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Flock Safety + GA - City of Dunwoody

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Steve Hampton
steve.hampton@flocksafety.com
+14049555355

flock safety

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flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	GA - City of Dunwoody	Pilot Term:	12 Months
Legal Entity Name:	GA - City of Dunwoody		
Accounts Payable Email:		Payment Terms:	Net 30
Address:	4800 Ashford Dunwoody Rd Atlanta, Georgia 30338	Billing Frequency:	Total Contract Billed at Signing
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$30,310.00**
Flock Safety Professional Services			
ForceMetrics Informed Responder	Included	1	Included
ForceMetrics Custom Integration	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
ForceMetrics Technical Implementation Fees	$0.00	1	$0.00
ForceMetrics Project Implementation Fees	$0.00	1	$0.00

Discounts:	$13,568.00
Estimated Tax:	$0.00
Contract Total:	$30,310.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer.

Billing Schedule

Billing Schedule	Amount (USD)
Total Contract Due at Signing (Paid by Flock)	$30,310.00

*Tax not included

Special Terms
Notwithstanding anything to the contrary herein, Section 6 (Payment of Fees), Section 8.2 (Replacements), and Section 10.3 (Changes to Deployment Plan) will not apply. For the avoidance of doubt, Customer shall not incur any of the fees referenced in this Order Form**, a total of $30,310 which is to be paid for by Flock,** for the duration of this 12 month Pilot Term. All ForceMetrics products are to be governed by the ForceMetrics enterprise license agreement attached below as Exhibit A.

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Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$13,568.00

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Product and Services Description

ForceMetrics Informed Responder	Informed Responder: The full package of ForceMetrics features, including Federated Search, Alerts & Notification, Mobile Access (Web), Report Summarization, Analytics Dashboards.
ForceMetrics Custom Integration	Integration for Axon
ForceMetrics Technical Implementation Fees	Costs associated with data validation, onboarding, training ForceMetrics
ForceMetrics Project Implementation Fees	Costs associated with data validation, onboarding, training ForceMetrics

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By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: GA - City of Dunwoody**	
By:	Signed by: Mark Smith AC5C931454C24F3...	By:	
Name:	Mark Smith	Name:	Eric Linton
Title:	General Counsel	Title:	City Manager
Date:	2/25/2025	Date:	2/25/2025
		PO Number:	

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FORCEMETRICS

TERMS AND CONDITIONS

1. License Grant. Subject to the terms of this Agreement, ForceMetrics grants to Licensee and its officers, employees and consultants so authorized by Licensee (individual, as "User" and collectively as "Users") a non-exclusive, non-transferable, royalty-free, limited term license to install, access and use ForceMetrics' web-based application software providing law enforcement entities unified search capabilities, visualizations of public safety data, and data linkage from multiple existing data sources related to community impact, operational efficiencies, and performance metrics in order to identify community needs, measure success and mitigate risks ("Licensed Platform") in Licensee devices, including Licensee-owned and issued desktop computers, laptops and tablets and mobile devices and the like, in connection with the performance of their job duties and within the parameters set with respect thereto.

2. Licensed Platform Access. ForceMetrics will be responsible for hosting the Licensed Platform. Licensee and authorized Users will be responsible for obtaining internet connections and other third-party software, hardware and services necessary to access such website through the internet, including without limitation as set forth in Schedule A entitled "Technical Requirements" attached hereto.

3. Standard Support Services. ForceMetrics offers Standard Support Services in connection with the Licensed Platform as further described in Section 13 of these Terms and Conditions and as set forth in Schedule B attached hereto. The Licensed Platform and supporting Standard Support Services, including training and support required to enable and maintain the Licensed Platform may be collectively referred to herein as "Service." To the extent any additional Standard Support Services are offered, they will be set forth in a Statement of Work.

4. Custom Professional Services. To the extent any Standard Support Services or other Service involves development of any customization or configuration to the software or Licensed Platform ("Custom Professional Services"), such Custom Professional Services shall be set forth in a Statement of Work, and intellectual property rights therein shall be owned by ForceMetrics.

5. Access/Credentials. Licensee will ensure that each User creates and keeps strictly confidential a unique user ID and password for access to the Service, and Licensee will remain responsible for any and all actions taken using Licensee's account.

6. General Restrictions. Licensee shall use the Service solely for its internal business purposes in accordance with this Agreement. Licensee will not (and will not permit Users or any third party to): (a) rent, lease, provide access to or sublicense the Service to any third party; (b) use the Service to provide, or incorporate the Service into, any commercial offering (or otherwise directly expose the functionality of the Service) for the benefit of a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Service; or (d) remove or obscure any proprietary or other notices contained in the Service, including references or notices with respect to Federal Bureau of Investigation Criminal Justice Information Services.

7. Operation Restrictions. It may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Licensee agrees that Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. ForceMetrics is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

8. Licensee Data. "Licensee Data" means any information or other data of any type which is input by a User into the Service. Licensee retains all right, title and interest in and to any such Licensee Data. Licensee hereby grants to ForceMetrics a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and publicly perform and display the Licensee Data in connection with providing the services hereunder as set forth in Section 21 below.

9. Licensee Obligations. Licensee will ensure Users' use of the Service and Licensee Data is at all times compliant with Licensee's privacy policies and applicable laws, regulations and conventions applicable thereto, including, without limitation, those related to privacy, data security and the handling of Personal Data. Licensee is solely responsible for the accuracy, content and legality of Licensee Data. Licensee represents and warrants to ForceMetrics that Licensee has sufficient rights in the Licensee Data to grant the rights granted to ForceMetrics in Section 8 above and the Licensee Data does not infringe or violate the intellectual property, publicity, privacy or other rights of any third party. Licensee acknowledges and agrees that ForceMetrics shall not be liable for any damages that may result from Licensee's use of the Service in transmitting, uploading, collecting managing or otherwise processing any sensitive personal information, financial information, protected health information, or other special categories of personally identifiable information or data ("Personal Data").

10. ForceMetrics Obligations. ForceMetrics will ensure that the Service and use or processing of Licensee Data is at all times compliant with ForceMetrics' privacy policies and applicable laws, regulations and conventions applicable thereto, including, without limitation, those related to privacy, data security and the handling of Personal Data.

11. Term and Termination. The "Term" of this Agreement shall be as set forth on Page 1 of this Agreement. At the end of the Term, Licensee access to the Service will automatically renew unless Licensee provides timely notice of non-renewal expires. At any time after the first year of the Term, either Party may terminate this Agreement at any time for any or no reason upon written notice to the other Party. Should this Agreement not be renewed or otherwise be terminated, each Party will return or destroy the other Party's Confidential Information, and ForceMetrics shall immediately disable and/or terminate Licensee's access to the Licensed Platform and Licensee shall delete from all devices the software for the Licensed Platform. Licensee acknowledges that following termination it shall have no further access to any Licensee Data input into the Service. Within ninety (90) days following termination, ForceMetrics will delete the Licensee Data. Nothing herein obligates either Party to enter into any further agreement with the other Party. This Section 11 and Sections 9 (Licensee Obligations), 17 (Confidential Information), 19 (Intellectual Property Rights), 22 (No Warranty), 23 (Limitation of Liability), 24 (Indemnification and Insurance), and 25 (General) will survive any expiration or termination of this Agreement. Section 10 (ForceMetrics Obligations) will also survive any expiration or termination of this Agreement but only until the deletion of the Licensee Data from the Service.

12. Payment Terms. Licensee will pay ForceMetrics as set forth in the Agreement. Payments will be due on or before the date due and payment must be made in US Dollars. Taxes might apply. Sales tax and

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import duties are not included. State and local taxes may apply unless a valid exemption certificate is on file or submitted at the time of order. ForceMetrics reserves the right to charge interest on past due amounts at a rate of one and one-half percent (1½%) per month or the maximum amount permissible under applicable law (whichever is less) from the original date due until paid. In the event of Licensee default or late payment, Licensee shall reimburse ForceMetrics for all costs of collection, including but not limited to reasonable attorney's fees. ForceMetrics reserves the right to withhold access to the Service if timely payment is more than sixty (60) days overdue.

13. Training and Support. ForceMetrics will provide reasonable in-person and/or virtual training and other support for Licensee during the Term as set forth in Schedule B.

14. Licensed Platform Content; Machine Learning (AI/Generative AI).

a. **Data from External Data Sources.** Licensee understands and acknowledges that the Licensed Platform provides search capabilities, visualizations of public safety data, private and public data sources, and data linkage from multiple existing data sources related to community impact, operational efficiencies, and performance metrics in order to identify community needs, measure success and mitigate risks, and ForceMetrics does not investigate, qualify or verify the accuracy of any such information and in no case will be liable for the same.

b. **Machine Learning.** As permitted by applicable law, the Licensed Platform may utilize non-generative and generative AI to process and create probabilistic outputs and predictions based on existing data, including natural language processing to create officer/community labels, text summarizations, topic modeling, and sequential pattern analysis. ForceMetrics reserves the right, in its sole discretion to incorporate additional machine learning processes, including but not limited to named entity extraction, sentiment analysis, speech recognition, text clustering, ontology mapping, labeling accuracy, and other techniques. Licensee acknowledges that AI information, predictions or probabilities are not guaranteed to be accurate or complete, and that Licensee should not rely solely on the Licensed Platform content for critical decision making.

c. **Text/Narrative Summaries.** Text summarizations ("Narrative Summaries"), within the Licensed Platform are automatically generated excerpts of full reports, are not comprehensive and are not guaranteed to be accurate. User acknowledges that such Narrative Summaries may omit certain information or be open to interpretation due to information that is included or not included therein. Narrative Summaries are "AS IS" without any assurances of completeness, accuracy, usefulness, or timeliness, and without any explicit or implied warranties. It is crucial that User not make public safety decisions, take actions or fail to take actions based solely on Narrative Summaries.

15. Licensed Platform Updates. ForceMetrics may, at any time and in its sole discretion, without prior warning or notice, modify, update, add or remove features and functionality of the Licensed Platform or suspend and/or cease providing the Licensed Platform or any part of the Licensed Platform. The Licensed Platform may communicate with ForceMetrics' servers from time to time to check for available updates, such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, "Software Updates"). Such Software Updates may be in various forms and are generally provided for the purposes of improving the performance, security and reliability of the Licensed Platform. You are required to accept and install all Software Updates and upgrades.

16. Ownership of Licensed Platform. You acknowledge that You are obtaining only a limited right to the Licensed Platform and that no ownership rights or extended usage rights are granted to You under this Agreement. ForceMetrics retains all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Licensed Platform, to any and all related and underlying technology and documentation for the Licensed Platform, and to any derivative works, modifications or improvements of any of the foregoing, specifically including any feedback from You ("ForceMetrics Technology"). Except as expressly set forth in the Terms and Conditions, no right, title or interest in any ForceMetrics Technology is granted to You.

17. Confidential Information. Licensee and ForceMetrics may disclose to each other information regarding their respective businesses and technologies which information is either identified at the time of disclosure as confidential or which should be reasonably known by the receiving Party to be confidential ("Confidential Information"). The Service is Confidential Information of ForceMetrics and all Licensee Data is Confidential Information of Licensee. Except as specified otherwise herein, the receiving Party will (i) hold in confidence and not disclose any Confidential Information to third parties and (ii) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a need to know, provided that such representatives are bound to confidentiality obligations no less protective of the disclosing Party than this Section 17 and that the receiving Party remains responsible for compliance by any such representative with the terms of this Section 17. These restrictions on disclosure will not apply to any information which: (a) is or becomes generally known or publicly available through no act or omission of the receiving Party; (b) is known by the receiving Party without confidentiality restriction at the time of receiving such information, as shown by written records; or (c) is furnished to the receiving Party by a third party without confidentiality restriction. The receiving Party may make disclosures to the extent required by law or court order, provided the receiving party notifies the disclosing party in advance and cooperates in any effort to obtain confidential treatment. The receiving party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the receiving party the disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

18. Data Security and Processing. ForceMetrics will maintain administrative, physical, and technical safeguards designed to protect the security and confidentiality of Licensee Data, including measures designed to prevent unauthorized access, use, modification, or disclosure of Personal Data. ForceMetrics and Licensee agree to operate in conformance with the physical, technical, operational, and administrative measures and protocols regarding data security for the Service as set forth in the Security Policy. Licensee agrees as follows: (a) to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Licensee Data; (b) to protect the Licensed Platform and any Licensee Data by monitoring and auditing User and staff activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) to provide access to the

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Licensed Platform and any Licensee Data through Licensee-managed role-based access only; (d) to create and retain activity transaction logs to enable auditing by ForceMetrics staff and any Licensee Data owners; (e) Licensee agrees to perform independent employment background screening for its staff at Licensee's own expense; and (f) Licensee agrees to reinforce staff policies for creating User accounts with only one Licensee domain email address for each User. Licensee may run background checks on ForceMetrics employees that will have access to Licensee Data in the production environment and/or Licensee's physical premises.

19. **Intellectual Property Rights.** This is an agreement for Licensee's access to and use of the Service during the Term. Licensee acknowledges that it is obtaining only a limited right to utilize the Service during the Term and that no ownership rights or extended usage rights are granted to Licensee under this Agreement. Licensee agrees that ForceMetrics retains all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Service, to any and all ForceMetrics' Technology and documentation for the Service, and to any derivative works, modifications or improvements of any of the foregoing, specifically including any Feedback ("ForceMetrics Technology"). Except as expressly set forth in this Agreement, no right, title or interest in any ForceMetrics Technology is granted to Licensee. ForceMetrics may use Licensee's name and logo in lists of customers and marketing materials, including media opportunities and case study development provided that such use will comply with any standard trademark guidelines provided by Licensee to ForceMetrics.

20. **Feedback; Service Data.** From time-to-time during the Term, ForceMetrics may request from or receive from Licensee, such as in surveys, comments, questions, suggestions or other feedback relating to the Service or otherwise to ForceMetrics' products and services ("Feedback"). ForceMetrics may freely use or exploit Feedback in connection with the Service as well as any of its other current or future-developed products or services.

21. **Derived Data**. Licensee acknowledges and agrees that ForceMetrics shall have the right to utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze any Licensee Data, including configurations, categorization and classification of data, log data, performance results and Personal Data, resulting from Licensee's use of the Service ("Derived Data"). Derived Data, as used herein, shall also mean any information or data of any kind which has been created or derived by ForceMetrics during the scope of providing Services which is the result, directly or indirectly, from the manipulation, derivation, calculation or analysis of Licensee Data (whether generated by human or machine) whether alone or in conjunction with other data such that (i) Licensee Data cannot be identified by visual inspection, extracted or reverse engineered from it, (ii) it is substantially different from and does not resemble Licensee Data, unless any resemblance is purely coincidental following a bona fide and demonstrable derivation process, (iii) it has been de-identified, aggregated or anonymized such that it includes no Personal Data, (iv) it is used for security and operations management, to create statistical analyses, for research and development purposes and incorporated into aggregated and anonymized data sets for the purpose of improving and commercializing products, software, technology and services of ForceMetrics. Derived Data is owned by ForceMetrics and will not include any Licensee Confidential Information. Derived Data may be collected by ForceMetrics for any lawful business purpose without a duty of accounting to Licensee, provided that the Derived Data is used only in an anonymized, de-identified, or aggregated form, without specifically identifying the source of the Derived Data. On creation, ForceMetrics shall own all Intellectual Property Rights in the Derived Data.

22. **No Warranty.** THE SERVICE IS PROVIDED "AS IS" AND FORCEMETRICS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. FORCEMETRICS DOES NOT WARRANT THAT LICENSEE'S USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES FORCEMETRICS WARRANT THAT IT WILL REVIEW THE LICENSEE DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN THE LICENSEE DATA WITHOUT LOSS. FORCEMETRICS SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OF FORCEMETRICS' REASONABLE CONTROL. LICENSEE MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, IS LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

23. **Limitation of Liability**. EXCEPT FOR EXCLUDED CLAIMS, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE; AND (B) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (I) THE AMOUNT ACTUALLY PAID BY LICENSEE TO FORCEMETRICS UNDER THIS AGREEMENT OR (II) TEN THOUSAND DOLLARS (USD $10,000). "Excluded Claim" means any claim arising (a) from Licensee's breach of Section 1 (License Grant) or Section 6 (General Restrictions). (b) under Section 9 (Licensee Obligations), or (c) from a Party's breach of its obligations in Section 17 (Confidential Information). FORCEMETRICS' LIABILITY FOR DAMAGES ARISING FROM A BREACH OF THE OBLIGATIONS OF CONFIDENTIALITY IN SECTION 14 OF THIS AGREEMENT SHALL NOT EXCEED TWO THOUSAND DOLLARS ($2,000 USD) PER CLAIM.

24. **Indemnification and Insurance.**

a. **Indemnification by ForceMetrics**. ForceMetrics will defend, indemnify and hold harmless Licensee and its Users, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney fees) in connection with any third party claim arising from or related to allegations that use of the Licensed Platform in accordance with this Agreement infringes or misappropriates the intellectual property rights of such third party; provided however, that the foregoing obligations shall be subject to Licensee (1) promptly notifying ForceMetrics of the claim, (2) providing ForceMetrics with reasonable cooperation in defense of such claim, and (3) providing ForceMetrics with sole control over the defense of such claim, including negotiations and/or settlement, as applicable, subject to prior written consent of Licensee which consent shall not be unreasonably withheld, conditioned or delayed, provided that Licensee may participate in the

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defense of any claim at its own expense with counsel of its choosing. Notwithstanding the foregoing, ForceMetrics shall have no obligation with respect to a third party claim to the extent such claim arises from (i) acts of omissions of Licensee or its affiliates, Users, employees or contractors, (ii) claims brought by Licensee or its affiliates or Users, (iii) use of old versions of the Licensed Platform after notice and receipt of modified or updated software or the like, (iv) use of third party applications, components or data, (v) data, products, information or materials provided by Licensee or a third party, (v) use of the Licensed Platform in connection with modules, apparatus, hardware, software or other services not authorized by ForceMetrics or specified for use with the Licensed Platform by ForceMetrics, (vi) use of the Licensed Platform in any way not authorized or specified by ForceMetrics, or (vii) alteration or modification of the Licensed Platform by a party other than ForceMetrics. If the Licensed Platform is (or ForceMetrics believes is likely to become) the subject of a claim for which ForceMetrics would be obligated to defend and indemnify pursuant to this Section 24, the ForceMetrics may, at its sole option: (A) obtain for Licensee the right to continue use of the Licensed Platform; (B) provide a substitute platform to Licensee provided there is no material loss of functionality.; or (C) terminate this Agreement and refund any prepaid fees for the Licensed Platform applicable to periods after the date of such termination.

b. Indemnification by Licensee. To the extent authorized by the constitution and the laws of the State of _____, Licensee will defend, indemnify and hold harmless ForceMetrics and its affiliates, and each of their officers, directors, managers, shareholders, members and employees from any and all claims, liabilities, costs and expenses (including reasonable attorney fees) in connection with (1) any third party claim arising from or relating to allegations that (i) use of data, products, information or materials provided by Licensee hereunder, including without limitation, Licensee Data, infringes or misappropriates the intellectual property rights of such third party or violates applicable law, (ii) Licensee or its User, affiliate, employee, agent or independent contractor violates applicable law, or (iii) Licensee's breach of this Agreement; provided however, that the foregoing obligations shall be subject to ForceMetrics (A) promptly notifying Licensee of the claim, (B) providing Licensee with reasonable cooperation in defense of such claim, and (C) providing Licensee with sole control over the defense of such claim, including negotiations and/or settlement, as applicable, subject to prior written consent of ForceMetrics which consent shall not be unreasonably withheld, conditioned or delayed, provided that ForceMetrics may participate in the defense of any claim at its own expense with counsel of its choosing, (2) disabling a User's access to the Licensed Platform at Licensee's request, or (3) the actions or failure to act of Licensee, its affiliates, Users, employees or contractors, including willful, fraudulent, or negligent or reckless acts or omissions, resulting in any third party claim for personal injury or death, damage to personal property or reputation, environmental damage, interference with contract or employment, or violation of privacy.

c. Insurance. ForceMetrics shall maintain insurance coverages as follows written by companies with an A.M. Best rating of at least B+/A-.

1. Commercial General Liability insurance, with minimum combined single limits of $1,000,000 per-occurrence, $1,000,000 Products/Completed Operations Aggregate and $1,000,000 general aggregate. Coverage must be written on an occurrence form.

2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, $100,000 each accident, b) by disease, $100,000 per employee with a per policy aggregate of $500,000.

3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of $1,000,000 per occurrence.

4. Professional Liability (Directors and Officers Liability) and Cyber Risk Insurance (including technology and media errors and omissions, privacy and network security), covering acts, errors, and omissions arising out of ForceMetrics' operations or services with minimum limits of $1,000,000 per occurrence, $1,000,000 annual aggregate.

25. Export Control. In performance of this Agreement, Licensee and ForceMetrics each agree to comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, (a) Licensee and ForceMetrics each represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (b) Licensee will not (and will not permit any of its users to) access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (c) Licensee will not submit to the Service any information that is controlled or prohibited under any U.S. trade regulations.

26. General. This Agreement will be governed by and construed under the laws of the State of Colorado. Any suit or proceeding arising out of or relating to this Agreement will be commenced exclusively in the state or federal courts in Denver, Colorado and each Party irrevocably submits to the exclusive jurisdiction and venue of such courts. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed. The parties are independent contractors and no employment, agency, or joint venture is created hereunder. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by (a) registered or certified mail, postage prepaid and return receipt requested, (b) nationally recognized delivery or courier service with tracking service, or(c) delivered by hand to the party to whom such notice is required or permitted to be given, at the addresses of the Parties set forth below (or such other addresses as the parties may designate from time to time by like notice): ForceMetrics, 2590 Welton Street, Suite 200, Denver, Colorado 80205; and Licensee, _____ [insert address]. ForceMetrics will not be responsible for any delay or failure to perform any obligations to Licensee which is caused by any Force Majeure event or other action beyond a Party's control. "Force Majeure" will include but not be limited to: acts of nature, floods or fire; transportation, power or other supply shortages or unavailability, failure or delays; strikes or labor shortages; government actions, orders or restrictions; disease or pandemic; and wars, insurrections, or acts of terrorism. If the Force Majeure event continues for a period of time that makes performance hereunder impossible or impracticable, either Party may terminate the Agreement upon thirty (30) days' written notice to the other Party. All amendments must be in writing and signed by both parties. Waivers must be in writing and no waivers will be implied. Licensee may not assign or amend this Agreement without the prior written consent of ForceMetrics, and any purported assignment or amendment in violation of the foregoing will be void. ForceMetrics may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of

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ForceMetrics' assets or voting securities. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, the remaining provisions hereof will be unaffected and remain in full force and effect. This Agreement is the final, complete and exclusive agreement between the Parties relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. All other use by Licensee is prohibited.