

## Platform Activation Agreement

This Platform Activation Agreement ("Agreement") is made as of the "Effective Date" as set forth on page 3 hereof, by and between Guardian Alliance Technologies, Inc. ("Guardian"), located at 11 S. San Joaquin St., Suite 804, Stockton, CA 95202, and:

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Customer Name (hereinafter referred to as "Customer")

Officer or Authorized Representative Name and Title

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Street Address, City, State, Zip

Phone Number

**WHEREAS**, Guardian has developed a cloud-based software platform (the "Guardian Platform") for use by law enforcement agencies in performing employment related background investigations; and

**WHEREAS**, the Customer desires to utilize the Platform, and Guardian desires to provide the Platform to the Customer pursuant to the terms and conditions of this Agreement.

## A G R E E M E N T

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein and the foregoing recitals, which are hereby incorporated into this Agreement, the Parties agree that the Terms of this Agreement shall govern Customer's use of the Platform as defined herein:

### 1. DEFINITIONS.

- 1.1 **"Account Administrator"** means an individual responsible for authorizing and managing all activity occurring under the Customer's Account.
- 1.2 **"Authorized User"** means an individual registered and identified by the Account Administrator by name who is authorized to use the Services on behalf of the Customer.
- 1.3 **"Terms of Service"** means, collectively, the Guardian Terms of Service and Guardian Privacy Policy. The Terms of Service may be updated from time to time at the discretion of Guardian and/or any Integrated Service providers as defined in the Guardian Terms of Service, respectively.
- 1.4 **"Social Media Screening"** means the collection of publicly available online Applicant information. For the purpose of this Agreement, Social Media Screening is referred to as an "Integrated Service".
- 1.5 **"OnDemand Services"** means services available through the Platform which are available for a fee.

- 2. **FCRA Compliance.** Customer hereby acknowledges that Customer is solely responsible for its compliance with the Fair Credit Reporting Act ("FCRA") and any other state and/or local consumer reporting laws in connection with its use of the Social Media Screening Service, **if applicable**.

### 3. Scope of Services.

- 3.1 **Activation.** By entering into this Agreement, Customer hereby requests that Guardian establish and activate a Customer Account on the Guardian Platform for use by Customer and its Authorized Users.

- 3.2 Features and Fees.** Use of the Triage Center, including access to the NAIC is available for use by Customer at no charge and Customer is under no obligation to use the OnDemand features listed below. Notwithstanding the foregoing, upon entering into this Agreement, Guardian shall make the Investigation Center and Social Media Screening Feature available for Customer's use on an OnDemand basis subject to the Fees set forth below. If Customer wishes to order Credit Reports from within their Guardian Account, a separate Credit Report Feature Activation Agreement is required.
- (a) Investigation Center - \$50 per applicant assigned to an investigator.
  - (b) Social Media Screening - \$40 per report.
  - (c) Credit Reports - \$12 per report.
- 3.3 Payment Terms.** Customer will be invoiced at the end of each calendar month for all use of the fee-based features that occurs during the calendar month. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- 3.4 Failure to Pay/Customer Conduct.** Guardian reserves the right to deactivate Customer's access to the Platform if any payment is not received within 60 days of the invoice date.
- 3.5 Additional Authorized Users.** The Account Administrator shall have the authority and ability, through their User Account, to establish as many User Accounts for other individuals in their organization who are Authorized to use the Services on Customer's behalf. Additionally, the Account Administrator shall be responsible for deactivating Authorized User accounts when necessary.
- 3.6 Security.** Each of the Parties agree to maintain a security program consistent with federal and state laws, regulations, and standards, including the CJIS Security Policy, as well as any other applicable policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).
- 3.7 Terms of Service.** By accessing and using the Services, Customer agrees to be bound by the Guardian Terms of Service.
- 3.8 Right to Audit:** Guardian agrees that the Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Guardian which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Guardian agrees that the Customer shall have access during normal working hours to all necessary Guardian facilities, if needed, and shall be provided adequate and appropriate workspace, if needed, in order to conduct audits in compliance with the provisions of this section. The Customer shall give Guardian reasonable advance notice of intended audits.
- 4. Whitelist.** Customer hereby agrees to whitelist all domains as may be indicated by Guardian at any time during the Term of this Agreement, including but not limited to:
- (a) guardian.network
  - (b) www.guardianalliancetek.com
  - (c) www.guardianalliancetechnologies.com

(Note: Content filtering systems in use by Customer, if any, may unexpectedly cut parts of html pages out of the user interface as well as some email traffic, lead to unexpected errors, broken links, unclickable buttons, partially loaded pages or other unintended/unpredictable behaviors with the Services. These issues are completely resolved by "whitelisting" all Guardian domains. )

5. **Intellectual Property Infringement.** Guardian shall indemnify, defend or, at its option, settle any third-party claim, suit or proceeding against customer to the extent based on a claim that the services (excluding any third-party software) infringes any united states patent, copyright, trademark or trade secret and Guardian shall pay any final judgment entered against customer in any claim, suit or proceeding or agreed to in settlement. Customer will notify Guardian in writing of the claim, suit or proceeding and give all information and assistance reasonably requested by Guardian or its designee. If use of the services is enjoined, Guardian may, at its option, do one or more of the following: (i) procure for customer the right to use the services, (ii) replace the services with other suitable services or products, or (iii) refund the unearned prepaid portion of the fees paid by customer for the services or the affected part thereof (if any). Guardian will have no liability under this section 5 to the extent a claim or suit is based upon (a) use of the Guardian Platform in combination with software not provided by Guardian if infringement would have been avoided in the absence of the combination, (b) modifications to the Guardian Platform not made by Guardian, if infringement would have been avoided by the absence of the modifications, or (c) use of any version other than a current release of the services, if infringement would have been avoided by use of a current release. This section 5 states Guardian's entire liability and customer's sole and exclusive remedy for intellectual property infringement or misappropriation claims.
6. **Counterparts.** This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.
7. **Amendment.** The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement. If any part of this Agreement is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force.
8. **Marketing.** Guardian may use Customer's name as part of a general list of Customers and may refer to Customer as a user of the Services in its general advertising and marketing materials.
9. **Invoicing Contact Information.**

Key contact for invoicing	
Email address for invoicing	

IN WITNESS WHEREOF, the parties are causing this Platform Activation Agreement to be executed by their duly authorized representatives.

**Customer:**

\_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Effective Date

**Guardian Alliance Technologies, Inc.:**

\_\_\_\_\_  
Signature of authorized representative

**Adam Anthony** **COO**  
\_\_\_\_\_  
Print Name Title