

Walton County Department Agenda Request

Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Tammy Kirk**

Meeting Date Request: **07/11/23**

Has this topic been discussed at past meetings?

If so, When?

TOPIC: **Talitrix Inmate watch monitoring**

Wording For Agenda: **Talitrix agreemnt for inmate monitoring**

This Request: Informational Purposes Only Needs Action by Commissioners* **yes**

*What action are you seeking from the Commissioners? **Acceptance**

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of agreement**

Is review of this request or accompanying documentation by the County Attorney required? **yes**

If so, has a copy of the documentation been forwarded to County Attorney? **yes**

Date forwarded to County Attorney: **06/02/23**

Has the County Attorney review been completed? **No, pending language changes**

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Statement of Work- No. One
Outside the Walls
Walton County Sheriff's Office
Walton County Georgia

This Statement of Work No. 1 ("**SOW**") is made a part of and appended to that certain Master Tracking Services and Subscription Agreement between Talitrix, LLC and the Walton County Sheriff's Office (the "**Agreement**"). Capitalized terms used but not otherwise defined in this SOW are as defined in the Agreement.

1. **Scope of Tracking Services.** Talitrix will provide to the **Walton County Sheriff's Office** ("Customer") an offender Tracking solution. The solution will comprise a Software - based database and tracking/reporting system, and wearable tracking devices to be worn by participating offenders, "(hereinafter "Solution".)
2. **Software.** The System will include the following Software modules:
 - a. **Foundation** – web-based platform that will provide profile information, flight tracker view and notifications of violations.
3. **Hardware.** The following Hardware will be provided by Talitrix as part of the System:
 - a. Wearable Tracking wristbands ("**Wearables**") for deployment on participating offenders "(hereinafter "Participants")". having the following characteristics/functionality:
 - i. Tamper-proof Wearables, with removal detection protections, which may only be removed by authorized correctional officers or on-Site Talitrix personnel in possession of specialized removal tools.
 - ii. Biometric readers for heart rate;¹
 - iii. GPS Locations every 1-2 minutes.
 - iv. Charging systems for Wearables.
 - v. Band Lock removal tools
 - b. Upon termination of this SOW, all Hardware shall be returned to Talitrix within 30 days.

4. Training Services

Talitrix will provide the necessary training to Customer personnel prior to provision of its services. If required, Talitrix can provide training to other Customer personnel via remote interactive webinar and/or at a central facility as the program expands at no charge to the Customer. Customer also agrees to assist with the program change-over and

¹ Customer acknowledges that the Wearables are not certified as medical devices and should not be considered as such.

implementation of Talitrix Products and Services.

5. Maintenance Services

Customer personnel will be instructed on how to properly maintain the Talitrix Equipment during the training sessions. Any maintenance concerns that cannot be corrected by Customer staff will be forwarded to Talitrix 's Case Management Center for further investigation.

6. Hours of Operation

Talitrix 's Participant tracking software operates 24 hours a day, 7 days a week, 365 days a year, and is fully supported by our Case Management Center 24 hours a day, 7 days a week, 365 days a year. Our notification center can be contacted at 678-799-7677

7. Reports

For report and activity information, the Customer will be able to access a Portal 24 hours a day seven days a week.

8. Record Retention

All notification activity and reports remain accessible for a period of eight (8) years. Retrieval of current client activity records is accessible immediately, while retrieval of records that may have been archived may require a minimum of 72 hours to retrieve and deliver to Customer personnel. Talitrix will make the data available at the request of the Customer and all data will be backed up on a regular basis.

9. TALITRIX EQUIPMENT

As required by this Agreement, upon the Customer's written request from time to time, Talitrix will provide to the Customer Talitrix Equipment solely for Customer's use in connection with the Services. Talitrix will Work with customer to maintain a sufficient level of Talitrix components necessary to support their deployment levels "(hereinafter "Par Level)". Par levels will be reviewed quarterly and adjusted as needed to support WCSO activities. It will be the Customer's responsibility to notify Talitrix of all Talitrix Equipment installations and removals in order to maintain a correct billing record. Talitrix will not be responsible if the Customer fails to report a Participant deactivated from the program on the required date, thus incurring additional charges. Customer will be responsible for checking the active/inactive client counts daily to ensure accuracy. However, Talitrix will work with the Customer, through the customer's assigned Account Manager, to develop procedures that minimize inaccuracies and correct issues upon occurrence.

The Customer will be responsible for the Talitrix Equipment. Any lost or damaged Talitrix

Equipment, above the allotted contractual amount, will require reimbursement to Talitrix at the rates as outlined under the Statement of Work Lost/Damaged/Stolen Equipment Schedule.

10. CUSTOMER RESPONSIBILITIES

Customer acknowledges that the Solution is merely one tool designed to assist Customer in performing Customer's obligation to supervise and monitor Participants. Talitrix neither assumes such obligations nor guarantees that the Solution alone is sufficient for Customer to carry out Customer's legal obligations with respect to Participants. The customer is solely responsible for the lawful, proper, and efficient supervision or monitoring of each Participant. This includes, but is not limited to, implementing and maintaining layered, varied or multiple means of supervising or monitoring Participants, providing complete Participant information forms to Talitrix 's Case Management Center, maintaining a reasonable inventory for future participants, as well as keeping an appropriate record of all Talitrix Equipment in use including alleged problems with any units.

Deployment/Setup/Administration

Customer is responsible for the following actions and providing the listed documentation as a part of the account set up and maintenance process:

Install (Definition): Install of a Talitrix systems consists of; creation of a participant account on the talitrix system, upload of any require court documents and install forms, assignment of a Talitrix band to the participant. Affixing the Talitrix to the wrist of the participant. Locking the Band to the participants wrist. Activating tracking of the locked band.

Documents required for Installation of Talitrix Solution: Either a Bond Document, Sentencing Probation document or Court Order/Electronic Monitoring req. Signed Participant Agreement. Optionally, Talitrix agency onboarding form or Book in form from the jail. Any of the above listed documents need to be uploaded to the Talitrix system under the participant's provide>Documents folder.

Post installation: Updates to Court orders, Updated to Participant profile, Victim information. As changed are made to the participants court orders those documented should be added to the participants documents folder.

Holds: Before an installation is scheduled, it is good practice to verify that the participant does not have any holds in any other county. If there are holds, the county must be contacted, and a time frame established for the participant to have the band installed after release. (TBD). At times changes to bond language may be necessary to ensure release otherwise, the band will be cut at the holding agencies' jail.

Locations Installs will be performed at: Installs will be at WCSO locations, or the jail of the bonding jurisdiction or other locations as deemed necessary by the WCSO.

Notice Period: If Talitrix is responsible for doing installations, (ex. a 48-hour window will be given for the band to be put on once registration is completed) (unless otherwise stated by Jurisdiction), and it has been verified that there are no holds in any other county.

Jail Access and contact information: A primary point of contact must be established at the jail. This person will be responsible for creating the participants' profile and obtaining any necessary documents. If they are doing installations, they must be trained on the installation and removal of the band.

Zone/curfew set up: Customer will be responsible for setting and managing zones and curfews inside the Talitrix system. Zones and Curfews can be set up into the following: Home Curfew, School Curfew, Work Curfew, Inclusion Zone, Exclusion Zone and Victim Zone. For a violation zone to be created, it should be stated in the Bond Order and contain an address. If there is a specific curfew, it should also be specified in the Bond Order.

Participant profile set up: Customer is responsible for all participant profile creation inside the Talitrix system.

Activation and Billing: Customer will be responsible for handling all installs, replacements, and removals of the Talitrix system. Billing begins when profile is marked "Active" in the participant profile page and stops when the profile is inactivated. Talitrix bands are not field repairable so removed devices in need of repair need to be sent back to Talitrix for testing and refurbishment. Damaged bands may result in a replacement charge to the customer under the payment terms.

Band replacement: Customer is responsible to all band removals and replacements. The band is first unlocked, uninstalled and unassigned within the TApp before physical removal.

Parts/consumables: Customer is responsible for handling parts replacements as needed by participants. Charging blocks, power cords, locking sets, and battery packs are the primary consumables. Talitrix will maintain a 20% inventory to replace any hardware needing replacement. Reorders are handled by emailing your assigned Talitrix Account Manager. Customer will not be charged for replacement of consumable items used in the normal course of business. Talitrix reserves the right to charge customers under the Pricing outlined in section 11 below for any determined to have been lost, stolen or damaged.

Out of State: If a participant will be living out of the state, the Jurisdiction in which the participant has charges must mandate that the participant return to the appropriate Jurisdiction for any repairs, replacements, or off-boarding of a band.

Communication: communication protocol must be established for our Case Management. Key Performance Indicators for incident response; This includes but is not limited to, a non-emergency 911 number, a supervisor and any emails or phone numbers that need to be contacted for each violation. It is the responsibility of the Customer to ensure Talitrix Case Management has the correct and up to date contact data to execute of the established communication protocols.

Auto notifications: Auto Notifications can be turned on by any supervisor that has access to the TApp. There are the options to select email and text notifications. This feature is customizable so that a Jurisdiction can receive notifications that are of high importance to their program. Talitrix will discuss Walton County's Communications requirements during initial training and will document the agreed upon plan in writing shared between both parties. The Communication plan can be edited at any time as needed by the client to meet their specific agency needs.

Talitrix recommends turning on auto notifications only for Victim, Excluded, Dead Battery and Tamper alerts.

Communication Plan for: _____SAMPLE PLAN_____

Violation/Event	Talitrix Responsibility
Victim Zone Violation	Case mgmnt to contact Primary Point of Contact for participant department by PHONE and TEXT
Exclusion/Inclusion Violation	Case Mgmnt to contact Primary Point of Contact for participant department by TEXT
Curfew Violation (Home, Work School)	Auto Notification Only (if set up by supervisor) And include in Talitrix reporting
Band Tamper Violation	Case Mgmnt to contact participant and attempt to validate tamper. If participant responds and is cooperative, attempt to identify problem, notify _____ of a replacement requirement and document in Tapp Case. If participant does not respond, contact Primary Point of Contact for participant department by TEXT and TEXT
Dead Battery Violation	Case Mgmnt to contact Primary Point of Contact for participant department by TEXT and TEXT Dir
Low Battery Notification	Auto Notification Only (if set up by supervisor) And include in Talitrix reporting
Location Reporting Broken	Auto Notification Only (if set up by supervisor) And include in Talitrix reporting

11. Price.

Walton County Sheriff's office shall pay the daily rate listed below for all active Talitrix systems on their account, monthly.

- a. Talitrix shall charge \$5.00 per day per offender. This pricing includes the deployment of the Talitrix system by Walton County Sheriff's Officers and personnel.**

TALITRIX MASTER SERVICES AGREEMENT – Statement of Work

There is no minimum monthly requirement of active Talitrix systems required under this agreement.

Lost/Damaged/Stolen/Replacements

Talitrix shall invoice WSCO participants for any Lost or damaged equipment while on the system. Talitrix will invoice participants prior to replacements being supplied. Failure to replace damaged or missing Talitrix equipment may result in a loss for tracking of the participant and a violation of their bond conditions.

Walton County Sheriff's office agrees to assist Talitrix in collections activities by assisting in the collection of payment information from participants and or contacting them to aid in the collection. If a participant is unable or unwilling to pay for replacement equipment needed to maintain tracking, and the Walton County Superior Court required the participant to remain on the system, the Walton County Sheriff agrees to pay for any such required equipment for the remainder of the duration that participant is on the Talitrix system.

Lost/Damaged/Stolen/Replacements of the Talitrix band shall be as follows:

- i. Band - \$400
- ii. Charging cord and block -\$20
- iii. Battery pack -\$40
- iv. Locking Clasp: \$5
- v. Removal tool kit: TBD

12. SOW Term.

This SOW will be effective as of the date of its execution and for a period of 12 months following the date on which the System becomes fully operational. It will renew automatically unless either Party notifies the other Party of its intent to terminate at least sixty (60) days prior to the expiration date of the then-current term. SOW terminates upon termination of the Agreement. Specifics of these terms can be edited upon mutual agreement by both parties as needed.

13. Transition.

Upon termination of this SOW, unless otherwise agreed by the Parties, all Wearables, as well as any Hardware and infrastructure shall remain the property of Talitrix and shall be returned to Talitrix within 30 days following such termination.

Talitrix shall provide no further services following termination except pursuant to an effective SOW. Unreturned equipment will be billed to the county at the itemized rates listed above.

Signature page to follow.

WITH INTENT TO BE BOUND, Talitrix and Subscriber, by signature of their authorized representatives, have executed this Agreement as of the Effective Date.

Accepted and agreed to by:

Talitrix, LLC

Signature: _____

Name: _____

Title: _____

Accepted and agreed to by:

Walton County Sheriff's Office

Signature: _____

Name: _____

Title: _____

MASTER SERVICES AGREEMENT

This Master Services Agreement, together with one or more Service Orders signed by the parties (collectively, this "**Agreement**"), is entered into as of *the last* ("Effective Date") by and between Talitrix, Inc, a Georgia corporation, or its designated Affiliate as specified in a Service Order or invoice ("Talitrix", "We", "Us", "Our") and Walton County Sheriff's Office with offices at 1425 South Madison Avenue, Monroe, GA 30655 ("Subscriber", "You", "Your").

The parties agree as follows:

1. DEFINITIONS

1.1 "Affiliate" means any entity that, directly or indirectly, controls, is controlled by or is under common control with such entity (but only for so long as such control exists), where "control" means the ownership of more than 50% of the outstanding shares or securities representing the right to vote in the election of directors or other managing authority of such entity.

1.2 "Agreement" means this Talitrix Services Agreement and any Service Orders you enter into with us.

1.3 "Authorized User" means your employee, your Affiliate's employee, or a Permitted Third Party's employee for whom you create a unique user name and password under your account.

1.4 "Client Software" means software components to be installed on your, your Affiliates', or your Authorized Users' computer systems or devices.

1.5 "Device" means the wearable positioning or tracking bands, mobile devices, base stations, beacons, connectivity transmitters (e.g., radio frequency, Wi-Fi, Bluetooth, GPS, etc.), positioning sensors, routers/switches, or other hardware, and associated firmware and Updates on any of them, that, in each foregoing case, works with the Services and is shipped you by us or on our behalf.

1.6 "Documentation" means our user documentation, in all forms, relating to the Service (e.g., user manuals, on-line help files, etc.).

1.7 "Permitted Third Party" means an entity under contract with you or your Affiliates who needs to access the Service to perform its obligations to you or your Affiliates and who is not our competitor.

1.8 "Professional Services" means the professional services specified in a Service Order, potentially including but not limited to implementation services, consulting, and training services.

1.9 "Service" means the service identified in the Service Order, as we may modify the service from time to time in our discretion, including any associated Client Software provided by us to you; provided, however, we will not make any modification to the Service during the term of a Service Order that materially reduces the functionality thereof.

1.10 "Service Order" means an ordering document or statement of work entered into between you and us specifying the services to be provided thereunder, including any addenda and supplements thereto. By entering into a Service Order under this Agreement, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party to the Agreement.

1.11 "Subscriber Data" means any data uploaded into the Service by you or an Authorized User, data collected by a Device, or data otherwise provided by you or your Authorized Users for processing by the Service in accordance with this Agreement.

1.12 "Subscription Fees" means the fees for the Service specified in the Service Order.

1.13 "Technical Support Services" means our then-current technical support services offering for the Services and Devices, each as may be further described in a Service Order.

1.14 "Updates" means maintenance releases, error corrections, additions, changes, modifications, extensions, new versions and new release of software or firmware, excluding new products, services, features or functionalities we elect to sell separately.

2. FREE TRIALS

2.1 Free Trials. From time to time, we may offer versions or trials of the Services or Professional Services for a specified period of time without payment or at a reduced rate (e.g., at cost) (each, a "Free Trial"). If you purchase Services or Professional Services via a Service Order as a Free Trial, we will provide such Professional Services and make the Services available to you under the Free Trial until the earlier of (a) the end of the Free Trial period set forth in the Service Order, or (b) the start date of any Service subscription ordered by you for such Service, or (c) termination by us in our sole discretion. Additional Free Trial terms and conditions may be set forth in the applicable Service Order. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. We reserve the right, in our absolute discretion, to determine your eligibility for a Free Trial, and, subject to applicable laws, to withdraw or to modify a Free Trial

at any time without prior notice and with no liability, to the greatest extent permitted under law. ANY DATA YOU ENTER INTO THE SERVICE, AND ANY CONFIGURATION CHANGES MADE TO THE SERVICE OR DEVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICE AS THOSE COVERED BY THE FREE TRIAL OR EXPORT SUCH DATA, BEFORE THE END OF THE FREE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CONFIGURATION CHANGES MADE DURING THE FREE TRIAL TO A FREE VERSION OF THE SERVICE, UNLESS THE DATA ENTERED OR CONFIGURATION CHANGES ARE TO FEATURES AVAILABLE IN THE FREE VERSIONS; THEREFORE, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

2.2 Inapplicable Provisions. NOTWITHSTANDING SECTION 10 (WARRANTIES AND DISCLAIMER), BETA VERSIONS, AND FREE TRIALS OF THE SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY. SECTION 11 (INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION) DOES NOT APPLY TO, AND SECTION 13.2 (CAP ON LIABILITY) DOES NOT LIMIT YOUR TOTAL LIABILITY WITH RESPECT TO FREE TRIALS OF THE SERVICE OR PROFESSIONAL SERVICES.

3. USE OF THE SERVICE

3.1 Use of the Service. Subject to the terms and conditions of this Agreement, we grant to you and your Affiliates a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in this Agreement) right during the applicable Subscription Term to use the Service solely in connection with the Device(s) and your internal business operations. Your and your Affiliates' rights to use the Service are subject to any limitations on use of the Service based on the version of the Service you purchase (e.g., applicable usage limits) and if and as set forth in the Service Order (collectively, the "Scope Limitations") and your rights to use the Service are contingent upon your compliance with the Scope Limitations and this Agreement. As part of the Service, we may provide you and your Affiliates with Client Software, which you and your Affiliates may install on your computer system or other devices and use solely to upload Subscriber Data into the Service. You are solely responsible for your conduct (including by and between all users), the content of Subscriber Data, and all communications with others while using the Service. You acknowledge that we have no obligation to monitor any information on the Service, but we may remove or disable any information that you make publicly available on the Service at any time for any reason or for no reason at all. We are not responsible for the availability, accuracy, appropriateness, or legality of Subscriber Data or any other information you may access using the Service.

3.2 Use of the Documentation. Subject to the terms and conditions of this Agreement, we grant to you and your Affiliates a limited, worldwide, non-exclusive, non-transferable (except as explicitly permitted in in this Agreement) right 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 Service in accordance with this Agreement.

3.3 Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, you will not, and will not permit or authorize your Affiliates or third parties to: (a) rent, lease, or, except as explicitly set forth in this Agreement, otherwise permit third parties to use the Service or Documentation; (b) use the Service to provide services to third parties as a service bureau or in any way that violates applicable law; (c) circumvent or disable any security or other technological features or measures of the Service, or attempt to probe, scan or test the vulnerability of a network or system, or to breach security or authentication measures; (d) upload or provide for processing any information or material that is illegal, defamatory, offensive, abusive, obscene, or that violates privacy or intellectual property rights of any third party; (e) use the Service to harm, threaten, or harass another person or organization; or (f) send, store, or distribute any viruses, worms, Trojan horses, or other disabling code or malware component harmful to a network or system. You will not copy, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of any Client Software or provide, disclose, or make any Client Software available to any third party, except that you may make one copy of Client Software solely for backup and archival purposes. You will neither alter nor remove any trademark, copyright notice, or other proprietary rights notice that may appear in any part of the Documentation or any Client Software and will include all such notices on any copies. You will ensure that your Affiliates and Permitted Third Parties comply with this Agreement. You will be directly and fully responsible to us for their conduct and any breach of this Agreement by them. We reserve the right to deactivate, change, or require you to change your user ID and any custom or vanity URLs, custom links, or vanity domains you may obtain through the Service for any reason or for no reason. We may exercise such right at any time, with or without prior notice.

3.4 Reasonable Use. Our ability to provide the Services is conditioned on your Reasonable Use of the Services and Devices. "Reasonable Use" means: (a) with respect to the Service, use of the Service (i) at a level not to substantially exceed the average usage of all customers of the Service as determined on an hourly, daily or monthly basis and (ii) that in Talitrix' reasonable discretion does not degrade the Service or impact our other customer's ability to access and utilize the Service; and (b) with respect to Devices, misapplication, misuse, modification, unauthorized installation, improper use with other software, damage, or negligence. Neither the Service nor the Devices are not intended to be, and shall not be, used with equipment, systems, or non-Talitrix approved applications that drive continuous heavy traffic or data sessions. We reserve the right to throttle down or otherwise limit the transfer of data by any Device if usage by a Device restricts, inhibits, disrupts, degrades or impedes our ability to deliver and monitor the Service, backbone, network nodes, and/or other network services provided, however, we shall notify you in advance of such action and the parties shall work together in good faith to resolve the issue prior to Talitrix taking any such action. Notwithstanding the foregoing, we reserve the right to take unilateral action

and immediately throttle down or otherwise take any and all actions, including termination or suspension of the offending Device, limiting throughput or amount of data transferred by you, or requiring you to pay additional fees, if Talitrix reasonably believes interference or material impairment to Talitrix' network is imminent and immediate action is necessary, until such issue is resolved.

3.5 Authorized Users Only. This Agreement restricts the use of the Service to Authorized Users, up to the number of users specified in the Service Order. An Authorized User account must not be shared among users. Additional Authorized Users may be added by paying the applicable fees to us at our then-current rate or as otherwise specified in a Service Order. The Authorized Users who are employees of Permitted Third Parties may access and use the Service solely to perform the Permitted Third Party's contractual obligations to you subject to the use limitations set forth in this Agreement. As part of the registration process, you may be asked to identify your company and other Authorized Users who should be associated with your account. You will not misrepresent the identity or nature of the company or Authorized Users who should be associated with your account. We may reassign the domain name associated with your account and change the way you access the Service at any time in our sole discretion. You are responsible for maintaining the confidentiality of your login, password, and account and for all activities that occur under your login and account, including the activities of Authorized Users.

3.6 Protection against Unauthorized Use. You will, and will ensure that your Affiliates and Permitted Third Parties use reasonable efforts to prevent any unauthorized use of the Service or Documentation, and you will immediately notify us in writing of any unauthorized use that comes to your attention. If there is unauthorized use by anyone who obtained access to the Service or Documentation directly or indirectly through you, your Affiliate, or a Permitted Third Party, you will take all steps reasonably necessary to terminate the unauthorized use. You will cooperate and assist with any actions taken by us to prevent or terminate unauthorized use of the Service or Documentation. We may, at our expense and no more than once every 12 months with reasonable notice, appoint our own personnel or an independent third party to verify that your use of the Service complies with the terms of this Agreement.

3.7 Beta Versions. From time to time, we may make available for you to try, at your sole discretion, certain functionality related to the Service, which is clearly designated as beta, pilot, limited release, non-production, or by a similar description (each, a "Beta Version"). Beta Versions are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. We may discontinue Beta Versions at any time in our sole discretion and may never make them generally available. We have no liability for any harm or damage arising out of or in connection with a Beta Version.

3.8 Reservation of Rights. We retain all right, title, and interest in and to the Service, Client Software and Documentation and all related intellectual property rights, including without limitation any modifications, updates, customizations, cards, apps, or other add-ons. Your rights to use the Service, Documentation, and Client Software are limited to those expressly set forth in this Agreement. We reserve all other rights in and to the Service, Client Software, and Documentation.

3.9 Service Availability. We perform and maintain regular database backups according to the retention policy appropriate for the particular system. We incorporate database and system maintenance operations and processes designed to address data consistency, indexing, and integrity requirements that also help improve query performance. We have implemented and will maintain commercially reasonable measures intended to avoid unplanned Service interruptions. We will use commercially reasonable efforts to notify you in advance of planned Service interruptions. In the event of an unplanned Service interruption, you may contact us for Technical Support Services, as described in this Agreement. The Service depends on the availability of the Subscriber Data from you and third-party data providers. You are responsible for making the Subscriber Data available that is necessary for us to provide the Service.

4. PROFESSIONAL SERVICES AND TECHNICAL SUPPORT SERVICES

4.1 Professional Services. You may contract with us to perform Professional Services. The specific details of the Professional Services to be performed will be determined on a per-project basis, and the details for each project will be described on the Service Order. Unless otherwise specified in the applicable Service Order, any unused portion of the Professional Services and training will expire and may not be carried over after 12 months from the Service Order effective date.

4.2 Changes to Professional Services. You may reasonably request in writing that revisions be made with respect to the Professional Services set forth in a Service Order. If your requested revisions materially increase the scope of the Professional Services or the effort required to perform the Professional Services under the Service Order, then we will deliver to you a written proposal reflecting our reasonable determination of the revised Professional Services, delivery schedule, and payment schedule, if any, that applies to the requested revisions. If you approve the proposal, then the parties will execute an amendment to the Service Order. Otherwise, the then-existing Service Order will remain in full force and effect, and we will have no obligation with respect to the relevant change requests.

4.3 Technical Support Services. During an Order Term, as set forth in a Service Order, we will provide you with the applicable Technical Support Services for the version of the Service to which you are subscribed so long as you are current in payment of the Subscription Fees (if applicable). You are responsible for providing support to Permitted Third Parties.

4.4 Your Responsibilities. You will provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources reasonably necessary to enable us to perform the Professional Services and Technical Support

Services. You acknowledge that our ability to provide Professional Services as described in the Service Order and Technical Support Services may be affected if you do not meet your responsibilities as set forth above.

4.5 Feedback and Other Content. The Service may permit the submission of, or you, your Affiliates, and Permitted Third Parties may otherwise provide, feedback, technical support information, suggestions, enhancement requests, recommendations, and messages relating to the use, feature, functions or operation of the Service. You grant to us a royalty-free, fully paid, non-exclusive, perpetual, irrevocable, worldwide, transferable license to display, use, copy, modify, publish, perform, translate, create derivative works from, sublicense, distribute, and otherwise exploit such content without restriction.

5. DEVICES

5.1 Use. During the Order Term, subject to commercial availability and your timely payment and full compliance with the terms of the Agreement, we will deliver to you Devices pursuant to the applicable Service Order that can be used with Services in accordance with the Documentation.

5.2 Shipment; Risk of Loss. You will be responsible for shipping and insurance from such shipping point to the delivery locations stated in the Service Order.

5.3 Additional Orders. We will provide to you the Devices pursuant to the applicable Service Order and the terms of the applicable Service Order. You may order additional Devices by providing us with a written request or purchase order, so long as such Device is commercially available. All additional purchase orders must be in writing and accepted by us. Once accepted by us, additional purchase orders will become part of and are incorporated into the applicable Service Order and are subject to the terms and conditions set forth in the Agreement.

5.4 Wireless Carrier and Mobile Device Charges. You are responsible for paying for: (a) any additional data charges imposed by a wireless carrier for over the air Updates or related to use of the Services that is not consistent with Reasonable Use; and (b) compatible mobile devices and support for such mobile devices (and such costs and services are not included in the fees or in this Agreement).

5.5 Lost Devices. The Devices will at all times remain our property. Unless we provide written instructions otherwise, you are solely responsible for the collection and return of Devices within 30 days from the earlier of (a) termination or expiration of the applicable Service Order pursuant to which the Device was provided, (b) notice of a product recall from us, or (c) the expiration or termination of this Agreement. You must immediately notify us in writing if a Device is lost, stolen, or damaged (each, a "Lost Device"). We will invoice you, and you will pay to us, the full replacement cost, plus a twenty-five (25%) restocking fee, for each Lost Device (the "Lost Device Fee"). Any Device that is not returned to us in the same condition in which it was provided by us (normal wear and tear excepted), or that is not returned to us within 30 days of the date on which it was to be returned, will be deemed a Lost Device. You will not be eligible for a refund or credit for any amount paid for a Lost Device that is subsequently recovered.

5.6 Updates. We will, when reasonably practical, cause Updates to automatically install over the air to the Device firmware.

5.7 Recalls. We may elect from time to time to institute Device recalls, in our sole discretion. You shall fully cooperate with us in facilitating any Device recall, including, without limitation, by granting Talitrix sufficient access to your facilities to permit us to uninstall and remove any recalled Devices and providing us with requested information regarding who used a recalled Device.

6. FEES AND PAYMENT

6.1 Fees and Payment Terms. Unless otherwise specified in a Service Order, the Subscription Fees for the initial subscription term and Professional Service fees set forth in the Service Order are due upon execution of the Service Order. After the initial subscription term, Subscription Fees will be invoiced annually at the then-current rate for the Service or as otherwise specified in a Service Order, at least 30 days in advance of the start of each renewal period. Fees for additional Service quantities and Professional Services will be invoiced at the time of order, unless otherwise agreed in writing by the parties. You will pay all amounts in full within 30 days after the invoice date. The charges in an invoice will be considered accepted by you unless we are notified of a good faith dispute in writing within 15 days of the date of the invoice. Unless expressly provided otherwise in a Service Order, all amounts payable under this Agreement are denominated in United States dollars, and you will pay all such amounts in United States dollars.

6.2 Late Payment. 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 monthly from the date due until the date paid. You will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by us to collect any amount that is not paid when due. Amounts due from you under this Agreement may not be withheld or offset by you against amounts due to you for any reason.

6.3 Taxes. The fees stated in a Service Order do not include local, state, federal, or foreign taxes (e.g., value-added, sales, or use taxes), or fees, duties, or other governmental charges resulting from this Agreement other than taxes on Talitrix's income ("Taxes"). You are responsible for paying all applicable Taxes. If we determine that we have the legal obligation to pay or collect Taxes, we will add such Taxes to the applicable invoice and you will pay such Taxes, unless you provide us

with a valid tax exemption certificate from the appropriate taxing authority. If a taxing authority subsequently pursues us for unpaid Taxes for which you are responsible under this Agreement and which you did not pay to us, we may invoice you and you will pay such Taxes to us or directly to the taxing authority, plus all applicable interest, penalties and fees.

6.4 Future Functionality. Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

7. TERM AND TERMINATION

7.1 Term. This Agreement shall commence on the Effective Date and shall continue unless earlier terminated as expressly provided in this Agreement. Unless otherwise specified on the Service Order, an Order Term shall commence upon the effective date of the applicable Service Order and shall continue for twelve (12) months thereafter. In the event you place additional Service Orders for the same Service, we may adjust the duration of the additional Order Terms to co-terminate with the Order Terms for that Service. Each Order Term is non-cancelable, and upon expiration shall automatically renew for additional annual terms at our then current rates, unless either party provides the other with no less than sixty (60) days prior written notice of its intent to not renew. This Agreement shall terminate upon the termination or expiration of all Service Orders entered by the parties pursuant hereto.

7.2 Termination. 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. A breach of this Agreement by your Affiliate, or a Permitted Third Party will be treated as a breach by you. Termination in accordance with this Subsection will take effect when the breaching party receives written notice of termination from the non-breaching party, which notice must not be delivered until the breaching party has failed to cure its material breach during the 30-day cure period. If you fail to timely pay any Subscription Fees or Professional Services Fees, we may, without limitation to any of our other rights or remedies, suspend performance of the Service, Professional Services, and Technical Support Services until we receive all amounts due, or may terminate this Agreement pursuant to this Subsection. We may terminate your license to use Free Versions at any time in our sole discretion.

7.3 Post-Termination Obligations. If this Agreement is terminated for any reason: (a) we have no obligation to provide or perform any Service, Professional Services, or Technical Support Services after the effective date of the termination; (b) you will immediately pay to us any Subscription Fees, Professional Services Fees, and other amounts that have accrued prior to the effective date of the termination; (c) any and all liabilities accrued prior to the effective date of the termination will survive; (d) you will provide us with a written certification signed by your authorized representative certifying that all use of the Service and Documentation by you, your Affiliates, and Permitted Third Parties has been discontinued and the Client Software has been de-installed from your and your Affiliates' computer systems; and (e) Sections and Subsections 1, 2, 3.8, 4.5, 5, 7.3, 8, 9.3, 10.5, 12, and 13 will survive termination. If this Agreement is terminated by us for your uncured material breach or by you other than as a result of a material, uncured breach by us, you will pay to us the amounts due under the applicable Service Order as of the date of such termination. If you terminate this Agreement for our uncured material breach, as your exclusive remedy, we will provide you a pro-rata refund of all prepaid but unused Subscription Fees for the remainder of the then-current term.

8. CONFIDENTIAL INFORMATION

8.1 Definition. "Confidential Information" means non-public business information, know-how, and trade secrets in any form, including information regarding our product plans, Beta Versions, terms of this Agreement, and any other information a reasonable person should understand to be confidential, which is disclosed by or on behalf of either party or its Affiliates to the other party or its Affiliates, directly or indirectly, in writing, orally, or by inspection of tangible objects, and whether such information is disclosed before or after the Effective Date specified on the Service Order. Confidential Information includes this Agreement and its terms. "Confidential Information" excludes information that (a) is publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party through no action or inaction of the receiving party; (b) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party's files and records; (c) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

8.2 Maintenance of Confidentiality. The party receiving Confidential Information hereunder agrees to take reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, but not less than reasonable care, to prevent the unauthorized duplication or disclosure of the Confidential Information to third parties without the disclosing party's prior written consent. The receiving party may disclose the disclosing party's Confidential Information to the receiving party's employees or agents who reasonably need to have access to such information to perform the receiving party's obligations under this Agreement, and who will treat such Confidential Information under the terms of this Agreement. Provided that such Permitted Third Party is bound by obligations of confidentiality and nonuse no less restrictive than the terms of this Agreement, you may disclose our Confidential Information to a Permitted Third Party solely to the extent required for such Permitted Third Party to be able to access and use the Service pursuant to this Agreement. Also, we may disclose this Agreement to actual and potential investors and funding sources and their representatives, in each case who agree to hold it in confidence. The receiving party may disclose the disclosing party's Confidential Information if required by law so

long as the receiving party gives the disclosing party written notice of the requirement prior to the disclosure (where permitted) and reasonable assistance, at the disclosing party's expense, in limiting disclosure or obtaining an order protecting the information from public disclosure.

8.3 Return of Materials and Effect of Termination. Upon written request of the disclosing party, or in any event upon any termination or expiration of this Agreement, the receiving party will return to the disclosing party or destroy all materials, in any medium, to the extent containing or reflecting any of the disclosing party's Confidential Information. Following expiration or termination of this Agreement, we may purge your Subscriber Data and your Service environment from our systems. The obligations in this Section 8 survive for three years following expiration or termination of this Agreement, except that Confidential Information that constitutes a trade secret of the disclosing party will continue to be subject to the terms of this Section 8 for as long as such information remains a trade secret under applicable law.

9. DATA SECURITY

9.1 Data Security. We implement and maintain physical, electronic, and managerial procedures intended to protect against the loss, misuse, unauthorized access, alteration, or disclosure of Subscriber Data. These measures include encryption of Subscriber Data during transmission to the Service, and encryption of backups of Subscriber Data and authentication credentials at rest. We will notify you of any unauthorized access to, or use of, Subscriber Data that comes to our attention. If any unauthorized disclosure of Subscriber Data resulting from your use of the Service comes to our attention, we will work with you to investigate the cause of such unauthorized disclosure, and will work together in good faith to take the steps reasonably necessary to prevent any future reoccurrence and to comply with applicable data breach notification laws.

9.2 Data Transmission. You acknowledge that use of the Service involves transmission of Subscriber Data and other communications over the Internet and other networks, and that such transmissions could potentially be accessed by unauthorized parties. You must protect your Authorized User login names and passwords from access or use by unauthorized parties, and are solely responsible for any failure to do so. You must promptly notify us of any suspected security breach at compliance@talitrix.com.

9.3 Subscriber Data. Subscriber Data is your property. You grant us a non-exclusive, worldwide, royalty-free license to use, copy, transmit, sub-license, index, store, aggregate, and display Subscriber Data as required to provide or perform the Service, Technical Support Services, account management services, and Professional Services, and to publish, display, and distribute de-identified, aggregated information derived from Subscriber Data and from your use of the Service for purposes of improving our products and services, and developing, displaying, and distributing benchmarks and similar reports, provided that any such data is not publicly identified or identifiable as originating with or associated with you or any individual person.

10. WARRANTIES AND DISCLAIMER

10.1 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement 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 and delivery of the Service Order, or performance of this Agreement.

10.2 Our Warranty. We warrant that the Service as delivered to you will materially conform to the specifications set forth in the applicable Service Order, during the term of the Service Order. You must notify us of a claim under this warranty within 30 days of the date on which the condition giving rise to the claim first appears. We further warrant that we will perform Professional Services in a professional and workmanlike manner in accordance with the Service Order. To the extent permitted by law, your sole and exclusive remedy arising out of or in connection with a breach of warranty is limited to correction of the non-conforming Service or re-performance of the Professional Service, as applicable, or if correction or re-performance is not commercially reasonable, termination of the applicable Service Order and a refund of any prepaid unused fees for the applicable Service or Professional Services.

10.3 Device Warranty. During the Order Term, we warrant that our Technical Support Services will allow the Devices that we install to operate as substantially described in the applicable Documentation ("Good Working Order") provided that the Device has been Updated (if applicable, in accordance with Section 5.5 above) and has not been subject to misapplication, misuse, modification, unauthorized installation, improper use with other software, damage, or negligence. Repair or replacement is your sole and exclusive remedy for this warranty. Removal and return of the Device that is not in Good Working Order will be at your expense and risk of loss. The failed Device must be received by us within 30 days of issuance of a return materials authorization ("RMA") number or you may be invoiced the Lost Device Fee. Following issuance of the RMA number, we will advance replace the failed Device by shipping to you, at our expense, a replacement Device, which may be refurbished. We do not warrant or support any third party owned products provided to you under a Service Order (you must contact and pay that third party owner directly for any available support).

10.4 Sensitive Personal Information. Unless we specifically agree otherwise in writing, you represent and warrant that neither you nor any Authorized User will upload into the Service, or otherwise provide for processing by the Service, any Sensitive Personal Information. "Sensitive Personal Information" means Sensitive Personal Information and any similar term (e.g., "Sensitive Personal Data," "Protected Health Information," etc.) as defined under relevant privacy or data protection laws, including, without limitation, the Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act of 1996,

US Children's Online Privacy Protection Act, and Family Educational Rights and Privacy Act. Without limitation, "Sensitive Personal Information" includes: personal financial and financial account information, sexual orientation, personal medical or health information, personal information of children under 13, personal education records, and social security, national identity, national insurance, and similar personal identifiers. You further represent and warrant that you and any Authorized User will comply with all applicable laws, regulations, self-regulatory guidelines, and your privacy policy with respect to the collection, transfer, and use of any personally identifiable information in connection with the Service, including proper disclosure and receipt of all required consents from each individual to transfer such personally identifiable information to us.

10.5 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION, NEITHER PARTY MAKES ANY 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. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT.

11. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

11.1 Defense of Infringement Claims. To the extent allowed by law, we will, at our expense, either defend you from or settle any claim, proceeding, or suit brought by a third party ("Claim") against you alleging that your use of the Service infringes or misappropriates any patent, copyright, trade secret, trademark, or other intellectual property right. You must (a) give us prompt written notice of the Claim; (b) grant us full and complete control over the defense and settlement of the Claim; (c) provide assistance in connection with the defense and settlement of the Claim as we may reasonably request; and (d) comply with any settlement or court order made in connection with the Claim. You will not defend or settle any Claim under this Subsection 11.1 without our prior written consent. You may participate in the defense of the Claim at your own expense and with counsel of your own choosing, subject to our sole control over the defense and settlement of the Claim as provided above.

11.2 Indemnification of Infringement Claims. We will indemnify you and your Affiliates from and pay: (a) all damages, costs, and attorneys' fees finally awarded against you and your Affiliates in any Claim under Subsection 11.1; (b) all out-of-pocket costs, including reasonable attorneys' fees reasonably incurred by you in connection with the defense of a Claim under Subsection 11.1 (other than attorneys' fees and costs incurred without our consent after we have accepted defense of the Claim and expenses incurred pursuant to the last sentence of Subsection 11.1); and (c) all amounts that we agree to pay to any third party to settle any Claim under Subsection 11.1.

11.3 Exclusions from Obligations. We have no obligation under this Section 11 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the Service in combination with other products or services; (b) any aspect of the Service configured specifically for you to comply with designs, requirements, or specifications required by or provided by or on your behalf; (c) use of the Service by you, any Affiliate, or any Permitted Third Party outside the scope of the rights granted in this Agreement; (d) failure of you, any Affiliate, or any Permitted Third Party to use the Service in accordance with instructions provided by Us; or (e) any modification of the Service not made or authorized in writing by Us.

11.4 Infringement Remedies. In the defense or settlement of any infringement Claim, we may, at our sole option and expense: (a) procure for you a license to continue using the Service; (b) replace or modify the allegedly infringing technology to avoid the infringement; or (c) if the foregoing are not commercially feasible in our sole judgment, then terminate your license and access to the Service and refund any prepaid, unused Service fees as of the date of termination. This Section 11 states our sole and exclusive liability, and your sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by the Service.

12. INDEMNIFICATION

12.1 Defense. To the extent allowed by law, you will defend us and our Affiliates from any actual or threatened third-party Claim arising out of or based upon (a) use of the Service by you, your Affiliates, or Permitted Third Parties that is not in accordance with the terms of this Agreement; and (b) the Subscriber Data or other materials or information provided by you or on your behalf under this Agreement. We will give you prompt written notice of the Claim and provide assistance in connection with the defense and settlement of the Claim as you may reasonably request. We may participate in the defense of any Claim at our own expense and with counsel of our own choosing.

12.2 Indemnification. To the extent allowed by law, you will indemnify us from and pay: (a) all damages, costs, and attorneys' fees finally awarded against us in any Claim under Subsection 12.1; (b) all out-of-pocket costs, including reasonable attorneys' fees reasonably incurred by us in connection with the defense of a Claim under Subsection 12.1 (other than attorneys' fees and costs incurred without your consent after you have accepted defense of the Claim); and (c) all amounts that you agree to pay to any third party to settle any Claim under Subsection 12.1.

13. LIMITATIONS OF LIABILITY

13.1 Disclaimer of Indirect Damages. TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

13.2 Cap on Liability. TO THE EXTENT PERMITTED BY LAW, 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 THE TOTAL AMOUNTS PAID BY YOU UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT YOUR OBLIGATION TO PAY ANY FEES UNDER THIS AGREEMENT OR ANY SERVICE ORDER.

13.3 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 US TO YOU 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 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

14. GENERAL

14.1 Access by Competitors. You may not access the Service if you are our direct competitor, except with our prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purpose.

14.2 U.S. Government Use. If the Service is licensed under a United States government contract, you acknowledge that the Service is a "commercial item" as defined in 48 CFR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are defined in FAR Section 2.101 and Section 252.227-7014 of the Defense Federal Acquisition Regulation Supplement (48 CFR 252.227-7014) and used in 48 CFR 12.212 or 48 CFR 227.7202-1, as applicable. You also acknowledge that the Service is "commercial computer software" as defined in 48 CFR 252.227-7014(a)(1). United States government agencies and entities and others acquiring under a United States government contract will have only those rights, and will be subject to all restrictions, set forth in this Agreement.

14.3 Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of our employees or agents in connection with this Agreement.

14.4 Relationship. We will be and act as an independent contractor (and not as the agent or representative of you) in the performance of this Agreement.

14.5 Publicity. We may only use your name, trademarks, and service marks to the extent necessary to fulfill our obligations under this Agreement or as otherwise explicitly authorized in this Agreement or a Service Order. We may only reference Subscriber's name in our marketing and publicity materials with Subscriber's express written consent.

14.6 Assignment and Delegation. You may not assign any of your rights or delegate any of your obligations under this Agreement (in whole or in part) without our prior written consent, except in connection with a change of control, merger, or by operation of law. Your assignment or delegation will not relieve you of your obligations under this Agreement nor release you of your liability under this Agreement. We may voluntarily, involuntarily, or by operation of law assign any of our rights or delegate any of our obligations under this Agreement without your consent; provided, however, no assignment of our rights or delegation of our obligations under this Agreement will relieve us of our obligations hereunder unless the assignee or delegate assumes the same in writing. Any purported assignment or delegation in violation of this Subsection will be null and void. Subject to this Subsection, this Agreement will bind and inure to the benefit of each party's respective permitted successors and permitted assigns.

14.7 Subcontractors. We may use subcontractors or other third parties in carrying out our obligations under this Agreement and any Service Order. We remain responsible for all of our obligations under this Agreement.

14.8 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 overnight courier, return receipt requested, to the appropriate party at the address set forth in the Service Order 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 Subsection. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

14.9 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.

14.10 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Georgia, 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.

14.11 Arbitration. Disputes pertaining to the subject matter of this Agreement, including the enforcement or interpretation of the same, which the parties are unable to resolve informally, shall be resolved by litigation brought in the Superior Court of Walton County, Georgia or in the United States District Court for the Middle District of Georgia..

14.12 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, including, without limitation, your Affiliates, Permitted Third Parties, or Authorized Users.

14.13 Waiver and Modifications. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce. The terms of this Agreement may only be changed upon the written agreement of both Parties hereto..

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

14.15 Headings. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

14.16 Counterparts. The Service Order 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. The Service Order may also be executed and delivered by facsimile or electronically and such execution and delivery will have the same force and effect of an original document with original signatures.

14.17 Entire Agreement. This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter, including any prior Nondisclosure Agreement between the parties or their Affiliates. If there is a conflict between the terms of this Agreement and a Service Order, the terms of the Service Order will control. 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. Neither party will be bound by, and each party 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 the other party in any acceptance, confirmation, invoice, purchase order, receipt, correspondence, or otherwise, unless each party mutually and expressly agrees to such provision in writing.

WITH INTENT TO BE BOUND, Talitrix and Subscriber, by signature of their authorized representatives, have executed this Agreement as of the Effective Date.

Accepted and agreed to by:

Talitrix, LLC

Signature: _____

Name: _____

Title: _____

Accepted and agreed to by:

Walton County Sheriff's Office

Signature: _____

Name: _____

Title: _____