

Exhibit A - Invoice: Software As A Service

Please see invoice and terms attached under separate cover.

The parties agree as follows:

1. BLUE VOICE SOFTWARE

1.1 "Software" means Provider's proprietary software that uses artificial intelligence to provide a reference application based on various professional resources for use on a desktop, mobile device, tablet, or mobile data terminal, and related downloadable software extensions made available to Subscriber by Provider.

1.2 "Employee" means any individual who is in an employment relationship with the Subscriber.

2. SCOPE LIMITATIONS

2.1 Licensed Seats are strictly limited to police officers who are Employees of Subscriber. 2.2 # of

Licensed Seats: _____ SPECIFIED IN INVOICE _____

3. SUBSCRIPTION FEE AND PAYMENT TERMS

3.1 Fees as specified per Licensed Seat per year or per multi-year term as selected by Subscriber per Section 3.7 for the Scope Limitations indicated above.

3.2 All payments are non-cancelable and non-refundable.

3.3 Fees do not include any taxes, duties, governmental charges, or other third-party fees (e.g., wire fees, bank fees, credit card processing fees), all of which are Subscriber's responsibility.

3.4 Provider will invoice Subscriber at the commencement of the initial term and each renewal term.

3.5 Subscriber will remit payment to Subscriber within thirty (30) calendar days following receipt of the applicable invoice.

3.6 Payment may be made electronically or by mailing a check to Subscriber.

3.7 Multi-Year Commitment and Payment. If Subscriber enters into a multi-year Term, by mutual agreement between Subscriber and Blue Voice it will adhere to one of the following:

(a) Upfront Payment for Multi-Year Commitment: Subscriber commits to and pays for the entire multi-year Initial Term upfront as a single payment. Provider will invoice Subscriber once at the commencement of the Initial Term for the total amount.

(b) Annual Payment with Multi-Year Commitment. Subscriber commits to the full multi-year Initial Term but pays the annual fee at the commencement of each contract year. This represents a binding commitment for the entire Initial Term, with payments spread across each year of the term. Provider will invoice Subscriber at the commencement of the Initial Term and subsequently at the beginning of each contract year during the Initial Term. Payments under this option are binding and non-cancelable for the entire Initial Term.

Exhibit B: Terms and Conditions

The parties agree as follows:

1. DEFINITIONS

1.1 **"Documentation"** means Provider-provided user documentation, in all forms, relating to the Software (e.g., user manuals, on-line help files).

1.2 **"Scope Limitations"** means the limitations on Subscriber's use of the Software specified in Exhibit A – Invoice: Software Subscription.

1.3 **"Software"** means the software identified in Exhibit A – Invoice: Software Subscription.

1.4 **"Territory"** means the state in which the Subscriber is located.

2. USE OF THE SOFTWARE

2.1 **Use of the Software.** Subject to the terms and conditions of this Agreement, Provider grants to Subscriber a limited, non-exclusive, non-transferable right in the Territory and during the term of this Agreement to access and use the Software solely in connection with Subscriber's internal business operations and to make instances of the Software available to Licensed Seats (as defined below) as installed on up to one (1) desktop, one (1) mobile device, and one (1) mobile data terminal each per Licensed Seat. Subscriber's right to use the Software is subject to the Scope Limitations and contingent upon Subscriber's compliance with the Scope Limitations. Subscriber represents and warrants that it has reviewed the reference materials included in the Software and approves them for use as part of the Software in accordance with the terms of this Agreement. Provider will provide reasonable notice if it adds new reference materials (other than Subscriber Materials (defined below)) to, or modifies such materials in, the Software, and, unless Subscriber reports a concern or requests a rejection of such materials in writing within 30 days of such notice, Subscriber will be deemed to have approved such materials.

2.2 **Licensed Seats.** The Scope Limitations include, among other details, (a) the number of individual users Subscriber may authorize to access and use the Software under the rights granted to Subscriber pursuant to this Agreement and for whom access to the Software has been purchased hereunder (each, a "Licensed Seat"), and (b) criteria, conditions, and qualifications regarding whom Subscriber may authorize to use a Licensed Seat, such as employment status or other affiliations with Subscriber. Subscriber may request in writing additional Licensed Seats or to otherwise expand the Scope Limitations, which may involve adjusting associated fees set forth in Exhibit A – Invoice: Software Subscription; provided, however, that Provider is under no obligation to accommodate such requests and does not guarantee that such requests will be granted. Subscriber will only grant access to Licensed Seats via the access method provided by Provider where each Licensed Seat represents one (1) individual user and is personal to such individual user and non-transferable. Subscriber will ensure that access credentials for each Licensed Seat are not shared among individuals or any third parties. Subscriber is responsible for the acts and omissions of its users via Subscriber's Licensed Seats or otherwise as if such acts and omissions were the acts and omissions of Subscriber. Subscriber warrants that it will ensure that Licensed Seats keep confidential and not share with any third party any password provided or set to facilitate Licensed Seats' access to the Software.

2.3 **End User License Agreement.** Subscriber and each individual Licensed Seat are required to accept Provider's End User License Agreement (the "EULA") and privacy policy in order to access and use the Software. If any provision of the EULA conflicts with a provision of this Agreement, then the provision in this Agreement controls.

2.4 **Support.** Provider will use commercially reasonable efforts to (a) make the Software available during the term, and (b) to respond to reasonable support requests during normal business hours submitted through the Software functionality or via email to admin@bluevoice.io

2.5 **Use of the Documentation.** Subject to the terms and conditions of this Agreement, Provider grants to Subscriber a limited, worldwide, non-exclusive, non-transferable license, without right of sublicense, during the term of this Agreement to reproduce, without modification, and internally use a reasonable number of copies of the Documentation solely in connection with use of the Software in accordance with this Agreement.

2.6 **Use Restrictions.** Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Subscriber will not, and will not permit or authorize any third party to: (a) sell, rent, lease, or otherwise permit any third party to use the Software or Documentation; (b) use the Software to provide services or information to any third party outside the scope of the subscriber's business operations; (c) use the Software for any benchmarking activity or in connection with the development of any competitive product; nor (d) circumvent disable, reverse engineer, or decompile any security or other technological features or measures of the Software.

2.7 **Compliance with Laws.** Subscriber will use the Software, Documentation, and any other data or information obtained from Subscriber's use of the Software in compliance with all applicable laws and regulations. Subscriber will also ensure that all its Licensed Seats use the Software and any other data or information obtained via the Software, in compliance with all applicable laws and regulations and refrain from any unethical conduct or any other conduct that tends to damage the reputation of Provider or the Software (the "Subscriber Product Agreement"). Subscriber will make all commercially reasonable efforts to enforce the Subscriber Product Agreement.

2.8 Protection against Unauthorized Use. Subscriber will use reasonable efforts to prevent any unauthorized use of the Software and Documentation and immediately notify Provider in writing of any unauthorized use that comes to Subscriber's attention. If there is unauthorized use by anyone who obtained access to the Software directly or indirectly through Subscriber, then Subscriber will take all steps reasonably necessary to terminate the unauthorized use. Subscriber will cooperate and assist with any actions taken by Provider to prevent or terminate unauthorized use of the Software or Documentation.

2.9 Reservation of Rights. Provider grants to Subscriber a limited right to use the Software and Documentation under this Agreement. Subscriber will not have any rights to the Software or Documentation except as expressly granted in this Agreement. Provider reserves to itself all rights to the Software and Documentation not expressly granted to Subscriber in accordance with this Agreement.

2.10 Feedback. If Subscriber provides any feedback to Provider concerning the functionality and performance of the Software (including identifying potential errors and improvements), then Subscriber hereby assigns to Provider all right, title, and interest in and to the feedback, and Provider is free to use the feedback without payment or restriction.

2.11 SUBSCRIBER ACKNOWLEDGEMENT. BY USING THE SOFTWARE AND MAKING IT AVAILABLE TO LICENSED SEATS FOR USE, SUBSCRIBER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE SOFTWARE IS FOR REFERENCE ONLY AND SHOULD NOT BE TREATED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

2.12 Generative AI Summary Feature.

(a) Description. Provider may make available an optional feature that uses generative artificial intelligence to produce summaries of content that Subscriber or its Licensed Seats upload to the Services (the "AI Summaries"). AI Summaries operate in a closed-loop manner that considers only Subscriber Materials and system metadata needed to provide the feature. AI Summaries do not pull from external public databases.

(b) Enablement. The AI Summaries feature is enabled by Subscriber request.

(c) Use Restrictions and Reliance. AI outputs may be inaccurate, incomplete, or reflect patterns or perspectives present in the Subscriber Materials used to generate them. The AI model itself is not designed to introduce independent bias, but summaries may reflect the content, tone, or emphasis contained in the materials provided by the Subscriber. AI Summaries are provided for reference only and are not a substitute for professional advice. Subscriber remains responsible for all decisions made or actions taken in reliance on AI outputs. See §2.11.

(d) Data Use for AI. Provider will process Subscriber Materials to generate AI Summaries. Provider may use deidentified AI Summaries to maintain and improve model performance and safety.

(e) Storage and Retention. Prompts and outputs are not linked to individual user identities, timestamps, or other identifying metadata, and are deidentified at the point of storage. Provider will not use prompts or outputs for human review except: (i) to resolve a support ticket requested by Subscriber, (ii) to investigate abuse or security issues, or (iii) as required by law. Provider will use the prompts and outputs to maintain and improve model performance and safety.

(f) Public Records and Discovery. Subscriber is responsible for any records management, disclosure, and retention obligations that may apply to AI prompts or outputs, including public records and e-discovery requirements.

(g) High-Risk Use. Subscriber will not rely solely on AI Summaries to make, support, or influence high-impact or high-risk determinations without independent human review and judgment. Human-in-the-loop decision-making is required in all such situations, including, without limitation: determinations of reasonable suspicion or probable cause; charging decisions; employment-related decisions; uses of force; vehicle or foot pursuits; arrest decisions; criminal investigations; or any other action that may materially affect individual rights, liberties, safety, or livelihood. AI Summaries may be used as an informational aid, but final decisions in these contexts must always be made by a qualified human decision-maker who has reviewed all relevant information.

2.13 Workspace Data Retention. Blue Voice Workspace is designed to support short-term, collaborative workflows and does not function as a system of record, records management system, or long-term data storage solution.

3. **SUBSCRIBER MATERIALS AND DATA**

3.1 License Grant. Subscriber and its Licensed Seats may input requests, queries, data, materials, and other information, including third-party materials, in connection with its use of the Software or may otherwise provide materials to Provider for use in connection with the Software (collectively, "**Subscriber Materials**"). Subscriber hereby grants to Provider non-exclusive, perpetual, worldwide, royalty-free license: (a) to use, reproduce, display, distribute, create derivative works of, and modify the Subscriber Materials including, without limitation, to (i) provide, maintain, develop, and improve the Software or Provider's service, including to train Provider's algorithm, (ii) comply with applicable law, or (iii) enforce Provider's terms and policies; and (b) to use Subscriber's trademarks, service marks, and logos in Provider's marketing materials, on its website, and in other promotional communications solely to identify Subscriber as a customer of Provider and subject to Subscriber policies provided to Provider in writing. Subscriber acknowledges and agrees that any improvements to the Software resulting from the use of the Subscriber Materials will not result in any new ownership rights in the Software for Subscriber.

3.2 Responsibility for Subscriber Materials. Subscriber is responsible for any and all Subscriber Materials, including

ensuring that it does not violate any applicable law, any third-party rights, this Agreement, or the EULA.

(a) Subscriber represents and warrants that: (i) Subscriber owns, controls, or has all rights, licenses, and permissions in the Subscriber Materials as necessary for the use contemplated herein; (ii) use of the Subscriber Materials as contemplated herein does not and will not infringe or violate the rights of any third party, including any intellectual property rights; (iii) the Subscriber Materials do not and will not contain any harmful, malicious, or illegal content or code; and (iv) Subscriber approves the Subscriber Materials for use in connection with the Software in accordance with this Agreement.

(b) Subscriber acknowledges and agrees that: (i) it is responsible for providing all relevant Subscriber Materials and maintaining updated and accurate versions thereof; (ii) Provider is unable and has no obligation to verify whether Subscriber Materials are current or accurate; and (iii) under no circumstances will Provider be liable for any damages arising out of or related to the Subscriber Materials, including, without limitation, the Subscriber Materials being out-of-date, missing certain information, or including any inaccuracies.

3.3 Usage Data and Statistics. Subscriber hereby grants to Provider a non-exclusive, worldwide, royalty-free license to collect, copy, analyze, modify, create derivative works of, and otherwise use deidentified and aggregated usage data and statistics generated by Subscriber's and its Licensed Seats' use of the Software, for Provider's internal business purposes.

4. FEES AND PAYMENT

4.1 Fees and Payment Terms. Subscriber will pay Provider the fees as specified in Exhibit A, annually in advance or as a single upfront payment for multi-year commitments, as detailed per Section 3.7, plus any applicable sales, use, excise, or other taxes, as specified in **Exhibit A – Invoice: Software Subscription**. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Provider to collect any amount that is not paid when due. Amounts due from Subscriber under this Agreement may not be withheld or offset by Subscriber against amounts due to Subscriber for any reason. All amounts payable under this Agreement are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Provider reserves the right to reasonably increase fees for each renewal term upon 90 days' written notice.

4.2 Taxes. Other than net income taxes imposed on Provider, Subscriber will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from this Agreement. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received by Provider after all such taxes are paid are equal to the amounts that Provider would have been entitled to in accordance with this Agreement as if the taxes did not exist.

5. TERM AND TERMINATION

5.1 Term. This Agreement will commence upon the Effective Date and continue for an initial term as specified in Exhibit A, unless this Agreement is terminated earlier in accordance with the terms of this Agreement. So long as permitted under state law, this Agreement will automatically renew for additional successive terms of equivalent length unless, at least 60 days before the end of the then-current term, either party provides written notice to the other party that it does not want to renew. If required by state law, the Subscriber shall retain sole discretion in exercising the option. Upon renewal for a one-year or multi-year term, any contracts that had been pro-rated to a period shorter than a year will be scaled proportionally to the full period in contract size, based on the period length.

5.2 Termination for Convenience. Either party may terminate this Agreement for convenience at any time upon 60 days' prior written notice.

5.3 Termination for Material Breach. Either party may terminate this Agreement if the other party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching party. If Subscriber fails to timely pay any fees, then Provider may, without limitation to any of its other rights or remedies, suspend performance of the Software until it receives all amounts due. Notwithstanding the foregoing, nothing in this Section shall prohibit the Provider from suspending the Services during the 30-day cure period while the material breach is being addressed. Such suspension shall not waive or limit Provider's right to terminate this Agreement if the breach is not cured within the specified period.

5.4 Post-Termination Obligations. If this Agreement is terminated for any reason, then (a) Subscriber will pay to Provider any fees or other amounts that have accrued prior to the effective date of the termination, (b) any and all liabilities accrued prior to the effective date of the termination will survive, and (c) Subscriber will provide Provider with a written certification signed by an authorized Subscriber representative within ten (10) days of termination certifying that all use of the Software and Documentation by Subscriber has been discontinued. Subscriber is solely responsible for retaining copies of any Subscriber Materials. Termination for convenience under Section 5.2 does not entitle Subscriber to any refund of amounts paid or that are due.

5.5 Non-Appropriation of Funds:

a) Commitment to Seek Funding. The Agency will:

- i) Include the full cost of Blue Voice's services in each annual budget submission.
 - ii) Identify Blue Voice's services as a priority public safety system in budget documentation.
 - iii) Provide supporting justification for continued funding to its governing authority.
 - iv) Provide Blue Voice with written notice confirming that the submission includes a request for funding for Blue Voice's services.
- b) *Partial Appropriation.* If appropriations for public safety software are made in an amount less than the full contract price but greater than zero, the Agency will:
 - i) Apply such appropriated funds to Blue Voice's services before any other public safety software.
 - ii) Work with Blue Voice to determine which services can be provided within the available appropriation.
 - c) *Non-Appropriation.* The Agency's obligations are subject to the availability and appropriation of funds by its governing authority. If sufficient funds are not appropriated or otherwise made available despite the Agency's compliance with Section 1, and the governing body reduces or denies funding for Blue Voice services for reasons not attributable to the Agency's recommendation or inaction, the Agency may terminate this Agreement without penalty or further financial obligation, except for payment for all services rendered or deliverables provided before the termination date.
 - d) *Cure Period.* Before terminating under Section 3, the Agency will:
 - i) Promptly notify Blue Voice of the funding shortfall within 30 days.
 - ii) Within 60 days, provide Blue Voice with documentation of the agency's pursuit of alternate funding sources such as supplemental appropriations, budget amendments, grants, asset forfeiture funds, or emergency allocations.
 - e) *Service Credit.* If Blue Voice provides services during a period in which payment is delayed due to non-appropriation, and funding is restored within the same fiscal year, such payments will be applied first to satisfy amounts owed to Blue Voice.
 - f) *Replacement:* If Subscriber terminates the Agreement under this Section 5.5, Subscriber agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Agreement.
 - g) *Reasonable Efforts.* The Agency will use reasonable efforts to secure necessary funding, which at minimum means fulfilling the requirements in Section 1.

6. WARRANTIES AND DISCLAIMER

6.1 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement.

6.2 DISCLAIMER. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 6, PROVIDER MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. PROVIDER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SOFTWARE. PROVIDER DOES NOT WARRANT THAT THE SOFTWARE ARE ERROR-FREE OR THAT OPERATION OF THE SOFTWARE WILL BE SECURE OR UNINTERRUPTED. PROVIDER DOES NOT WARRANT THAT ANY INFORMATION PROVIDED THROUGH THE SOFTWARE IS ACCURATE OR COMPLETE OR THAT ANY INFORMATION PROVIDED THROUGH THE SOFTWARE WILL ALWAYS BE AVAILABLE. PROVIDER EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE SUBSCRIBER MATERIALS OR THE RESULTS OF SUBSCRIBER'S USE OF THE SOFTWARE. THE FOREGOING DISCLAIMERS APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

7. INTELLECTUAL PROPERTY INFRINGEMENT

7.1 Defense of Infringement Claims. Provider will, at its expense, either defend Subscriber from or settle any claim, proceeding, or suit ("Claim") brought by a third party against Subscriber alleging that Subscriber's use of the Software infringes or misappropriates any patent, copyright, trade secret, trademark, or other intellectual property right during the term of this Agreement if: (a) Subscriber gives Provider prompt written notice of the Claim; (b) Subscriber grants Provider full and complete control over the defense and settlement of the Claim; (c) Subscriber provides assistance in connection with the defense and settlement of the Claim as Provider may reasonably request; and (d) Subscriber complies with any settlement or court order made in connection with the Claim (e.g., relating to the future use of any infringing Software). Subscriber will not defend or settle any Claim without Provider's prior written consent. Subscriber will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but Provider will have sole control over the defense and settlement of the Claim.

7.2 Indemnification of Infringement Claims. Provider will indemnify Subscriber from and pay (a) all damages, costs, and attorneys' fees finally awarded against Subscriber in any Claim under Section 7.1; (b) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Subscriber in connection with the defense of a Claim under Section 7.1 (other than attorneys' fees and costs incurred without Provider's consent after Provider has accepted defense of the Claim); and (c) all amounts that Provider agrees to pay to any third party to settle any Claim under Section 7.1.

7.3 Exclusions from Obligations. Provider will have no obligation under this Section 7 for any infringement or

misappropriation to the extent that it arises out of or is based upon (a) use of the Software in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; (b) use of the Software by Subscriber for purposes not intended or outside the scope of the license granted to Subscriber; (c) Subscriber's failure to use the Software in accordance with instructions provided by Provider, if the infringement or misappropriation would not have occurred but for such failure; or (d) any modification of the Software not made or authorized in writing by Provider where such infringement or misappropriation would not have occurred absent such modification.

7.4 **Limited Remedy.** This Section 7 states Provider's sole and exclusive liability, and Subscriber's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by the Software.

8. INDEMNIFICATION

8.1 **By Provider.** Provider will indemnify, defend, and hold harmless Subscriber, its officers, directors, employees, and agents from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense attributable to third-party claims arising directly and solely out of Provider's gross negligence or willful misconduct in providing the Software pursuant to this Agreement.

8.2 **By Subscriber.** Subscriber will indemnify, defend, and hold harmless Provider, its officers, directors, employees, and agents from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense (including, but not limited to, reasonable attorney fees, court costs, and other legal expenses) attributable to third-party claims arising out of (a) Subscriber's (including Subscriber's personnel or any party acting on Subscriber's behalf) or any Licensed Seat's (each a "**Subscriber Party**") gross negligence, willful misconduct, or violation of law, or (b) a Subscriber's acts or omissions, including use of the Software other than as expressly authorized under this Agreement by a Subscriber Party, or (c) the content, accuracy, legality, or any other aspect of the Subscriber Materials, provided, uploaded, or otherwise made available by Subscriber or any Subscriber Party. This indemnification obligation includes attorney fees and costs incurred in the defense of any claim covered by this Section, even if such claims are ultimately found to be without merit. Subscriber's obligation to indemnify, defend, and hold harmless Provider as set forth in this Section 8.2 will not be limited, diminished, or derogated in any way by the terms or conditions in the EULA or any other agreement related to this Agreement or use of the Software by any Subscriber Party.

9. LIMITATIONS OF LIABILITY

9.1 **Disclaimer of Indirect Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

9.2 **Cap on Liability.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED TOTAL AMOUNTS PAID BY SUBSCRIBER TO PROVIDER DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

9.3 **Independent Allocations of Risk.** EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY PROVIDER TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 9 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

10. CONFIDENTIALITY

10.1 **Definition.** For the purposes of this Agreement, "**Confidential Information**" means any and all technical and non-technical information provided by either party to the other, including but not limited to, any data, source code, software technology, trade secrets, processes, techniques, designs, diagrams or other materials related to the Software or other proprietary information of either party. Confidential information does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Agreement, (b) was in the receiving party's possession prior to being furnished by the disclosing party, (c) is received from a third party without breach of any obligation of confidentiality, or (d) is independently developed by the receiving party without use or reference to the disclosing party's Confidential Information.

10.2 **Confidentiality Obligations.** Both parties agree to maintain the confidentiality of the Confidential Information and to use or disclose the Confidential Information solely for the purposes of performing under this Agreement or as otherwise required by law. Both parties agree not to disclose or permit disclosure of the other party's Confidential Information to any third party without the express prior written consent of the other party. These confidentiality

obligations will remain in effect with respect to each item of Confidential Information until such time as the applicable Confidential Information has become public knowledge other than as a result of either party's breach of this Agreement. In the event of a breach or threatened breach of these confidentiality obligations, both parties acknowledge that the non-breaching party will suffer irreparable damage and may therefore seek injunctive relief.

11. GENERAL

11.1 Relationship. Provider will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of this Agreement.

11.2 Assignability. Neither party may assign its right, duties, and obligations under this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that a party may assign this Agreement without the other party's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees to assume and fulfill all of the assigning party's obligations under this Agreement.

11.3 Subcontractors. Provider may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Provider remains responsible for all of its obligations under this Agreement.

11.4 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent (a) by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth on the signature page of this Agreement and with the appropriate postage affixed, or (b) by email to David@BlueVoice.io with the subject line "NOTICE." Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 11.4. Notices are deemed given two (2) business days following the date of mailing or one (1) business day following delivery to a courier.

11.5 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

11.6 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Massachusetts, U.S.A., without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Suffolk, Massachusetts in connection with any action arising out of or in connection with this Agreement.

11.7 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

11.8 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, then the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Software under this Agreement is found to be illegal, unenforceable, or invalid, then Subscriber's right to use the Software will immediately terminate.

11.9 Counterparts. This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. This Agreement may also be executed and delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

11.10 Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of the agreement between these parties regarding Subscriber's use of the Software. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the parties relating to professional services relating to the Software that Provider may provide. No employee, agent, or other representative of Provider has any authority to bind Provider with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought. Provider will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Subscriber in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Provider specifically agrees to such provision in writing and signed by an authorized agent of Provider.

END USER LICENSE AGREEMENT

This End User License Agreement (this "EULA") is made and entered into between Blue Voice Inc. ("Provider") and the individual who accepts this EULA ("User"). Provider has designed and developed software that uses artificial intelligence to provide a reference application based on various professional resources (the "Software"). User's employer ("Subscriber") has entered into an agreement with Provider (the "Subscription Agreement") to provide the Software for use by User in connection with User's employment with Subscriber, and this EULA governs User's use of the Software as permitted under the Subscription Agreement. In the event of any conflict between this EULA and the Subscription Agreement, the Subscription Agreement will prevail.

PLEASE READ THE FOLLOWING TERMS CAREFULLY:

BY CLICKING "I ACCEPT," OR BY DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE SOFTWARE, USER AGREES THAT THEY HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO USER'S USE OF THE SOFTWARE, USER AGREES TO BE BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING PROVIDER'S PRIVACY POLICY (TOGETHER, THIS "AGREEMENT"). IF USER DOES NOT AGREE TO THIS AGREEMENT, THEN USER DOES NOT HAVE PROVIDER'S PERMISSION TO USE THE SOFTWARE. USER'S USE OF THE SOFTWARE, AND PROVIDER'S PROVISION OF THE SOFTWARE TO USER, CONSTITUTES AN AGREEMENT BY PROVIDER AND BY USER TO BE BOUND BY THIS AGREEMENT.

- (1) **USER ACKNOWLEDGEMENT:** USER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT: (1) THE SOFTWARE IS FOR REFERENCE ONLY AND SHOULD NOT BE TREATED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE, AND (2) USER'S PROFESSIONAL DECISION MAKING WILL BE BASED ON THE CONTEXT AND USER'S PROFESSIONAL DISCRETION, JUDGMENT, AND TRAINING.

1. USE OF THE SOFTWARE

1.1 Use of the Software. Subject to the terms and conditions of this Agreement, Provider grants to User a limited, non-exclusive, non-transferable, personal right and license in the Commonwealth of Massachusetts and during the Term (defined below) of this Agreement to: (a) access and use the Software solely in connection in the scope of User's employment with Subscriber, and (b) to download and install instances of the Software, solely for the access and use rights granted above in (a), on up to one (1) desktop, one (1) mobile device, and one (1) mobile data terminal owned by Subscriber and under User's control.

1.2 Access Credentials. User will only access the Software via the access method provided by Subscriber ("Access Credentials"). User will keep Access Credentials confidential and will not share with any third party, including but not limited to other employees of Subscriber, User's Access Credentials or any password provided or set to facilitate User's access to the Software.

1.3 Support. Provider will use commercially reasonable efforts to: (a) make the Software available during the Term, and (b) to respond to reasonable support requests during normal business hours submitted through the Software functionality or via email to admin@bluevoice.io.

1.4 Use of the Documentation. Subject to the terms and conditions of this Agreement, Provider grants to User a limited, worldwide, non-exclusive, non-transferable personal license, without right of sublicense, during the Term of this Agreement to use, solely in connection with use of the Software in accordance with this Agreement, Provider-provided user documentation, in all forms, relating to the Software (e.g., user manuals, on-line help files) (the "Documentation").

1.5 Use Restrictions and Prohibited Conduct. EXCEPT AS OTHERWISE EXPLICITLY PROVIDED IN THIS AGREEMENT OR AS MAY BE EXPRESSLY PERMITTED BY APPLICABLE LAW, USER WILL NOT, AND WILL NOT PERMIT OR AUTHORIZE ANY THIRD PARTY TO:

- (a) sell, rent, lease, or otherwise permit any third party to use the Software or Documentation;
- (b) use the Software to provide services or information to any third party;
- (c) use the Software for any benchmarking activity or in connection with the development of any competitive product;
- (d) circumvent or disable any security or other technological features or measures of the Software;

- (e) use the Software, Documentation, and any other data or information obtained from User's use of the Software in violation with any applicable laws or regulations;
- (f) engage in any unethical conduct or any other conduct that tends to damage the reputation of Provider or the Software;
- (g) violate, encourage others to violate, or provide instructions on how to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;
- (h) access, search, or otherwise use any portion of the Software through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, and data mining tools) other than the Software or search agents provided by Provider;
- (i) interfere with security-related features of the Software, including but not limited to: (i) disabling or circumventing features that prevent or limit use, printing, or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Software except to the extent that the activity is expressly permitted by applicable law;
- (j) interfere with the operation of the Software or any other user's enjoyment of the Software, included but not limited to: (i) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; or (ii) interfering with or disrupting any network, equipment, or server connected to or used to provide the Software;
- (k) perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation or identity, accessing any other Software account without permission;
- (l) sell or otherwise transfer the access or rights granted under this Agreement; or
- (m) attempt to do any of the acts described in this Section 1.5 or assist or permit any person in engaging in any of the acts described in this Section 1.5.

1.6 Protection against Unauthorized Use. User will use reasonable efforts to prevent any unauthorized use of the Software and Documentation and immediately notify Provider in writing of any unauthorized use that comes to User's attention. If there is unauthorized use by anyone who obtained access to the Software directly or indirectly through User, then User will take all steps reasonably necessary to terminate the unauthorized use. User will cooperate and assist with any actions taken by Provider to prevent or terminate unauthorized use of the Software or Documentation.

1.7 Reservation of Rights. Provider grants to User a limited right to use the Software and Documentation under this Agreement. User will not have any rights to the Software or Documentation except as expressly granted in this Agreement. Provider reserves to itself all rights to the Software and Documentation not expressly granted to User in accordance with this Agreement.

1.8 Feedback. If User provides any feedback to Provider concerning the functionality and performance of the Software (including identifying potential errors and improvements), then User hereby assigns to Provider all right, title, and interest in and to the feedback, and Provider is free to use the feedback without payment or restriction.

1.9 Generative AI Summaries.

(a) How it works. If enabled by your employer, the Software may generate summaries of materials your organization uploads plus approved materials uploaded by provider like state laws, ordinances ect. The feature considers only your organization's content and required system metadata.

(b) Your responsibilities. You will review AI outputs for accuracy and suitability before using them. Do not input content that you lack permission to share with Provider. Do not include PII or other sensitive data unless doing so complies with your organization's policies.

(c) No reliance. AI outputs may be inaccurate or incomplete. They are for reference only and are not legal, medical, or other professional advice. See "User Acknowledgement" above.

(d) Visibility and review. AI Summaries are not linked to specific user identities, timestamps, or other identifying metadata, and are deidentified at the point of storage. Provider staff may review prompts and outputs only to resolve a support request you initiate, to investigate misuse or security issues, or as

required by law.

1.10 BLUE VOICE "WORKSPACE"

1.10.1 Workspace Data Retention. Blue Voice Workspace is designed to support short-term, collaborative workflows and does not function as a system of record, records management system, or long-term data storage solution.

1.10.2 Sensitive Workspace Data. Subject to applicable law and system limitations, Blue Voice will use commercially reasonable efforts to retain Sensitive Workspace Data for up to seven (7) days from the time of creation, after which such data is scheduled for deletion in accordance with Blue Voice's standard data management practices. For purposes of this Agreement, "Sensitive Workspace Data" includes Criminal Justice Information (CJI), and any other information that USER affirmatively designates as sensitive and elects to upload or process within the Workspace.

1.10.3 Non-Sensitive Workspace Data. Subject to applicable law and system limitations, Workspace data that is not designated or treated as Sensitive Workspace Data is retained for up to thirty (30) days from the creation of the associated chat or Workspace activity, after which such data is scheduled for deletion in accordance with Blue Voice's standard data management practices.

USER acknowledges and agrees that USER is solely responsible for determining what information is appropriate to upload to the Workspace, including what constitutes Sensitive "Workspace" Data, and for managing its use of the Workspace accordingly.

1.10.4 Document Retention and Preservation. Blue Voice Workspace is not intended to serve as a document management system, records retention system, or evidentiary archive.

USER is solely responsible for downloading, exporting, retaining, preserving, and archiving any documents, files, or "Workspace" content required to meet applicable legal, regulatory, evidentiary, public records, or internal retention obligations.

Blue Voice has no obligation to store, retrieve, preserve, or produce Workspace content beyond the retention periods described above, and makes no representation that Workspace content will satisfy any recordkeeping, chain-of-custody, or evidentiary requirements.

1.10.5 Multi-Factor Authentication and CJI Uploads. If USER elects to upload, process, or store Criminal Justice Information (CJI) within the Blue Voice Workspace, USER is solely responsible for ensuring that appropriate security controls, including multi-factor authentication ("MFA"), are enabled and used in accordance with applicable law, CJIS Security Policy requirements, and internal policies.

Unless explicitly agreed in writing by Blue Voice, Blue Voice does not represent or warrant that the Workspace, with or without MFA enabled, satisfies CJIS Security Policy requirements or is suitable for the storage or processing of CJI.

USER and Subscriber acknowledge and agree that responsibility for compliance with CJIS requirements, state enforcement standards, and other applicable security obligations rests solely with USER and Subscriber, and not with Blue Voice.

2. USER MATERIALS AND DATA

2.1 License Grant. User may input requests, queries, data, materials, and other information in connection with its use of the Software or may otherwise provide materials to Provider for use in connection with the Software (collectively, "User Materials"). User hereby grants to Provider a non-exclusive, worldwide, royalty-free license to use, reproduce, display, distribute, and modify the User Materials including to: (a) provide, maintain, develop, and improve the Software or Provider's service, including to train Provider's algorithms; (b) comply with applicable law; or (c) enforce Provider's terms and policies. User acknowledges and agrees that any improvements to the Software resulting from the use of the User Materials will not result in any new ownership rights in the Software (or any future versions thereof) for User.

2.2 Responsibility for User Materials. User is responsible for any and all User Materials, including ensuring that it does not violate any applicable law, any third-party rights, or this Agreement. User represents and warrants that: (a) User owns, controls, or has all rights, licenses, and permissions in the User Materials as necessary for the use contemplated herein; (b) use of the User Materials as contemplated herein does not and will not infringe or violate the rights of any third party, including any intellectual property rights; and (c) the User Materials do not and will not contain any harmful, malicious, or illegal content or code.

2.3 Usage Data and Statistics. User hereby grants to Provider a non-exclusive, worldwide, royalty-free license to collect, copy, analyze, modify, create derivative works of, and otherwise use deidentified and aggregated usage data and statistics generated by User's use of the Software, for Provider's internal business purposes.

3. TERM AND TERMINATION

3.1 Term. This Agreement is effective beginning when User accepts this Agreement or first downloads, installs, accesses, or uses the Software, and ending immediately upon the earlier of: (a) termination of this Agreement as set forth herein, or (b) expiration or termination of Subscriber's subscription in accordance with the Subscription Agreement (the "Term").

3.2 Termination. If User violates any provision of this Agreement, then Provider may suspend or terminate User's access the Software and this Agreement at Provider's sole discretion, with or without notice, and without any liability to User arising from such suspension or termination.

3.3 Post-Termination Obligations. If this Agreement is terminated for any reason, then: (1) User's license rights will terminate and User must immediately cease all use of the Software; (2) User will no longer be authorized to access the Software; (3) User will certify in a signed writing submitted to Provider (through Subscriber) that all use of the Software and Documentation by User has been discontinued; and (4) Sections 1.5 (to the extent User maintains the ability to do or attempt to do any of those actions enumerated therein), 1.7, 1.8, 2.1, 2.2, 2.3, 3.3, 4.2, 5.1, 5.2, 6.1, 6.2, 6.3, 7.6, and 7.7 will survive. User is solely responsible for retaining copies of any User Materials.

4. WARRANTIES AND DISCLAIMER

4.1 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement except with respect to Subscriber as set forth in this Agreement.

4.2 DISCLAIMER. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 4, PROVIDER MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. PROVIDER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SOFTWARE. PROVIDER DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SOFTWARE WILL BE SECURE OR UNINTERRUPTED. PROVIDER DOES NOT WARRANT THAT ANY INFORMATION PROVIDED THROUGH THE SOFTWARE IS ACCURATE OR COMPLETE OR THAT ANY INFORMATION PROVIDED THROUGH THE SOFTWARE WILL ALWAYS BE AVAILABLE. THIS INCLUDES ANY AI SUMMARIES GENERATED BY THE SOFTWARE. AI SUMMARIES ARE GENERATED AUTOMATICALLY BASED ON YOUR ORGANIZATION'S UPLOADED MATERIALS AND MAY BE INACCURATE, INCOMPLETE, OR REFLECT PATTERNS OR PERSPECTIVES CONTAINED IN THOSE MATERIALS. THE AI MODEL ITSELF IS NOT DESIGNED TO INTRODUCE INDEPENDENT BIAS. AI SUMMARIES ARE PROVIDED FOR REFERENCE ONLY AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL ADVICE, OPERATIONAL POLICY, OR THE EXERCISE OF YOUR PROFESSIONAL JUDGMENT. YOU ARE SOLELY RESPONSIBLE FOR VERIFYING THE ACCURACY, COMPLETENESS, AND SUITABILITY OF ANY AI SUMMARIES BEFORE USING THEM. PROVIDER EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF USER'S USE OF THE SOFTWARE.

5. INDEMNIFICATION

5.1 By Provider. Provider will indemnify, defend, and hold harmless User from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense (collectively, "Losses") attributable to third-party claims arising directly and solely out of Provider's gross negligence or willful misconduct in providing the Software pursuant to this Agreement.

5.2 By User. User will indemnify, defend, and hold harmless Provider, its officers, directors, employees, and agents from and against any and all Losses attributable to third-party claims arising out of User's (a) acts or omissions, including use of the Software other than as expressly authorized under this Agreement by User, or (b) gross negligence, willful misconduct, or violation of any applicable law, rule, or regulation. Nothing in the Subscription Agreement will limit User's obligations under this Agreement, and particularly under this Section 5.2.

5.3 Indemnification for AI Summaries. User agrees to indemnify, defend, and hold harmless Provider, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (i) User's reliance on AI Summaries without appropriate independent human review in high-impact or high-risk determinations, including, without limitation, determinations of reasonable suspicion, probable cause, charging decisions, employment decisions, uses of force, pursuits, arrests, or other actions materially affecting rights, liberties, safety, or livelihood; (ii) any use of AI Summaries in violation of applicable law, regulation, or your organization's policy; or (iii) User's disclosure or misuse of AI Summaries contrary to the terms of this Agreement.

6. LIMITATIONS OF LIABILITY

6.1 Disclaimer of Indirect Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

6.2 Cap on Liability. UNDER NO CIRCUMSTANCES WILL PROVIDER'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED TOTAL AMOUNTS PAID BY SUBSCRIBER TO PROVIDER DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

6.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED AND RIGHTS GRANTED BY PROVIDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 6 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

6.4 AI Summaries Carve-Out. THE LIMITATIONS IN THIS SECTION WILL NOT APPLY TO ANY DAMAGES OR CLAIMS ARISING FROM YOUR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FAILURE TO USE INDEPENDENT HUMAN REVIEW WHEN RELYING ON AI SUMMARIES FOR HIGH-IMPACT OR HIGH-RISK DETERMINATIONS, INCLUDING BUT NOT LIMITED TO DETERMINATIONS OF REASONABLE SUSPICION, PROBABLE CAUSE, CHARGING DECISIONS, EMPLOYMENT DECISIONS, USES OF FORCE, PURSUITS, ARRESTS, OR OTHER ACTIONS MATERIALLY AFFECTING RIGHTS, LIBERTIES, SAFETY, OR LIVELIHOOD.

7. GENERAL

7.1 Relationship. Provider will be and act as an independent contractor (and not as the agent or representative of User) in the performance of this Agreement.

7.2 Assignability. Neither party may assign its rights, duties, and obligations under this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that a party may assign this Agreement without the other party's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees to assume and fulfill all of the assigning party's obligations under this Agreement.

7.3 Subcontractors. Provider may utilize a subcontractor or other third party to perform its duties under this Agreement so long as Provider remains responsible for all of its obligations under this Agreement.

7.4 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth on the signature page of this Agreement and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 7.4. Notices are deemed given two (2) business days following the date of mailing or one (1) business day following delivery to a courier.

7.5 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, so long as that party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

7.6 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the Commonwealth of Massachusetts, U.S.A., without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Suffolk, Massachusetts in connection with any action arising out of or in connection with this Agreement.

7.7 Privacy Policy. User's are responsible for reviewing the Privacy Policy carefully for information relating to our collection, use, storage, and disclosure of your personal information, if any. The Privacy Policy is incorporated by this reference into, and made a part of, this Agreement.

7.8 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

7.9 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, then the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Software under this Agreement is found to be illegal, unenforceable, or invalid, then User's right to use the Software will immediately terminate.

7.10 Counterparts. This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. This Agreement may also be executed and delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

7.11 Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of the agreement between these parties regarding User's use of the Software. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the parties relating to professional services relating to the Software that Provider may provide. No employee, agent, or other representative of

Provider has any authority to bind Provider with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought. Provider will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by User in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Provider specifically agrees to such provision in writing and signed by an authorized agent of Provider.



Blue Voice Inc.

14 Brewster Road, Newton MA 02461 US
Tel: 781-531-7891 | www.bluevoice.io

QUOTE

BILL TO
Montague County SO

QUOTE #: 212202413150326
DATE: 03/01/2026
DUE DATE: 10/01/2026

ACTIVITY	TERM	AMOUNT
Service Blue Voice Software		
Year 1	03/01/2026 - 09/30/2026 (0.59 yr)	\$0
Year 2	10/01/2026 - 09/30/2027 (1 yr)	\$5,000

REMIT TO:
Blue Voice Inc., 14 Brewster Road, Newton, MA 02461

BALANCE DUE: \$0

Through signature, Montague County SO acknowledges the Blue Voice EULA and software agreement.

EULA: https://www.bluevoice.io/_files/ugd/bdcf33_c92a1ab53d84413c8a7c5f88ace47f35.pdf

Software Agreement (Standard):

https://www.bluevoice.io/_files/ugd/d84549_fae8c05babbf455d82f29938a9f985ba.pdf

Signature: *K. Z. Bent*
Contact Name: Marshall Thomas
Title: Sheriff
Date: 3-23-2016
Email: MThomas@MontagueSheriff.com
Address: P.O. Box 127
Montague, TX 76251
Contact Telephone: 940-894-2871

Blue Voice Inc.

Signature: *David Lawrence*
Name: David Lawrence
Title: CEO
Date:
Email: david@bluevoice.io
Address: 14 Brewster Road
Newton
MA 02461
Contact Telephone: 785-331-7691