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SOFTWARE SERVICES AGREEMENT
NIGHTHAWK.CLOUD, INC.

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Nighthawk.cloud, Inc., a Colorado corporation, ("Consultant") as of the _____ day of _____, 2023 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit A**, Project, and **Exhibit B**, Scope of Work ("Scope");

C. Consultant desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Consultant's Work.

1.1 Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements,

Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

1.2 Licensing. Consultant warrants that:

a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

1.3 Compliance.

a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same

requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

2. **Compensation for the Project.**

2.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $152,745.42 as specifically detailed in **Exhibit C** ("Compensation").

2.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

3. **Billings and Payment.**

3.1 Applications.

a. Consultant will submit invoices (each, a "Payment Application") directly to glendalepolicepayables@glendaleaz.com and City will remit payments based upon the Payment Application as stated below.

3.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

4. **Termination.**

4.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

4.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

5. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating,

negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

6. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

9. **Notices.**

9.1 A notice, request or other communication that is required or permitted under this Agreement (each "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

9.2 Concurrent Notices.

a. All notices to City's Representative must be given concurrently to City Manager and City Attorney.

City Manager City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301	City Attorney City of Glendale 5850 West Glendale Avenue Glendale, Arizona 85301

b. A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

c. City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

9.3 Representatives.

a. Consultant. Consultant's Representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Nighthawk.cloud, Inc.
c/o Matt Fyles
6200 S. Main Street, Suite 210
Aurora, CO 80016

b. City. City's Representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale Police Department
c/o Chief of Police
6835 N 57th Drive
Glendale, Arizona 85301

9.4 Invoices.

a. Invoices (Payment Applications) are routine in nature and are not considered "Notices" subject to the Notices provision.

10. Entire Agreement; Survival; Counterparts; Signatures.

10.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

10.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

10.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

10.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

10.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

10.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

10.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

11. Term.

11.1 The term of this Agreement commences upon the effective date and continues for a one-year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

11.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

12. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

13. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Compensation

[SIGNATURES ON FOLLOWING PAGE.]

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

_____
By: Kevin R. Phelps
Its: City Manager

ATTEST:

_____
Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

Nighthawk.cloud, Inc.,
a Colorado corporation

4/27/2023
By: Matt Eyles
Its: Authorized Representative

EXHIBIT A

SOFTWARE SERVICES AGREEMENT
NIGHTHAWK.CLOUD, INC.

PROJECT

Consultant will provide full-service analytics software used by law enforcement for the evaluation of data collected during the course of a criminal investigation.

EXHIBIT B

SOFTWARE SERVICES AGREEMENT
NIGHTHAWK.CLOUD, INC.

SCOPE OF WORK

Consultant will provide ten (10) Nighthawk SaaS LEOVision Licenses. See Consultant's attached Software as a Service Terms & Conditions.

NIGHTHAWK.CLOUD SOFTWARE AS A SERVICE TERMS & CONDITIONS

This Agreement governs your license to and use of our services:

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING A SERVICE ORDER THAT REFERENCES THIS AGREEMENT, OR USING ANY SUBSCRIPTION SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SUBSCRIPTION SERVICES. IF YOU REGISTER FOR USE OF A FREE TRIAL OR FREE VERSION OF THE SUBSCRIPTION SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT ALSO GOVERN YOUR USE OF THOSE SERVICES.

The Customer and Nighthawk.cloud, Inc. ("Nighthawk") agree that the terms and conditions set forth below shall apply to use of the commercially available version of the Nighthawk.cloud, Inc. Software as a Service ("SaaS") application suite (the "Application"), and all services related thereto. The Application shall be delivered by means of Cloud based Customer user access to the Nighthawk SaaS infrastructure using appropriate logon credentials provided by Nighthawk.cloud, Inc. The terms and conditions described below shall be binding upon Customer and Nighthawk.cloud, Inc. hereinafter referred to as the "Agreement".

Nighthawk.cloud, Inc. and Customer hereby agree that Nighthawk.cloud, Inc. and/or its direct and indirect subsidiaries may enter into orders with Customer and/or its direct and indirect majority owned subsidiaries subject to the terms and conditions of this Agreement. Any subsidiary of Nighthawk.cloud, Inc. and/or Customer signing and entering into agreement under this Agreement will be bound by the terms and conditions of this Agreement, wherein references to "Nighthawk" shall be references to the applicable Nighthawk.cloud, Inc. subsidiary and references to "Customer" shall be references to the applicable Customer subsidiary.

1 Definitions

"Acceptable Use Policy" means a policy that sets forth restrictions of acceptable usage of the Application as detailed in the Acceptable Use Policy labeled Exhibit B.

"Agreement" means all terms and conditions contained in this document and any related documents.

"Application(s)" or "SaaS Application(s)" means the Nighthawk.cloud, Inc. software application program(s) which are made accessible for Customer use under the terms of this Agreement.

"Billing Start Date" means the date the billing of the Service Fees commences; wherein the Agreement is signed within the 1st half of a calendar month, the Initial Term will begin on the 1st of the following month; wherein the Agreement is signed within the 2nd half of the calendar month, the Initial Term will begin on the 15th of the following month. Notwithstanding, the Implementation Services provided on a time and material basis are billed as delivered. The Billing Start Date of the Service Fees for any Services ordered by Customer after the date of this Agreement, which are incremental to Customer's then-existing Services, shall be the date executed by Nighthawk.cloud, Inc. and Customer.

"Criminal Justice Information (CJI)" means criminal justice information as defined by the FBI Criminal Justice Information Systems Security Policy, which can be found at https://www.fbi.gov/services/cjis/cjis- security-policy-resource-center.

"CJIS Compliant" means a system that complies with the FBI Criminal Justice Information System Services (CJIS) Security Policy found at https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center.

"Cloud Services" means those services related to the Nighthawk Cloud service.

"Confidential Information" means any non-public information of a party or its Suppliers relating to such personally identifiable information, business activities, financial affairs, technology, marketing or sales plans that are disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary or confidential to the disclosing party or its Suppliers.

"Customer Content" means all content Customer, or others acting on behalf of or through Customer, posts, uploads or otherwise inputs into the Services.

"Data Storage" means the storage provided to the Customer for uploading data for use with the Application.

"Documentation" means user manuals, training videos or materials, tutorials, custom search or operative functions, and help-pages published by Nighthawk.cloud, Inc. relating to the features and functionality of the Applications

"Implementation Services" means those professional and educational services provided by Nighthawk.cloud, Inc. to set up the cloud environment and configure the Applications. Nighthawk.cloud, Inc. will provide, as part of the Service Fee for the Applications, the fixed fee, fixed scope Implementation Services.

"Example Data" mean any example data intended for use or eventual use by the Service provided directly to Nighthawk.cloud, Inc. or through the Issue reporting portion of the Service and not as part of the normal use of the Service for the purposes of enhancing or maintaining the Service.

"Initial Term" means the initial billing term of the Services. The Initial Term commences on the Billing Start Date as defined. Unless otherwise stated, the Initial Term shall be for one (1) year. Customer may have access to the Services prior to the commencement of the Initial Term at the sole discretion of Nighthawk.cloud, Inc.

"Minimum Contract Value" means the total of all Service Fees to be invoiced during the Initial Term or a Renewal Term, as applicable.

"Personally Identifiable Information" or "PII" are used interchangeably and means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

"Renewal Term" means the renewal billing term of the Services. If no Renewal Term is stated, it shall be equal to the length of the Initial Term.

"Sales Agreement" or "Quote" means the written Nighthawk.cloud, Inc. form used to describe the cost of Services, Implementation Services, Training, Technical Support, Data Storage, and any/all other services offered to the Customer.

"Service Fee(s)" include fees for usage of the Applications and the Services, Cloud Services as applicable, and Equipment rental, if any. Billing of the Service Fee(s) commences on the Billing Start Date.

"Service(s)" means (i) the Cloud Services, (ii) accessibility to the commercially available version of the Applications by means of access to the password protected Nighthawk website, and all such services, items and offerings provided to Customer.

"Supplier" means any contractor, subcontractor or licensor of Nighthawk.cloud, Inc. providing software, equipment and/or services to Nighthawk.cloud, Inc. which are incorporated into or otherwise related to the Services. Nighthawk.cloud, Inc. may at its sole discretion replace a Supplier, provided that a change to Supplier will not have a materially adverse effect on the Services delivered by Nighthawk.cloud, Inc. under this Agreement.

"Technical Support" means assistance provided by Nighthawk.cloud, Inc. personnel to Customer user(s) in support of using Services, product workflows, data analysis, data import issues, and any other requested support provided by Nighthawk.cloud, Inc. personnel. Refer to the section titled "Technical Support Services"
for a detailed description of support hours included yearly and option to purchase additional support hours. Technical Support provided to Customer user(s) that results in Nighthawk.cloud, Inc. determining the support was needed only because of a defect in the Services will not be charged/debit the Customer Technical Support hours balance.

"Term" means the Initial Term of service and any Renewal Terms thereafter.

"Training" means scheduled classroom-like sessions provided by a qualified Nighthawk.cloud, Inc. trainer to instruct in the proper usage and features of the Services. Trainings can include, but are not limited to, in-person, remote, and/or prerecorded.

"You" or "Your" or "Subscriber" or "Customer" means the subscriber named on the Service Order or, for online orders, the company or other legal entity on whose behalf the individual indicating acceptance of this Agreement is acting. Any of Subscriber's Affiliates may enter into a Service Order that references this Agreement directly with Nighthawk and, for purposes of such Service Order, the Affiliate signing the Service Order will be considered "you", "your", "Subscriber", and "Customer."

2 TERM

Billing for the Services commences on the Billing Start Date and continues for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew for an additional Renewal Term until terminated in accordance with the provisions hereof.

Customer may terminate the Services and this Agreement for convenience upon sixty (60) days prior written notice subject to Customer's payment of all fees and charges accrued through the termination date. Nighthawk.cloud, Inc. may terminate the Services and this Agreement for any reason, to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within fifteen (15) days after receipt of written notice.

In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated as bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

In the event that Nighthawk.cloud, Inc. terminates for convenience, Nighthawk.cloud, Inc. shall refund paid fees for unused pre-paid additional Technical Support, Training, Data Storage, and a pro-rated portion of the paid Service Fees for the remaining period through the Term. Nighthawk.cloud, Inc. shall provide a report of services utilized and a calculation showing the proration of Service Fees to be returned.

If the Agreement is terminated for any reason:

Customer shall pay Nighthawk.cloud, Inc. within thirty (30) days of such termination, all fees accrued and unpaid under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Nighthawk.cloud, Inc. shall refund Customer any pre-paid fees for Services not delivered by Nighthawk.cloud, Inc. right to access and use the Applications shall be revoked and be of no further force or effect; Customer agrees to timely return all materials related to the Services to Nighthawk.cloud, Inc. at the time of termination or, alternatively, destroy such materials and provide Nighthawk.cloud, Inc. with certification of the destruction thereof; and All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than fifteen (15) days after expiration or termination of the Agreement for any reason. After such time period, Nighthawk.cloud, Inc. shall have no further obligation to store or make available the Customer Content and will securely delete all Customer Content without liability of any kind.

3 FEES AND PAYMENT

Customer shall pay Nighthawk.cloud, Inc. the Service Fees, to include the fees for Implementation Services and any additional one time or recurring fees for Equipment, Training, Data Storage, Technical Support, and other Nighthawk.cloud, Inc. offerings as set forth in the Sales Agreement. The Service Fees will be invoiced on the frequency set forth in the Sales Agreement. All other Nighthawk.cloud, Inc. offerings will be invoiced upon execution of the Sales Agreement by Nighthawk.cloud, Inc. and Customer. Unless otherwise specified on the Sales Agreement, payment for all items shall be due thirty (30) days following date of invoice. All payments shall be sent to the attention of Nighthawk.cloud, Inc. as specified on the invoice. Nighthawk.cloud, Inc. may charge interest for any amounts overdue at the lesser of 1.5% per month or the highest rate allowable by applicable law. Customer shall be responsible for all costs (including reasonable attorneys' fees and court costs) associated with enforcement and collections of these amounts. Except as expressly set forth in this Agreement, all amounts paid to Nighthawk.cloud, Inc. are non-refundable. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the goods and services provided by Nighthawk.cloud, Inc. hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Nighthawk.cloud, Inc. income or business privilege. If any amount owing under this or any other agreement between the parties is overdue, Nighthawk.cloud, Inc. may, without limiting Nighthawk.cloud, Inc. rights or remedies, suspend Services until such amounts are paid in full. Nighthawk.cloud, Inc. will provide at least seven (7) days' prior written notice that Customer's account is overdue before suspending Services. Customer agrees that except if Customer terminates for material breach of the Agreement by Nighthawk.cloud, Inc. if Customer has not paid the Minimum Contract Value to Nighthawk.cloud, Inc. prior to the expiration or termination of the Initial Term or a Renewal Term, as applicable, Customer shall pay within thirty (30) days of the date of such expiration or termination, any discounted amounts granted by Nighthawk.cloud, Inc. in recognition of the extended term Agreement.

4 RIGHTS TO USE

Subject to the terms and conditions of the Agreement, Nighthawk.cloud, Inc. hereby grants Customer a limited, revocable, non-exclusive, non-transferable (except to its parents, subsidiaries, or entities under common control), non-assignable right to use during the Term and

for internal business purposes only: (a) the Applications and related services, including the Documentation; and (b) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Nighthawk.cloud, Inc. and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer shall not use any of the third-party software programs (or the data models therein) included in the Services except solely as part of and in connection with the Services. Customer acknowledges that execution of separate third-party agreements may be required in order for Customer to use certain add-on features or functionality.

Customer acknowledges and agrees that the right to use the Applications is limited based upon the amount of the Service Fees paid by Customer. Customer agrees to use only the modules and/or features for the number of employees and users as described on the Sales Agreement. Customer agrees not to use any other modules or features nor increase the number of employees and users unless Customer pays for such additional modules, features, employees or users, as the case may be. Customer may not license, relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Nighthawk.cloud, Inc. No license, right, or interest in any Nighthawk.cloud, Inc. trademark, trade name, or service mark, or those of Nighthawk.cloud, Inc.'s licensors or Suppliers, is granted hereunder.

Customer may authorize its third-party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: (a) abides by its obligations to protect Confidential Information as set forth in this Agreement; (b) remains responsible for all such third-party usage and compliance with the Agreement; and (c) does not provide such access to a competitor of Nighthawk.cloud, Inc. who provides or produces data analysis software or services.

Customer acknowledges and agrees that, as between Customer and Nighthawk.cloud, Inc., Nighthawk.cloud, Inc. retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations. Customer is solely responsible for (i) the content and accuracy of all reports and documents prepared in whole or in part by using these Applications, (ii) using these Applications does not release Customer of any professional obligation concerning the preparation and review of any reports and documents, (iii) Customer does not rely upon Nighthawk.cloud, Inc. or these Applications for any advice or guidance regarding compliance with federal and state laws, and (iv) Customer will review any products made by using these Applications and satisfy itself that those products are correct and accurate. The Software, all intellectual property and/or proprietary rights relating to or embodied therein and all copies of the Software, are owned by Nighthawk.cloud, Inc. or its suppliers and are protected by applicable patent and copyright laws and international treaty provisions. Nighthawk.cloud, Inc. reserves all rights not expressly granted to Customer in Section 4 above and no license or rights are granted by implication, estoppel or otherwise. Customer may not remove, add to, or alter, any of the trademarks, trade names, logos, patent or copyright notices or proprietary markings in the Software. Customer may not adopt, use or register any trademark, trade name or other marketing name of Nighthawk.cloud, Inc. or any of its affiliates, nor use any confusingly similar trademark, trade name or other marketing name. With respect to any suggestions or recommendations by Customer to Nighthawk.cloud, Inc. regarding proposed additional features, functionality, performance options or other modifications to Nighthawk.cloud, Inc.'s proprietary products or services, Customer hereby grants Nighthawk.cloud, Inc. a worldwide, non-exclusive, royalty-free, perpetual right and license to develop, use and exploit such suggestions or recommendations, including without limitation the integration of such features and functionality, in whole or in part, into Nighthawk.cloud, Inc.'s proprietary products and services without the need to account for the same to Customer. Customer acknowledges that any and all products and services incorporating such new features, functionality, or performance shall be the sole and exclusive property of Nighthawk.cloud, Inc. and all such recommendations shall be free from any confidentiality restrictions that might otherwise be imposed upon Nighthawk.cloud, Inc. pursuant to this Agreement or other agreement between the parties. Customer acknowledges that any Example Data provided directly to Nighthawk.cloud, Inc. or through the Issue reporting feature built into the Nighthawk.cloud, Inc. platform, via email, direct upload, or provided on physical media in order to facilitate the addition of new features, suggestions, to illustrate defects, or to incorporate new data sources to the software/service is provided without limitation and that Nighthawk.cloud, Inc. may retain, use, and display such data without restriction in perpetuity unless restrictions on use of Example Data are noted at the time of delivery of the Example Data.

5 ACCEPTABLE USE

Customer shall ensure that no unauthorized persons have access to the Services and ensure that no authorized persons having access shall take any action that would be in violation of this Agreement or any laws or regulations. Customer is responsible for all activities undertaken under the auspices of its passwords and other login credentials in use of the Services. Customer represents and warrants to Nighthawk.cloud, Inc. that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Nighthawk.cloud, Inc. that the Customer Content will comply with the Acceptable Use Policy in Exhibit B. Customer will not (a) use, or allow the use of, the Services in contravention of the Acceptable Use Policy in Exhibit B.

Nighthawk.cloud, Inc. may suspend the Services immediately upon written notice in the event of any security risk, negative impact on infrastructure or Acceptable Use Policy violation.

6 CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, networking, internet access, third party services and related equipment and components); and (b) provide Nighthawk.cloud, Inc. and representatives with such physical or remote access to and network environment as Nighthawk.cloud, Inc. deems reasonably necessary in order for Nighthawk.cloud, Inc. to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to computer and network environment as needed for Nighthawk.cloud, Inc. to perform its obligations under the Agreement. Customer acknowledges that the Service functions under the Google Chrome web browser only and that installation of the Google Chrome browser is a pre-requisite for use of the Service.

7 IMPLEMENTATION AND SUPPORT

7.1 Implementation Services

Nighthawk.cloud, Inc. will provide the Implementation Services to Customer. Nighthawk.cloud, Inc. will configure the Applications based on information and workflows provided by Customer during the implementation activity. Customer shall provide Nighthawk.cloud, Inc. with accurate and complete configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. If Customer requests additional Implementation Services beyond those described in the Sales Agreement, Nighthawk.cloud, Inc. will create a change order for Customer review and approval of additional Implementation Services, which will then be provided by Nighthawk.cloud, Inc. and billed at the then-current Nighthawk.cloud, Inc. professional services rates at completion of work.

7.2 Additional Services

Customer may engage Nighthawk.cloud, Inc. to provide other services which may be identified on the Sales Agreement or through an additional engagement letter defining the requested services and associated fees.

7.3 Support

Nighthawk.cloud, Inc. will provide technical support for the cloud infrastructure and the availability to the cloud environment. Nighthawk.cloud, Inc. will provide telephone support for the logging of functional problems and user problems during normal business hours. Customer may log questions or report problems online via the Issue reporting functions of the Nighthawk platform or by email. As part of such support, Nighthawk.cloud, Inc. will make updates to the Services available to Customer at no charge. Updates are released generally so that Nighthawk.cloud, Inc. may install critical security patches and infrastructure updates automatically as part of the Services. Details of support services and response times are provided in the Service Level Agreement in Appendix A.

7.4 Technical Support Services

Nighthawk.cloud, Inc. provides technical support services to assist the Customer with various product workflows, data analysis, data importation issues, etc. Support for system problems and defects are not billed as technical support hours. The annual Service Fees may include technical support hours for each year in the term of service, which will expire if not used within the year they are allocated, as detailed in the Sales Agreement. Additional/optional pre-purchase support hours may be included in the Sales Agreement and these specific hours if unused will roll over from year to year through the Term of service. Additional/optional pre-purchased support hours will expire at the end of the term of service if not used and will not be refunded. See the Sales Agreement for details on included and pre-paid support hour quantity limitations. Support hours are billed to the 1/4 (one quarter) hour per support engagement.

7.5 Training Courses

When training sessions are set forth in the Sales Agreement, the Agreement applies. Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by Customer.
If travel is required for Customer to attend training at a Nighthawk.cloud, Inc. supplied venue Customer is responsible for all expenses related to travel and accommodations to attend the training session.

7.6 Customer Authorization for Nighthawk to Communicate Directly with Users

Customer acknowledges that communication directly with system users is required for operation of the Service and to keep users informed of changes, enhancements, system status, system events, user support, and for the overall security of the system. Customer specifically authorizes Nighthawk and its staff to communicate with all users of the system in these regards with electronic, voice, or

video systems as required. Such authorized methods include but are not limited to: email, text messages, push notifications, voice calls, and video teleconference software.

Nighthawk will ensure that all automated communications will be solely for the purposes listed above. Users may opt out of mailing lists that include feature enhancements or marketing materials using the "unsubscribe" link contained within such emails. Users may not opt out of system generated automatic communications as they are essential for the operation of the system.

8 CUSTOMER CONTENT/DATA

Customer shall own all Customer Content/Data. Nighthawk.cloud, Inc. acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Customer will ensure that all Customer Content conforms with the terms of this Agreement and applicable law. Nighthawk.cloud, Inc. and its Suppliers may, but shall have no obligation to, access and monitor Customer Content from time to time to provide the Services and to ensure compliance with this Agreement and applicable law. Customer is solely responsible for any claims related to Customer Content and for properly handling and processing notices that are sent to Customer regarding Customer Content. Customer agrees that Nighthawk.cloud, Inc. staff, while in the performance of their official duties, and Nighthawk.cloud, Inc. are acting as official agents of the Customer in relation to storing, processing, analyzing, or possessing customer content/material that would be deemed illegal or sexually exploitative and to hold Nighthawk.cloud, Inc. and its staff harmless against all statutes and applicable laws against possession of such materials while providing official support or service to Customer's organization provided the content/materials are used, handled, or processed for official purposes of the Customer or in the ongoing operation and maintenance of the service.

9 SERVICE LEVEL AGREEMENT

Nighthawk.cloud, Inc. shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit A and which is hereby incorporated herein by reference. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE SERVICES OR FAILURE BY NIGHTHAWK.CLOUD, INC. TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT A.

10 LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

Nighthawk.cloud, Inc. represents and warrants to Customer that the Applications, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.
Nighthawk.cloud, Inc. sole obligation and Customer sole and exclusive remedy for any breach of the foregoing warranty is limited to reasonable commercial efforts to correct the non-conforming Services at no additional charge to Customer. In the event Nighthawk.cloud, Inc. is unable to correct material deficiencies in the Services arising during the Warranty Period after using commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer sole and exclusive remedy and receive a prorated refund for Services paid but not performed from the time of the violation of section 10 paragraph 1.
Nighthawk.cloud, Inc. obligations hereunder for breach of warranty are conditioned upon Customer notifying Nighthawk.cloud, Inc. of the material breach in writing and providing Nighthawk.cloud, Inc. with sufficient evidence of such non-conformity to enable Nighthawk.cloud, Inc. to reproduce or verify the same.

EXCEPT AS PROVIDED FOR IN THIS SECTION 10, NIGHTHAWK.CLOUD, INC. HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT MAY OTHERWISE ARISE PURSUANT TO ANY STATUTE, CODE, COMMON LAW OR JUDICIAL DECISION. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NIGHTHAWK.CLOUD, INC. MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

11 DATA AND SERVICE SECURITY

As part of the Services, Nighthawk.cloud, Inc. shall provide those administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Customer CJI data to CJIS Compliant standards for the offered Service. Customer acknowledges that no set of safeguards are fully effective in an environment. Both parties acknowledge that there is a persistent threat from unanticipated or unknown vulnerabilities. Customer must consider that the supplied security-related safeguards are just one tool in the Customer's overall security strategy. Both parties agree to comply with all applicable privacy and/or data protection statutes, rules, and regulations that govern the activities of the parties under the Agreement.
Nighthawk.cloud, Inc. acknowledges that all uploaded, entered, posted, PII, and CJI data will remain the property of Customer. Customer represents that to the best of its knowledge the data entered into the Nighthawk.cloud, Inc. Application(s) is accurate and was lawfully obtained. Customer hereby consents to the use, processing and/or disclosure of supplied data only for the purposes described herein and only to the extent that such use or processing is necessary for Nighthawk.cloud, Inc. to carry out duties and responsibilities under the Agreement or as required by law.
Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Nighthawk.cloud, Inc. of any extraordinary privacy or data protection statutes, rules, or as a result of provision of the Services. Customer

will ensure that: (a) the transfer to Nighthawk.cloud, Inc. and storage of data is permitted under applicable laws and regulations; and (b) Customer will obtain consent from affected parties for such transfer and storage of data to the extent required by applicable laws and regulations.
All cloud infrastructure used to host the Nighthawk Application(s) instance/enclave will be located within the United States and shall be available only to legal entities of the United States. Foreign entities or users would be directed to a separate instance/enclave if such a need arises in the future.

12 INDEMNIFICATION

Nighthawk.cloud, Inc. shall defend Customer and its respective directors, officers, and employees (collectively, the "Customer Indemnified Parties"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "Claim") alleging that the permitted uses of the Services infringe or misappropriate any United States copyright or patent, and Nighthawk.cloud, Inc. will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Nighthawk.cloud, Inc. settlement of such a Claim. In the event that a final judgement is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Nighthawk.cloud, Inc.'s opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Nighthawk.cloud, Inc., at Nighthawk.cloud, Inc.'s option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

Nighthawk.cloud, Inc. shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Nighthawk.cloud, Inc.; (b) use of the Applications other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Nighthawk.cloud, Inc., where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Nighthawk.cloud, Inc. or Suppliers, Nighthawk.cloud, Inc.'s maximum liability will be to assign to Customer Nighthawk.cloud, Inc.'s or Supplier's recovery rights with respect to such infringement claims, provided that Nighthawk.cloud, Inc. or Nighthawk.cloud, Inc.'s Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

Customer shall defend Nighthawk.cloud, Inc., its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "Nighthawk.cloud, Inc. Indemnified Parties") from and against any and all Claims, and will indemnify and hold harmless the Nighthawk.cloud, Inc. Indemnified Parties against liabilities, obligations, costs or expenses (including without limitation reasonable attorney's fees), arising out of: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Nighthawk.cloud, Inc., provided that such Customer modification or combination is the cause of such infringement and was not authorized by Nighthawk.cloud, Inc.; or, (c) a claim that the Customer Content (i) infringes in any manner any intellectual property right of any third party, (ii) contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or (iii) has otherwise caused or resulted in any tort, injury, damage or harm to any other person, including without limitation, subjecting such third party to criminal or civil investigation, prosecution, or conviction.

The indemnified party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable indemnified parties without the prior written consent of the other party. The indemnified parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement, or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

13 LIMITATION OF LIABILITY

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NIGHTHAWK.CLOUD, INC. AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

ABOVE, THE TOTAL AGGREGATE LIABILITY OF NIGHTHAWK.CLOUD, INC. OR SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY NIGHTHAWK.CLOUD, INC. FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

NEITHER PARTY THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS SHALL BE LIABLE TO THE OTHER PARTY OR ANY

THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER NIGHTHAWK.CLOUD, INC. OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE

EXCEPT WITH RESPECT TO LIABILITY ARISING OUT OF NEGLIGENCE OR WILLFUL MISCONDUCT, NIGHTHAWK.CLOUD, INC. DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

14 CONFIDENTIAL INFORMATION

Each party shall protect the Confidential Information of the other party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither party shall disclose to third parties the other party's Confidential Information or use it for any purpose not explicitly authorized herein, without the prior written consent of the other party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable. Notwithstanding anything herein to the contrary, each party acknowledges and agrees that all trade secrets shall be safeguarded by a receiving party as required by this Agreement for so long as such information remains a trade secret pursuant to applicable law.

Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 14, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 14, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

This Agreement imposes no obligation upon either party with respect to the other party's Confidential Information which the receiving party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

15 FREE TRIALS

Free Trials Defined. From time to time, we may offer trials of the Subscription Services for a specified period of time without payment or at a reduced rate (each, a "Free Trial").

Terms Specific to Free Trials. If you work with us to arrange a Free Trial, we will make the Subscription Services available to you under the Free Trial until the earlier of: (a) the end of the Free Trial period for which we have agreed to use the Subscription Services; (b) the start date of a paid subscription for such Subscription Services under a Service or Purchase Order; or (c) termination by us in our sole discretion. Additional Free Trial terms and conditions may appear on the Free Trial registration web page and are incorporated into this Agreement by this reference and are legally binding. We reserve the right, in our sole discretion, to determine your eligibility for a Free Trial, and to withdraw or to modify a Free Trial at any time without prior notice and with no liability, to the greatest extent permitted under applicable laws. You may use the Subscription Services provided under a Free Trial solely for the purpose of evaluating the Subscription Services to determine whether to purchase a paid subscription for such Subscription Services. You may not use the Subscription Services provided under the Free Trial for any other purpose, including for competitive analysis.

ANY DATA YOU ENTER INTO THE SUBSCRIPTION SERVICES, AND ANY CONFIGURATION CHANGES MADE TO THE SUBSCRIPTION SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A PAID SUBSCRIPTION TO THE SAME SUBSCRIPTION SERVICES PROVIDED UNDER THE FREE TRIAL, OR YOU EXPORT SUCH DATA, BEFORE THE END OF THE FREE TRIAL PERIOD. NOTWITHSTANDING SECTION 10 (WARRANTIES AND DISCLAIMER) OF THIS AGREEMENT, FREE TRIALS AND FREE VERSIONS OF THE SUBSCRIPTION SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY. NIGHTHAWK WILL HAVE NO DEFENSE OR INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (NIGHTHAWK INDEMNIFICATION) WITH RESPECT TO FREE TRIALS OR FREE VERSIONS.

16 GENERAL

This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado, without regard to any conflict

of law provisions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act, or such other similar law.

The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

The rights and obligations of Nighthawk.cloud, Inc. under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Nighthawk.cloud, Inc., provided that such successor or assign shall acquire all or substantially all of the securities or assets and business of the (via merger or otherwise). The Customer's obligations hereunder may not be assigned or alienated and any attempt to do so by the Customer will be void.

Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseen control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefore, or lack of or delay in transportation (each a "Force Majeure Event").

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement so as to implement the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. To the extent the Parties cannot agree on the modification to this Agreement, the court will modify this Agreement so as to affect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Nighthawk.cloud, Inc., to the Nighthawk.cloud, Inc. address on the Sales Agreement, or if to Customer, to the billing address on file.

The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

This Agreement and any information expressly incorporated by reference herein constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this The rights and obligations of Nighthawk.cloud, Inc. under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Nighthawk.cloud, Inc., provided that such successor or assign shall acquire all or substantially all of the securities or assets and business of the (via merger or otherwise). The Customer's obligations hereunder may not be assigned or alienated and any attempt to do so by the Customer will be void.

Agreement. This Agreement may be amended from time to time by Nighthawk at its sole discretion. Customer understands and acknowledges that while Nighthawk.cloud, Inc. may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Customer is not entitled to any Services, products, or product enhancements other than those contained on the Sales Agreement, Purchase Order, or Sales Quote. Customer has not relied on the availability of any future version of the Services (including SaaS Applications or equipment), nor any other future product in executing the Agreement.

CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL SERVICES. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER.

EXHIBIT A
SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement (SLA): The Services, in a production environment, are provided with the service levels described in this Exhibit A. The SLA is only applicable to the Services production environment. The SLA does not apply to other environments, such as Early Access/Beta, Test, etc. The SLA is applicable during the Term of service.

99.5% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Customer in Customer's production environment hosted by Nighthawk.cloud, Inc. and end when Nighthawk.cloud, Inc. has restored availability of the Applications. Failure to meet the 99.5% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Customer to a credit as follows:

Availability	Service Credit
< 90%	40%
< 96% to 90%	30%
< 97.5% to 96%	20%
< 99.5% to 97.5%	10%

"Outage" means the accumulated time, measured in minutes, during which Customer is unable to access the Applications for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, Platform as a Service (PaaS) services, applications or systems not owned or controlled by Nighthawk.cloud, Inc., including without limitation Customer Content, failures or malfunctions resulting from circuits or networks provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) expected downtime during the Maintenance Periods described below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit A is attached; (f) the unavailability of required Customer personnel, including as a result of failure to provide Nighthawk.cloud, Inc. with accurate, current contact information; or (g) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Nighthawk.cloud, Inc. to maintain and update the Services, when downtime may be necessary, as further described below. The Maintenance Period is used for purposes of the Service Credit Calculation; Nighthawk.cloud, Inc. continuously maintains the production environment to reduce disruptions. Maintenance Periods will be scheduled to cause the least disruption to system users generally late at night Eastern Standard Time. Nighthawk.cloud, Inc. anticipates Maintenance to be performed with no or little (less than 4 hours per month) Customer downtime. Nighthawk.cloud, Inc. will provide as much notice as reasonably possible of the expected window in which this will occur. Downtime in excess of three (4) hour periods per month will be deemed to be an Outage.

"Monthly Minutes (MM)" 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Services are unavailable as the result of an Outage.

Reporting and Claims Process: Service Credits will not be provided if: (a) Customer is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event.

Nighthawk.cloud, Inc. will make available to the Customer an Application Availability report on a monthly basis for each prior calendar month, as requested by the customer. A Service Credit claim must be submitted in writing by Customer to Nighthawk.cloud, Inc. within sixty (60) days of the availability of the applicable report. Customer waives any right to Service Credits not requested within this time

period. All performance calculations and applicable Service Credits are based on Nighthawk.cloud, Inc. records and data unless Customer can provide Nighthawk.cloud, Inc. with clear and convincing evidence to the contrary.
The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Customer acknowledges that Nighthawk.cloud, Inc. manages its network traffic in part on the basis of Customer's utilization of the Service and that changes in such utilization may impact Nighthawk.cloud, Inc.'s ability to manage network traffic. Therefore, notwithstanding anything to the contrary, if Customer utilization of the Services increases significantly and such change creates a material and adverse impact on the traffic balance of the Nighthawk.cloud, Inc. network, as reasonably determined by Nighthawk.cloud, Inc., the parties agree to co-operate, in good faith, to resolve the issue.

Priority Based Support: Nighthawk.cloud, Inc. provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Nighthawk.cloud, Inc. has set up the following guidelines to assess the priority of each service request:

High Priority: A critical customer issue and no available workaround exists, where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the Customer not being able to process their data such as:
- Unable to access a critical application function such as case data
- Cloud outage
- No workaround is available

Medium Priority: A serious Customer issue which impacts the ability to utilize the product effectively such as:
Intermittent or inconsistent functionality, results or data
- Data display inaccuracies or inconsistencies across an application
- System performance is inconsistent or fluctuates
- A workaround is available.

Low Priority: Non-critical issue, generally Use and Usability issues or "how to" questions such as:
- How do I ingest data into the system?
- How do I run a report?
- A workaround is available, or a solution is provided in the Help Documentation.

Response Time: Response time shall mean from the time the issue priority is set by Nighthawk.cloud, Inc.'s Support Center until a Nighthawk.cloud, Inc. support representative contacts the Customer to begin service. Based on the Nighthawk.cloud, Inc. priority-based support focus, Customers with the most critical issue will be serviced in accordance with the following guidelines:

Priority	Issue Criticality	Response Time
Low	Moderate/Trivial	8 hours
Medium	Priority	4 hours
High	Critical/Severe	2 hours

With the exception of Critical/Severe issues, all response times are Nighthawk.cloud, Inc. business hours.

The statements above are guidelines and may be modified per particular incident, based on joint agreement between the Customer and Nighthawk.cloud, Inc.

EXHIBIT B
ACCEPTABLE USE POLICY

This Acceptable Use Policy (this "Policy") describes prohibited uses of the Services. The examples described in this Policy are not exhaustive. Nighthawk.cloud, Inc. may modify this Policy at any time upon written notice to Customer of a revised version. By using the Services, Customer agrees to the latest version of this Policy. If Customer violates the Policy or authorizes or helps others to do so, Nighthawk.cloud, Inc. may suspend use of the Services until the violation is corrected or terminate the Agreement for cause in accordance with the terms of the Agreement.

(a) No Illegal, Harmful, or Offensive Use or Content

Customer may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

Illegal Activities. Any illegal activities, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting or facilitating child pornography.

Harmful or Fraudulent Activities. Activities that may be harmful to others, Nighthawk.cloud, Inc.'s operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., make-money-fast schemes, Ponzi and pyramid schemes, phishing, or pharming), or engaging in other deceptive practices.

Infringing Content. Content that infringes or misappropriates the intellectual property or proprietary rights of others, except to the extent it is directly required for lawful criminal investigative purposes.

Offensive Content. Content that is defamatory, obscene, abusive, illegal, or otherwise objectionable, except to the extent it is directly required for lawful criminal investigative purposes.

Harmful Content. Content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancelbots.

(b) No Security Violations

Customer may not use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a "System"). Prohibited activities include:

Unauthorized Access. Accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System. Customer will not perform any security integrity review, penetration test, load test, denial of service simulation or vulnerability scan on any System.

Interception. Monitoring of data or traffic on a System without permission.

Falsification of Origin. Forging TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route. This prohibition does not include the use of aliases or anonymous remailers.

No Use of Robots. Customer will not use any tool designed to automatically emulate the actions of a human user (e.g., robots)

(c) No Network Abuse

Customer may not make network connections to any users, hosts, or networks unless Customer has permission to communicate with them. Prohibited activities include:

Monitoring or Crawling. Monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled.
Denial of Service. Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.

Intentional Interference. Interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.

Operation of Certain Network Services. Operating network services like open proxies, open mail relays, or open recursive domain name servers.

Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

(d) No Sharing of User Accounts

No group accounts will be allowed to be created or used to access the system; each user must have an individual account to meet standards of access and change logging required by CJIS. Customer will not allow, promote, or tolerate sharing of user account credentials for the system.

(e) No E-Mail or Other Message Abuse

Customer will not use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e- mail or other messages, promotions, advertising, or solicitations (like "spam"), including commercial advertising and informational announcements. Customer will not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission. Customer will not collect replies

to messages sent from another internet service provider if those messages violate this Policy or the acceptable use policy of that provider.

(f) Monitoring and Enforcement

Nighthawk.cloud, Inc. reserves the right, but does not assume the obligation, to investigate any violation of this Policy or misuse of the Services. Nighthawk.cloud, Inc. may: investigate violations of this Policy or misuse of the Services; or remove, disable access to, or modify any content or resource that violates this Policy.

Nighthawk.cloud, Inc. may report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Nighthawk.cloud, Inc. reporting may include disclosing appropriate customer information. Nighthawk.cloud, Inc. also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Policy.

(g) Reporting of Violations of this Policy

If Customer becomes aware of any violation of this Policy, Customer will immediately notify Nighthawk.cloud, Inc. and provide Nighthawk.cloud, Inc. with assistance, as requested, to stop or remedy the violation.

EXHIBIT C

SOFTWARE SERVICES AGREEMENT
NIGHTHAWK.CLOUD, INC.

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $152,745.42.

DETAILED PROJECT COMPENSATION

All payments are due on the Initial Term start date according to the Nighthawk.cloud, Inc. Terms & Conditions. See attached quote (20230425-141128889) for pricing/rate details.

NIGHTHAWK.CLOUD, INC.

www.nighthawk.cloud

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Send Payments to:

Nighthawk.cloud, Inc.
Attn: Accounts Receivable
325 Inverness Drive South, Suite 1A
Englewood, CO 80112

Products & Services

Item	Term (months)	Quantity	Unit Price	Price
Nighthawk SaaS LEOVision License	12	10	$2,899.00 / year	$28,990.00 / year for 1 year
9.2% Sales Tax		1	$2,667.08 / year	$2,667.08 / year
Nighthawk SaaS LEOVision License	12	10	$2,899.00 / year	$28,265.25 / year after 2.5% discount for 1 year
9.2% Sales Tax		1	$2,600.40 / year	$2,600.40 / year
Nighthawk SaaS LEOVision License	12	10	$2,899.00 / year	$27,540.50 / year after 5% discount for 1 year

Item	Term (months)	Quantity	Unit Price	Price
9.2% Sales Tax		1	$2,533.73 / year	$2,533.73 / year
Nighthawk SaaS LEOVision License	12	10	$2,899.00 / year	$27,540.50 / year after 5% discount for 1 year
9.2% Sales Tax		1	$2,533.73 / year	$2,533.73 / year
Nighthawk SaaS LEOVision License	12	10	$2,899.00 / year	$27,540.50 / year after 5% discount for 1 year
9.2% Sales Tax		1	$2,533.73 / year	$2,533.73 / year
			Total Contract Value	**$152,745.42**

Purchase terms

Service Term Start Date: 5/1/2023

All payments are due on the Initial Term start date according to the Nighthawk Terms & Conditions (T&C), which can be accessed by clicking here. Discounts are available for multi-year contracts. The second Term of a multi-year contract receives a 2.5% discount, while the third Term of a multi-year contract receives a 5% discount. Payments for subsequent years of a multi-year contract are due on the anniversary of the initial term start date. An agency may choose to pay a multi-year contract in full on the service term start date.

Prices are based on our standard T&C. Agencies requesting custom terms and conditions beyond the scope of our standard T&C are subject to a Terms & Conditions Surcharge that is an additional add-on cost to the price of licensing. The Terms & Conditions Surcharge depends upon the specific requirements requested/required by the agency and is determined upon receipt, review, and assessment by Nighthawk.cloud, Inc. Any Terms & Condition Surcharge is payable in full and due at the initial term start date of the contract.

Active User Accounts include unlimited access to Nighthawk LEOVision, Help Documents, Affidavit/Preservation Templates, and Nighthawk University. New user training and technical support are included in the price of a User Account.

ENTERING INTO PROCUREMENT BASED ON THIS QUOTE AND EXECUTION OF THE CONTRACT INDICATES THE ACCEPTANCE OF NIGHTHAWK.CLOUD, INC'S TERMS AND CONDITIONS.

Questions? Contact me

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