

CONFIRMOK SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("Agreement") is entered into as of _____ (the "Effective Date"), by and between the *Madison City Police Department*, located at _____ ("Subscriber"), and ConfirmOk, LLC, a CA LLC doing business as ConfirmOk, with its principal place of business at 257 Chinquapin Ave, Carlsbad, CA 92008 ("Service Provider"), collectively referred to as the "Parties."

RECITALS

WHEREAS, Subscriber desires to use Service Provider's software and services to enhance community safety and support vulnerable populations through automated daily check-ins;

WHEREAS, Service Provider agrees to provide such software and services on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SERVICES

Service Provider agrees to provide Subscriber with access to and use of ConfirmOk, a software-as-a-service (SaaS) platform that performs automated daily check-ins (the "Services"). The Services include technical support, software updates, and maintenance as described in Exhibit A.

2. AUTHORIZED USERS

Subscriber is authorized to allow its employees, agents, and contractors ("Authorized Users") to access and use the Services in accordance with the terms of this Agreement. Subscriber shall ensure that all Authorized Users comply with the terms and conditions of this Agreement.

3. LICENSE GRANT

Service Provider hereby grants Subscriber a non-exclusive, non-transferable, revocable license to access and use the Services during the term of this Agreement, subject to the terms and conditions herein.

4. TERM AND TERMINATION

4.1. Term

This Agreement shall commence on the Effective Date and shall remain in effect for a period of one (1) year ("Initial Term"), unless terminated earlier in accordance with the terms of this

Agreement. Upon the expiration of the Initial Term, this Agreement may be renewed for additional one-year terms upon mutual written agreement by the Parties.

4.2. Termination for Cause

Either Party may terminate this Agreement for cause if the other Party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach.

4.3. Termination for Convenience

Subscriber may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Service Provider.

4.4. Effect of Termination

Upon termination or expiration of this Agreement, Subscriber shall immediately cease using the Services, and Service Provider shall provide Subscriber with a final extract of Subscriber Data in a commonly accessible format within ten (10) business days. Service Provider shall delete or destroy all Subscriber Data from its systems, except as required by law.

5. FEES AND PAYMENT

Subscriber agrees to pay Service Provider the fees described in Exhibit A. Payment is due within thirty (15) days of receipt of an invoice from Service Provider. Fees are non-refundable.

6. SERVICE LEVELS AND SUPPORT

6.1. Service Levels

Service Provider will use commercially reasonable efforts to make the Services available 99.9% of the time, excluding scheduled maintenance and Force Majeure events.

6.2. Support

Service Provider will provide technical support to Subscriber as outlined in Exhibit A.

7. DISCLAIMERS AND LIMITATION OF LIABILITY

7.1. Disclaimer of Warranties

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. SERVICE PROVIDER

DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

7.2. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3. Cap on Liability

SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY SUBSCRIBER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

7.4. System Failures

SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES RESULTING FROM SYSTEM FAILURES, INCLUDING INTERRUPTIONS, DELAYS, OR DATA LOSS, REGARDLESS OF THE CAUSE. SUBSCRIBER ACKNOWLEDGES THAT SERVICE INTERRUPTIONS MAY OCCUR AND AGREES THAT SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH INTERRUPTIONS.

8. SUBSCRIBER DATA AND CONFIDENTIALITY

8.1. Ownership of Subscriber Data

Subscriber retains all rights, title, and interest in and to the data it provides or generates through the use of the Services ("Subscriber Data"). Service Provider shall have no rights to such data except as necessary to provide the Services under this Agreement.

8.2. Confidentiality

Each Party agrees to maintain the confidentiality of all Confidential Information (as defined below) and to use such information solely for the purposes of this Agreement. "Confidential Information" means any information disclosed by one Party to the other that is designated as confidential or that reasonably should be understood to be confidential.

9. INDEMNIFICATION

9.1. By Service Provider

Service Provider shall defend, indemnify, and hold harmless Subscriber and its employees, officers, and agents from and against any claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from any third-party claim that the Services infringe or misappropriate any intellectual property rights of a third party.

9.2. By Subscriber

To the extent allowed by law, subscriber will defend, indemnify, and hold harmless Service Provider and its employees, officers, and agents from and against any claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from Subscriber's willful, reckless, or intentionally unlawful use of the Services in violation of this Agreement.

10. MISCELLANEOUS

10.1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of law principles.

10.2. Entire Agreement

This Agreement, including all exhibits and addenda hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, regarding such subject matter.

10.3. Amendments

This Agreement may only be amended by a written agreement signed by authorized representatives of both Parties.

10.4. Assignment

Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of all or substantially all of its assets.

10.5. Notices

All notices under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified mail, or sent by email with confirmation of receipt.

10.6. Display of ConfirmOk Link

Subscriber agrees to display a clear reference to “ConfirmOk” on its website, with a hyperlinked text or logo directing users back to the ConfirmOk website (currently located at <https://www.confirmok.com> or another URL designated by Service Provider). The size, placement, and format of this reference shall be mutually agreed upon by the Parties, but it shall be sufficient to clearly indicate that Subscriber is utilizing the ConfirmOk service. Subscriber shall implement this reference within thirty (30) days of the Effective Date of this Agreement.

EXHIBIT A

Service Provider’s Software as a Service Statement of Services

This Exhibit A - Service Provider’s Software as a Service Statement of Services - shall be incorporated in and governed by the terms of that certain Master Software as a Service Agreement by and between *Madison City Police Department* (“Subscriber”) and ConfirmOk, LLC, doing business as ConfirmOk (“Service Provider”) dated 07/21/2025, as amended (the “Agreement”). Unless expressly provided for in this Exhibit A, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in this Exhibit A shall prevail.

1. Services Description

Service Provider will provide a web-based check-in reassurance Software as a Service system that will include the following functionality:

- Automated Check-Ins: Daily automated check-ins for seniors and vulnerable residents.
- Immediate Alerts: Notifications to designated contacts or departments if check-ins are missed.
- User Management: Tools for managing subscribers, including adding, editing, or removing users.

2. Delivery

The following shall constitute the schedule for delivery of the Software as a Service under this Exhibit A:

- Phase 1: Initial setup and customization – Completion within 14 days of the Effective Date.
- Phase 2: Full implementation and training – Completion within 21 days of the Effective Date.

3. Fees

The Subscriber agrees to pay the following monthly fees based on the number of active clients using the ConfirmOk system:

- **Tier 1:** \$250/month for up to 35 clients

4. Term

One (1) year from implementation of Phase II.

5. Hosting and Support

Service Provider will provide to Subscriber the following hosting and support services:

- Hosting: Cloud hosting with a minimum of ninety-nine percent (99%) system uptime.
- Support: Unlimited email and phone support during business hours (8 AM - 6 PM PT) and limited emergency support outside business hours.
- Training: Initial training sessions and additional training upon request.

6. Additional Terms

The following are additional terms applicable to this Exhibit A:

- Browser Support: Service Provider's Software as a Service will support Chrome and Firefox in their most current release version.
- Single Point of Contact: Each Party will provide a single point of contact for communications with the authority to represent that Party's decisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Software as a Service Agreement as of the Effective Date.

Madison City Police Department (SUBSCRIBER)

By: _____

Name: _____

Title: _____

Date: _____

Confirmok LLC (SERVICE PROVIDER)

By: _____

Name: _____

Title: _____

Date: _____