BLAZESTACK

ORDER FORM AND SOFTWARE LICENSE AGREEMENT

This Order Form and Software License Agreement (this "**Agreement**") is between Blazestack Inc., ("**Blazestack**") a Texas corporation with mailing address of 3201 Bee Caves Road, Suite 120 #160266, Austin, Texas 78746, and ("**Customer**") identified immediately below.

CUSTOMER INFORMATION
Sidney Volunteer Fire Department
6755 N Savannah Rd, Belhaven, NC 27810, United States

SOFTWARE, PLAN, USER-SEATS & CASE VOLUME	INITIAL ANNUAL FEE & TERM	EFFECTIVE DATE & DUE DATE	RENEWAL DATE
Fire Investigation Case Management Software Platinum Plan User-Seats: 1 Annual Case Volume: 20 Annual Consults Volume: 10	$1,500 for 12-month term	8/18/2025	8/17/2026; automatic annual renewal into ongoing 12-month terms unless Customer provides Blazestack 30 days prior written notice of non-renewal.

STANDARD SUPPORT
Blazestack will provide support to Customer via telephone, email and online chat Monday through Friday during the hours of 9:00AM through 5:00PM Central Time, with the exclusion of federal holidays ("Support Hours"). Customer may initiate a helpdesk ticket during Support Hours by calling (866) 303-4344 or any time by emailing support@blazestack.com or initiating an online chat session. Blazestack will use commercially reasonable efforts to respond to all helpdesk tickets within one (1) business day.

STANDARD INFORMATION
Fees include implementation, support, ongoing software patches, and 20 GB of case media storage. (Additional case media storage capacity can be added at a cost of $250/year per each additional 250 GB. Blazestack will provide notice when storage capacity reaches 50%.)

This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between Blazestack and Customer, and is entered into on the "Effective Date" listed above, between Blazestack and Customer. This Agreement consists of the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form provided by Customer.

BLAZESTACK:

_____
Name: Patrick Vlaskovits
Title: COO
Email: pv@blazestack.com

CUSTOMER:

_____
Name: Kale Rasmussen
Title: Fire Marshal
Email: firemarshal@cityofsidneymt.com

BLAZESTACK

TERMS AND CONDITIONS

These Terms and Conditions is between Blazestack Inc., a Texas corporation (collectively, "Blazestack"), and the entity identified on the applicable Order Form ("Customer"). The Agreement is effective as of the date in the applicable Order Form ("Effective Date").

1. DEFINITIONS

Capitalized terms have the meanings described in this section or in the body of the Agreement.

"Agreement" means these Terms and Conditions and the relevant Order Form.

"Annual Case Volume" means maximum number of Cases entered into the system by Customer's Users per year.

"Case" means one individual incident at a specific location.

"Customer Data" means all electronic data or information that Customer submits to the Software or is submitted on behalf of Customer as well as all Generated Data, as defined in Section 2.2, except to the extent of any data, information, or intellectual property owned by Blazestack or third-party.

"Order Form" means a Blazestack ordering document that references these Terms and Conditions, whether online or via a separate form.

"Report" means any report, analysis, content, survey, opinion, photo, technique, hypothesis, finding, study relating to any fire investigation prepared by Customer and/or User.

"Software" means Blazestack's proprietary fire investigation software accessible through the internet, that is intended for use in the investigation of fire.

"Term" means the period of Customer's subscription to the Software as specified in an Order Form, unless terminated earlier under Section 7 (Term and Termination).

"Third-Party Products" means any products or services not developed by Blazestack.

"User" means a single, unique authorized individual of the Customer that uses the Software on Customer's behalf.

"User-Seat" is a license for one User to use the Software.

2. SOFTWARE AND SUPPORT

2.1. Provision of Software. Subject to Customer's compliance with the terms and conditions of the Agreement, Blazestack hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license to use the Software for the number of User-Seats specified on the Order Form during the Term, or if not specified a reasonable number of Users in the sole discretion of Blazestack.

2.2. Use of Software. Customer shall use the Software and the data generated by the Software ("Generated Data") only for fire investigation purposes.

2.3. System Requirements. Customer shall meet the minimum system requirements for access to the Software, currently set forth at the end of this Agreement but subject to change by Blazestack on a reasonable basis. Blazestack shall provide written notification to Customer for any changes to the minimum system requirements.

2.4. Third-Party Products. Blazestack may offer Customer the ability to use Third-Party Products with the Software, subject to Customer's agreement and compliance with any applicable terms and conditions for those Third-Party Products.

3. RESPONSIBILITES AND RESTRICTIONS

3.1. Blazestack Responsibilities. Blazestack shall: (i) provide Customer with access to the Software in accordance with this Agreement and all applicable laws; and (ii) provide the Software with a minimum of 99.0% Uptime during any calendar month, except Blazestack shall have 2 business days to restore availability after any downtime. "Uptime" means the availability of the Software, excluding lack of

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availability due to Customer or third-party causes, downtime for maintenance, or a Force Majeure Event.

3.2. Customer Responsibilities. Customer shall: (i) use the Software in accordance with this Agreement and applicable laws; (ii) cooperate with Blazestack so that Blazestack can provide the Software; (iii) ensure Users to comply with this Agreement; (iv) prevent unauthorized access or use of the Software and promptly notify Blazestack if Customer discovers or reasonably believes any unauthorized access or use has occurred; (v) be responsible for the Customer Data including the accuracy, completeness, and legality of the Customer Data; (vi) create Reports in accordance with industry standards; (vii) ensure that any firewalls or other security measures are properly configured to allow Blazestack internet traffic on the necessary IP addresses and ports and; (viii) facilitate Users' access to *.blazestack.com domains and ability to receive emails from *@blazestack.com email addresses, and calibrate any ad blockers, pop-up blockers, content filters, or any other technologies that may interfere with Blazestack security or User usability, in order to enable proper functioning and delivery of the Software. Furthermore, the Customer is responsible for the results of the use of the Software, including any and all Reports, and hereby acknowledges to the Blazestack that (a) Customer is solely responsible for any such use of Report and (b) the Blazestack is not certifying or validating any portion of the Report.

3.3 Restrictions. Only Users may use the Software and only with the account credentials issued to that User by the Customer. Users may not share their account credentials. Customer shall not, and shall not permit any third party to: (i) use the Software beyond the scope of the license granted in this Agreement; (ii) use the Software only as expressly authorized under this Agreement; (iii) interfere with or disrupt the integrity or performance of the Software; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Software available; (v) remove any title, trademark, copyright, or restricted rights notices or labels from the Software; (vi) modify or create a derivative work of the Software or any portion of the Software; (vii) reverse engineer, disassemble, decompile, decode,

adapt or otherwise attempt to derive or gain access to the source code, object code or underlying structure or algorithms of the Software, in whole or in part; (viii) access or attempt to access or use the Software for purposes of competitive analysis of the Software or the development, provision, or use of a competing software service or product; or (ix) copy, record, screenshot, or otherwise capture any aspect of the Software in any medium without the prior written consent of Blazestack. For the avoidance of doubt, this Agreement does not give Customer or any User the right to copy or receive distribution any of the underlying component of the Software.

4. FEES
4.1. Fees. Customer shall pay all fees specified in all Order Forms ("Fees"). Fees are quoted and payable in United States dollars and are non-refundable, except as described in Section 7 (Term and Termination). Acceptable forms of payment are limited to credit card, ACH, wire transfers and physical check, provided that Blazestack may change acceptable forms of payment upon thirty (30) days' notice to the Customer. User-Seats purchased but not utilized during the Term are not eligible for refunds.

4.2. Taxes. Fees are exclusive of all taxes, including any applicable sales, excise, or use taxes ("Taxes"). Customer shall pay any Taxes directly or to Blazestack, as required by law. If Customer is exempt from paying Taxes, Customer shall provide Blazestack with a valid tax exemption certificate.

4.3. Invoicing and Payment. Blazestack shall invoice Customer according to the terms on the Order Form. Unless the Order Form states otherwise, Fees are due upon receipt of invoice (the "Due Date"). Customer shall provide Blazestack with complete and accurate billing and contact information and promptly notify Blazestack of any changes throughout the Term.

4.4. Overdue Fees. If Blazestack does not receive all Fees by the applicable Due Date, Blazestack may charge a late fee on the unpaid balance at the lesser of 1.5% per month or the maximum lawful rate, starting from the date the payment was due until the date paid. Customer shall also reimburse Blazestack for all reasonable costs incurred in collecting any amounts not paid when due, including any attorneys'

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support@blazestack.com
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fees. Blazestack reserves all rights and available remedies to collect overdue Fees from Customer, including but not limited to suspending Customer's access to the Software until all Fees are paid.

5. CONFIDENTIALITY

5.1. Definition. "Confidential Information" means oral, electronic, or written information disclosed by a party, whether designated confidential or not, or that a reasonable person would know it was confidential based upon the nature or content of the information or the circumstances of its disclosure.

Blazestack Confidential Information includes, but is not limited to, information pertaining to the features, functionality, any testing, and performance of the Software, pricing, and this Agreement as well as Feedback. Confidential Information does not include information that: (i) is now or becomes generally known or available to the public without breach of this Agreement by the receiving party (the "Recipient"); (ii) was acquired by the Recipient without restriction on its use or disclosure before the information was received from the disclosing party (the "Discloser"); (iii) is obtained by the Recipient without restriction on its use or disclosure from a third party authorized to make the disclosure; or (iv) is independently developed by the Recipient without using or referring to the Discloser's Confidential Information.

5.2. Protection of Confidential Information. The Recipient may only use the Discloser's Confidential Information in relation to this Agreement. The Recipient shall maintain the confidentiality of the Discloser's Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information (including but not limited to maintaining reasonable administrative, physical, and technical safeguards) and no less than a reasonable degree of care. Each party has the right to seek an injunction (without having to post a bond) to prevent any breach or continued breach of this section.

5.3. Compelled Disclosure. If the Recipient is required by law or a valid court or government order to disclose any of the Discloser's Confidential Information, then (to the extent permitted under law)

the Recipient shall promptly notify the Discloser in writing of the required disclosure so that the Discloser may seek to protect its Confidential Information. The Recipient shall cooperate with the Discloser in seeking such protection.

6. PROPRIETARY RIGHTS

6.1. Customer Ownership and Licenses. Customer owns all rights, title and interest in and to Customer Data and Reports. During the Term, Customer grants Blazestack a worldwide, non-exclusive, royalty-free, non-sublicensable (except as needed to provide the Software), non-transferable (except as described in Section 11.5 (Assignment)) right to access and use the Customer Data to provide the Software to Customer and to monitor and improve the Software. Customer shall back up Customer Data during the Term and may not have access to the Customer Data via the Software after the Term.

6.2. De-Identified Data. Blazestack may collect, develop, create, extract, compile, synthesize, analyze and commercialize statistics, benchmarks, measures and other information based on Aggregated Data (collectively, "De-Identified Data"). De-Identified Data will be owned solely by Blazestack and may be used for any lawful business purpose. "Aggregated Data" means Customer Data that is: (i) anonymized and not identifiable to any person or entity; (ii) combined with the data of other customers or additional data sources; and (iii) presented in a way which does not reveal Customer's identity.

6.3. Feedback. If Customer provides Feedback, Customer grants to Blazestack sole and exclusive ownership of all intellectual property rights to any Feedback and results of the implementation or any such Feedback. "Feedback" means recommendations, suggestions, enhancement requests or any ideas, technology, developments, derivative works, or other intellectual property related to the Software or Blazestack.

6.4. Reservation of Rights. Blazestack and its licensors reserve all right, title and interest in and to the Software, including all related intellectual property rights, subject to the limited rights expressly granted in this Agreement. No other rights are granted to Customer by this Agreement, whether by

implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software.

7. TERM AND TERMINATION; SUSPENSION

7.1. Term. The Term begins on the Effective Date and ends on the Termination Date. "Termination Date" means the earlier date of: (i) the expiration or termination of all Order Forms under this Agreement; or (ii) termination of this Agreement under this section.

7.2. Automatic Renewal. All subscriptions will renew for an additional 1-year term ("Renewal Term") at the prevailing list price at the time of such renewal unless either party receives written notice of an intent not to renew at least 30 days before the end of the Term or Renewal Term.

7.3. Termination for Cause. A party may terminate this Agreement or any applicable Order Form: (i) if the other party is in material breach of this Agreement and fails to cure the breach within 30 days of receiving written notice from the non-breaching party; or (ii) if the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If Customer terminates due to Blazestack's breach, Customer's exclusive remedy is a pro-rata reimbursement of prepaid Fees covering the remainder of the Term after the Termination Date. If Blazestack terminates due to Customer's breach, Customer will pay any unpaid Fees covering the remainder of the Term after the Termination Date. Termination under this section will not relieve Customer of its obligation to pay any Fees owed for the period prior to the Termination Date.

7.4 Suspension. Notwithstanding anything to the contrary in this Agreement, Blazestack may temporarily suspend Customer's and User's access to any portion or all of the Software if: (i) Blazestack reasonably determines that (A) there is a threat or attack on the Software; (B) Customer's or any User's use of the Software disrupts or poses a security risk to the Software, Blazestack, or any customer or vendor of Blazestack; (C) Customer, or any User, is using the Software for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Blazestack's provision of the Software to Customer or any User is prohibited by applicable law; (ii) any vendor of Blazestack has suspended or terminated Blazestack 's access to or use of any third-party services or products required to enable Customer to access the Software; or (iii) in accordance with Section 4.4 (any such suspension described in subclause (i), (ii), or (iii), a "Software Suspension"). Blazestack shall use commercially reasonable efforts to provide written notice of any Software Suspension to Customer and to provide updates regarding resumption of access to the Software following any Software Suspension. Blazestack shall use commercially reasonable efforts to resume providing access to the Software as soon as reasonably possible after the event giving rise to the Software Suspension is cured. Blazestack will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Software Suspension.

8. WARRANTIES AND DISCLAIMERS; INDEMNIFICATION

8.1. Mutual Warranties. Each party represents that it: (i) has the legal power to enter into this Agreement; (ii) will comply with all applicable laws in relationship to the provision and use of the Software during the Term; and (iii) will use reasonable efforts to avoid transmitting to the other party any harmful or malicious code, files, scripts, agents or programs.

8.2. Warranty Disclaimer. Blazestack does not make any representations that the functions performed by the Software will meet all of Customer's requirements, that the operation of the Software will be uninterrupted or error free, that all defects in the Software will be corrected, or that the Software will be available in all languages or all countries.

THE SOFTWARE IS PROVIDED "AS IS." EXCEPT AS EXPRESSLY PROVIDED HEREIN, BLAZESTACK MAKES NO WARRANTIES OF

ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SPECIFICALLY, THIRD PARTY CONTENT AND TEST FEATURES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY NETWORKING OR HOSTING PROVIDERS OR THIRD-PARTY PRODUCTS.

8.3 Indemnification. To the extant allowed by law, Customer shall indemnify, defend, and hold harmless the Blazestack and its officers, directors, employees, agents, successors, and assigns against all losses arising out of or resulting from any third party claim, suit, action, or proceeding related to or arising out of or resulting from: (i) Customer's (or its User's) breach of any representation, warranty, covenant, or obligation under this Agreement, (ii) all matters related to any Report, (iii) the transmission of harmful or malicious code, files, scripts, agents or programs by or through Customer (or its Users), (iv) any intellectual property infringement or other matter resulting from the Customer's Data, or (v) any acts or omissions of Customer (or its Users).

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS WILL NOT APPLY TO CUSTOMER'S PAYMENT OBLIGATIONS OR CUSTOMER'S WILLFUL MISCONDUCT, FRAUD, NEGLIGENCE, OR INDEMNIFICATION OBLIGATIONS.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. GOVERNMENT MATTERS

10.1. Terms for U.S. Government Customers. This section applies only to Customers that are U.S. government entities subject to the cited regulations ("U.S. Government Customers"). The Software is a "commercial product" (as defined in 48 C.F.R. 2.101) and involves the use of "commercial computer software" and "commercial computer software documentation" (as used in 48 C.F.R. 12.212). All U.S. Government Customers acquire subscriptions to the Software only as a "commercial product" and only with those rights that are granted to all other end-users pursuant to the terms and conditions of this Agreement, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.72021 through 227.72024.

10.2 Non-Discrimination. Blazestack and the Customer covenant to conduct business in compliance with applicable federal non-discrimination laws.

11. GENERAL TERMS

11.1. Dispute Resolution; Governing Law; Forum. The parties shall first attempt to resolve any dispute through mediation. The parties shall jointly select a mediator and shall participate in good faith in the mediation process. The costs of the mediation process shall be shared equally by the parties. The mediation shall take place through virtual/online mediation. If the dispute is not resolved through mediation within 90 days from receipt by one party of the initial notice of the dispute from the other party, either party may proceed to court to seek resolution. Each party waives its right to a jury trial.

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The laws of the State of Texas govern this Agreement excluding that State's choice-of-law provisions. Venue for any disputes that proceed to legal action shall take place in Travis County, Texas.

11.2. Notices. Notices under this Agreement must be in writing and will be considered given upon: (i) delivery by traceable courier or mail (delivery confirmation/ return receipt requested); or (ii) the second business day after sending by email. Notices to Blazestack should be sent to notice@blazestack.com. Billing notices and notices relating to this Agreement will be sent to the contacts designated by Customer on the Order Form.

11.3. Customer References. During the Term, Blazestack may include Customer's name, logo and success stories in Blazestack's website, press releases, promotional and sales literature, and lists of customers.

11.4. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by an event outside the reasonable control of the obligated party, including but not limited to an electrical, internet, or telecommunication change, or outage not caused by the obligated party; government restrictions; or illegal acts of third parties ("Force Majeure Event"). Each party will use reasonable efforts to mitigate the effect of a Force Majeure Event.

11.5. Assignment. Neither party may assign any of its rights or obligations under this Agreement without the other party's prior written consent (not to be unreasonably withheld), except either party may assign this Agreement in its entirety without the other party's consent to its affiliate or as part of a merger, acquisition, corporate reorganization, or sale of all or substantially of all its assets.

11.6. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.7. Waiver. No failure or delay by either party to exercise any right under this Agreement will

constitute a waiver of that right, unless expressly stated in this Agreement.

11.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it enforceable. The provision will be disregarded only if such modification is not possible or is prohibited by law. The remaining provisions of this Agreement will remain in effect.

11.9. Order of Precedence. If there is a conflict or inconsistency between any Order Form, Statement of Work, Exhibit, and this Agreement, the order of precedence shall be: (i) Order Form, (ii) Statement of Work, (iii) an Exhibit, and (iv) this Agreement.

11.10 Entire Agreement; Amendment. This Agreement, including the Order Form, constitutes the entire agreement between the parties with respect to the subject matter set forth herein, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, addendum, rider, check, clickwrap or clickthrough arrangement, or other business form that Customer may use in connection with the acquisition or licensing of the Software will have any effect on the rights, duties, or obligations of the parties under this Agreement, regardless of any failure of Blazestack to object to such terms, provisions, or conditions.

As used in this Agreement, the terms "including," "include," and "includes" are not limiting and shall be deemed to be followed by the phrase "without limitation." Use of the terms "hereunder," "herein," "hereby," and similar terms refer to this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties hereto.

11.11. Headings. Headings are for reference only and do not affect the meaning or interpretation of this Agreement.

11.12. Counterparts. This Agreement may be executed in one or more counterparts. Each

counterpart is an original. All counterparts together form one document.

11.13. System Requirements. Customer shall meet the minimum system requirements for access to the Software:

- Google Chrome™: Version 97 to most Current

- Microsoft® Edge®: Version 96 to most Current

- Mozilla® Firefox®: Version 96 to most Current

- Apple® Safari®: Version 15 to most Current