

POWERDETAILS, LLC
SOFTWARE AS A SERVICE AGREEMENT

THIS SOFTWARE AS A SERVICE AGREEMENT (“Agreement”) is entered into by and between **POWERDETAILS, LLC (“Vendor”)** and **Weber County Sheriff’s Office (“Customer”)**. The term (“**Term**”) of this Agreement shall begin on the date on which both parties have executed it (“**Effective Date**”).

Recitals

WHEREAS, Vendor provides services (“**Vendor Services**”) using Vendor’s software (“**Vendor Software**”) and access-controlled website (“**Vendor Site**”) which Customer desires to use for electronic scheduling and administration of off-duty police details; and

WHEREAS, Customer desires to obtain a subscription (“**Customer Subscription**”) for certain Vendor Services in accordance with the provisions of (a) this Agreement and (b) one or more quotation sheets (each a “**Quotation Sheet**”) entered into by and between the parties, each of which shall specify the Vendor Services included in each Customer Subscription (“**Subscription Services**”), the term of the Customer Subscription (each a “**Subscription Term**”) and the fees applicable to the Customer Subscription (“**Subscription Fees**”).

NOW, THEREFORE, in consideration of the parties' mutual promises contained in this Agreement, the parties, intending to be legally bound, agree as follows:

1. Use of Subscription Services.

a) Subject to the terms and conditions of this Agreement, Vendor grants Customer and the users (“**Users**”) given access to the Services by Customer the limited, non-exclusive, non-sublicensable right to use the Subscription Services included within the Customer Subscription during the Subscription Term. Customer will have access to the Enterprise Tier and unlimited usage by Vendors, Officers and Personnel in the Weber County Sheriff’s Office.

b) Neither Customer nor any User will engage in any of the following actions (collectively, the “**Restricted Activities**”): (i) modify, translate, or create derivative works of the Vendor Services, Vendor Software, Vendor Site or any other technology used to provide the Vendor Services (collectively, “**Vendor Technology**”); (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Vendor Software's source code; (iii) sublicense, resell or distribute any Vendor Technology in any manner or form; (iv) share login credentials for the Subscription Services other than with permitted Users; (v) “frame” or “mirror” the Vendor Services or Vendor Site; or (vi) submit to or create within the Vendor Services any data or other materials (collectively “**Restricted Materials**”) that (A) are illegal or illegally created, obtained or submitted, (B) infringe upon or otherwise violate the rights of any third party, (C) are not

permitted, under applicable laws, regulations, contractual obligations or Customer policies, to be disclosed by Customer to Vendor or the Users.

c) Customer is responsible for establishing, and maintaining the security and confidentiality of, all User usernames and passwords and for all activities that occur under Customer's User accounts. Customer agrees to notify Vendor immediately of any unauthorized access to or use of any User account or other known or suspected breach of security.

d) Customer will have sole responsibility, and Vendor assumes no responsibility, for the data submitted to or created within the Vendor Services by Customer or any User (collectively, "**Customer Data**"). Without limiting the foregoing, if Vendor is notified that any Customer Data might violate applicable law or third-party rights, it may provide notice to Customer and remove such Customer Data from the Service until the potential violation is resolved.

e) Customer shall comply with all applicable laws in using the Vendor Services.

f) Vendor may, from time to time, adopt and update rules for permitted and appropriate use of the Vendor Services. Any use of the Subscription Services by Customer and Customer's Users shall be subject to such rules.

g) Vendor reserves the right, in addition to any other remedies available to it, to suspend any User account or User activity if Vendor believes such account or activity (i) is the source of disruption of the Vendor Services or harm to the systems or infrastructure of Vendor or any third party, (ii) is being used to conduct illegal activity or activity that could potentially expose Vendor to legal liability, or (iii) otherwise materially violates the terms and conditions set forth in this Agreement or any rules adopted by Vendor with respect to the use of the Vendor Services.

h) The Vendor Services are subject to modification from time to time at Vendor's sole discretion; provided that any such modification will not degrade the functionality of the Subscription Services in any material manner, except as required by applicable law. Vendor will use reasonable efforts to give Customer prior written notice of any material modification.

2. Fees. Subscription Fees for each Customer Subscription shall be payable in the amounts and upon the terms specified in the Quotation Sheet. Except as expressly provided in this Agreement, Subscription Fees are nonrefundable. Late payments shall be subject to a charge of 1.5% per month on any outstanding balance or the maximum permitted by law, whichever is lower, plus all reasonable expenses and fees of collection.

3. Customer Data.

a) As between Customer and Vendor, all Customer Data submitted to the Vendor Services by Customer or by Customer's Users will remain the sole property of Customer or such Users. Customer grants to Vendor a non-exclusive, perpetual license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary to provide, maintain and improve the Vendor Services.

b) Customer may obtain Customer Data in commonly used digital format upon written request to Vendor; provided, however, that Vendor shall have no obligation to retain any Customer Data more than ninety (90) days after the end of the Term.

c) Except as authorized by Customer or required under applicable law, Vendor shall not disclose any Customer Data to anyone other than Customer's Users and Vendor's employees and subcontractors who are bound by confidentiality obligations and who need to know the same to perform Vendor's obligations hereunder. The confidentiality obligations set forth in this paragraph do not apply to Customer Data which is already in the possession of Vendor and not subject to a confidentiality obligation to Customer, independently developed by Vendor, publicly disclosed through no fault of Vendor or rightfully received by Vendor from a third party that is not under any obligation to keep such information confidential.

d) Customer shall provide Vendor written notice before any Customer Data that is subject to laws or regulations respecting public records ("**Public Records Laws**") is submitted to or created within the Vendor Services. Such notice shall specify which Customer Data is subject to Public Records Laws and the Vendor's obligations, if any, under Public Records Laws with respect to such Customer Data.

4. Ownership of Vendor Technology. Vendor retains all rights in the Vendor Technology, including, without limitation, any intellectual property developed by Vendor during the course of its performance of any services for Customer. Except as expressly provided in this Agreement, no license or other right is granted to Customer or its Users in the Vendor Technology. The Vendor name, the Vendor logo, and the product names associated with the Vendor Technology are trademarks of Vendor or third parties, and they may not be used without Vendor's prior written consent.

5. Indemnification.

a) Vendor will defend, indemnify, and hold Customer (and its Users, officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") incurred in connection with any third party claim, suit, action, or proceeding arising from the actual or alleged infringement of any United States copyright, patent, trademark, or misappropriation of a trade secret by the Subscription Services. In case of such a claim, Vendor may, in its sole discretion and at its sole

cost, procure a license that will protect Customer against such claim, replace the Subscription Services with a comparable non-infringing service, or terminate the Subscription Service without fault, provided that in case of such a termination, Customer will receive a pro-rata refund of the applicable Subscription Fees. The obligations contained in this paragraph will not apply to the extent that the alleged infringement would not exist without: (i) modification of any Vendor Technology by Customer or any User, (ii) combination by Customer or any User of any Vendor Technology with any third party technology, (iii) continued use of any Vendor Technology by Customer or any User more than thirty (30) days after Customer is notified of the alleged infringement or modifications that would have avoided the alleged infringement, or (iv) use by Customer or any User of any Vendor Technology in breach of these Terms.

b) Customer will defend, indemnify, and hold Vendor (and its officers, directors, employees and agents) harmless from and against all Losses incurred in connection with any Restricted Activities.

c) In case of any claim that is subject to indemnification under these Terms, the party that is indemnified (“**Indemnitee**”) will provide the indemnifying party (“**Indemnitor**”) reasonably prompt notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under these Terms. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this Section to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault or liability.

6. Disclaimers and Limitations.

a) THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY VENDOR. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. THE VENDOR TECHNOLOGY IS PROVIDED TO CUSTOMER ON AN “AS IS” AND “AS AVAILABLE” BASIS. VENDOR DOES NOT WARRANT THAT USE OF THE VENDOR TECHNOLOGY WILL BE ERROR-FREE OR UNINTERRUPTED.

b) Except with respect to liability for Restricted Activities or third party claims of infringement of intellectual property rights, and any express obligations under this Agreement to provide indemnification with respect thereto, in no event will either party’s aggregate liability exceed the Subscription Fees required to be paid by the Customer to Vendor during the twelve (12) month period ending on the date on which the relevant claim is submitted. In no event will either party be liable for any indirect, special, incidental, consequential

damages of any type or kind (including, without limitation, loss of data, revenue, profits, use or other economic advantage).

c) If the Subscription Services are impacted by any incident resulting in data loss, Vendor will take commercially reasonable steps to restore the Customer Data from the most recent existing, unaffected backup available. Vendor makes no representations or warranties regarding its ability to recover any Customer Data lost, and Customer acknowledges that it may obtain a back-up copy of Customer Data by written request to Vendor.

7. Term and Termination

a) Except as renewed or terminated pursuant to this Section 7, (i) the Term of this Agreement shall begin on the Effective Date and end on the first anniversary of the Effective Date, and (ii) the Subscription Term of each Customer Subscription shall be as set forth in the Quotation Sheet for the Subscription.

b) Each of the Term and the Subscription Term shall be automatically extended for additional successive periods of one year each at its expiration (or the expiration of any period by which it is extended) unless, at least ninety days prior to such expiration, either party gives written notice of termination to the other party. In addition, the Term shall be automatically extended to remain in effect for any additional period during which a Subscription Term is in effect.

c) Either party may terminate this Agreement and any Quotation Sheet at any time in the event that the other party (i) breaches any material term of this Agreement or such Quotation Sheet and fails to cure such breach within thirty (30) days after written notice thereof; or (ii) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, or is wound up or liquidated, voluntarily or otherwise.

d) Upon termination of this Agreement for any reason, Customer and Users shall cease all use of Vendor Services and, except as provided in Section 8 (Survival of Provisions), all rights and obligations of the parties hereunder, apart from Customer's accrued financial obligations, shall automatically cease. Notwithstanding the foregoing, termination shall not affect or prejudice any right or remedy that a party possesses with respect to any breach of this Agreement occurring on or before the date of termination.

8. Survival of Provisions. The following Sections, and all defined terms used therein, shall survive termination: all definitions, 1(b)(Use of Subscription Services), 3 (Customer Data), 4

(Ownership of Vendor Technology), 5 (Indemnification), 6 (Disclaimers and Limitations), 7 (Term and Termination), 8 (Survival of Provisions), 9 (Notice), and 10 (Miscellaneous).

9. Notice. Vendor may give notice by means of electronic mail to Customer's email address on record in Customer's account or by written communication sent by first class mail or by courier service to Customer's address on record in Customer's account. Such notice will be deemed to have been given 72 hours after mailing (if sent by first class mail) or sending by courier or 24 hours after sending (if sent by email), or, if earlier, when actually received. Customer may give notice to Vendor by email to contracts@powerdetails.com. A party may, by giving notice, change its applicable address, email, or other contact information.

10. Miscellaneous

a) Choice of Law. This Agreement will be interpreted in accordance with the laws of the State of Florida and applicable federal law, without regard to conflict of laws principles.

b) Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Agreement will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

c) No Agency. No joint venture, partnership, employment, or agency relationship exists between Customer and Vendor as a result of this Agreement or use of any Vendor Services.

d) No Waiver. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision.

e) Force Majeure. If the performance of this Agreement by either party (other than the payment of Subscription Fees by Customer) is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of such party, that party will be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

f) Authority. Each of the undersigned represents and warrants that he or she has full legal authority to bind the party for which he or she purports to execute this Agreement by signing below.

g) Assignment. This Agreement may not be assigned by Customer without the prior written approval of Vendor but may be assigned by Vendor to (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of Vendor's assets involved in the

operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this Section will be void. This Agreement may be enforced by and is binding on permitted successors and assigns.

h) Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

i) Entire Agreement. This Agreement and any Quotation Sheets in effect between the parties comprise, together, the entire agreement between Customer and Vendor and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment or modification to this Agreement shall be binding unless in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereby execute this Agreement to be effective on the date on which both parties have signed it.

VENDOR

CUSTOMER

POWERDETAILS, LLC

By: *Roger Dunnavan*
Printed Name: Roger Dunnavan
Title: EVP, Business Development
Date: Feb. 27, 2024

By: _____
Printed Name: _____
Title: _____
Date: _____