

Tracker Products, LLC SAFE SaaS End-User License Agreement (EULA)

IMPORTANT -READ CAREFULLY:

This End-User License Agreement ("EULA") is a legal agreement between the Customer (either an individual or entity) and Tracker Products, LLC ("Tracker Products", "Tracker Products, LLC") (collectively "the Parties") for use of Tracker Products, LLC's software (e.g. SAFE EVIDENCE MANAGEMENT SYSTEM) (the "Software" or the "Product").

This EULA is an agreement between Tracker Products, LLC and the Customer only, and not with the Customer's partners or Affiliates. Tracker Products, LLC, and not its partners or its affiliates, is solely responsible for the Software and the content thereof. "Affiliates" shall include any entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with Customer.

BY PURCHASING THE REQUIREMENT, CONFIGURATION, SET-UP, AND USER LICENSES, THE PARTIES AGREE TO BE BOUND BY THE TERMS OF THIS EULA.

EULA for SaaS (Software as a Service) License: TERMS AND CONDITIONS PRODUCT LICENSE

The Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Tracker Products, LLC or its suppliers own the title, copyright, and other intellectual property rights in The Product. The Product is licensed, not sold.

1) DEFINITIONS.

- a) "Application Programming Interface" or "API" means a publicly accessible interface defining the ways by which an application program may request services from libraries and/or software.
- b) "Software as a Service" or "SaaS" means a model of software deployment whereby a provider licenses an application to customers for use as a service on demand.
- c) "License" means use of the Product.
- d) "Subscription" means access to Software Updates acquired by the Customer's purchase of a license or licenses.
- e) "Derived Works" means works based upon or using the Product.
- f) "Online Services" means the online-based or cloud-based evidence tracking software provided by Tracker Products LLC referred to as "SAFE"
- g) "Term" means subscription period of the Customer's license.
- h) "Source Codes" is a generic term refers to any collection of computer instructions written using some human-readable computer language. It specifically references the source code of the software (e.g. SAFE) covered by this EULA.
- i) "Usage Fee" or "Production Services Fee" means user license fee.
- j) "Service Level Default" means the default Service Level for all created incidents, the defined working hours of which will be used for escalations and incident management.
- k) "Service" means providing the online-based evidence management program.

2) GRANT OF LICENSE

By signing this Agreement Tracker Products, LLC grants the Customer a license to use the Software provided that the Customer complies with all the terms and conditions set forth herein. It is agreed that in exchange for the license set forth herein, the Customer will pay the requirement, configuration, set-up, and license fees as specified in Tracker Products LLC's

3) RESERVATION OF RIGHT

Tracker Products, LLC, and Customer each reserve all rights not expressly granted herein:

- a) Scope of License: The license granted to the Customer for the Software is limited to a non-transferable license to use the Software through the means provided by Tracker Products, LLC.

4) CONFIDENTIALITY

The Customer agrees to treat as confidential the design of the Online Services that are accessible to the Customer via password protected access, and any documentation or materials made available under this agreement. and the Customer shall not disclose them to any third party except in the furtherance of the Parties' business relationship with each other. If the Customer is a government customer, this Section is subject to the requirements of applicable trade secret, public records, and similar laws.

5) ORDERS, PRICES, TERM, TERMINATION, AND SUSPENSION.

- a) Orders and pricing.

Offering.

- i) The term shall be for a year unless otherwise agreed, and the Customer, at their discretion may increase or decrease the quantity of Product ordered throughout the duration of the term.
- ii) The Customer may place Orders for its Affiliates under this agreement and grant such Affiliates administrative rights to manage their Products, however, Affiliates may not place Orders under this agreement. The Customer may assign a third party a license to use the Software or a right to access and use the Online Service for use by that third party. Any Affiliates and third parties granted rights pursuant to this Agreement shall be bound by its terms and the Customer agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.
- iii) Pricing and Payment. Undisputed payments are due thirty (30) days from receipt of an invoice. Additional licenses purchased during the term of this Agreement will be billed at the rates set out in **the Attached Estimate**. Price level changes are not retroactive and changes in the payment due for a Subscription will be prorated. Prices are fixed at the time the Order is first placed and apply throughout the Term but are subject to change at the beginning of any Subscription renewal.

6) RENEWAL

- a) The subscription shall renew automatically. The Customer can change its selection at any time during the Term. If the existing Term is longer than one calendar month, Tracker Products, LLC will provide the Customer with 30-day written notice of the automatic renewal before the expiration of the Term. Customer must provide notice at least thirty

(30) days prior to the end of the term if Customer does not wish to renew their subscription. The Renewal fee shall not exceed 5% at time of renewal.

b) Trial Subscriptions cannot be renewed.

c) Taxes. Prices are exclusive of any taxes. The Customer shall pay any applicable value added, goods and services, sales, or like taxes that are owed with respect to any Order placed under this agreement which Tracker Products, LLC is permitted to collect from under applicable law. The Customer shall be responsible for any applicable state taxes and for all other taxes that the Customer is legally obligated to pay including any taxes that arise on the distribution or provision of Products to your Affiliates. We shall be responsible for all taxes based upon our net income or on our property ownership. If any taxes are required to be withheld on payments you make to us, you may deduct such taxes from the amount owed to us and pay them to the appropriate taxing authority, provided however that you promptly secure and deliver an official receipt for those withholdings and other documents we reasonably request to claim a foreign tax credit or refund. You will make certain that any taxes withheld are minimized to the extent possible under applicable law.

7) TERM AND TERMINATION

This Agreement will remain in effect unless terminated by the Customer. The Customer may terminate this Agreement by calling customer support. Termination will only terminate the Customer's right to renew Subscriptions under an existing Order or place new Orders for additional Products under this agreement.

a) Subscription termination. A Subscription can be terminated at any time during its Term; however, the Customer must pay all amounts due before the termination is effective.

i) One Year Subscription. If a Subscription with a one-year Term is terminated by the Customer within 30 days of the date on which the Subscription became effective or was renewed, the Customer must pay amounts due for the initial 30 days of the Subscription. If a Subscription is terminated by the Customer at any other time during the Term, the Customer must pay 100% of the Subscription fee otherwise due for the remainder of the one-year term.

ii) Termination. Tracker Products LLC may terminate this Agreement if: (1) the Customer fails to respond to a claim of an alleged violation of Section 5 within a reasonable time; or (2) The Customer fails to pay amounts due under this Agreement as required by Section 5; The Customer will be given 30 days' written notice with the opportunity to cure before termination occurs pursuant to this section.

8) SOFTWARE MAINTENANCE, UPDATES AND DISCONTINUATION.

a) During the Term, Tracker Products, LLC shall continuously enhance and update the Software at no additional charge. The Subscription period is based on the time period purchased. Software maintenance and updates are provided within the Subscription period, as necessary.

b) Maintenance and Support: Tracker Products, LLC is solely responsible for providing any maintenance and support services with respect to the Software, as specified in the EULA and as required under applicable law. Tracker Products, LLC and Customer acknowledge that its partners and its affiliates have no obligation whatsoever to furnish any maintenance and support services with respect to the Software. Tracker Products, LLC

shall provide technical support, updates and/or supplements of the Software and/or related information ("Updates") to the Customer. Updates shall also be deemed to be included in the Product and therefore governed by this EULA, unless other terms of use are provided by Tracker Products, LLC with such Updates. Tracker Products, LLC reserves the right to discontinue the Product at any time, whether it is offered individually or as a part of a product suite. If for any reason Tracker Products, LLC discontinues the Product they will provide the following remedy to valid Subscription holders:

- i) Tracker Products, LLC will announce product discontinuation via the notice procedures set forth herein at least ninety (90) days prior to the discontinuation of the Product. The Customer will be provided with technical support for the remainder of its Subscription.
- ii) A local copy of the latest version of the software with an image of the subscriber's unique database will be provided to all active Subscriptions prior to discontinuation of the product.
- iii) If the product is discontinued, the provisions of Section 8(a)(ii) shall not apply.

9) UPGRADES

The cost of the routine enhancements and releases of the Software is included in the cost of the Subscription term. If any customization, custom features, enhancements are conducted outside of the standard requirement, configuration, and set-up, then additional service costs might be involved and determined on a case by case basis. This is due to certain upgrades that might cause different impacts due to the specific customer configuration, customization, and features specific to their environment. The cost is solely based on Tracker Products, LLC.'s interpretation of level of work effort. Tracker Products, LLC will provide the customer with at least 30 days written notice prior to competing any enhancements, software upgrades or releases, or any other work or services that would increase the Customer's cost beyond the cost as described in the Invoice. No increase to the cost of the Customer's license shall be valid unless pursuant to a written agreement between the parties.

10) PRODUCT CLAIMS

The Parties acknowledge that Tracker Products, LLC, not its partners or its affiliates, is responsible for addressing any claims of Customer or any third party relating to the Software or Customer's possession and/or use of that Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. The EULA does not limit Tracker Products, LLC's liability to Customer beyond what is permitted by applicable law.

11) INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property rights in and to the Product (including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the Product and any copies of the Product that you are expressly permitted to make herein) are owned by Tracker Products, LLC or its suppliers. All Intellectual Property rights in and to the content which may be accessed through use of the Product are the property of the respective content owner and may be protected by applicable copyright or other Intellectual Property laws and treaties. All information imputed to the API by the Customer is solely the property of the Customer, and Tracker Products, LLC may not use or disseminate such information for any reason. All Intellectual Property rights

in and modifications to the Product, are owned by Tracker Products, LLC. All rights not expressly granted are reserved by Tracker Products, LLC. The Software is licensed, not sold. This EULA does not grant you any rights to trademarks or the Software marks.

Tracker Products, LLC and Customer acknowledge that, in the event of any third party claim that the Software or Customer's possession or use of that Software infringes that third party's Intellectual Property rights, Tracker Products, LLC, not its partners or its affiliates, will be solely responsible for the investigation, defense, settlement and discharge of any such Intellectual Property infringement claim. Tracker Products, LLC shall indemnify Customer for any liability or reasonable costs incurred by Customer which result from any third party action claiming that the Software infringes that third party's Intellectual Property rights

12) NONDISCLOSURE

Both parties recognize that each party may obtain proprietary and/or confidential information ("Confidential Information") of the other party in the course of the business relationship defined herein. Each party receiving Confidential Information (the "Receiving Party") agrees that (a) Confidential Information will be received and held in confidence by the Receiving Party and that such Receiving Party will not, without the prior written consent of the party from whom such Confidential Information was obtained (the "Disclosing Party"), disclose, divulge or permit any person to obtain any Confidential Information disclosed by the Disclosing Party (whether or not such Confidential Information is in tangible or written form), other than (i) to its responsible employees and professional advisors with a bona fide need to know such Confidential Information, and with respect to Customer, to its s; or (ii) to the extent such Confidential Information is required to be disclosed by applicable law, court, or government agency, provided that the Receiving Party provides reasonable prior written notice of such required disclosure to the Disclosing Party and cooperates with any efforts by the Disclosing Party at the Disclosing Party's expense, to prevent or limit such disclosure by means of seeking a protective order or requesting confidential treatment or other appropriate remedy. The Receiving Party will take such steps as may be reasonably necessary to prevent the disclosure of Confidential Information to others. Tracker Products, LLC Vendor shall indemnify, defend, and hold harmless the Customer and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Tracker Products, LLC's violation of this section.

13) TERMINATION

Without prejudice to any other rights, Tracker Products, LLC may terminate this EULA, upon a thirty (30) day notice if the Customer fails to comply with the terms and conditions of this EULA. In such event, the Customer's right to use this Software.

a) Survival. Any provision of this EULA that imposes an obligation after termination or expiration of this EULA shall survive expiration or termination unless this EULA expressly provides otherwise.

14) VERIFYING COMPLIANCE AND SOFTWARE

During the Term, each party hereto must keep all usual and proper records relating to the Subscription(s), including records relating to SLA performance and Customer's use of Products. Similarly, the Customer may request that Tracker Products, LLC conduct an audit of its SLA performance, and no waiver of rights shall occur upon any such request of an audit.

If verification or self-audit reveals any unlicensed use, the Customer must promptly order sufficient licenses to cover its past and present use within 30 days of receipt of notice from Tracker Products LLC. Failure to purchase additional license may result in termination subject to the provisions of this agreement. If material unlicensed use is found, the Customer must reimburse Tracker Products LLC for the costs we incurred in verification and acquire the necessary additional licenses at retail license cost within 30 days, or the Customer's Subscription will be subject to termination. Service Level Credits shall be paid in the event any audit of Tracker Products, LLC's SLA performance reveals an underpayment of such Service Level Credits.

License confirmation. Proof of Customer's Software license is (1) this EULA, (2) any Order confirmation, (3) documentation evidencing license transfers (for any permitted transfers), and (4) proof of payment.

15) LEGAL COMPLIANCE

Customer represents and warrants that (i) it is not located in any country to which the United States has prohibited export or has a policy against authorizing exports, or that has been designated by the United States as a "terrorist supporting" country; and (ii) it is not on any United States sanctioned party, export denial or specially designated national list.

16) EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. EXCEPT IN REGARDS TO AN INDEMNIFICATION OBLIGATION, BREACH OF SECTIONS 10 OR 11, WILLFUL MISCONDUCT, ILLEGAL ACTS, OR FRAUD, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY) ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES.

17) LIMITATION OF LIABILITY.

Except in regard to an indemnification obligation, breach of sections 10 or 11, willful misconduct, illegal acts, or fraud, neither party's liability to the other party shall exceed the license fee paid or payable, if any.

18) AGREEMENT MECHANICS

a) Notices. The Customer must send notices by mail to the address below. Tracker Products, LLC shall mail notices to account administrators identified by Customer. Notices are effective on the date on the return receipt.

Notices should be sent to:
Tracker Products LLC. P.O. Box 1026
Florence, KY 41022
Fax: (866) 381-4160

b) Assignment. The Parties may not assign this EULA either in whole or in part.

- c) No agency. Tracker Products, LLC is an independent contractor. This Agreement does not create an agency, partnership, or joint venture.
- d) Applicable law and venue. This agreement is governed by Kentucky law, without regard to its conflict of laws principles except that (1) if the Customer is a U.S. Government entity, this agreement is governed by the laws of the United States, and (2) if the Customer is a state or local government entity in the United States, this agreement is governed by the laws of that state.
- e) Survival. This agreement will remain in effect for any Subscription Term.
- f) U.S. export jurisdiction. The Product is subject to U.S. export jurisdiction. The Customer must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments.
- g) Publicity. Tracker Products, LLC may not publicly disclose (orally or in writing) that you are a customer of Tracker Products, LLC and a purchaser of the Product(s), including in a list of Tracker Products, LLC customers and other promotional materials.

19) SERVICE LEVEL AGREEMENT (“SLA”).

Tracker Products, LLC commits to achieve the Annual Production Uptime and the Response Time set forth below. Tracker Products, LLC agrees to provide Customer with monthly service level reports measuring Tracker Products, LLC’s performance against the Service Levels.

- a) SLA Definitions and Measurements; A “Measurement Period” means the monthly time frame in which Service Level Credits, if any, are calculated. “Scheduled Downtime” means planned downtime of which Tracker Products, LLC has notified Customer at least 48 hours in advance.
- b) “Service Level Credit” means the amount the Customer will be credited for the applicable Service Level Default during the Measurement Period.
- c) “Target Service Level” means the expected performance range, within which no Service Level Default is assessed, and no Service Level Credit is granted.
- d) Any Service Level Credits shall be credited to the Customer annually in arrears, as applicable.
- e) The SLA set forth in this Section 20 shall be Customer’s sole and exclusive remedy related to the SLA default and such Service Level Credits are in lieu of other available remedies, such as damages for breach of contract.
- f) Exceptions: Any unavailability determined by the parties hereto to be solely caused by the following items shall not be deemed unavailability for purposes of the Annual Production Uptime calculation:
 - i) factors outside of Tracker Products, LLC’s reasonable control, including any force majeure event or Internet access or related problems beyond the control of Tracker Products, LLC.
 - ii) Outages resulting from Scheduled Downtime. Outages arising from Customer’s network being inaccessible, that result from customer equipment, software or other technology and/or third-party equipment, software or other technology (other than third party equipment within our direct control).
 - iii) Domain Name Server (DNS) issues outside of the control of Tracker Products, LLC.

- iv) Customer's acts or omissions (including acts or omissions of a third party provided a license by customer), including, without limitation, custom configuration, scripting, coding, negligence, failure to timely perform or provide relevant assistance, information or infrastructure required of Customer, or its negligence or willful misconduct;
- v) Internet outages, or other third-party infrastructure outages which hinder access to Tracker Products, LLC's environment.
- vi) Outages requested by Customer.
- vii) Changes by Customer, or its agents, to Customer's environments which are not communicated to Tracker Products, LLC and which adversely impact Tracker Products, LLC's ability to perform the Service.
- viii) Inability of Customer to log-in due to Customer's use of Lightweight Directory Access Protocol (LDAP) to control authentication.

20) SERVICE AVAILABILITY

- a) Tracker Products, LLC agrees to provide 99.5% Annual Production Uptime during the Service Year. In the event Tracker Products, LLC. does not meet the Target Service Level set forth below, Customer will be eligible to receive a Service Level Credit as described below.
- b) Availability is calculated based on the following formula:

$$A = (T - M - D) / (T - M) \times 100\%$$

A=Availability

T=Total Monthly Minutes

M=Maintenance Time

D=Downtime

- c) The customer must notify Tracker Products, LLC in writing within five (5) business days of the downtime or maintenance time in which the services were inaccessible.

21) PRIMARY CONTACTS

- a) For technical questions, logging in a support ticket, complaints, claims with respect to the Software please contact Tracker Products, LLC via:

Tel: (866) 438-6565
support@TrackerProducts.com

- b) Product Support:

Tracker Products, LLC will provide Support for the Software and respond to requests by telephone, email, and/or website support through the link provided above during normal business hours. Additional support outside of the standard support may be provided via a separate agreement. Tracker Products, LLC shall respond to requests for service within or before the following response times:

Severity Level	Response Time During Business Hours
1	4-12
2	24
3	48

- i) Security Level 1: Critical/System Down - Application down or major malfunction resulting in a product inoperative condition. The specific functionality is mission critical to the business and the situation is considered an emergency as determined by the Customer.
- ii) Security Level 2: Significant Impact - Critical loss of application functionality or performance resulting in users unable to perform their normal functions. The program is usable but severely limited.
- iii) Security Level 3: Normal/Minor impact - Moderate loss of application functionality or performance resulting in multiple users impacted in their normal functions. Minor feature/product failure, convenient workaround exists/minor performance degradation/not impacting production.
- iv) Security Level 4: Low/Informational - Minor loss of application functionality.

CUSTOMER INFORMATION

By:

Print Name:

Title:

TRACKER PRODUCTS, LLC

By:

Print Name:

Title: