this Agreement.

   (c) "Command Cloud Subscription Services" means the web-based software as a service product described on Addendum A.

   (d) "Command Cloud Mobile Device" has the meaning in the quote provided in Addendum A.

   (e) "Command Cloud Mobile Device Accessories" means the batteries, hand straps and pins, protective bumpers, battery covers, and other similar peripherals for the Command Cloud Mobile Device, except that the term expressly excludes the Command Cloud Mobile Device Charging Station.

   (f) "Command Cloud Mobile Device Charging Station" means the charging cradle and cradle power adapter for the Command Cloud Mobile Device.

   (g) "Confidential or Proprietary Information" means any information or data disclosed by either GUARDIAN RFID or the Customer to the other party, including, but not limited to, the terms of this Agreement, negotiations and discussions relating to this Agreement, and any of the following which relate directly or indirectly to the Disclosing Party's products, services, or business:

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(i) technology, ideas, concepts, drawings, designs, inventions, discoveries, improvements, patents, patent applications, specifications, trade secrets, prototypes, processes, notes, memoranda, and reports; or

(ii) visual representations concerning the Disclosing Party's past, present or future research, technology, know-how, and concepts; or

(iii) computer programs, software code, written documentation, products, information concerning vendors, members, customers, prospective customers, employees and prospective employees, market research, sales and marketing plans, distribution arrangements, financial statements, financial information, financing strategies and opportunities, and business plans.

In addition, the term "Confidential or Proprietary Information" shall include any information disclosed pursuant to any confidentiality or nondisclosure agreement entered by the parties in contemplation of entering the business relationship evidenced by this Agreement.

(h) "Customer Information" means all Confidential or Proprietary Information disclosed by the Customer to GUARDIAN RFID in connection with, in contemplation of entering, or under this Agreement or entered into the Command Cloud System.

(i) "Customer Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of the Customer (including any third party to whom the Customer has outsourced all or part of its operations).

(j) "Customer Project Manager" means the person authorized by the Customer to serve as the primary point of contact for project management with GUARDIAN RFID as specified in Section 14(b).

(k) "Customer's Third-Party Hardware" means any hardware, equipment, and other tangible items used by the Customer that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, networking equipment (including Wi-Fi), workstations, servers for third-party systems, mobile workstations, and laptops.

(l) "Customer's Third-Party Software" means any software that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, operating systems, Internet browsers, plug-ins, content-viewing applications, software frameworks for downloaded content, productivity software, and enterprise software (including, but not limited to, jail, records, offender, medication, prescription, and case management systems).

(m) "Disclosing Party" means a party to this Agreement that discloses its Confidential or Proprietary Information to the other party to this Agreement.

(n) "Documentation" means all instructions, specifications, and other support materials generally made available to customers relating to the operation and functionality of the Command Cloud Subscription Services as updated from time to time by GUARDIAN RFID.

(o) "Force Majeure Event" means an occurrence beyond the reasonable control of the party affected, including acts of governmental authorities, acts of God, material shortages, wars, riots, rebellions, sabotage, fire, explosions, accidents, floods, strikes or lockouts of third parties, widespread illness or pandemics, or electrical, internet, or telecommunication outage that is not caused by the obligated party.

(p) "Go-Live" or "Goes-Live" means the use of the Command Cloud System as a live, non-test-bed system, which can be exhibited by events such as the completion of the first real-world log entry

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(e.g., cell check, offender movement, etc.) or a similar event or inmate activity dealing with real-world use.

(q) "Go-Live Date" means the latest to occur of (i) the date of the Installation Notice, or (ii) if any, the date of the last Subsequent Installation Notice. For clarity, the official Go-Live Date will be identified in the first invoice sent by GUARDIAN RFID to the Customer after the Command Cloud System Goes-Live.

(r) "GUARDIAN RFID Information" means Confidential or Proprietary Information disclosed by GUARDIAN RFID to the Customer in connection with, in contemplation of entering, or under this Agreement, including, but not limited to, all Documentation.

(s) "GUARDIAN RFID Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of GUARDIAN RFID.

(t) "GUARDIAN RFID Project Manager" means the person authorized by GUARDIAN RFID to serve as the primary point of contact for project management with the Customer as specified in Section 6(a).

(u) "Hardware" means all hardware, equipment, and other tangible items supplied to the Customer by GUARDIAN RFID under this Agreement and identified as "Hardware" in Addendum A. Hardware specifically excludes the Customers' Third-Party Hardware.

(v) "Initial Term Fee" means the sum of the Initial Term Fee for Year One and the fee amounts listed in Addendum B for (i) Initial Term Fee for Year Two and (ii) Initial Term Fee for Year Three.

(w) "Initial Term Fee for Year One" means the sum of the fee amounts listed in Addendum A.

(x) "Receiving Party" means the party to this Agreement that receives Confidential or Proprietary Information from the other party to this Agreement.

(y) "Receiving Party Personnel" means any employees, partners, members, owners, or affiliates of the Receiving Party.

(z) "Renewal Fee" means the sum of the fee amounts listed in Addendum B for (i) Renewal Fee for Extended Term Year One, (ii) Renewal Fee for Extended Term Year Two, and (iii) Renewal Fee for Extended Term Year Three.

(aa) "Service Level Agreement" means the agreement set forth in Addendum C.

(bb) "System Administrator" means any person authorized by the Customer to serve as the primary point of contact for systems administration between the Customer and GUARDIAN RFID as specified in Section 13(c).

(cc) "System Generated Data" means any data or information generated by the Command Cloud System, which may include information related to Customer's use of the Command Cloud System or Command Cloud Subscription Services, or that is generated through the analysis and transformation of Inmate Data and Customer Personnel Data.

(dd) "Term" means the period beginning on the Effective Date and ending on the earliest to occur of (i) the expiration of the Initial Term plus the Extended Term pursuant to Sections 17(a) and 17(b), or (ii) a termination of this Agreement pursuant to Sections 17(b), 17(c), or 17(d).

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(ee) "Third-Party Software" means any software to be supplied by GUARDIAN RFID under this Agreement that is purchased or licensed from any source external to GUARDIAN RFID for use with or integration into the Command Cloud System. Third-Party Software specifically does not include the Customer's Third-Party Software.

2. SUBSCRIPTION OF COMMAND CLOUD SUBSCRIPTION SERVICES AND COMMAND CLOUD MOBILE DEVICES

(a) Subscription. GUARDIAN RFID hereby grants to the Customer a right to access and use the Command Cloud Subscription Services and Command Cloud Mobile Devices as indicated in Addendum A, allowing the Customer and its Authorized Customer Personnel to use solely for the Customer's own business purposes as part of the Command Cloud System during the Term of this Agreement. The type of subscription granted—agency or per device—is described in the "Product" column of the quote provided in Addendum A. Agency subscriptions grant access to an unlimited number of Authorized Customer Personnel. Per device subscriptions grant one license per corresponding device purchased. The subscription does not grant the Customer the right to use the Command Cloud Subscription Services and Command Cloud Mobile Devices except as set forth in this Agreement and does not grant to the Customer any ownership, title, or interest in the Command Cloud Subscription Services or Command Cloud Mobile Devices.

(b) Copies. The Customer may reproduce as many copies of the Documentation as the Customer reasonably deems appropriate to support its use of the Command Cloud System. The Customer must reproduce all confidentiality, proprietary, copyright, and similar notices and disclaimers on any copies made pursuant to this Section.

(c) Regulatory Requirements.

(i) Customer represents, warrants, and covenants that it will comply with all laws governing the collection, use, processing, storage, retention, and destruction of Personal Information (as defined below), biometric identifiers, and biometric information, and the use of facial recognition technologies, that apply to the information processed through the Command Cloud System, including without limitation: Illinois' Biometric Information Privacy Act, Washington's Biometric Identifiers Act, the Texas Capture or Use of Biometric Identifier Act, the Texas Data Privacy and Security Act ("TDPSA"), the California Consumer Privacy Act of 2018 and implementing regulations ("CCPA") the California Consumer Privacy Rights Act and implementing regulations ("CPRA") the Colorado Privacy Act and implementing regulations, the Connecticut Data Privacy Act, the Virginia Consumer Data Protection Act, the Utah Consumer Privacy Act, and all similar state privacy laws collectively ("Data Protection Laws"). Personal Information means: Information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household where such information is contained, processed by and/or through GUARDIAN RFID, including "Personal Information", "Biometric Identifier", and "Biometric Information", as those terms are defined under Data Protection Laws.

(ii) The parties agree that with respect to Personal Information (including biometric identifiers and biometric information) processed using the Command Cloud System, Customer determines the purposes and means of processing that information. As such, Customer is the "controller" or "business" and GUARDIAN RFID is the "processor" or "service provider," as those terms are defined under applicable Data Protection Laws. Customer shall assist GUARDIAN RFID in meeting its obligations under any Data Protection Laws applicable to it in connection with its processing of Personal Information (including biometric identifiers and biometric information) pursuant to the Agreement, regardless of whether the Data Protection Laws are directly applicable to Customer. Customer represents and warrants that it has all authorizations and consents, and has provided all notices, necessary for GUARDIAN RFID to

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process Personal Information (including biometric identifiers and biometric information) pursuant to the Agreement, including to create System Generated Data and to further develop and improve the Command Cloud System and Command Cloud Subscription Services, and train machine learning and artificial intelligence models on such Personal Information.

(iii) Without derogating from the aforesaid Customer shall: (i) provide all notices (including notices at collection and/or signage) as may be required by Data Protection Laws to inform individuals about the processing, such as the collection and storage of Personal Information (including biometric identifiers and biometric information) and purpose and length of term for which the Personal Information is being collected, stored, and used, and their rights provided by Data Protection Laws, including the processing by GUARDIAN RFID and any third parties; (ii) collect all consents and confirmations and/or opt outs as may be required for collection, processing, storage, disclosure, redisclosure, or otherwise dissemination of Personal Information under Data Protection Laws, including in connection with the facial geometry, gait and/or other biometric identifiers; (iii) retain Personal Information, including without limitation Biometric Identifiers and/or Biometric Information, for no longer than is reasonably necessary to: (1) comply with a court order, statute, or public records retention schedule specified under federal, state, or local law; (2) protect against or prevent actual or potential fraud, criminal activity, claims, security threats, or liability; and (3) serve the purpose for which the Personal Information was collected; (iv) maintain and publish data retention, destruction, and privacy policies for Personal Information, including Biometric Identifiers and Biometric Information meeting with the requirements of Data Protection Laws; (v) delete or instruct GUARDIAN RFID to delete when required by Data Protection Laws, any Personal information including Biometric Identifiers, and (vi) protect the Personal Information from unauthorized access or use in accordance with Data Protection Laws and using the reasonable standard of care within the Customer's industry and in a manner that is the same as or more protective than the manner in which the Customer stores, transmits, and protects any other confidential information the Customer possesses; including the adoption of physical, technical and organizational measures.

(iv) Customer shall inform GUARDIAN RFID if they are no longer able to comply with Data Protection Laws or the provisions in this Agreement relating to the collection, use, processing, safeguarding, storage, retention, and destruction of Personal Information. Customer shall be responsible for addressing any requests from individuals with respect to their Personal Information, including under Data Protection Laws, and shall notify GUARDIAN RFID of such requests. GUARDIAN RFID will reasonably cooperate with Customer to facilitate Customer's response to such requests.

(v) Customer shall use the Personal Information for the monitoring of movement of inmates, visitors, and officers within the prison properties for the management of security of the Inmates, visitors, officers, and other staff..

(vi) Customer agrees to restrict Customer Personnel (including any subcontractor personnel) from accessing or using any Personal Information except for the purpose set forth in Section 2(c)(ii) above.

3. SALE OF HARDWARE

(a) Sale of Hardware. Subject to the terms of this Agreement, GUARDIAN RFID will sell, assign, convey, transfer, and deliver to the Customer, and the Customer will purchase, receive, and accept from GUARDIAN RFID, all right, title, and interest in and to the Command Cloud Mobile Device Accessories and any Hardware that is not subject to a subscription.

4. USE OF THIRD-PARTY SOFTWARE

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(a) Third-Party Software. Subject to the terms of this Agreement, GUARDIAN RFID will install or otherwise allow the Customer to use the Third-Party Software as part of the Command Cloud System. The Customer's use of the Third-Party Software is subject to any terms and conditions set forth by the owner of the Third-Party Software.

(b) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for any Third-Party Software provided under this Agreement, adapt the Third-Party Software in any way, or use it to create a derivative work.

5. RESTRICTIONS ON USAGE

(a) Restrictions on Usage.

(i) GUARDIAN RFID reserves the right, in its sole discretion, to limit the Customer's and any Authorized Customer Personnel's use of Command Cloud Subscription Services if GUARDIAN RFID determines that the Customer's or any Authorized Customer Personnel's use is inconsistent with this Agreement.

(ii) The Customer and any Authorized Customer Personnel may not use Command Cloud Subscription Services for any purpose or in any manner that is unlawful or that is prohibited by the terms of this Agreement. The Customer and any Authorized Customer Personnel may not attempt to gain unauthorized access to any part of Command Cloud Subscription Services, other accounts, computer systems, or networks connected to any part of Command Cloud Subscription Services through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available through Command Cloud Subscription Services.

(iii) The Customer will not (A) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate Command Cloud Subscription Services; (B) disassemble, decompile, or reverse engineer the software used to provide Command Cloud Subscription Services, or copy or catalog any materials or information made available through Command Cloud Subscription Services other than as permitted under this Agreement; or (C) take any actions, whether intentional or unintentional, that may circumvent, disable, damage, or impair Command Cloud Subscription Services's control or security systems, or allow or assist a third party to do so.

(iv) The Customer will not, and will not allow any party other than GUARDIAN RFID to, perform "write" operations directly to or on the Command Cloud Subscription Services server or database, such as by using an open database connectivity driver, without the prior written consent of GUARDIAN RFID.

6. PROJECT MANAGEMENT

(a) GUARDIAN RFID Project Manager. The GUARDIAN RFID project manager will be assigned after contract execution. The GUARDIAN RFID Project Manager works with the Customer as the single point of contact for the implementation of the Command Cloud System. The GUARDIAN RFID Project Manager works with the Customer as the single point of contact for implementation of the Command Cloud System.

(b) Command Cloud System Configuration. After the Effective Date, the Authorized GUARDIAN RFID Personnel, under the direction of the GUARDIAN RFID Project Manager, will meet with Authorized Customer Personnel chosen by the Customer via online meeting in order to understand the Customer's operational needs and business rules (the "Kick-Off Meeting"). The Authorized Customer Personnel will inform the Authorized GUARDIAN RFID Personnel about the

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Customer's daily operations. The Authorized GUARDIAN RFID Personnel will use that information to identify how the Command Cloud System would best be configured to match and enhance the Customer's workflows. The Authorized GUARDIAN RFID Personnel will inform each System Administrator on configuration options, including user-definable tools, establishing and removing users, and setting user privileges. If the Customer desires that the Kick-Off Meeting be conducted at the Customer's premises, the parties will negotiate in good faith to mutually agree upon a price.

(c) Implementation and Status Meetings. The GUARDIAN RFID Project Manager will develop and manage the implementation schedule and coordinate with the Customer Project Manager to keep the implementation of the Command Cloud System on track and on schedule. The GUARDIAN RFID Project Manager will conduct status meetings, as needed or as requested by the Customer, to provide the Customer with status reports.

7. TRAINING

(a) Pre-Training Meeting. A pre-training meeting will be completed prior to the Complete End-User Training and Go-Live Support (the "Pre-Training Meeting"). The Pre-Training Meeting attendees should include the Customer Project Manager, each Systems Administrator, any Authorized Customer Personnel chosen by the Customer, the GUARDIAN RFID Project Manager, and Authorized GUARDIAN RFID Personnel chosen by GUARDIAN RFID. Attendees of the Pre-Training Meeting will review the Customer's use of the Command Cloud System and discuss all policy and procedure considerations. Additionally, Authorized GUARDIAN RFID Personnel will review frequently asked questions about the Command Cloud System. Information gathered during the Pre-Training Meeting will be used to customize the Complete End-User Training. The Authorized GUARDIAN RFID Personnel will include certified training instructors who will be available to answer questions asked by the Customer relating to the Command Cloud System.

(b) Initial Training. Over the course of no more than 4 consecutive days, Authorized GUARDIAN RFID Personnel who are certified training instructors (the "GUARDIAN RFID Trainers") will conduct Complete End-User Training and Go-Live Support (the "Initial Training") as follows:

(i) Complete End-User Training. The GUARDIAN RFID Trainers will provide training to Authorized Customer Personnel that is focused on building proficiency and confidence using the Command Cloud System (the "Complete End-User Training") logging a wide range of inmate activities, and assembling RFID wristbands. The Complete End-User Training will be conducted over up to 3 of the Initial Training days, with a maximum of two (2) classes per day (for a total of up to 6 classes). Each class will have a duration of approximately four (4) hours.

(ii) Go-Live Support. For 1 of the Initial Training days, which includes a maximum of eight (8) hours per day, the GUARDIAN RFID Trainers will be on the Customer's premises to provide support to the Authorized Customer Personnel by answering on-the-job questions that arise and reinforcing skills covered during the Complete End-User Training (the "Go-Live Support").

(iii) Situations may arise necessitating deviations from standard training protocols In Section 7(b)(i) and 7(b)(ii). Any modifications must be documented in writing and subject to mutual agreement. Modification considerations include a minimum of 2 consecutive days of training, classroom size, and number of trainers on site.

(c) Refresher Training. After the Go-Live Date, live online classes to introduce additional Authorized Customer Personnel to the Command Cloud System or refresh existing Authorized Customer Personnel on best practices in using the Command Cloud System (the "Refresher Training") are available at no additional charge. If the Customer wants Refresher Training to be conducted at

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the Customer's premises, the Customer may purchase on-premises Refresher Training at the then-current list pricing.

8. SUPPORT AND SERVICE LEVELS

(a) Telephone and Email Support. GUARDIAN RFID will provide telephone and email support, available Monday-Friday during the hours of 8 a.m. to 5 p.m. Central time, excluding federal holidays, for the Command Cloud System and will maintain a support center database to track any reported issues. For weekends and federal holidays, GUARDIAN RFID will provide a contact number in the event of an emergency. In addition, the technical support for Command Cloud Subscription Services does not include support for the Customer's jail management system unrelated to Command Cloud Subscription Services, such as any of the Customer's Third-Party Software. The telephone and email support provided under this Section does not include custom programming services or training.

(b) Service Levels. The expectations for Command Cloud availability, recovery services, and incident response are as set forth in the Service Level Agreement in Addendum C

9. DELIVERY AND ACCEPTANCE

(a) Delivery of Software to the Customer. GUARDIAN RFID will deliver the GUARDIAN RFID Software Materials to the Customer, either physically or electronically, and install them for the Customer at a mutually agreeable time in the project timeline. In addition, GUARDIAN RFID will install any Third-Party Software on the Hardware for use as part of the Command Cloud System at a mutually agreeable time in the project timeline.

(b) Delivery of Hardware to the Customer. GUARDIAN RFID will ship the Hardware to the Customer's facility at a mutually agreeable time in the project timeline. Any Hardware shipped will be via commercial carrier chosen by GUARDIAN RFID FOB destination, with the price included in the "Total Price" column of the quote provided in Addendum A.

(c) Command Cloud System Acceptance.

(i) After GUARDIAN RFID provides notice to the Customer that the Command Cloud System has been successfully installed, which may be conveyed via email (the "Installation Notice"), the Customer will have thirty (30) days to test the Command Cloud System (the "Testing Period") to determine whether the GUARDIAN RFID Software operates in accordance with the Documentation (the "Acceptance Criteria").

(ii) If, in the Customer's reasonable determination, the Command Cloud System does not satisfy the Acceptance Criteria, the Customer will give notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Testing Period specifying with reasonable particularity the reason the Command Cloud System does not satisfy the Acceptance Criteria (a "Correction Notice").

(iii) GUARDIAN RFID will use reasonable efforts to correct any items specified in a Correction Notice and will provide notice to the Customer, which may be conveyed via email, when the Correction Notice has been addressed in a way that satisfies the Acceptance Criteria (a "Subsequent Installation Notice"). The Customer will have ten (10) days to test the Command Cloud System to determine whether it meets the Acceptance Criteria (a "Correction Testing Period"). If, in the Customer's reasonable determination, the Command Cloud System still does not satisfy the Acceptance Criteria, the Customer will provide another Correction Notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Correction Testing Period. GUARDIAN RFID will continue to use reasonable efforts to correct any items

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specified in any Correction Notice and send Subsequent Installation Notices to the Customer, which may be conveyed via email, until the Command Cloud System meets the Acceptance Criteria, which will be deemed to occur when a Correction Testing Period expires without receipt of a Correction Notice from the Customer. If, in the Customer's reasonable determination, the Command Cloud System does not satisfy the Acceptance Criteria within sixty (60) days of the first Correction Notice, then the Customer may, with notice to GUARDIAN RFID, deem the first Correction Notice to be a Notice of Non-Conformity which cannot be corrected for purposes of Section 12(a)(ii).

10. FEES AND PAYMENT TERMS

(a) Fees. The Customer will pay GUARDIAN RFID the fees in the amounts specified in Addendum A.

(b) Payment Terms. GUARDIAN RFID will invoice the Customer for amounts due under this Agreement after the occurrence of the applicable events specified in Addendum A and after the occurrence of any other events specified in this Agreement which require a payment from Customer to GUARDIAN RFID. The Customer will pay any invoice received from GUARDIAN RFID within thirty (30) days after the date of that invoice. If the Customer fails to pay an amount due within thirty (30) days after the applicable invoice date, the Customer will pay late charges of one and one half percent (1.5%) or the highest amount allowed by law, whichever is lower, per month on such balance, together with all of GUARDIAN RFID's expenses, collection costs, and reasonable attorneys' fees incurred in collecting amounts due under this Agreement.

(c) Taxes. Unless the Customer and/or the transaction is exempt from the following taxes as a governmental entity, the Customer will pay or reimburse GUARDIAN RFID for sales and use taxes, where applicable, and any other governmental charges levied, imposed, or assessed on the use of the Command Cloud System or on this Agreement, excluding, however, ordinary personal property taxes assessed against or payable by GUARDIAN RFID, taxes based upon GUARDIAN RFID's net income, and GUARDIAN RFID's corporate franchise taxes. GUARDIAN RFID will furnish to the Customer invoices showing separately itemized amounts due under this Section.

(d) Additional Purchases. From time to time, additional Hardware (e.g., wristbands, RFID wall readers, Command Cloud Mobile Device Accessories, etc.) may need to be purchased by the Customer in order to continue using the Command Cloud System. In the event of additional purchases of Hardware, the Customer shall acquire such additional Hardware directly from GUARDIAN RFID, and GUARDIAN RFID will invoice the Customer for amounts due for such additional Hardware.

(e) Change in Configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware. In the event that the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any Customer's Third-Party Software or Customer's Third-Party Hardware), and such changed configuration requires modifications to the Command Cloud System for the Command Cloud System to function with the changed configuration, the Customer will pay GUARDIAN RFID to perform the work needed to enable the Command Cloud System to function with the changed configuration. The amount paid by the Customer to GUARDIAN RFID will be as reasonably agreed to by the parties in writing prior to the Customer changing the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.

11. INTELLECTUAL PROPERTY RIGHTS

(a) GUARDIAN RFID Intellectual Property.

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(i) Except for the rights expressly granted to the Customer under this Agreement, GUARDIAN RFID will retain all right, title, and interest in and to the Command Cloud System and Command Cloud Subscription Services, including all worldwide technology and intellectual property and proprietary rights. GUARDIAN RFID expressly reserves any rights not expressly granted to the Customer by this Agreement.

(ii) With the exception of the Hardware purchased pursuant to this Agreement, GUARDIAN RFID retains title to any other deliverables under this Agreement, including, but not limited to, all copies and audiovisual aspects of the deliverables and all rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the deliverables.

(iii) Any and all trademarks and trade names which GUARDIAN RFID uses in connection with this Agreement are and shall remain the exclusive property of GUARDIAN RFID. Nothing in this Agreement will be deemed to give the Customer any right, title, or interest in any trademark or trade name of GUARDIAN RFID.

(iv) All right, title, and interest in all derivative works, enhancements, and other improvements to the Command Cloud System and Command Cloud Subscription Services (including any System Generated Data), and other GUARDIAN RFID intellectual property and all processes relating thereto, whether or not patentable, and any patent applications or patents based thereon, made or conceived during, and a result of, this Agreement shall be owned solely by GUARDIAN RFID. For the avoidance of doubt, GUARDIAN RFID will have all right, title, and interest in any modifications made to the Command Cloud System and Command Cloud Subscription Services, and other GUARDIAN RFID intellectual property to allow GUARDIAN RFID intellectual property to function with Customer's intellectual property and Customer's Third-Party Software. The Customer will, at GUARDIAN RFID's request, cooperate with and assist GUARDIAN RFID in obtaining intellectual property for any derivative works, enhancements, or other improvements covered by this paragraph.

(v) The Customer shall not remove, efface, or obscure any confidentiality, proprietary, copyright, or similar notices or disclaimers from the Command Cloud System and Command Cloud Subscription Services, or any materials provided under this Agreement.

(b) GUARDIAN RFID Information. GUARDIAN RFID retains ownership of all GUARDIAN RFID Information.

(c) Customer Information. The Customer retains ownership of all Customer Information.

(d) Inmate Data and Personnel. The Customer owns any inmate management, monitoring, and tracking data collected as part of the Command Cloud System ("Inmate Data") and any Customer' personnel data collected as part of the Command Cloud System ("Customer Personnel Data"). Prior to the expiration or termination of this Agreement, the Customer may access the Inmate Data and Customer Personnel Data by either running a report on Command Cloud Subscription Services and exporting the Inmate Data and Customer Personnel Data, or requesting that GUARDIAN RFID run a report, at no additional expense to the Customer, and send the Customer the Inmate Data and Customer Personnel Data. Unless otherwise directed by the Customer, GUARDIAN RFID will maintain a copy of the Inmate Data and Customer Personnel Data for up to one (1) year after expiration or termination of this Agreement. Upon request of the Customer made within one (1) year after the expiration or termination of this Agreement, GUARDIAN RFID will run a report and send the Customer the Inmate Data and Customer Personnel Data in spreadsheet form. Customer hereby irrevocably grants all such rights and permissions in or relating to Inmate Data and Customer Personnel Data as are necessary or useful to GUARDIAN RFID to (i) enforce this Agreement, and (ii) exercise its rights and perform its obligations hereunder, including to generate and use System Generated Data, and to improve and further

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develop the Command Cloud System and Command Cloud Subscription Services or to train machine learning and artificial intelligence models on such Inmate Data and Customer Personnel Data.

12. WARRANTIES

(a) Command Cloud Subscription Services and Command Cloud Mobile Devices.

(i) GUARDIAN RFID warrants to the Customer that, during the Term of this Agreement, the Command Cloud Subscription Services and Command Cloud Mobile Devices will operate in accordance with and otherwise conform in all material respects to their applicable Documentation.

(ii) In the event of a claim by the Customer under this Command Cloud Subscription Services warranty, which claim should be made by notice to GUARDIAN RFID specifying with reasonable particularity the claimed non-conformity (a "Notice of Non-Conformity"), GUARDIAN RFID will use reasonable efforts to correct the non-conformity. If within sixty (60) days after receipt of the Notice of Non-Conformity from the Customer, GUARDIAN RFID shall not have either corrected the non-conformity or, in the case of a non-conformity which cannot be corrected in sixty (60) days, begun in good faith to correct the non-conformity, then the Customer's sole remedy under this warranty is to receive a pro-rated refund of all prepaid subscription fees and terminate the Agreement in accordance with the provisions of Section 17(d), in which case the Notice of Non-Conformity sent by the Customer pursuant to this Section will be deemed to be the notice required by Section 17(d). If the non-conformity which cannot be corrected occurs prior to the time the Command Cloud System meets the Acceptance Criteria pursuant to Section 9(c) and the Customer terminates the Agreement pursuant to Section 17(d), then the Customer will receive from GUARDIAN RFID a refund of all fees paid under the Agreement, in which case the Customer must return to GUARDIAN RFID the Hardware and cease use of the Command Cloud Subscription Services and other products purchased from GUARDIAN RFID. In no other circumstances will GUARDIAN RFID be obligated to provide a refund of fees paid under the Agreement or be obligated to accept the return of Hardware or other products purchased from GUARDIAN RFID.

(iii) In the event of a claim by the Customer under the Command Cloud Mobiles Devices warranty, GUARDIAN RFID will provide required maintenance and, if necessary, repair or replace any Command Cloud Mobiles Devices at no additional charge to the Customer. Command Cloud Mobile Devices warranty does not cover repairs or replacements that are necessitated by any one or a combination of the following:

(A) damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or

(B) corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID's prior written consent.

(b) Hardware. GUARDIAN RFID will be solely responsible for processing and managing all Hardware warranty claims during the Term of this Agreement. Hardware consists of all non-Leased items, such as printers, laminators, and other equipment. All coverage periods for purchased Hardware begin on the latest to occur of (1) the Go-Live Date or (2) the date the Hardware is purchased and ends on the earliest to occur of (1) the end of the warranty period provided in this Section applicable to such Hardware or (2) the date this Agreement expires or is terminated. The Customer will contact GUARDIAN RFID in accordance with Section 8(a) for all Hardware-related issues. After receiving a Hardware-related warranty request, GUARDIAN RFID will provide

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instructions to the Customer to follow for facilitating a repair or replacement. Customer is responsible for shipping to GUARDIAN RFID.

(c) DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, GUARDIAN RFID DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, GUARDIAN RFID DOES NOT GUARANTEE THAT THE COMMAND CLOUD SYSTEM WILL BE ACCESSIBLE ERROR-FREE OR UNINTERRUPTED. THE CUSTOMER ACKNOWLEDGES THAT GUARDIAN RFID DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT ACCESS TO THE COMMAND CLOUD SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GUARDIAN RFID IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

13. CUSTOMER OBLIGATIONS

(a) Access to Premises and Authorized Customer Personnel. The Customer will provide Authorized GUARDIAN RFID Personnel with reasonable and timely access to the Customer's premises and Authorized Customer Personnel necessary for GUARDIAN RFID to perform its obligations under this Agreement.

(b) Customer Project Manager. The Customer will name one primary Customer project manager, who will be the main point of contact between the Customer and GUARDIAN RFID with respect to project management ("Customer Project Manager"). The Customer Project Manager will be responsible for managing and coordinating the Customer's resources to complete assigned project tasks and activities. The Customer Project Manager will also be responsible for designating persons responsible for specific roles as needed, such as System Administrator, and ensuring that tasks assigned to these individuals are completed. The Customer Project Manager will also be responsible for signoffs of various project documents and will have the authority to speak for the Customer from a project perspective.

(c) System Administrator. The Customer will name one or more primary system administrators to serve as a main point(s) of contact between the Customer and GUARDIAN RFID with respect to system administration (each, a "System Administrator"). At least one (1) System Administrator must be available at all times. The Customer will ensure that the System Administrators possess the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

(d) Hardware Installation. The Customer will be responsible for installing and maintaining all hardware not specified under this Agreement to be installed or maintained by GUARDIAN RFID.

(e) Customer's Third-Party Software and Customer's Third-Party Hardware. The Customer will be solely responsible for obtaining, installing, maintaining, supporting, and updating the Customer's Third-Party Software and the Customer's Third-Party Hardware. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for obtaining, installing, maintaining, supporting, or updating the Customer's Third-Party Software or the Customer's Third-Party Hardware.

(f) Flow of Information. The Customer will be responsible for the accuracy and continuous flow of any information required from Customer's Third-Party Software and the Customer's Third-Party Hardware to the Command Cloud System that is required for the Command Cloud System to properly function.

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(g) Facility Preparation. The Customer will be responsible for performing any actions not specifically delegated to GUARDIAN RFID under this Agreement that are required to prepare the facility for installation of the Command Cloud System, including, but not limited to, providing appropriate uninterrupted power, air conditioning, sufficient space, electrical drops, network and physical security, network equipment (including Wi-Fi), network drops, and other similar items.

(h) System Configuration. The Customer will make appropriate subject matter experts available to perform Command Cloud System configuration tasks as assigned.

(i) Third-Party Costs. The Customer will be solely responsible for any third-party costs related to the implementation of the Command Cloud System. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for any third-party costs related to the implementation of the Command Cloud System, including, but not limited to, any third-party costs associated with the implementation of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.

(j) Proper Use of Command Cloud System. Each of the Authorized Customer Personnel must learn proper use of the Command Cloud System through one or a combination of the following: (1) attending one of the Customer End-User Training Classes, (2) attending a Refresher Training, or (3) receiving instruction on proper use of the Command Cloud System by another of the Authorized Customer Personnel who is familiar with the proper use of the Command Cloud System. The Customer acknowledges that the Command Cloud System is designed to deliver a wide range of inmate management, monitoring, and tracking solutions, but that the Command Cloud System relies on the Authorized Customer Personnel accurately and appropriately logging events and on the Customer fulfilling the obligations of this Section 13. The failure by the Customer or the Authorized Customer Personnel to properly use the Command Cloud System or fulfill the obligations of this Section 13 may prevent records logged using the Command Cloud System from being accurate.

(k) Service Levels. The Customer is responsible for meetings its obligations set forth in the Service Level Agreement.

(l) Usage Seal. The Customer may display the Defended by GUARDIAN RFID™ Seal on the Customer's website and link the Defended by GUARDIAN RFID™ Seal to the GUARDIAN RFID website (https://www.guardianrfid.com). For avoidance of doubt, the "Defended by GUARDIAN RFID™ Seal" is as follows, a digital copy of which can be obtained from the GUARDIAN RFID Project Manager:



https://www.guardianrfid.com

In addition, the Customer may, but is not required, to include some or all of the following additional information about GUARDIAN RFID on the Customer's website or through such other means as the Customer reasonably determines will effectively information the public of such information:

> *[Insert Customer's Proper Name] uses GUARDIAN RFID to manage, monitor, and track inmates in-custody. Radio frequency identification (RFID) technology is used to support staff and inmate compliance and optimizes our data collection and reporting responsibilities as mandated by state and national corrections standards.*

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Inmates are required to wear non-implantable devices at all times. Any incident of non-compliance will not be tolerated, and an inmate will be subject to fines and disciplinary action, including prosecution.

All systems and devices using RFID technology are designed, tested, and manufactured to comply with Federal Communications Commission (FCC) regulations. RF energy levels generated are similar to those found in consumer electronics. Inmate-worn devices are hypoallergenic.

RF-based inmate identification is the exclusive property of [Insert Customer's Proper Name].

14. CONFIDENTIALITY

(a) Use and Handling of Confidential or Proprietary Information. The Receiving Party shall keep the Confidential or Proprietary Information confidential, shall use such information solely for performing its obligations under this Agreement, and shall not disclose to any persons or entities any of the Confidential or Proprietary Information without the prior written consent of the applicable Disclosing Party. The Receiving Party shall make the Confidential or Proprietary Information available only to Receiving Party Personnel who have a demonstrable need for such information, provided that the Receiving Party has informed all such Receiving Party Personnel of the Receiving Party's obligations under this Agreement and such Receiving Party Personnel have agreed in writing to be bound by the terms of this Agreement, either by means of an agreement directly with the Disclosing Party or pursuant to an agreement with the Receiving Party which restricts the use of the Confidential or Proprietary Information received as Receiving Party Personnel. In accepting any Confidential or Proprietary Information disclosed to the Receiving Party under this Agreement, the Receiving Party agrees to preserve the confidentiality of such information with at least the same degree of care as that taken by the Receiving Party to preserve and protect its own Confidential or Proprietary Information, in no case less than a reasonable degree of care. The Receiving Party agrees to maintain adequate safeguards and procedures to prevent the theft, loss, or dissemination of any of the Confidential or Proprietary Information, and, in the event of any such theft, loss, or dissemination, shall notify the Disclosing Party immediately.

(b) Exceptions to Confidential Treatment. The Receiving Party shall not be obligated to maintain any information in confidence or refrain from use if:

(i) the information was lawfully in the Receiving Party's possession or was known to it prior to its disclosure from the Disclosing Party as evidenced by written records;

(ii) the information is, at the time of disclosure, or thereafter becomes public knowledge without the fault of the Receiving Party (provided, however, that the act of copyrighting, patenting, or otherwise publishing or aiding in publication by the Disclosing Party shall not cause or be construed as causing the copyrighted materials or patented technologies to be in the public domain);

(iii) the information is or becomes rightfully available on an unrestricted basis to the Receiving Party from a source other than the Disclosing Party which did not acquire the same under an obligation of confidentiality to the Disclosing Party;

(iv) the information becomes available on an unrestricted basis to a third party from the Disclosing Party or from someone acting under its control;

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(v) disclosure is required by subpoena or pursuant to a demand by any governmental authority; or

(vi) disclosure is required by open records laws, such as the federal Freedom of Information Act or similar state "sunshine" laws.

Before relying on the exceptions of this Section 14(b), and disclosing any Confidential or Proprietary Information, the Receiving Party shall notify the Disclosing Party in writing of its intent to do so, and give the Disclosing Party a period of fifteen (15) days to object or otherwise take action to protect its rights and interest in such information, provided that if the exception being relied upon Is Section 14(b)(vi), then such fifteen (15) day period will be extended to be the maximum amount of time allowed pursuant to the applicable open records law or other applicable law, rule, or regulation pursuant to which the Disclosing Party is seeking to disclose such information.

(c) Return of Materials. Upon request from the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all copies of Confidential or Proprietary Information received under this Agreement as well as all copies of notes, reports, or other documents or materials that reflect such Confidential or Proprietary Information; provided, however, that if the Disclosing Party requests, the Receiving Party shall immediately destroy all Confidential or Proprietary Information and certify such destruction to the Disclosing Party.

15. LIMITATION OF LIABILITY

IN NO EVENT WILL GUARDIAN RFID'S LIABILITY TO THE CUSTOMER FOR DAMAGES UNDER THIS AGREEMENT, INCLUDING GUARDIAN RFID'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE ACTION THAT GAVE RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT.

16. INDEMNIFICATION

(a) Indemnification by GUARDIAN RFID. GUARDIAN RFID will defend, indemnify, and hold harmless the Customer and the Authorized Customer Personnel (the "Customer Indemnified Parties"), from and against all reasonable and necessary costs, charges and expenses (including attorneys' fees) arising from any third-party claim, action, suit, or proceeding against any Customer Indemnified Party (a "Customer Indemnified Claim") to the extent the Customer Indemnified Claim is based on: (i) any claim that the Command Cloud System infringes a patent, copyright, or other proprietary right or violates a trade secret; and (ii) any gross negligence, willful misconduct, or fraud of GUARDIAN RFID or any Authorized GUARDIAN RFID Personnel.

(b) Indemnification by the Customer. Except to the extent limited by applicable law, the Customer will defend, indemnify, and hold harmless GUARDIAN RFID and the Authorized GUARDIAN RFID Personnel ("GUARDIAN RFID Indemnified Parties"), from any and all reasonable and necessary costs, charges, and expenses (including attorneys' fees) which result from any third-party claim, action, suit, or proceeding against any GUARDIAN RFID Indemnified Party (a "GUARDIAN RFID Indemnified Claim") to the extent the GUARDIAN RFID Indemnified Claim is based on: (i) the Customer's use of the Command Cloud System other than as permitted under this Agreement; (ii) violations of this Agreement; and (iii) any gross negligence, willful misconduct, or fraud of the Customer or any Authorized Customer Personnel.

17. TERM AND TERMINATION

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(a) Term. The initial term of this Agreement shall begin on the Effective Date and extend to the third anniversary of the Go-Live Date (the "Initial Term"). After the Initial Term, subject to Section 17(b), this Agreement will be automatically renewed for one (1) additional three-year (3-year) period (the "Extended Term").

(b) Non-Renewal. This Agreement may be terminated for convenience by either party by providing a non-renewal notice to the other party at least sixty (60) days prior to the end of the Initial Term or Extended Term, as applicable. Such termination will be effective as of the end of such Initial Term or Extended Term, as applicable.

(c) Termination by GUARDIAN RFID for Cause.

(i) GUARDIAN RFID may terminate this Agreement upon sixty (60) days' notice to the Customer if the Customer breaches its obligation to pay any fee or otherwise materially breaches any provision of this Agreement not otherwise specified in Section 17(c)(ii) and fails to cure such breach within such notice period.

(ii) GUARDIAN RFID may terminate this Agreement immediately and discontinue any of its obligations under this Agreement by notice to the Customer if:

(A) the Customer ceases to actively conduct its business, files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, makes a general assignment for the benefit of its creditors, or applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee;

(B) the Customer attempts, without the prior written consent of GUARDIAN RFID, to assign its rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise; or

(C) the Customer fails to comply with the provisions regarding GUARDIAN RFID's intellectual property rights in Section 11(a) and 11(b), or the Confidentiality provisions of Section 14.

(d) Termination by the Customer for Cause. The Customer may terminate this Agreement upon sixty (60) days' notice to GUARDIAN RFID if GUARDIAN RFID materially breaches any provision of this Agreement and fails to cure such breach within such notice period, provided, however, that if such breach cannot be cured within sixty (60) days and GUARDIAN RFID has begun in good faith to cure such breach, then GUARDIAN RFID shall have an additional period of sixty (60) days to cure such breach. This provision shall apply in the event that GUARDIAN RFID is unable to correct a non-conformity pursuant to Section 12(a)(ii) of this Agreement.

(e) Post-Termination Rights and Obligations.

(i) Upon expiration or termination of this Agreement, all rights granted to the Customer under this Agreement for the Command Cloud System will immediately terminate and revert to GUARDIAN RFID and the Customer must discontinue all use of the Command Cloud System, including Command Cloud Subscription Services and Command Cloud Mobile Devices.

(ii) The following shall survive the expiration or termination of this Agreement:

(A) The provisions of Sections 11 ("Intellectual Property Rights"), 14 ("Confidentiality"), 15 ("Limitation of Liability"), and 16 ("Indemnification");

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(B) The provisions of Section 10 ("Fees and Payment Terms"), with respect to fees incurred prior to the expiration or termination of the Agreement and with respect to fees accelerated in connection with such expiration or termination; and

(C) The Customer's obligation to pay any fees incurred prior to the expiration or termination of the Agreement or accelerated in connection with such expiration or termination.

18. INSURANCE

(a) Types of Insurance. GUARDIAN RFID will maintain in full force and effect insurance of the following kinds and amounts, and meeting the other requirements set forth in this Section.

(i) Commercial General Liability Insurance. Occurrence based commercial General Liability insurance or equivalent form with a limit of $2,000,000 per each occurrence and a general aggregate limit of $2,000,000.

(ii) Occurrence Based Products and Completed Operations Liability Insurance. Products and Completed Operations liability insurance with a limit of $2,000,000 per each occurrence and a general aggregate limit of $2,000,000.

(iii) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of $1,000,000, Combined Single Limits. Such insurance will include coverage for all autos (including owned, hired, and non-owned vehicles).

(iv) Workers' Compensation Insurance. Workers' compensation insurance or equivalent form with limits not less than:

(A) Bodily Injury by Accident: $1,000,000 Each Accident

(B) Bodily Injury by Disease: $1,000,000 Each Employee

(C) Bodily Injury by Disease: $1,000,000 Policy Limit

(v) Cyber Security Liability. $4,000,000 per claim with an aggregate limit of $4,000,000.

(vi) Commercial Umbrella: $4,000,000 limit which may apply in addition to the limits in sections (i) – (iv) above if needed.

(b) Certificates of Insurances. At the Customer's request, GUARDIAN RFID will provide properly executed Certificates of Insurance which will clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on thirty (30) days prior written notice to the Customer.

19. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood by the Customer and GUARDIAN RFID that GUARDIAN RFID and any Authorized GUARDIAN RFID Personnel will not be construed to be, and are not, employees of the Customer. GUARDIAN RFID will provide services to the Customer as an independent contractor with control over the time, means, and methods for fulfilling its obligations under this Agreement. GUARDIAN RFID further acknowledges that neither it nor any of the Authorized GUARDIAN RFID Personnel is entitled to benefits from the Customer such as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment with the Customer.

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20. MISCELLANEOUS

(a) Entire Agreement. This Agreement, including its Addenda and documents or other information specifically referenced in or incorporated into this Agreement, constitutes the entire expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In the event of a conflict between the Sections 1 through 20 of the Agreement and any of its Addenda and documents or other information specifically referenced in or incorporated into this Agreement, the language of Sections 1 through 20 of the Agreement will control.

(b) Amendments. The parties may not amend this Agreement except in a writing that each party signs. The terms of such amendment will apply as of the effective date of the amendment unless the amendment specifies otherwise.

(c) Waiver. No provision of this Agreement will be waived except pursuant to a writing executed by the party against which the waiver is sought. No waiver will be applicable other than in the specific instance in which it is given. No failure to exercise, partial exercise of, or delay in exercising any right or remedy or failure to require the satisfaction of any condition under this Agreement will operate as a waiver or estoppel of any right, remedy, or condition.

(d) Assignment. This Agreement will be binding upon, and the benefits and obligations provided for in this Agreement will inure to, the parties and their respective owners, shareholders, members, heirs, legal representatives, successors, and assigns. The Customer may not assign, without the prior written consent of GUARDIAN RFID, which consent will not be unreasonably withheld, the Customer's rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise, and any attempt to do so will be deemed a material breach of this Agreement.

(e) Notice. Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement will do so in writing and will use one of the following methods of delivery:

(i) Delivered personally, with the notice effective upon delivery;

(ii) U.S.-recognized overnight courier, with the notice effective at the time delivery is shown in the courier's records; or

(iii) Postage prepaid by U.S. registered or certified mail, return receipt requested, with the notice effective upon receipt or upon the date that delivery is attempted and refused.

All notices shall be addressed to the parties at the addresses set forth in the recitals of this Agreement, except that either party may designate another notice address in a notice given under this Section.

(f) Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired.

(g) Remedies. Unless otherwise specified in this Agreement, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

(h) Construction. This Agreement will be constructed as if drafted by both parties and will not be strictly construed against either party because of drafting.

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(i) Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(j) No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to this Agreement.

(k) Force Majeure. Any delay or failure of performance of either party to this Agreement will not constitute a breach of the Agreement or give rise to any claims for damages, if and to the extent that such delay or failure is caused by a Force Majeure Event. If one of the parties intends to invoke this provision, that party will promptly notify the other party of the cause of the delay or failure beyond its reasonable control and will use commercially reasonable efforts to mitigate the resulting delay or failure. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for the Command Cloud System under this Agreement.

(l) Non-Discrimination. GUARDIAN RFID agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990. GUARDIAN RFID agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or sexual orientation. Any act of discrimination committed by GUARDIAN RFID, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

(m) Export Control. GUARDIAN RFID agrees that if the U.S. export laws are or become applicable, it will not export any of the Customer's data and/or information received under this Agreement to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless GUARDIAN RFID has obtained prior written consent from the appropriate authority responsible for such matters.

(n) Government Rights. Each of the software components of the Command Cloud System and any related documentation provided by GUARDIAN RFID is a "commercial product" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Accordingly, if Customer is an agency of the US government or any contractor therefor, Customer only receives those rights with respect to the these items as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US government licensees and their contractors.

(o) Cooperative Purchasing. GUARDIAN RFID acknowledges that the Customer has a role in developing and encouraging cooperative purchasing efforts among governmental entities. GUARDIAN RFID agrees to use commercially reasonable efforts to assist the Customer in facilitating its cooperative purchasing efforts to the extent such efforts relate to the Command Cloud System.

(p) Governing Law. The laws of the State of Minnesota, without regard to Minnesota's choice-of-law principles, govern all matters arising out of or related to this Agreement.

(q) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 14 or, in the case of Customer, Section 5, would

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cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise. In the event of any breach by a Party of Section 14, or in the case of Customer, Section 5, the breaching Party agrees to pay reasonable costs and legal fees incurred by the other Party in pursuit of any of its rights under this Section 20(q), in addition to any damages sustained by the non-breaching Party by reason of such breach, provided that the non-breaching Party prevails in the suit, action, or proceeding in which such costs and fees were incurred.

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By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration.

GUARDIAN RFID

By: _____
(signature of authorized representative)

Name: Jeff Kovar
Title: Regional Sales Manager
Date: April 20, 2026

CUSTOMER

By: _____
(signature of authorized representative)

Name: Bryan Wilson
Title: Buhler County Judge
Date: 5/12/2026

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ADDENDUM A - Order

Sourcewell Cooperative Purchasing
SOURCEWELL MASTER AGREEMENT #030425-CDX | Public Safety Software

Account Name	Burnet County Sheriff's Office (TX)	Created Date	4/20/2026
Quote Number	00014754	Expiration Date	8/31/2026
Created By	Linda Kovar		

Product	Line Item Description	Product Family	Quantity	Sales Price	Discount (Percentage)	Total Price	Warranty
Mission Command™ SE - AWS Level 03 License (251-500 inmates) | Bundle	Bundle includes the Platform and all items labeled as "Included", no refunds or exchanges on unused bundle items	Platform	1.00	$24,995.00	5.00%	$23,745.25	N/A
Mobile Command XR™ for Android™	Included	Software	12.00	$0.00	5.00%	$0.00	N/A
GUARDIAN RFID® SPARTAN 3™ - Subscription	Included	Hardware	12.00	$0.00	5.00%	$0.00	Three-Year
GUARDIAN RFID® Hard Tag™	Included (Includes up to 191 hard tags)	Hardware	191.00	$0.00	5.00%	$0.00	Useful Life
GUARDIAN RFID® Hard Tag™ Spacer	Included (Includes 9 spacers)	Hardware	9.00	$0.00	5.00%	$0.00	Useful Life
Implementation Services - Bundle	Included	Professional Service	1.00	$0.00	5.00%	$0.00	N/A
GUARDIAN RFID® Onsite Training (Days)	Included	Professional Service	4.00	$0.00	5.00%	$0.00	N/A
Mobile Command XR™ for Android™		Software	3.00	$775.00	5.00%	$2,208.75	N/A
GUARDIAN RFID® SPARTAN 3™ - Subscription		Hardware	3.00	$700.00	5.00%	$1,995.00	Three-Year
GUARDIAN RFID® Wave Wristband/ID/Key Fob Activator		Hardware	3.00	$325.00	5.00%	$926.25	One-Year
GUARDIAN RFID® ID Cards (200 / box) - Portrait		Hardware	1.00	$300.00	5.00%	$285.00	None
GUARDIAN RFID® Extra-Wide RFID Insert Chips (500 / bag)		Hardware	8.00	$375.00	5.00%	$2,850.00	None

Subtotal	$33,695.00
Discount	5.00%
Discount Amount	$1,684.75
Total Price	$32,010.25
Shipping and Handling	$1,090.06
Grand Total	$33,100.31

* Each subscribed "GUARDIAN RFID Mobile Device" consists of the "GUARDIAN RFID® SPARTAN 3™ (the main body of the device), the GUARDIAN RFID Mobile Device Charging Station, and the GUARDIAN RFID Mobile Device Accessories accompanying the GUARDIAN RFID Mobile Device at the time the GUARDIAN RFID Mobile Device is leased. During the respective Initial Term Replacement Period or Extended Term Replacement Period applicable to the GUARDIAN RFID Mobile Device, the accompanying GUARDIAN RFID Mobile Device Charging Station will be subject to a maximum of one replacement per GUARDIAN RFID Mobile Device. During the respective Initial Term Replacement

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Period or Extended Term Replacement Period applicable to the GUARDIAN RFID Mobile Device, none of the accompanying GUARDIAN RFID Mobile Device Accessories will be subject to replacement. Additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories may be separately purchased pursuant to Section 10(d) at GUARDIAN RFID's then-current pricing list for the Customer (a copy of which is available upon the Customer's request).

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GUARDIAN RFID

ADDENDUM B

FEE PAYMENT SCHEDULE

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

Term	Year	Fee Type	Event Occurrence	Amount*
Initial Term	Year 1 – Includes all time from contract execution to the first anniversary of go-live.	**First 50% of Initial Term Fee – 5% Sourcewell Discount Applied**	Contract Execution**	**$16,550.16**
		Final 50% of Initial Term Fee – 5% Sourcewell Discount Applied	Go-Live Date**	**$16,550.15**
	Year 2	**Initial Term Fee for Year Two*** – 5% Sourcewell Discount Applied**	First-year anniversary of the Go-Live Date	**$27,949.00**
	Year 3	**Initial Term Fee for Year Three*** – 5% Sourcewell Discount Applied**	Second-year anniversary of the Go-Live Date	**$27,949.00**
Extended Term	Year 4	**Renewal Fee for Extended Term Year One*** – 5% Sourcewell Discount Applied**	Third-year anniversary of the Go-Live Date	**$27,949.00**
	Year 5	**Renewal Fee for Extended Term Year Two*** – 5% Sourcewell Discount Applied**	Fourth anniversary of the Go-Live Date	**$27,949.00**
	Year 6	**Renewal Fee for Extended Term Year Three*** – 5% Sourcewell Discount Applied**	Fifth anniversary of the Go-Live Date	**$27,949.00**
		Modification Fee	*[No such modifications contemplated as of the Effective Date.]*	**[N/A]**

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* These amounts do not include any taxes.

** In accordance with Section 17(b), termination for convenience by the Customer during the Initial Term will cause any remaining portions of the Initial Term Fee that have not already been paid by Customer to be accelerated and become immediately due and payable by Customer to GUARDIAN RFID, regardless of whether the events specified in this Addendum B have occurred.

*** Renewal Fees represent the costs for renewing licenses to use the GUARDIAN RFID System for any Extended Terms and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID Command Cloud platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B. In addition to increases due to those additional purchases, Renewal Fees may be increased by up to 5% annually, provided that GUARDIAN RFID provides notice to the Customer at least ninety (90) days prior to the end of the Initial Term or the end of any Extended Term, as applicable.

Bundled Packages if purchased. The bundled package entitles the Customer to receive units up to the maximum quantities set forth in the product description and quantity above.

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ADDENDUM C

SERVICE LEVEL AGREEMENT

1. DEFINITIONS

Except as defined in this Addendum C, all defined terms have the meaning set forth in the Agreement.

(a) "Attainment" means the percentage of time during a calendar quarter, with percentages based on those contained in the chart under Section 2(d) of this Addendum C, in which the Customer has GUARDIAN RFID Command Cloud Availability.

(b) "Customer Error Incident" means any service unavailability, which GUARDIAN RFID did not directly cause or create, resulting from any one or a combination of the following: (i) the Customer's Third-Party Software or the Customer's Third-Party Hardware, (ii) the acts or omissions of any Customer Personnel, or (iii) the acts or omissions of any personnel or third-party providers over whom GUARDIAN RFID exercises no control.

(c) "Disaster" means an event that renders any portion of a data center's infrastructure used in connection with the Agreement both inoperable and unrecoverable.

(d) "Downtime" means those minutes during which any portion of GUARDIAN RFID Command Cloud is not available for the Customer's use.

(e) "Unscheduled Downtime" means Downtime that is not due to any one or a combination of the following: Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, or Force Majeure Events.

(f) "Emergency Maintenance" means (i) maintenance that is required to patch a critical security vulnerability, or (ii) maintenance that is required to prevent an imminent outage of GUARDIAN RFID Command Cloud Availability.

(g) "Scheduled Downtime" means those minutes during which GUARDIAN RFID Command Cloud is not available for the Customer's use due to GUARDIAN RFID's scheduled maintenance windows.

(h) "GUARDIAN RFID Command Cloud Availability" means that GUARDIAN RFID Command Cloud is capable of receiving, processing, and responding to requests by or from the Customer and each of the Authorized Customer Personnel, excluding Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, and Force Majeure Events.

(i) "RPO" means Recovery Point Objective, and refers to the maximum data loss per declared Disaster event during any calendar quarter throughout the Term that could occur following a Disaster.

(j) "RTO" means Recovery Time Objective, and refers to the amount of time per declared Disaster event during any calendar quarter throughout the Term that it takes for GUARDIAN RFID Command Cloud to become operational following a Disaster.

2. GUARDIAN RFID COMMAND CLOUD CLOUD SERVER UPTIME

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(a) GUARDIAN RFID Command Cloud Availability.

(i) Attainment Target. Subject to the terms of this Addendum C, GUARDIAN RFID has an Attainment target to provide to the Customer GUARDIAN RFID Command Cloud Availability of Ninety-nine point five percent (99.5%), twenty-four (24) hours per day, every day of the calendar year throughout the Term. GUARDIAN RFID has set GUARDIAN RFID Command Cloud Availability Attainment targets and actuals under the terms of Section 2(d) of this Addendum C.

(i) Calculation. The GUARDIAN RFID Command Cloud Availability calculation does not include Scheduled Downtime, Customer Error Incidents, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires Emergency Maintenance), and Force Majeure Events. For the avoidance of doubt, if GUARDIAN RFID is a cause of an issue that requires Emergency Maintenance, then Downtime resulting from such Emergency Maintenance will be included in the calculation of Attainment.

(ii) Scheduled Downtime. GUARDIAN RFID will perform maintenance on GUARDIAN RFID Command Cloud only during limited windows that are anticipated to be reliably low-traffic times based on historical information. As of the Effective Date, GUARDIAN RFID performs such maintenance on Wednesdays between 12:00 a.m. and 6:00 a.m. Central time. GUARDIAN RFID will provide the Customer with advance written notice of any change to the current maintenance schedule. If and when any such Scheduled Downtime is predicted to occur during periods of higher traffic, GUARDIAN RFID will provide advance notice of those windows and will coordinate with the Customer. In instances where maintenance of GUARDIAN RFID Command Cloud requires Scheduled Downtime outside of the known maintenance windows described in this Section, GUARDIAN RFID will provide written notice to the Customer at least twenty-four (24) hours prior to any Scheduled Downtime.

(iii) Emergency Maintenance. If Downtime is known to be necessary to perform any Emergency Maintenance, then GUARDIAN RFID will notify an appropriate Customer contact via email or telephone call, a minimum of four (4) hours or as early as is reasonably practicable, prior to the start of such Emergency Maintenance. GUARDIAN RFID reserves the right to perform unscheduled Emergency Maintenance at any time.

(iv) Other Maintenance. GUARDIAN RFID and the Customer agree that GUARDIAN RFID has the right to perform maintenance that is designed not to impact GUARDIAN RFID Command Cloud Service Availability at any time. Any such scheduled maintenance will be considered Scheduled Downtime and will be excluded from the calculation of Attainment.

(v) Force Majeure. In the event of a Force Majeure Event affecting the GUARDIAN RFID Command Cloud Availability, GUARDIAN RFID will provide the Customer with a written notice of the Force Majeure Event and include a description of the facts and circumstances it believes supports that determination.

(b) GUARDIAN RFID Responsibilities Relating to GUARDIAN RFID Command Cloud Availability.

(i) GUARDIAN RFID will monitor GUARDIAN RFID Command Cloud Availability under this Addendum C and will make commercially reasonable efforts to (A) address any GUARDIAN RFID Command Cloud Availability-related issues that impact the 99.5% Attainment target, and (B) notify the Customer, either through automated monitoring systems or by other mutually agreed-upon means, that (A) Downtime will occur, if practicable, or (b) if Downtime has already occurred, promptly after it is confirmed.

(ii) If Authorized GUARDIAN RFID Personnel receive notice from the Customer that Downtime

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has occurred or is occurring, GUARDIAN RFID will work with the Customer to promptly identify the cause of the Downtime and will work with the Customer to promptly resume normal operations.

(iii) Upon timely receipt of a Customer report of Downtime under Section 2(c) of this Addendum C, if any, GUARDIAN RFID will compare that report to its own outage logs and support tickets to confirm whether Unscheduled Downtime has occurred, and communicate with the Customer about GUARDIAN RFID's findings.

(iv) GUARDIAN RFID will, at no additional charge to the Customer, do any one or a combination of the following, upon the Customer's written request (which can be made a maximum of once per calendar quarter), with such items being provided within sixty (60) days of the Customer's written request:

(A) provide to the Customer, a written report that documents the preceding calendar quarter's GUARDIAN RFID Command Cloud Availability, Unscheduled Downtime, any root cause, Emergency Maintenance matters, and remedial actions that were undertaken in response to the matters identified in the report.

(B) make available for auditing by the Customer the severity downtime reports, incident reports, and other available information used by GUARDIAN RFID in determining whether the GUARDIAN RFID Command Cloud Availability has been achieved.

(c) Customer Responsibilities Relating to GUARDIAN RFID Command Cloud Availability.

(i) Whenever the Customer experiences Downtime, the Customer will follow the support process defined in Section 8(a) of the Agreement.

(ii) The Customer may document, in writing, all Downtime that is experienced during each calendar quarter throughout the Term. The Customer may deliver such documentation for any given calendar quarter to GUARDIAN RFID within thirty (30) days of that quarter's end. The documentation may include the supporting incident number(s) and corresponding Downtime(s) experienced.

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(d) GUARDIAN RFID Command Cloud Availability Attainment Targets and Actuals. Every calendar quarter, GUARDIAN RFID will compare confirmed Unscheduled Downtime to the GUARDIAN RFID Command Cloud Availability Attainment target and actual amounts listed in the table below. If the actual Attainment does not meet the target Attainment, as shown in the table below, the corresponding Customer Relief, as shown below, will apply on a quarterly basis throughout the Term:

Target	Actual	Customer Relief
99.5%	99.5% – 95%	Prompt, remedial action will be taken.
	<95%	Will be deemed to be a Notice of Non-Conformity, which will be deemed (i) to have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID Command Cloud Availability is ≥95%, or (ii) to not have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID Command Cloud Availability is <95%. In situations where a Notice of Non-Conformity is deemed not to have been corrected due to the subsequent calendar quarter's Actual GUARDIAN RFID Command Cloud Availability being <95%, the Customer will be entitled to terminate the Agreement under Section 17(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

3. GUARDIAN RFID COMMAND CLOUD CLOUD SERVER RECOVERY

In the event of a Disaster, GUARDIAN RFID will recover the Customer's data (including Inmate Data) and continue to provide GUARDIAN RFID Command Cloud at a recovered or alternate operational data center within the times defined in the table below following the start of such Disaster. GUARDIAN RFID will also provide Customer Relief, as shown below, to the Customer for any calendar quarter where the RPO or RTO targets are not met.

	Actual	Customer Relief
RPO	≤2 Hours	Prompt, remedial action will be taken.
	>2 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 17(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.
RTO	≤4 Hours	Prompt, remedial action will be taken.
	>4 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 17(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

4. INCIDENT PRIORITIES, CHARACTERISTICS, AND RESOLUTION

(a) Incident Tracking. In the event of an issue with the GUARDIAN RFID requiring support, the Customer will contact GUARDIAN RFID in accordance with Section 8(a) of the Agreement. Each support incident is logged using GUARDIAN RFID's enterprise workflow management system, given a unique case number, and assigned a support representative.

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(b) Incident Priority. Each support incident is assigned a priority level, which corresponds to the Customer's needs and deadlines. GUARDIAN RFID and the Customer will work together to reasonably set the priority of each support incident pursuant to the table below. The primary goals of the table below are to (i) guide the Customer toward clearly understanding and communicating the importance of the issue, and (ii) describe the generally expected response and resolution targets in the production environment. References to a "confirmed support incident" mean that GUARDIAN RFID and the Customer have successfully validated and set the priority for the reported support incident.

Priority	Characteristics Incident	Resolution Target
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the Customer's remote locations; or (c) systemic loss of multiple essential system functions.*	GUARDIAN RFID will provide an initial response to Priority Level 1 incidents within one (1) hour of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within eight (8) hours.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	GUARDIAN RFID will provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within five (5) business days.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	GUARDIAN RFID will provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which will occur at least quarterly.
4 Low	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	GUARDIAN RFID will provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

** Examples include: inability to create activity logs in database, and/or inability to access GUARDIAN RFID Command Cloud (excluding Internet access or Wi-Fi issues).*

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ADDENDUM D

STATEMENT OF WORK

None.

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