MASTER SERVICES AGREEMENT (Saas)

This **MASTER SERVICES AGREEMENT** ("**Agreement**") is dated _____ ("**Effective Date**") and entered into between Needl, Inc. dba Aurelian, a Delaware corporation ("**Aurelian**") and the Whitewater Police Department (WI) ("**Customer**"). Customer desires to use Aurelian's software platform, pursuant to the terms and conditions of this Agreement. The parties agree as follows:

1. DEFINITIONS.

1.1 "**Affiliate**" means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of 50% or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.2 "**Caller**" means any caller that calls into Customer's non-emergency or emergency number (depending on the Service used) that utilizes the Platform.

1.3 "**Caller Data**" means any data and information made available by a Caller to Aurelian in connection with Aurelian's performance of the Services.

1.4 "**Content**" means content, data, and information that is owned by Aurelian or any of its licensors that is provided or made available by Aurelian through use of the Platform or as part of or in connection with Aurelian's provision of Services. Content does not include Customer Data.

1.5 "**Customer Data**" means the electronic data and information input into the Platform by or on behalf of Customer. Customer Data includes Caller Data but does not include Usage Data or Aggregated Data.

1.6 "**Documentation**" means any user materials, instructions, and specifications made available by Aurelian to Customer for the Services.

1.7 "**Implementation Services**" means Aurelian's standard implementation and set up services for the Platform.

1.8 "**Order**" means any written ordering document referencing Aurelian and Customer which sets forth the terms and conditions for Aurelian's provision of the Services to Customer (e.g., in the form of the template "Order" attached to this Agreement, a written purchase order approved by Aurelian, or another form of ordering document approved by Aurelian). Each Order is incorporated by reference into this Agreement and governed by the terms hereof.

1.9 "**Personal Information**" means Customer Data that constitutes "personal information," "personal data," or "personally identifiable information" as such terms are defined under applicable law.

1.10 "**Platform**" means the Aurelian's proprietary platform utilized by Aurelian to provide the Software to Customer under this Agreement. The Platform does not include Customer's connectivity equipment, internet and network connections, hardware, software and other equipment as may be necessary for Customer and its Users to connect to and obtain access to the Platform or to utilize the Services.

1.11 "**Services**" means, collectively, Implementation Services, access to the Platform, Support Services, and the other services made available on, by, or through the Platform by Aurelian under this Agreement.

1.12 "**Software**" means Aurelian's proprietary software as a service offering as set forth in the applicable Order and made available through remote access by Aurelian to Customer and Users as part of the Platform, including any modifications, updates, improvements, configurations, and enhancements thereto.

1.13 "**Support Services**" means Aurelian's standard technical support and Software maintenance.

1.14 "**Usage Data**" means any content, data, or information that is collected or produced by the Platform in connection with use of the Services that does not identify Customer, its Users, or Callers, and may include, but is not limited to, usage patterns, traffic logs, and user conduct associated with the Platform.

1.15 "**Users**" means Customer's employees, independent contractors, and other individuals who are authorized by Customer to use the Services on behalf of Customer.

1.16 "**Force Majeure**" means any event or circumstance beyond the reasonable control of a party, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, strikes or other labor disturbances, embargoes, government orders or regulations, epidemics, pandemics, or failures of suppliers, subcontractors, or carriers, which prevents or delays the affected party from performing its obligations under this Agreement.

2. SERVICES.

2.1 Provision of Services. Subject to the terms and conditions of this Agreement, Aurelian shall provide the Services to Customer and its Users. Aurelian has valid and effective agreements with all vendors and providers of technology (including AI platforms) ("**Vendor Systems**") sufficient to allow Aurelian to use the Vendor Systems as part of the Services.

2.2 Cooperation. Customer shall supply to Aurelian the Customer Data along with access and personnel resources that Aurelian reasonably requests in order for Aurelian to provide the Services.

2.3 Resources. Customer is solely responsible for, at its own expense, acquiring, installing, and maintaining all connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for its Users to connect to and access the Platform.

2.4 Third Party Offerings. Aurelian may make access to or use of third-party software services, applications, or functionality that link to, interoperate with, or are incorporated into the Platform available to Customer (collectively, "**Third-Party Offerings**"). Customer acknowledges that Aurelian does not own or control such Third-Party Offerings, they are made available as a convenience only, and are not part of the Platform or subject to any of the warranties, service commitments, or other obligations with respect to the Platform under this Agreement and that such Third-Party Offerings are subject to their own terms and conditions. Any acquisition by Customer of Third-Party Offerings, and any exchange of data between Customer and its Users and any Third-Party Offering is solely between Customer and its Users and the applicable Third-Party Offering provider. Access to and use of any Third-Party Offering is at Customer's own risk and is solely determined by the relevant third-party provider and is subject to such additional terms and conditions applicable to such Third-Party Offering. Aurelian may disable or restrict access to any Third-Party Offerings on the Platform at any time without notice. Aurelian is not liable for Third-Party Offerings or any Customer Data provided to a third party via a Third-Party Offering.

2.5 Artificial Intelligence. Aurelian may use artificial intelligence technologies, including but not limited to generative AI, machine learning, natural language processing, large language models (LLMs), and other AI tools (collectively, "**AI**") in connection with the Services, including to analyze Customer Data such as call recordings and to generate outputs, recommendations, or insights for Users. Aurelian's use of AI, including any third-party AI tools, will comply with all applicable laws. All outputs, results, recommendations, and insights generated by AI from Customer Data are owned by Customer and are deemed Customer Data under this Agreement. Aurelian shall not use Customer Data to train, test, or improve any third-party AI models without Customer's express written consent. AI is used solely to assist in providing the Services and is not intended to replace human judgment or decision-making by Customer's personnel. Customer is responsible for evaluating and verifying the accuracy of any AI-generated outputs, recommendations, or insights through human review before taking any action based on such outputs. Aurelian disclaims any responsibility for decisions or actions taken by Customer based on AI-generated outputs, and Customer is solely responsible for all such decisions and actions.

3. GRANT OF RIGHTS.

3.1 Access Rights; Customer's Use of the Platform. Subject to the terms and conditions of this Agreement, Aurelian hereby grants to Customer, during the Term (as defined below), a non-exclusive, non-transferable (except as permitted by Section 13.3 (Assignment)), non-sublicensable right to access and use the Platform for Customer's and its Affiliates' internal business purposes in accordance with the Documentation and the terms and conditions of this Agreement and subject to the usage limitations set forth in the applicable Order (the "**Usage Limitations**"). Aurelian and its licensors reserve all rights in and to the Platform and the Services not expressly granted to Customer under this Agreement.

3.2 Restrictions on Use. Customer shall not (a) reproduce, display, download, modify, create derivative works of or distribute the Platform, or attempt to reverse engineer, decompile, disassemble or access the source code for the Platform or any component thereof; (b) use the Platform, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Customer or Customer Affiliates; (c) permit any party, other than the then-currently authorized Users to independently access the Platform; (d) use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law; (e) exceed the Usage Limitations; (f) use the Platform to store or transmit any code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; or (g) use the Platform, including any AI features contained therein, for making decisions that could produce legal or similarly significant effects without review by and involvement of Users.

3.3 Users. Under the rights granted to Customer under this Agreement, Customer may permit its and its Affiliates' independent contractors and employees to become Users in order to access and use the Platform in accordance with this Agreement; provided that Customer will be liable for the acts and omissions of all Customer Affiliates and Users to the extent any of such acts or omissions, if performed by Customer, would constitute a breach of, or otherwise give rise to liability to Customer under, this Agreement. Customer shall not, and shall not permit any User to, use the Platform, Software or Documentation except as expressly permitted under this Agreement. Customer is responsible for Users' compliance with this Agreement.

3.4 Callers. Customer is responsible for: (a) giving adequate notice and making any required disclosures to Callers regarding Aurelian's processing of Caller Data as contemplated under this Agreement; and (b) obtaining all necessary rights, permissions, and valid consents, which may be required in order to permit: (i) Aurelian's performance of its obligations and exercise of its rights under this Agreement; and (ii) Customer's and its Users' access to and use of any Caller Data.

3.5 Prohibited Data. Notwithstanding anything to the contrary in this Agreement, Customer shall not, and shall take commercially reasonable efforts to ensure that its Users and Callers do not, upload or provide to the Platform or otherwise submit or make accessible to Aurelian any financial account or government issued identifiers (e.g., social security numbers, credit card information, or bank information), protected health information, or other types of sensitive data that is subject to specific or elevated data protection requirements (other than personal data) (collectively, "**Prohibited Data**"). Notwithstanding anything to the contrary in this Agreement, Customer acknowledges that: (i) the Software and Platform are not intended for the management or protection of Prohibited Data and may not provide adequate or legally required security for Prohibited Data; and (ii) Aurelian will have no liability for any failure to provide protections set forth in any laws, rules, regulations, or standards applicable to such Prohibited Data or to otherwise protect the Prohibited Data. If Customer, any Users, or any Callers upload or provided any Prohibited Data to the Platform in violation of this Section 3.5 (Prohibited Data), Aurelian may, without limiting any of its other rights and remedies, delete such Prohibited Data.

4. FEES AND PAYMENT TERMS.

4.1 Price. Customer shall pay Aurelian the fees set forth in the applicable Order ("**Fees**") in accordance with the terms of this Agreement. Fees are exclusive of, and Customer shall pay all taxes, fees, duties, and other governmental charges arising from the payment of any Fees or any amounts owed to Aurelian under this Agreement (excluding any taxes arising from Aurelian's income or any employment taxes). Fees for any Services requested by Customer that are not set forth in an Order will be charged as mutually agreed to by the parties in writing.

4.2 Payment. Customer shall pay to Aurelian all Fees within 30 days after Customer's receipt of the applicable invoice for such Services. If Customer disagrees with any Fees set forth in an invoice, Customer must notify Aurelian of the dispute within 30 days after receipt of such invoice. If Aurelian does not receive notice of a dispute during such 30 day period, Customer will be deemed to have accepted the Fees set forth in the invoice. All payments received by Aurelian are non-refundable except as otherwise expressly provided in this Agreement. Customer shall make all payments in United States dollars.

5. TERM AND TERMINATION.

5.1 Term. Unless otherwise provided in an Order, this Agreement commences on the Effective Date and, unless terminated earlier in accordance with this Agreement, continues until all Orders have terminated ("**Term**").

5.2 Order Term. The initial term of an Order begins on the date set forth in the Order ("**Initial Term**"), unless otherwise terminated as provided for in the Agreement or applicable Order. The term of each Order will automatically extend for successive one-year periods at fees 7% higher than the immediately preceding year (each, a "**Renewal Term**"), unless either party provides written notice to the other party of its intent not to extend such Order at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term.

5.3 Termination.

A party may terminate this Agreement or an Order upon notice if the other party breaches any material provision of this Agreement and (provided that such breach is capable of cure) does not cure such breach within 30 days after being provided with written notice of such breach. Customer may terminate any Order for convenience upon 30 days' written notice to Aurelian until the first anniversary of an Order's effective date and will be given a pro-rated refund for the remaining contract value.

5.4 Effects of Termination. Upon termination of this Agreement and all Orders: (a) all amounts owed to Aurelian under this Agreement before such termination will be due and payable in accordance with Section 4 (Fees and Payment Terms); (b) Customer's rights granted in this Agreement will immediately cease; (c) Customer shall promptly discontinue all access to and use of the Platform and Documentation; and (d) Aurelian shall promptly return or erase all Customer Data, except that Aurelian may retain Customer Data in Aurelian's archived backup files. Sections 4, 5.4, 6, 7.3, 8, 9, 10, 11, 12, and 13 survive expiration or termination of this Agreement.

5.5 Suspension. Notwithstanding anything to the contrary in this Agreement, Aurelian may suspend Customer's access to the Platform if Aurelian determines that: (a) there is an attack on the Platform; (b) Customer's or any of its Users' use of the Platform poses a reasonable risk of harm or liability to Aurelian and, if capable of being cured, Customer is not taking appropriate action to cure such risk; (c) Customer has breached Sections 3.2 (Restrictions on Use) or 12 (Confidentiality) ; (d) Customer's or its Users' use of the Platform violates applicable law; or (e) Customer has failed to pay any undisputed amounts owed under this Agreement when due and has failed to cure such late payment within 15 days after Aurelian has provided Customer with written notice of such late payment. Aurelian shall use commercially reasonable efforts to provide Customer with notice of such suspension. Aurelian may suspend Customer's access to the Platform until the situation giving rise to the suspension has been remedied to Aurelian's reasonable satisfaction. Aurelian's suspension of Customer's access to the Platform will not relieve Customer of its payment obligations under this Agreement.

6. PROPRIETARY RIGHTS.

6.1 Customer Data. As between the parties, Customer owns all right, title, and interest in Customer Data, including all intellectual property rights therein.

6.2 Customer Data License Grant. Customer hereby grants to Aurelian and its authorized representatives and contractors, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 13.3 (Assignment)) license to use the Customer

Data solely for the limited purpose of performing the Services for Customer and fulfilling its other obligations and exercising its rights under this Agreement.

6.3 The Services. All proprietary technology utilized by Aurelian to perform its obligations under this Agreement, and all intellectual property rights in and to the foregoing, as between the parties, are the exclusive property of Aurelian. Aurelian or its third party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the Content and the Platform, including without limitation the Software, Documentation, customizations, and enhancements, and all processes, know-how, and the like utilized by or created by Aurelian in performing under this Agreement. Any rights not expressly granted to Customer hereunder are reserved by Aurelian.

6.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Aurelian may analyze Customer Data to create a de-identified or aggregated data set that does not identify Customer, its Users, or Callers (collectively, "**Aggregated Data**"). Aurelian retains ownership of all right, title, and interest in and to Aggregated Data. Aurelian may use Aggregated Data for any lawful purpose, including, but not limited to, to improve, market, and provide the Services.

6.5 Usage Data. Aurelian retains ownership of all right, title, and interest in and to the Usage Data. Aurelian may use Usage Data in connection with its performance of its obligations in this Agreement and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve Aurelian's services, systems, and algorithms.

7. WARRANTY; DISCLAIMERS.

7.1 Access to the Platform. Aurelian warrants that the Platform will perform materially in accordance with the Documentation and this Agreement. Aurelian does not warrant that the Platform will be completely error-free or uninterrupted. If Customer notifies Aurelian of a reproducible error in the Platform that indicates a breach of the foregoing warranty (each, an "**Error**") within 30 days after Customer experiences such Error, Aurelian shall, at its own expense and as its sole obligation and Customer's exclusive remedy for breach of the foregoing warranty : (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if Aurelian is unable to correct or provide a workaround for such Error within 60 days after receiving notice of such Error from Customer, Customer may terminate this Agreement upon notice to Aurelian and, Aurelian shall refund the amounts paid by Customer for access to the Platform for the period during which the Platform was not usable by Customer. The warranties set forth in this Section 7.1 (Access to the Platform) do not apply to any Third Party Offerings or cover any Error caused by: (i) Customer or its Users; (ii) use of the Platform in any manner or in any environment inconsistent with its intended purpose; (iii) Customer's hardware or software if modified or repaired in any manner which materially adversely affects the operation or reliability of the Platform, or (iv) any equipment, software, or other material utilized by Customer in connection with the Platform contrary to the provider's instructions.

7.2 Right to Customer Data. Customer represents and warrants that it has the right to: (a) use the Customer Data as contemplated by this Agreement; and (b) grant Aurelian the license in Section 6.2 (Customer Data License Grant).

7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7 (WARRANTY DISCLAIMERS), NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT INTENDED FOR USE FOR EMERGENCIES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AURELIAN MAKES NO WARRANTIES OF ANY KIND REGARDING THE SERVICES' ABILITY TO PROPERLY REROUTE CALLERS TO EMERGENCY SERVICES, AND CUSTOMER ACKNOWLEDGES THAT THE SERVICES MAY NOT PROPERLY IDENTIFY CALLS AS EMERGENCIES AND MAY NOT PROPERLY REROUTE EMERGENCY CALLS TO EMERGENCY SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL AURELIAN BE LIABLE TO CUSTOMER FOR ANY DAMAGES OR LIABILITY THAT CUSTOMER MAY INCUR THAT ARISE OUT OF THE USE OF THE SERVICES IN CONNECTION WITH EMERGENCIES.

8. INDEMNIFICATION.

Aurelian shall defend, indemnify, and hold the Customer, its officers, officials, employees, and volunteers harmless from any and all third-party claims, injuries, damages, losses, or suits, including attorney fees (each a "**Claim**"), to the extent arising out of or resulting from: (a) the gross negligence or willful misconduct of Aurelian in performance of this Agreement; (b) violation of applicable law; and (c) an allegation that the Software used in accordance with this Agreement infringes any intellectual property rights, including copyright, of such third party (an "Infringement Claim"). The foregoing obligations are conditioned on Customer: (A) promptly notifying Aurelian in writing of such Claim; (B) giving Aurelian sole control of the defense thereof and any related settlement negotiations; and (C) cooperating and, at Aurelian's request and expense, assisting in such defense. In the event that the use of the Platform is enjoined as a result of an Infringement Claim, Aurelian shall, at Customer's option and at Aurelian's expense, either: (i) procure for Customer the right to continue using the Platform; (ii) replace the Software with a non-infringing but functionally equivalent product; (iii) modify the Software so it becomes non-infringing; or (iv) terminate this Agreement and refund the amounts Customer paid for access to the Platform that relate to the period during which Customer was not able to use the Platform. Notwithstanding the foregoing, Aurelian will have no obligation under this Section 8 (Indemnification) to the extent an Infringement Claim is based upon: (1) any use of the Platform not in accordance with this Agreement; (2) any use of the Platform in combination with products, equipment, software, or data that is not

contemplated by the Documentation or that Aurelian did not supply or approve of, if such infringement would have been avoided without the combination with such other products, equipment, software, or data; (3) any modification of the Platform by any person other than Aurelian or its authorized agents or subcontractors; or (4) any Third-Party Offering. This Section 8 (Indemnification) states Aurelian's entire liability and Customer's sole and exclusive remedy for Infringement Claims.

Customer shall defend, indemnify, and hold Aurelian harmless from any Claim brought by a third party (including Callers) to the extent that such claim, suit, or action is based upon: (a) Aurelian's use of any Customer Data in accordance with this Agreement; (b) Customer's use of any Customer Data; or (c) Customer's use of the Services, including, but not limited to, a claim that the Services failed to reroute a Caller to emergency services. The foregoing obligations are conditioned on Aurelian: (a) promptly notifying Customer in writing of such Claim; (b) giving Customer sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Customer's request and expense, assisting in such defense.

9. INSURANCE.

9.1 During the term of the Agreement, Aurelian shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The Customer shall be named as an additional insured under Aurelian's Commercial General Liability insurance policy with respect to the work performed for the Customer using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Technology Errors & Omissions (E&O)
5. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of Customer confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Customer, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Customer data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Customer or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

9.2 During the term of the Agreement, Aurelian shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.
3. Technology Errors & Omissions (E&O) shall be written with limits no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.
4. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than $2,000.000 per claim $2,000,000 policy aggregate for network security and privacy coverage, $100,000 per claim for regulatory action (fines and penalties), and $100,000 per claim for event management services.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Upon written request from Customer, Aurelian shall furnish the Customer with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work. Aurelian shall provide the Customer with written notice of any policy cancellation within two business days of its receipt of such notice.

10. SAFEGUARDING OF PERSONAL INFORMATION. Aurelian shall not use or disclose Personal Information except in accordance with Customer's documented instructions or to perform Aurelian's obligations or exercise Aurelian's rights under this Agreement. Aurelian agrees to comply with applicable federal and state laws and regulations, as currently enacted or revised, regarding

data security and electronic data interchange of Personal Information. Aurelian shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes set forth in this Agreement. Aurelian shall implement and maintain information security measures designed to protect Personal Information against unauthorized use, disclosure, modification or loss. Upon becoming aware of unauthorized access to or acquisition of Personal Information in Aurelian's possession or control, Aurelian will promptly inform Customer in writing and take reasonable steps designed to mitigate the harmful effects of such access or acquisition.

11. LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT., HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR OWED BY CUSTOMER TO AURELIAN UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD PRECEDING THE CLAIM, AS THE CASE MAY BE, DURING WHICH THE EVENTS GIVING RISE TO SUCH LIABILITY OCCURRED. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 11 (LIMITATIONS OF LIABILITY) DO NOT APPLY TO A PARTY'S OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION), TO LIABILITY ARISING FROM A PARTY'S BREACH OF SECTION 12 (CONFIDENTIALITY), OR TO LIABILITY ARISING FROM CUSTOMER'S BREACH OF ANY ONE OR MORE OF THE FOLLOWING: SECTIONS 3.2 (RESTRICTIONS ON USE) OR 7.2 (RIGHT TO CUSTOMER DATA).

12. CONFIDENTIALITY.

12.1 Definitions. "Confidential Information" means all information disclosed by one party ("**Discloser**") to the other party ("**Recipient**") under this Agreement during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party. Aurelian's Confidential Information includes Software and Documentation. Customer's Confidential Information includes Customer Data.

12.2 Protection. Recipient shall not use any Confidential Information for any purpose not expressly permitted by this Agreement and shall not disclose Confidential Information to anyone other than Recipient's employees and independent contractors who have a need to know such Confidential Information for purposes of this Agreement and who are subject to confidentiality obligations no less restrictive than Recipient's obligations under this Section 12 (Confidentiality). Recipient will be liable to the Discloser for any of its employees' and independent contractors' acts or omissions, which, if performed by Recipient, would constitute a breach of this Section 12 (Confidentiality). Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

12.3 Exceptions. Recipient will have no confidentiality obligations under Section 12 (Confidentiality) above with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser's disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, response to a public records request, or other similar process on the condition that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure.

13. GENERAL.

13.1 Independent Contractor. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

13.2 Subcontractors. Aurelian may utilize subcontractors, subprocessors, and other third-party service providers (collectively, "**Subcontractors**") in the performance of its obligations, provided that Aurelian will remain liable and responsible for the Subcontractors' acts and omissions to the extent any of such acts or omissions, if performed by Aurelian, would constitute a breach of, or otherwise give rise to liability to Aurelian under, this Agreement when they are performing for or on behalf of Aurelian.

13.3 Assignment. Neither party may assign this Agreement or any of its rights under this Agreement to any third party without the other party's prior written consent; except that a party may assign this Agreement without consent from the other party to (a) an Affiliate; or (b) any successor to its business or assets to which this Agreement relates, whether by merger, acquisition, or sale of all or substantially all of its assets, or otherwise. Any attempted assignment in violation of the foregoing will be void and of no force or effect.

13.4 Use by Other Government Agencies. The parties acknowledge that this Agreement has been negotiated by and entered into between Customer and Aurelian for the provision of Services described herein. Subject to Aurelian's approval, which shall not be unreasonably withheld, other government entities, including, but not limited to, other municipalities, counties, special districts, school districts, federal/state/local agencies, and other political subdivisions ("**Participating Agencies**"), may, to the extent permitted by law, procure the same Services and related services under the terms and conditions of this Agreement by entering into a fully-executed written order form with Contractor that references this Agreement (each, an "Order Form"), through a process commonly referred to as "piggybacking". Each Participating Agency that enters into such an Order Form shall be deemed a separate and independent licensee and party to this Agreement solely for the purposes of its use of the Services, and Contractor shall contract directly with each Participating Agency. Nothing herein shall obligate any Participating Agency to utilize this Agreement, nor shall it obligate Aurelian to provide goods or services beyond the scope of this Agreement, except to the extent agreed in an Order Form between Aurelian and such Participating Agency. The Customer shall have no liability or responsibility for the actions, obligations, or payments of any Participating Agency. Any dispute, obligation, or enforcement action arising from a Participating Agency's use of this Agreement shall be handled solely between Aurelian and the relevant Participating Agency.

13.5 Force Majeure. Except for payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

13.6 Notices. All notices or communications required or permitted under this Agreement, including but not limited to notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and delivered by courier, certified or registered mail (postage prepaid and return receipt requested), or by email (with confirmation of delivery) to the other party at the address set forth on the signature page or such other address as the party may have designated by proper notice. Notices will be deemed delivered upon the earlier of: (a) actual receipt by the receiving party; (b) receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party. E-mail may be used for routine communications and to obtain operational approvals and consents but may not be used for any other notices unless otherwise specified herein.

13.7 Governing Law; Venue. The laws of the State of Washington govern this Agreement and any matters related to this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, the state or federal courts located in the State of Washington, in the county where the Customer is located, for any litigation arising out of or relating to this Agreement or the Services.

13.8 Remedies. Each party acknowledges that any actual or threatened breach of Sections 3.2 (Restrictions on Use) or 12 (Confidentiality) will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought by a party to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other legal expenses, in addition to any other relief it may receive from the non-prevailing party.

13.9 Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either Customer's or Aurelian's successor(s) or permitted assign(s).

13.10 No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Customer and Aurelian. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

13.11 Waivers. To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.12 Dispute Resolution. Customer agrees to provide us with written notice within thirty (30) days of becoming aware of a dispute. Customer agrees to cooperate with Aurelian in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule.

13.13 Severability. If any provision of this Agreement is unenforceable, the other provisions of this Agreement will be unimpaired, and the unenforceable provision will be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

13.14 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

13.15 Entire Agreement. This Agreement, including any Order and any exhibits or attachments thereto (including any Executive Summary), constitutes the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No modifications to this Agreement will be binding on the other party unless accepted in writing by both parties. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of this Agreement will govern and control unless the Order specifically references one or more sections of this Agreement and expressly modifies the terms hereof. No amendment to this Agreement will be effective unless in writing and signed by the party to be charged.

The parties by their authorized representatives have entered into this Master Services Agreement as of the Effective Date.

Whitewater Police Department (WI)	**Needl, Inc.**
Signature: _____	Signature: _____
Printed: _____	Printed: _____
Title: _____	Title: _____

AURELIAN

ORDER #1

This **ORDER** ("**Order**") is dated _____ (the "**Order Effective Date**") and is between **Needl, Inc.**, a Delaware corporation ("**Aurelian**") and the customer identified below ("**Customer**") and governs Customer's access to and use of the Platform and Aurelian's provision of the Services under the Master Services Agreement between the parties dated _____ (the "**MSA**"). Capitalized terms used in this Order but not defined have the meanings given to them in the MSA.

CUSTOMER INFORMATION					
Name:	Whitewater PD (WI)	**Address:**			
City		**State:**		**Zip Code:**	
CUSTOMER PRIMARY CONTACT INFORMATION					
Full Name:		**Title:**			
Phone Number:		**Email:**			

TERM

- The Initial Term of this Order begins on the Order Effective Date and continues for three (3) years, subject to autorenewal as set forth in the MSA.

SOFTWARE PURCHASED

- Standard hosted software service offering of Aurelian, inclusive of all call routing, call automation services, and Web Chat feature (referred to as the "Service" in the MSA).

FEES

- Customer's use of the Services under this Order will be subject to the following fees:
  Year 1: $31,500 due on the Order Effective Date
  Year 2: $31,500 due 12 months after the due Order Effective Date
  Year 3: $31,500 due 24 months after the due Order Effective Date

  Fees include implementation, support, and CAD integration services (excluding any charges your CAD provider may apply). The contract may be canceled with 30 days' notice for a pro-rated refund within the first year or as otherwise provided by the MSA.

USAGE LIMITS

- The Services may be accessed and used by the Customer only. The Customer shall not permit any other affiliates, subsidiaries, agencies, or parties to access or use the Services under this Order.

This Order is governed by, and subject to, the MSA. This Order may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

Whitewater Police Department (WI)

Signed: _____

Name: _____

Title: _____

NEEDL, INC.

Signed: _____

Name: _____

Title: _____