



**FORSETI SOFTWARE END USER AND SERVICES
AGREEMENT**

**This End User License Agreement (“Agreement”) is made by and
between:**

**Forseti, LLC
 (“Forseti”)**

**located and doing business at:
4808 East Rogers Lane
San Tan Valley, AZ 85140**

AND

**City of Toppenish Public Safety Division of Police and Fire
 (“Customer”)**

**located and doing business at:
516 W 2nd Avenue
Toppenish WA 98948**



Summary

FORSETI END USER LICENSE AGREEMENT (EULA)

1. Grant for License for Registered User

Forseti, LLC ("Forseti"), grants Customer, as defined below, a limited, non-exclusive, non-transferable, non-sublicensable, terminable license to use the Forseti Bundle with which this EULA is distributed, which includes, but is not limited to the computer software and any documentation files accompanying the software, and any on-line or electronic documentation (collectively the "Software"). The Software shall be used only by you, only for your own internal business use and not for the benefit of any other person or entity, provided that you may transfer the Software to other hardware (computer, mobile phones, tablets, etc.) you own. This EULA does not give you any rights to any updates or upgrades to the Software or to any extensions or enhancements to the Software developed by Forseti at any time in the future.

2. Confidentiality

For the purposes of the EULA, "Confidential Information" means any business, technical, or other data, materials, documents, and other information that either Party discloses to the other Party, in writing, orally, or by any other means, including disclosures like computer programs, code, algorithms, data, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, and product development plans, names and expertise of employees and consultants, and customer lists.

Unless required to disclose by applicable law, Forseti will not disseminate or share any personally identifiable information or client identifying sensitive data entered onto the Forseti software system by the Customer. All personally identifiable information will remain confidential with restricted access granted only to those the Customer deems appropriate or those with a need to know. For the purposes of the EULA, the Software Documentation and all source code, object code, data, and other aspects of the Forseti proprietary components of the Software and Feed Service are and will be Forseti's Confidential Information, regardless of whether it is marked as such.

You acknowledge that the Software contains proprietary trade secrets of Forseti, and you hereby agree to maintain the confidentiality of the Software using at least as great a degree of care as you use to maintain the confidentiality of your own most confidential information. You agree to reasonably communicate the terms and conditions of this Software EULA to those persons employed by you who utilize the Software, and to use reasonable best efforts to ensure their compliance with such terms and conditions, including, without limitation, not knowingly permitting such persons to use any portion of the Software for the purpose of deriving its source code.

3. Ownership

You have no ownership rights in the Software. The Software is licensed to you, not sold. You have a license to use the Software as long as this EULA remains in full force and effect. Ownership of the Software and all intellectual property rights therein shall always remain with Forseti. Any other use of the Software by any person, business, corporation, government organization or any other entity other than you is strictly forbidden and is a violation of this EULA.

The Software contains materials that are protected by United States Copyright Law, trade secret law, and by international treaty provisions. This includes all titles, images, text, and applets incorporated into the Software. All rights not granted to you herein are expressly reserved by Forseti. You may not remove any proprietary notice of Forseti from any copy of the Software.

4. Audit Rights

You agree that, unless such right is waived in writing by Forseti, Forseti shall have the right, upon fifteen (15) days' notice to You, to audit Your use of the Forseti Software for compliance with any limitations on Your use of the Software that are set



forth herein. You agree to provide Forseti with the necessary access to the Software to conduct such an audit either (i) remotely, or (ii) if remote performance is not possible, at Your facilities, during normal business hours and no more than one (1) time in any twelve (12) month period. In the event any such audit reveals that You have used the Software in excess of the applicable quantitative limitations, you agree to promptly pay to Forseti an amount equal to the difference between the fees actually paid and the fees that You should have paid to remain in compliance with such quantitative limitations. This Section 4 shall survive for a period of two (2) years from the termination or expiration of this Agreement.

5. Restrictions

Except to the extent expressly permitted by applicable law, and to the extent that Forseti is not permitted by that applicable law to exclude or limit the following rights: (i) you may not publish, display, disclose, rent, lease, modify, rename, or create derivative works based on the Software or any part thereof; (ii) you may not loan, distribute or allow use of the Software through any timesharing service, service bureau or network other than your own personal business network; (iii) you may not reverse engineer, decompile, translate, adapt, or disassemble the Software, nor shall you otherwise attempt to discover and create the source code from the object code of the Software. Before you exercise any rights that you believe to be entitled to based on mandatory law, you shall provide Forseti with thirty (30) days' prior written notice at help@forseti.io and provide all reasonably requested information to allow Forseti to assess your claim and, at Forseti's sole discretion, to provide alternatives that reduce any adverse impact on Forseti's intellectual property or other rights.

You may not export or re-export the Software except in compliance with the United States Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable. The Software is deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying, or disclosing of the Software by the U.S. Government shall be governed solely by the terms of this EULA. In addition, you agree and certify that you will not ship, transfer, or export the Software, directly or indirectly, to any country in violation of the U.S. Treasury's Office of Foreign Assets Control's regulations.

6. Termination & Notice

This EULA is effective until it is terminated. You may terminate this EULA with a 60-day prior notice by destroying or returning to Forseti all copies of the Software in your possession or under your control. Forseti may terminate this EULA for any reason, including, but not limited to, if Forseti finds that you have violated any of the terms of this EULA. Upon notification of termination, you agree to destroy or return to Forseti all copies of the Software and to certify in writing that all known copies, including backup or archival copies, have been destroyed. All provisions relating to confidentiality, proprietary rights, and non-disclosure shall survive the termination of this Software EULA.

All notices to Forseti shall be in writing and shall be made either via e-mail, conventional U.S. mail or overnight mail. Notices to Forseti must be sent to the attention of Customer Service at help@forseti.io, if by e-mail, or at Forseti, LLC, 4808 East Rogers Lane, San Tan Valley, AZ 85140 if by conventional or overnight mail. Notices to you may be sent either to the e-mail address or to the conventional mail address, if you supplied it to Forseti or posted as a notice on our Web site located at www.forseti.io.

Any notices or communication under this EULA will be deemed delivered to the party receiving such communication: (1) two business days after deposit with a commercial overnight carrier, with written verification of receipt; (2) five business days after the mailing date, if sent by conventional U.S. mail, return receipt requested; or (3) on the delivery date if transmitted by confirmed e-mail.



This Forseti End User License and Services Agreement, along with all Order Forms (defined below), Schedules (defined below) hereto in connection herewith, and all amendments to any and all of the foregoing (all the foregoing, collectively, the “End User License Agreement”), is made by and between Forseti, LLC (“Forseti”, “Us”, “We”, or “Our”) and the entity or individual identified as “Customer” in the applicable Order Form. All capitalized terms used but not defined in this End User License Agreement shall have the respective meanings ascribed to such terms in the Schedules or applicable Order Form, as the case may be.

AS OF THE DATE ON WHICH CUSTOMER EITHER (I) CLICKS ON THE "I AGREE" OR SIMILAR BUTTON OR LINK ON THE APPLICABLE ORDER FORM OR (II) ACCEPTS DELIVERY OF, ACCESSES, OR COMMENCES USE OF THE PRODUCTS, WHICHEVER OF THE FOREGOING OCCURS FIRST (THE “END USER LICENSE AGREEMENT EFFECTIVE DATE”), CUSTOMER, BY AND THROUGH SUCH ACTION, AFFIRMATIVELY ASSENTS TO AND ACCEPTS ALL THE TERMS AND CONDITIONS OF THE END USER LICENSE AGREEMENT, AND THE END USER LICENSE AGREEMENT IMMEDIATELY SHALL TAKE EFFECT. CUSTOMER HEREBY REPRESENTS AND WARRANTS TO FORSETI THAT THE INDIVIDUAL AFFIRMATIVELY ASSENTING TO AND ACCEPTING SUCH TERMS AND CONDITIONS ON BEHALF OF CUSTOMER IS DULY AUTHORIZED BY CUSTOMER AND OTHERWISE POSSESSES ALL CORPORATE AND OTHER LEGAL AUTHORITY TO BIND CUSTOMER TO ALL SUCH TERMS AND CONDITIONS. FORSETI MAY AMEND THE END USER LICENSE AGREEMENT FROM TIME TO TIME IN ITS SOLE DISCRETION AND WITHOUT NOTICE TO CUSTOMER, AND CUSTOMER’S CONTINUED USE OF THE PRODUCTS AFTER ANY SUCH AMENDMENTS SHALL CONSTITUTE CUSTOMER’S ACCEPTANCE THEREOF.

The End User License Agreement applies to the following Forseti product and service offerings, as further set forth below (collectively, the “Products”):

- The Software, pursuant to a Subscription under Forseti Bundle; and
- Any related Support Services.

If a Forseti Partner, rather than Forseti, provides any Products to Customer, the terms and conditions of the End User License Agreement shall apply in all respects thereto, except that the following provisions of the End User License Agreement will be superseded and replaced by the corresponding provisions in the applicable agreement entered into by and between Customer and the applicable Forseti Partner: Article 4 (Audit; Verification) and Article 10 (Termination).

1. Definitions

Capitalized words not listed here will be defined within the End User License Agreement.

1.1. “Forseti Bundle” means the Forseti Software and any Support Services provided as part of the Subscription, all as described in more detail in Schedule A (defined below).



- 1.2. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party where "control" means having more than fifty percent (50%) ownership or the right to direct the management of the entity.
- 1.3. "Forseti Partner" means an entity expressly authorized by Forseti in writing to resell Forseti Products.
- 1.4. "Customer" shall mean any end user who is party to this Agreement, by joinder or other means, who utilizes the Software. A Customer may be referred to as "you".
- 1.5. "Customer Modifications" means modifications to the open-source software components of the Software that Customer is expressly permitted to make under the applicable license for such open source software solely for the purpose of developing bug fixes, customizations, or additional features to any libraries licensed under such open source software licenses that may be included with or linked to by the Software.
- 1.6. "Documentation" means any manuals, documentation and other supporting materials related to the Software that Forseti provides or otherwise makes available to Customer. Documentation shall be considered part of the "Software" as defined herein.
- 1.7. "Feed Service" means any content or data supplied by Forseti that (i) provides functionality for the Product and (ii) may be based on or derived from proprietary, licensed or publicly available sources.
- 1.8. "License Key" is the data file used by the Software's access control mechanism that allows Customer to install, operate, and use the Software.
- 1.9. "License Effective Date" is the effective date of the applicable Order Form as stated therein.
- 1.10. "Order Form" means written or electronic documentation that the Parties use to order and provide the Products and/or Support Services.
- 1.11. "Parties" means references to Forseti and Customer collectively. Each may be referred to individually as a "Party."
- 1.12. "Release" means a Software release that Forseti makes generally available to its customers, along with any corresponding changes to Documentation, that contains enhancements, new features, or new functionality, generally indicated by a change in the digit to the right of the first decimal point (e.g., x.x.x to x.y.x) or to the left of the first decimal point (e.g., x.x.x to y.x.x).
- 1.13. "Schedule(s)" means any or some, as applicable, of (i) Schedule A - Forseti Software Listing ("Schedule A"); (ii) Schedule B - Description of Forseti Support Services.
- 1.14. "Forseti Software" or "Software" shall have the meaning ascribed thereto in Schedule A (Forseti Software Listing).



1.15. "Subscription License" means the license granted to Customer in Article 2 (License Grant; Ownership) hereof to install, access and internally use the Software, and permit Users to access and use the Software on Customer's behalf, solely for Customer's lawful business purposes.

1.16. "Subscription Term" shall have the meaning set forth in Section 9.2 (Subscription Term) hereof.

1.17. "Support Services" means the maintenance and support services for the Software as set forth in Schedule B.

1.18. "Update" means a Software release that Forseti makes generally available to all of its customers, along with any corresponding changes to Documentation, that contains error corrections or bug fixes, generally indicated by a change in the digit to the right of the second decimal point (e.g., x.x.x to x.x.y). All Updates will constitute "Forseti Software" or "Software" for purposes of the End User License Agreement.

1.19. "User" means a Customer employee or pre-approved third party, whether a single person or machine account, that initiates the execution of the Software or interacts with or directs the Software in the performance of its functions.

1.20. "Redacted Data" is data that has had sensitive, personally identifiable information removed and concealed prior to publication, disclosure, or dissemination. "Personally Identifiable Information" or "PII" means a person's first name or first initial and last name in combination with other identifying information as set forth in N.C.G.S. § 75-61(10), which defines "identifying information" by reference to N.C.G.S. § 14-113.20(b) as including: (i) social security or employer taxpayer identification numbers, (ii) drivers license, state identification number card, or passport numbers, (iii) checking account numbers, (iv) savings account numbers, (v) credit card numbers, (vi) debit card numbers, (vii) personal identification (PIN) code as defined in N.C.G.S. § 14-113.8(6), (viii) passwords, and (xiv) parent's legal surname prior to marriage. It shall also include a person's first name or first initial and last name if paired with the last four (4) digits of a Social Security Number, a date of birth, or a mother's maiden name. The following information, standing alone, is also PII: Social Security Number, Special Identification Number, Driver's License Number, Passport Number, Military Identification Card Number, Veteran's Identification Card Number, Tribal Enrollment Number, Alien Registration Number, Financial Account Number, and Biometrics identifiers.

2. License Grant; Ownership

2.1. Software License Grant. Subject to the terms and conditions of the End User License Agreement, Forseti grants to Customer, during the applicable Subscription Term designated on the applicable Order Form, a limited, non-exclusive, non-transferable, and non-sublicensable license to install (only on computer or cellular services owned or otherwise operated and controlled by Customer) and use the compiled object code version of Products solely for Customer's lawful internal business purposes. During the applicable Subscription Term, Customer also has the right to internally use the Documentation for such Products in accordance



with the End User License Agreement and solely for Customer's lawful internal business purposes.

2.2. License Restrictions. Except as otherwise expressly permitted in the End User License Agreement, Customer shall not itself, or through any parent, subsidiary, affiliate, agent or other individual, entity, or third party: (a) sell, lease, license, distribute, disclose, provide access to, disseminate, sublicense or otherwise transfer, in whole or in part, any Products, Feed Service or the Documentation to any third party; (b) incorporate any of the foregoing into any other product or service; (c) install, access, or use any of the foregoing other than as permitted hereunder; (d) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code or proprietary data or intellectual property from the Products or Feed Service; (e) allow any third party other than Customer's employees or pre-approved third parties to access or use the Products or Feed Service or Documentation; provided, however, that Customer shall be liable to Forseti for all acts and omissions of all such employees and pre-approved third parties, including without limitation any and all such acts and omissions, which, if performed or not performed, as the case may be, by Customer, would constitute a breach of or default under the End User License Agreement by Customer; (f) circumvent or disable, or attempt to circumvent or disable, the license keys embedded within the Products; (g) modify or alter, or create derivative works or compilations based upon, the Products, Feed Service, or Documentation; (h) disclose the results of any benchmark test of the Products to any other individual or entity; or (i) change, remove, obscure, or otherwise alter any proprietary rights notices which appear on or associated or in connection with the Products, Feed Service, or Documentation; or (j) disable or bypass any measures that Forseti uses or may use to prevent or restrict access to or use of the Products or Feed Service in excess of, or otherwise not in accordance with, any restrictions or limits on such access and/or use set forth herein or in the applicable Order Form.

2.3. Open-Source Software. Customer acknowledges and agrees that the Products may include individual open-source software components, each of which, along with access thereto and use thereof, is and shall be subject to (i) the copyright and other rights of the respective owners thereof and (ii) the terms and conditions of the applicable open-source license thereto. The foregoing open source software components are licensed to Customer solely under and subject to the terms and conditions of the applicable open source license and all applicable notices of copyright, all of which can be found in the applicable licenses file for such component, the Documentation or other materials accompanying the Products, and Forseti shall have no obligations or liability to Customer or any other individual or entity in connection with any such components.

2.4. Ownership. Notwithstanding anything to the contrary herein, except for the limited license and right expressly granted to Customer in Section 2.1 (Software License Grant) of the End User License Agreement and as between Forseti and Customer, Forseti owns and will own all right, title and interest in and to the Products, Updates, Feed Service, Documentation, and Forseti Confidential Information (collectively, "Forseti Property") and all copies of the foregoing (including, without limitation, all inventions, computer software and related object and source code and all other works of authorship, and other intellectual property included or embodied



therein and all patent, copyright, trademark, trade secret and other intellectual property rights therein and thereto) and all improvements, modifications, derivative works and compilations thereof and thereto. Customer acknowledges and agrees that (i) it is obtaining hereunder only the limited license and right expressly granted to Customer in Section 2.1 (Software License Grant) hereof and (ii) no ownership or exclusive rights of any kind are being conveyed to Customer under the End User License Agreement or otherwise. Notwithstanding anything to the contrary herein or in any Order Form, Customer acknowledges and agrees that Forseti and its Representatives shall own and be free to use and exploit their general skills, know-how, and expertise, and to use, disclose, and exploit any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of their activities under and in connection with this End User License Agreement.

3. Support Services

3.1 Forseti shall provide Support Services free of charge during the applicable Subscription Term designated in the applicable Order Form.

4. Audit; Verification

4.1. During the Term and for one (1) year following any termination or expiration of the End User License Agreement, Forseti and its auditors may inspect and audit Customer's records relating to its reproduction and use of the Products for the purposes of verifying Customer's compliance with the End User License Agreement. Customer shall cooperate fully with Forseti and its auditors in conducting such inspections and audits and provide reasonable assistance. At Forseti's request, Customer will promptly provide Forseti with a Software-generated report verifying that Customer is using the Software in accordance with the End User License Agreement.

5. Limited Warranties

5.1. Limited Software Warranties. Forseti warrants that: (i) the unmodified Software, at the time such Software, or access thereto, as the case may be, initially is made available to Customer, will not contain or transmit any malware, viruses, or worms (otherwise known as malicious computer code or other technology specifically designed to disrupt, disable, or harm Customer's software, hardware, computer system, or network) and (ii) for ninety (90) days after the date on which such unmodified Software, or access thereto, as the case may be, initially is made available to Customer, such unmodified Software will substantially conform to its Documentation. Forseti does not warrant that Customer's use of the Software will be uninterrupted or that the operation of the Software will be error-free. The warranty in this Section 5.1 (Limited Software Warranties) will not apply if Customer modifies the Software or accesses or uses the Software in any way that is not expressly permitted by the End User License Agreement and the Documentation.

5.2. General Warranty. Each Party hereto represents and warrants to the other Party hereto that (i) such Party has, as of the Effective Date, and thereafter at all times during the Term hereof, shall maintain, the legal power and authority to enter into and continue to perform under



the End User License Agreement; (ii) such Party shall, and shall cause all the officers, directors, employees, agents, contractors, representatives, and other individuals and entities (collectively, “Representatives”) acting on behalf of such Party in connection with the End User License Agreement to comply with all applicable laws, rules, and regulations in connection herewith; and (iii) the End User License Agreement and each Order Form shall be executed on behalf of such Party only by one of its Representatives possessing all necessary authority to bind such Party in all respects to the terms and conditions of the End User License Agreement and Order Form.

5.3. Warranty Disclaimer. THE LIMITED WARRANTIES DESCRIBED ABOVE IN THIS ARTICLE 5 (LIMITED WARRANTIES) ARE THE ONLY WARRANTIES FORSETI MAKES WITH RESPECT TO THE PRODUCTS, SOFTWARE, SUPPORT SERVICES, FORSETI CONFIDENTIAL INFORMATION, AND OTHER ASPECTS OF THE END USER LICENSE AGREEMENT, AND EXCEPT TO THE EXTENT OF SUCH WARRANTIES, ALL THE FOREGOING ARE PROVIDED “AS-IS” AND “AS-AVAILABLE.” FORSETI DOES NOT MAKE ANY OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, AND HEREBY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, QUIET ENJOYMENT, NON-INFRINGEMENT, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, PROVIDED BY FORSETI OR ANYONE ELSE WILL CREATE ANY WARRANTY OR CONDITION, EXCEPT TO THE EXTENT EXPRESSLY STATED IN THE END USER LICENSE AGREEMENT.

6. Indemnification

6.1. Customer Indemnification. The Customer shall indemnify and keep indemnified Forseti (including its Affiliates and each of their respective officers, directors, employees, and agents) against all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, loss of opportunity, depletion of goodwill and similar losses) costs, proceedings, damages and expenses (including reasonable legal and other professional fees and expenses) awarded against, or incurred, suffered or paid by Forseti as a result of or in connection with the Customer’s breach of this Agreement or failure to perform any of its obligations under the Agreement.

6.2. Conditions. Forseti must: (a) provide Customer with all reasonable assistance, and (b) give Customer sole control of the defense and settlement of the matter, provided that, unless such settlement unconditionally releases Forseti of all liability, Customer may not settle any matter without Forseti’s written consent, which will not be unreasonably withheld.

7. Forseti Rights

7.1. Redacted Data. Forseti may act, in its sole and absolute discretion, for any reason or for no reason, to resell, disclose, reproduce, distribute, or otherwise use the Software and “Redacted



Data” as defined in section 1.19 herein, in any manner and for any purpose, and to have or permit others to do so.

7.2. Acknowledgement of Credit. Whenever Customer uses the Software or any data and/or information generated from Customer’s use of the software, in any manner or for any purpose, e.g., research initiatives, publications, grants, etc., and makes this information accessible to the public, the Customer shall give credit to Forseti and include a statement acknowledging Forseti as the creator of the Software and/or data and information.

7.3. Press Release. Prior to the Forseti Software being utilized by the Customer, the Customer acknowledges that they will issue a press release naming Forseti as the creator of the software. Future Customer press releases related to the Forseti Software and the Maryland Network Against Domestic Violence LAP Protocol shall also acknowledge Forseti by name.

7.4. If Customer expects to derive a financial gain, advantage, or benefit from its use of the Software or any data and/or information, including, Customer Content and redacted data, Customer shall inform Forseti by written notice of its intent to use the Software and/or data and information. Forseti shall be entitled to compensation for Customer’s use thereof. Both parties agree to enter into a future agreement for the compensation of Forseti prior to the Customer using the Software or any data and/or information, including redacted data, in a way that may lead to financial gain, advantage, or benefit for the Customer.

8. Limitation of Liability

8.1. Consequential Damages Disclaimer. IN NO EVENT WILL FORSETI BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE INSTALLATION OR USE OF OR INABILITY TO USE THE SOFTWARE, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF FORSETI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FORSETI’S AGGREGATE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SOFTWARE OR OTHERWISE SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEE PAID BY CUSTOMER FOR THE SOFTWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

8.2. Forseti is not responsible and assumes no liability for system errors or failures, or faulty transmissions or other telecommunications malfunctions resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed or incomplete computer transmissions, or for any problems or technical malfunction(s) of any network lines, computer on-line systems, servers or providers, computer equipment, or on account of technical problems or traffic congestion on the Internet, or at our Web site, or any combination thereof, including



any injury or damage to the Customer, Customer's computer or any other person's computer related to or resulting from downloading the Software or any other material.

9. Confidentiality

9.1. Definition of Confidential Information. For the purposes of the End User License Agreement, "Confidential Information" means any business, technical, or other data, materials, documents, and other information that either Party discloses to the other Party, in writing, orally, or by any other means, including disclosures like computer programs, code, algorithms, data, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, and product development plans, names and expertise of employees and consultants, and customer lists. For the purposes of the End User License Agreement, the Software Documentation and all source code, object code, data, and other aspects of the Forseti proprietary components of the Software and Feed Service are and will be Forseti's Confidential Information, regardless of whether it is marked as such.

9.2. Personally Identifiable Information. Unless required to disclose by applicable law, Forseti will not disseminate or share any personally identifiable information or client identifying sensitive data entered onto the Forseti software system by the Customer. All personally identifiable information will remain confidential with restricted access granted only to those the Customer deems appropriate or those with a need to know.

9.3. Restrictions on Use and Disclosure. Neither Party will disclose or use the other Party's Confidential Information without the prior written consent of such other Party. In addition, each Party agrees to maintain in confidence and protect the other Party's Confidential Information using at least the same degree of care as it uses for its own information of a similar nature, but in all events at least a reasonable degree of care. Each Party agrees to take all reasonable precautions to prevent any unauthorized disclosure of the other Party's Confidential Information, including, without limitation, disclosing Confidential Information only to its Representatives (i) having a need to know such information for purposes of performing such Party's duties and obligations under, and exercising such Party's rights hereunder in accordance with the terms and conditions of, the End User License Agreement; (ii) who are bound to such Party under appropriate written agreements that impose on such Representatives non-disclosure and restricted use obligations with respect to the other Party's Confidential Information that are at least as stringent as those imposed on such Party herein; and (iii) who are informed of the obligations imposed on such Party under this Article 8 (Confidentiality). Each Party is liable to the other Party for all acts and omissions of such Party's Representatives in connection with the End User License Agreement and all Order Forms, including without limitation any such acts and omissions, which, if performed or not performed, as the case may be, by such Party would constitute a breach of or default under the End User License Agreement or an Order Form by such Party. The foregoing obligations will not restrict either Party from disclosing Confidential Information of the other Party pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that, to the extent not prohibited by such order, requirement, or applicable law, the Party required to make such a disclosure (i) shall give reasonable notice to the other Party to enable such other Party to contest such order or



requirement and (ii) shall reasonably cooperate with such other Party, at such other Party's sole expense, in connection therewith. The provisions of this Article 8 (Confidentiality) will survive the termination or expiration of the End User License Agreement.

9.4. Exclusions. The non-disclosure and restricted use obligations set forth in Article 8 (Confidentiality) will not apply with respect to any Confidential Information that: (i) is or becomes publicly known through no fault of the receiving Party; (ii) is rightfully known or becomes rightfully known to the receiving Party without disclosure, use, or proprietary restriction from a source, other than the disclosing Party, who has a lawful right to disclose it; (iii) is approved by the disclosing Party for disclosure without restriction in a written document which is signed prior to such disclosure by a duly authorized officer of such disclosing Party; or (iv) the receiving Party independently develops without access to or use of the other Party's Confidential Information and (v) Subject to California Public Records Request (CPRA).

10. Term and Termination

10.1. End User License Agreement Term. The term of the End User License Agreement commences on the End User License Agreement Effective Date and will continue in effect until its expiration or termination pursuant to and in accordance with the provisions hereof ("Term"); provided, however, that, if the End User License Agreement expires or is terminated (other than by Forseti pursuant to Section 9.4 (Termination for Material Breach) hereof) before the expiration or termination of any then-current Subscription Term under an applicable then-current Order Form(s), then such Order Form(s) will remain in full force and effect, and the terms and conditions of the End User License Agreement shall remain in full force and effect solely for purposes of, and only to the extent incorporated by reference in, such Order Form(s), subject to the respective terms and conditions thereof; provided further, however, that, for any such termination hereof by Forseti pursuant to Section 9.4 (Termination for Material Breach), Forseti shall have the right, but not the obligation, to immediately terminate any or all then-current Order Form(s) and related Subscriptions without further obligation or liability to Customer. Except to the extent expressly provided otherwise in the End User License Agreement, any and all rights granted to Customer in the End User License Agreement shall terminate immediately upon any termination or expiration hereof.

10.2. Subscription Term. The initial term of each Subscription shall begin on the effective date of the applicable Order Form ("Order Form Effective Date") and, unless terminated earlier in accordance with the provisions hereof or thereof, shall continue for 1 year ("Subscription Initial Term"). Immediately upon expiration of the applicable Subscription Initial Term, the applicable Subscription shall automatically renew for additional consecutive terms of one (1) year each (each a "Subscription Renewal Term" and together with the Subscription Initial Term, collectively, the "Subscription Term"), unless either Party gives the other Party written notice of its intent not to renew the applicable Subscription at least thirty (30) days prior to the end of the then-current Subscription Term. Upon any expiration or termination of the applicable Subscription Term, Customer (i) immediately shall de-install and destroy all Forseti Property (and all copies thereof) in Customer's possession, custody, and/or control or otherwise provided to Customer for all such Subscriptions and (ii) immediately shall cease and desist from, and



cause all its Users to cease and desist from, all access to and use of such Forseti Property for all such Subscriptions and (iii) shall certify in writing to Forseti as to such de-installation, destruction, and cessation promptly after completion thereof.

10.3. Notwithstanding any payment terms in the Licensor's Agreement, the Parties agree that the Customer shall have no payment obligation to Licensor for the term of the contract. Forseti acknowledges and agrees that it is providing a software license to the Customer pursuant to the terms in its License Agreement so long as the mutual obligations and responsibilities set forth in an agreement between Forseti and the Maryland Network Against Domestic Violence and a cooperative agreement between the Maryland Network Against Domestic Violence and the Customer remain in effect.

10.4. Termination of Order Form for Convenience. Either Party hereto may terminate an Order Form, with or without cause, upon at least thirty (30) days prior written notice to the other Party before the end of the then-current Subscription Term(s) designated in such Order Form, at which time all such Subscriptions under such Order Form also shall immediately terminate.

10.5. Termination for Material Breach. Either Party may terminate the End User License Agreement if the other Party materially breaches the End User License Agreement and fails to cure such breach within thirty (30) days after the breaching Party receives written notice thereof from the non-breaching Party. In addition, (i) either Party may terminate the End User License Agreement immediately upon provision of written notice to the other Party of any breach by such other Party of such Party's obligations under Article 8 (Confidentiality) hereof and (ii) Forseti may terminate the End User License Agreement immediately upon written notice to Customer, in the event that Customer breaches any of the terms of the End User License Agreement relating to Forseti's intellectual property, including without limitation any non-compliance by Customer or any of its Representatives with any provision of Article 2 (License Grant; Ownership).

10.6. Effect of Termination. When the End User License Agreement terminates or expires, Customer may not execute additional Order Forms; provided, however, that, except as provided in Section 9.1 (End User License Agreement Term) above in connection with any such terminations by Forseti pursuant to Section 9.4 hereof (Termination for Material Breach), any then-active Order Forms will remain in full force and effect, and the terms and conditions of the End User License Agreement will remain in full force and effect solely for purposes of, and only to the extent incorporated by reference in, any such Order Forms, subject to the respective terms and conditions thereof. Immediately upon the termination or expiration of an Order Form, as to that Order Form: (i) the Subscription Term for any Products provided under such Order Form immediately will terminate; (ii) Customer will no longer have the right to use such Products, and all Subscription Licenses therefor granted in the Order Form will automatically terminate; (iii) Customer must destroy all copies of such Products in its possession or control, and certify in writing to Forseti that it has done so; and (iv) Customer will promptly return to Forseti (or, if Forseti requests it, will destroy) all Confidential Information of Forseti provided to Customer. Notwithstanding the foregoing, Customer may continue to access the Software for ninety (90) days after such termination or expiration for the sole purpose of removing Customer Content



from the Software; provided, however, that in no event shall Customer use any Products on a production basis during that time.

10.7. Survival. The following provisions of the End User License Agreement shall survive any termination or expiration hereof: Section 2.4 and Articles 1, 4, and 6-10. In addition, any terms and conditions of the applicable Order Form, which by their nature reasonably should survive, will survive the termination or expiration of such Order Form.

11. General Provisions

11.1. Forseti may assign its rights, duties, and obligations pursuant to this Agreement to any entity (i) with which Forseti is affiliated, (ii) into which Forseti may be merged or reorganized or (iii) to which all or a portion of Forseti's capital stock, equity securities, or assets may be sold or assigned.

11.2. Assignment. Neither Party may assign or otherwise transfer the End User License Agreement, in whole or in part, without the other Party's prior written consent, such consent not to be unreasonably withheld, and any attempt to do so will be null and void, except that Forseti may assign or otherwise transfer the End User License Agreement, in whole or in part, upon notice to Customer but without Customer's consent, in connection with a merger, acquisition, corporate reorganization, consolidation, or sale of all or substantially all of Forseti's business or assets relating to the subject matter hereof. A change of control of a Party shall constitute an assignment by such Party for purposes of this Section 10.3 (Assignment).

11.3. Notices. Unless otherwise stated herein, any notice, request, demand or other communication under the End User License Agreement must be in writing (e-mail is acceptable), must reference the End User License Agreement, and will be deemed to be properly given: (i) upon receipt, if delivered personally; (ii) one (1) business day following confirmation of receipt by the intended recipient, if by e-mail; (iii) five (5) business days after it is sent by registered or certified mail, with written confirmation of receipt and email; or (iv) three (3) business days after deposit with an internationally recognized express courier and email, with written confirmation of receipt. Notices can be sent to the address(es) set forth in the End User License Agreement, unless a Party notifies the other Party that those addresses have changed.

11.4. Force Majeure. Forseti will be excused from all failures and delays in connection with performing its obligations hereunder, as well as all liability associated therewith, arising from or relating to any causes or events beyond its reasonable control, including without limitation acts of God, natural disasters, strikes, lockouts, riots, acts of war, epidemics, governmental orders or power, telecommunication or network failures.

11.5. Entire Agreement. The End User License Agreement, including each and every Order Form and all Schedules, constitutes the entire agreement and understanding of the Parties with respect to its subject matter, and supersedes all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties with respect thereto. The terms or conditions of any document that Customer submits to Forseti that contains terms that differ from,



conflict or are inconsistent with, or are in addition to the terms of the End User License Agreement or any Order Form, or Schedule will be void and of no effect.

11.6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona (without reference to the conflict of law provisions).

11.7. Amendments; Order of Precedence. Forseti reserves the right to amend the End User License Agreement at any time and will update the terms and conditions thereof in the event of any such amendments. Each such amendment will take effect immediately upon the applicable update by Forseti, and Customer's continued use of any Forseti Property after such amendment takes effect shall constitute Customer's acceptance of such amendments. In the event of a conflict or inconsistency between the terms and conditions of the End User License Agreement and those of an Order Form, the Order Form will govern to the extent of such conflict but only with respect to the specific details of that Order Form. Otherwise, the End User License Agreement will govern with respect to any such conflict or inconsistency, and no amendment of the terms and conditions of the End User License Agreement or any Order Form will be binding upon Forseti unless such amendment (i) arises from the exercise of Forseti's right in the first sentence of this Section 10.7 (Amendments) or (ii) otherwise is set forth in a writing that is executed by the Parties' respective duly authorized representatives.

11.8. Severability. If any provision of the End User License Agreement is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the Parties agree to permit such court to modify or reform the End User License Agreement to resolve such issue while giving as much effect as possible to the Parties' original intent with respect to the legal and non-legal effect of that provision. Any provision hereof that cannot be modified or reformed in this manner automatically will be deemed deleted here from, and the remaining provisions of the End User License Agreement will continue in full force and effect.

11.9. No Third-Party Beneficiaries. Unless otherwise expressly and specifically stated herein, the terms of this End User License Agreement are intended to, and shall, be solely for the benefit of Forseti and Customer and do not create any rights in favor of any third party.

11.10. Titles Not to Affect Interpretation. The titles of Sections contained in this Agreement are for convenience only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation thereof.



SCHEDULE A

Forseti Software Listing

- Honest Assessment Response Tool (H.A.R.T.) Domestic Violence Lethality Assessment Tool (Web & Mobile)
- Forseti Referral & Alert System (FRAS)
 - Alerts
 - Teams
 - Service Providers
- Audit Logs

SCHEDULE B



Description of Forseti Support Services

Training – 6+ hours of training (in person / zoom / telephonically).

Installation – Initial installation of the software via Forseti’s Amazon Web Services Government Cloud.

Maintenance - Ongoing monitoring and upkeep of the software including software updates.

Number of Users –2+ administrative users and 5+ regular users. Everyone accessing the Forseti Software Listing **MUST** have their own unique username and password, issued by the Client, and **CANNOT** share login credentials.

Signature Page



We look forward to a productive relationship!

Sincerely,

Forseti, LLC

Name:

Title:

Date:

AGREED TO BY:

City of Toppenish Public Safety Division of Police and Fire

Name: Dan Ford

Title: City Manager

Date: 04/14/2025