CR-54464.1

Amendment to Grayshift, LLC ArtifactIQ Software Services Agreement (SaaS) v-8.2023 between Grayshift, LLC and Washtenaw County

The SaaS terms are modified as follows.

Add Section 5 5 Nothing in this agreement shall prohibit Customer from complying with its duty to disclose information pursuant to the Freedom of Information Act
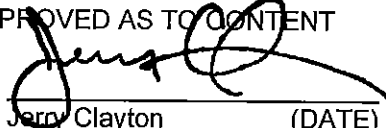
Section 10 7 is stricken and replaced with the following Applicable Law and Venue This Agreement is governed and construed in accordance with the laws of the State of Michigan, excluding its choice of law principles, and the parties agree to submit to the jurisdiction of courts located in the State of Michigan to resolve disputes

Grayshift, LLC

Peter Vreeswyk
000C1D460BF34DB
Peter Vreeswyk
Chief Financial Officer
Date 8/18/2023

Approved by

DS
Reviewed by Legal
Josh Abraham

APPROVED AS TO CONTENT

By _____
Jerry Clayton   (DATE)
Sheriff

WASHTENAW COUNTY

_____
08/28/2023
Gregory Dill
County Administrator

ATTESTED TO

_____
Lawrence Kestenbaum   08/28/2023
Lawrence Kestenbaum
County Clerk/Register

Grayshift, LLC

ArtifactIQ Software Services Agreement

This Software Services Agreement ("Agreement") is made and entered into by and between Grayshift, LLC ("Provider") and the entity identified in the signature block below ("Customer") (each a "Party" and together the "Parties") and governs the quote ("Quote") entered into by Provider and Customer separately This Agreement is effective as of the Quote Effective Date, as specified in the first Quote entered into by the Parties (the "Effective Date")

A   Provider develops and commercializes a cloud-based digital evidence analysis tool and platform, and delivers certain recurring services to customers on a subscription basis, and

B   Provider and Customer desire to enter into this Agreement to enable Customer to receive certain services and license certain software from Provider under this Agreement as specified in one or more Quotes

In consideration of the mutual promises and covenants set forth in this Agreement, the Parties, intending to be legally bound, hereby agree as follows.

1   Definitions

1 1   Definitions Unless specifically defined below, capitalized terms are defined in Schedule A below

2   Subscription Services.

2 1   License Subject to the terms of this Agreement and for the consideration specified in the Quote, Provider hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non-assignable and non-sublicensable license to access and use the Subscription Services described in each Quote, in the form provided by Provider, during the applicable Subscription Term specified in that Quote, and subject to any additional limitations specified in each Quote The foregoing license includes the right for Customer to permit the designated number of Authorized Users to access the Subscription Services for the designated number of mobile devices in Customer's lawful possession or control for analysis with the judicial authority to access the mobile devices ("Devices") within the scope of the foregoing license granted to Customer (each of the forgoing as designated in the Quote) and to permit a limited number of Authorized Third Parties to access the Subscription Services in a very limited capacity via a link shared by Customer or Customer's Authorized Users to view specific analysis extraction outputs within the scope of the foregoing license granted to Customer, and otherwise subject to this Agreement

2 2   Updates and Security We may update the Subscription Services and the applicable specifications from time to time, including to improve or add new functionality to the Subscription Services, or to reflect changes in laws, regulations, rules, technology, industry practices, patterns of system use, and availability of third party services or content (as defined below) Customer will reasonably cooperate with Provider to help secure the Subscription Services as requested by Provider from time to time, including to help Provider install security patches and deploy other risk mitigation or prevention techniques Notwithstanding the foregoing, Customer understands that Provider may modify or discontinue offering the Subscription Services at any time

2 3   Third Party Software and Components Customer acknowledges that the Subscription Services may make use of, contain or otherwise incorporate software or components licensed to Provider from third parties ("Third Party Software"), and that the Third Party Software is not owned by Provider, and may be subject to additional terms and restrictions imposed by the Third Party Software licensor Customer hereby agrees to abide by such additional terms and restrictions Certain items of independent, third-party code may be included in the Subscription Services that are subject to the GNU General Public License ("GPL") or other open source licenses ("Open Source Software") Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software A list of Open Software and Third Party Software used in the Subscription Services is available at your request

2 4   Use of Services Customer shall require that its Authorized Users and Authorized Third Parties comply with all relevant terms of this Agreement and any failure to comply with a material term or repeated failures to comply will constitute a breach by Customer Customer shall not use the Subscription Services or any Third Party Software for any purposes beyond

the scope of the license granted in this Agreement Further, Customer will not (a) permit more than one Authorized User or more than one Authorized Third Party to access the Subscription Services using a single corresponding account if the fees payable by Customer to Provider under the Quote are based on the number of Authorized Users or the number of Authorized Third Parties, or (b) knowingly use the Subscription Services in noncompliance with the applicable documentation provided by Provider, or to violate any applicable law or regulation Customer will ensure that all passwords and all access to the accounts held by Authorized Users and Authorized Third Parties within the Subscription Services are kept secure and confidential Customer is solely responsible for any and all access and use of the Subscription Services that occurs using passwords or accounts held by Authorized Users or Authorized Third Parties Neither Customer nor any Authorized User or Authorized Third Party may circumvent or otherwise interfere with any user authentication or security of the Subscription Services or any Third Party Software Customer will immediately notify Provider of any unauthorized use of any account or password, or any breach, or attempted breach, of security known to Customer Provider shall have no liability for any loss or damage arising from Customer's failure to comply with the terms set forth in this Section

2 5　Restrictions Notwithstanding anything to the contrary in this Agreement, Customer will not at any time, directly or indirectly, and will not allow any Authorized Users, Authorized Third Parties, or any other individual or entity to (a) copy, modify or create derivative works of the Subscription Services or Third Party Software, in whole or in part, in any manner except in furtherance of its legitimate government interests and such use by Customer is not done to permit or allow the Customer, Authorized User, Authorized Third Party, or any third party the ability to reverse engineer or utilize the Subscription Services or Third Party Software in a manner that is or could be detrimental or adverse to the interests (including financial interests) of Provider or the Third Party Software licensor, (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Subscription Services or Third Party Software, (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Subscription Services or Third Party Software, in whole or in part, (d) use the Subscription Services or Third Party Software on a time sharing, service bureau, application service provider (ASP), rental or other similar basis, (e) remove or alter any proprietary notices from the Subscription Services or Third Party Software, (f) distribute any copy of the Subscription Services or Third Party Software to any third party or permit any third party to access or use the Subscription Services or Third Party Software other than an Authorized User or Authorized Third Party, (g) use the Subscription Services or Third Party Software other than with products or services provided by Provider, unless approved by Provider in advance and in writing, (h) deactivate, modify or impair the functioning of any disabling code in the Subscription Services or Third Party Software, (i) circumvent or disable Provider copyright protection mechanisms or license management mechanisms, (j) use the Subscription Services or Third Party Software in violation of any applicable law or to support any illegal activity, (k) use the Subscription Services or Third Party Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or (l) use any Subscription Services or Third Party Software, or allow the transfer, transmission, export, or re-export of the Subscription Services or Third Party Software or portion thereof, in violation of any applicable law or regulation, including any export control laws or regulations administered by the U S Commerce Department or any other government agency Provider expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing

3　Financial.

3 1　Prices The prices for Subscription Services are set forth in applicable Quotes entered into by Provider and Customer

3 2　Payments Customer will pay all amounts specified under each Quote that was accepted by both Customer and Provider or otherwise due under this Agreement Unless otherwise agreed upon by Customer and Provider in a Quote as part of the ordering process, all payments for recurring Subscription Services are due (a) within thirty (30) days of the date of the invoice issued by Provider at the time of order, if the Subscription Services are ordered through Provider's enterprise sales team, or (b) at the time of purchase, if the Subscription Services are ordered online and paid by credit card Any portion of any amount payable hereunder that is not paid when due will accrue interest at two percent (2%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid

3 3　Taxes Except as exempt by law, Customer will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Provider's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services Customer will make all required payments to Provider free and clear of, and without reduction for, any withholding taxes

3 4　Currency Unless otherwise agreed in writing by the Parties, all amounts under this Agreement are stated and calculated, and will be paid in United States Dollars ($ U S) to a bank account designated by Provider in the USA

4 Intellectual Property

4 1 <u>Ownership and Reservation of Rights</u> Provider owns or licenses and will retain all right, title and interest in and to the Subscription Services and all related Software and other technology used to deliver the Subscription Services, and to all IP Rights in and to all such Subscription Services, Software and other technology Provider does not grant in connection with this Agreement any license or other right that is not expressly stated in this Agreement with respect to any IP Rights, Subscription Services, software, product, technology, or data, whether by implication, statute, inducement, estoppel or otherwise, and Provider hereby reserves all of its rights other than the rights expressly granted in this Agreement

4 2 <u>Feedback</u> If Customer, its Authorized Users, its Authorized Third Parties, or any of its other employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Subscription Services, including without limitation, new features, corrections, modifications or functionality relating thereto, or any comments, questions, suggestions, or the like (collectively, "Feedback"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback Customer hereby assigns to Provider, on Customer's behalf, and on behalf of its Authorized Users, its Authorized Third Parties, and its other employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other IP Rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback

4 3 <u>Further Assurances</u> To the extent any of the rights, title and interest in and to Feedback or IP Rights therein cannot be assigned by Customer to Provider, Customer hereby grants to Provider an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest If the foregoing assignment and license are not enforceable, Customer agrees to waive and never assert against Provider those non-assignable and non-licensable rights, title and interest Customer agrees to execute any documents or take any actions as may reasonably be necessary, or as Provider may reasonably request, to perfect ownership of the Feedback

5 Confidentiality

5 1 Subject to applicable law, Customer acknowledges that the Subscription Services are sensitive technologies whose Confidential Information requires the highest duty of care Customer, Authorized Users, Authorized Third Parties, and all final users of the Subscription Services (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information, as defined below, nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Provider's rights therein, at all times exercising the highest duty of care Further, the Receiving Party shall not attempt to use any Confidential Information to discover, decompile, disassemble or reverse engineer the Subscription Services Receiving Party agrees to restrict access to Provider's Confidential Information to those Authorized Users (and Authorized Third Parties) who require access in order to perform hereunder and subject to confidentiality and nonuse obligations at least as protective of Provider as those set forth in this Agreement (in which case Receiving Party will remain responsible for any noncompliance by such Authorized Users and Authorized Third Parties), and, except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Provider For the purposes of this Agreement, "Confidential Information" means any proprietary, trade secret, financial, technical and non-technical information related to Provider's business and current, future and proposed products and services and any derivatives therefrom containing, including, referring to, or otherwise reflecting and/or generated from such Confidential Information Confidential Information includes, without limitation, (i) information concerning the methods of use, components, features, functions and solutions of Provider's software or product offerings (including the Subscription Services and all modifications, improvements and extensions thereof), information found on the Provider support website, and (ii) any copies, photographs, or other reproductions of the foregoing, whether or not marked as "confidential" or "proprietary "

5 2 Confidential Information (with the exception of personal information) shall not include any information that is (i) already known to the Receiving Party at the time of the disclosure, (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the Receiving Party, (iii) subsequently disclosed to the Receiving Party on a non-confidential basis by a third party not having a confidential relationship with Provider that rightfully acquired such information, or (iv) communicated to a third party by the Receiving Party with Provider's express written consent

5 3 A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement, provided that

the Receiving Party promptly notifies Provider in writing, if notification is permitted by law, and uses commercially reasonable efforts to assist Provider, at Provider's expense, in opposing such disclosure or obtaining a protective order or other reliable assurance preventing or limiting such disclosure and/or ensuring that confidential treatment will be accorded to any Confidential Information that is disclosed. Such disclosure does not remove the Confidential Information so disclosed from the protection of this Agreement. No further disclosure beyond the scope of such order is allowed.

5.4   The Receiving Party acknowledges and agrees that due to the unique nature of Provider's Confidential Information, there can be no adequate remedy at law for any breach of its obligations under this Section 5, that any such breach will cause irreparable and continuing damage to Provider and, therefore, that upon any such breach or any threat thereof, Provider shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

6   Privacy and Data Protection

6.1   The Parties agree to the data protection addendum attached hereto as Schedule B ("Addendum").

6.2   Customer hereby grants Provider a license to use Customer Data (i) to process Customer Data pursuant to Customer's use requirements, (ii) for maintenance, support and improvement of Provider's platform, products and services, and (iii) to collect and use aggregate, non-identifying and anonymized data for research, development, statistical and benchmarking purposes, provided that Provider will comply with applicable laws and regulations in connection with its collection and use of such anonymized data.

7   Warranties and Disclaimers

7.1   Provider Warranties.   Unless otherwise set forth in the applicable Quote, Provider warrants to Customer that during the period of [ninety (90) days] from the date set forth in the applicable Quote on which the Subscription Services are made available to Customer (the "Warranty Period") the Subscription Services will operate in substantial accordance with Provider's applicable documentation made available by Provider to Customer. If Customer becomes aware of the Subscription Services not operating in substantial accordance with the applicable documentation (a "Defect"), Customer must provide Provider with written notice that includes a reasonably detailed explanation of the Defect within the Warranty Period. If Provider is able to reproduce the Defect in Provider's own operating environment, Provider will use commercially reasonable efforts to promptly correct the Defect or provide replacement software services to Customer with substantially similar functionality, or at Provider's option, terminate the Subscription Term for the defective Subscription Services and provide a pro-rata refund to Customer of the fees paid for the defective Subscription Services. THE FOREGOING SETS FORTH PROVIDER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE SUBSCRIPTION SERVICES.

7.2   Customer Warranties.   Customer represents, warrants and covenants to Provider that (a) only Authorized Users (and Authorized Third Parties, as applicable) of Customer who have obtained any necessary consents and approvals pursuant to applicable laws (including without limitation lawful court orders, warranties or similar legal mechanisms) shall be permitted to use the Subscription Services, (b) Customer and its Authorized Users and Authorized Third Parties shall only use the Subscription Services in compliance with all applicable laws, and (c) Customer and its Authorized Users and its Authorized Third Parties shall only use the Subscription Services in accordance with the consents and approvals obtained pursuant to applicable laws.

7.3   Performance.   Provider and Customer each warrants and represents that it is a corporation or other legal entity duly organized, validly existing and in good standing with the applicable authorities, and that it has all necessary power and authority to execute and deliver this Agreement and each Quote executed by it, and perform its obligations under this Agreement and such Quote.

7.4   Warranty Disclaimer.   EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 7, THE SUBSCRIPTION SERVICES AND THIRD PARTY SOFTWARE ARE PROVIDED "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS". CUSTOMER'S USE OF THE SUBSCRIPTION SERVICES AND ANY THIRD PARTY SOFTWARE IS AT ITS OWN RISK. NEITHER PROVIDER NOR ANY THIRD PARTY SOFTWARE LICENSOR MAKES, AND PROVIDER AND ITS THIRD PARTY SOFTWARE LICENSORS HEREBY DISCLAIM, ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, SUITABILITY, PERFORMANCE, ACCURACY, RELIABILITY, ACCURACY OF DATA, QUIET ENJOYMENT, OPERABILITY, CONDITION, INTEGRATION, TITLE, NON-INTERFERENCE

AND NON-INFRINGEMENT FURTHER, NEITHER PROVIDER NOR ANY THIRD PARTY SOFTWARE LICENSOR WARRANTS, GUARANTEES, OR MAKES ANY REPRESENTATIONS THAT THE SUBSCRIPTION SERVICES OR THIRD PARTY SOFTWARE WILL BE FREE FROM DEFECTS, WHETHER LATENT OR PATENT, BUGS OR THAT THE SUBSCRIPTION SERVICES OR THIRD PARTY SOFTWARE OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR THAT THE SUBSCRIPTION SERVICES OR THIRD PARTY SOFTWARE OR ANY WRITTEN MATERIALS WILL BE CORRECT, ACCURATE, SECURE OR RELIABLE, FREE FROM HARMFUL CODE, OR ERROR-FREE THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT

7 5 Limitation of Liability UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL PROVIDER OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF USE OR OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM USE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS PROVIDER'S TOTAL AND AGGREGATE LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT AND ALL QUOTES, REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, INDEMNIFICATION OBLIGATIONS, TORT OR OTHERWISE, SHALL BE LIMITED AT ANY POINT IN TIME TO THE FEES PAID BY CUSTOMER TO PROVIDER FOR THE SUBSCRIPTION SERVICES GIVING RISE TO SUCH LIABILITY OVER THE TWELVE (12) MONTHS PRIOR TO THAT POINT IN TIME THE FOREGOING LIMITATION IN THIS SECTION 7 5 IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT, AND THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THAT LIMIT EACH PARTY ACKNOWLEDGES THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY

8 Indemnification

8 1 Provider Indemnity Provider shall indemnify, defend, and hold harmless Customer from and against losses, damages, liabilities, costs (including reasonable attorneys' fees) incurred by Customer to the extent they result from any third-party claim or suit that the Subscription Services infringe or misappropriate such third party's copyright, patent or trade secret rights in the country(ies) of Customer's location(s) as licensed under the applicable Quote, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim

(a) If such a claim is made or appears possible, Provider may, at Provider's sole discretion, (i) modify or replace the Subscription Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer

(b) The foregoing indemnification obligations will not apply to the extent that the alleged infringement arises from (i) use of the Subscription Services in combination with any data, software, hardware, equipment, network, system or technology not provided by Provider or authorized by Provider in writing, (ii) modifications or alterations to the Subscription Services not made by Provider, (iii) Customer's continued use of the Subscription Services after Provider notifies Customer to discontinue use because of an infringement claim, or (iv) Customer Data

(c) THE FOREGOING STATES THE ENTIRE LIABILITY OF PROVIDER WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY THE SUBSCRIPTION SERVICES OR OTHERWISE, AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY OTHER LIABILITIES OR OBLIGATIONS OF PROVIDER WITH RESPECT THERETO

8 2 Customer Indemnity Subject to applicable law, Customer shall indemnify, hold harmless, defend, or at its option settle, any third party claim or suit against, and any losses, damages, liabilities, costs (including reasonable attorneys' fees)

incurred by, Provider based on a claim (i) of any breach of this Agreement, including its Addendum, by Customer, its affiliates, Authorized Users, Authorized Third Parties, employees, agents, successors and assigns, or (ii) relating to or based on the activities conducted by Customer or its Authorized Users or Authorized Third Parties, using or that used the Subscription Services, and Customer shall pay any final judgment entered against Provider in any such proceeding or agreed to in settlement. Provider will notify Customer in writing of such claim or suit and give all information and assistance reasonably requested by Customer or such designee.

9   Term and Termination

9 1   Term   This Agreement becomes effective on the Effective Date and will continue in effect until terminated in accordance with this Section 9 ("Term"). Notwithstanding the foregoing, the license to the Subscription Services is only during the Subscription Term applicable to such Subscription Services as set forth in the Quote.

9 2   Termination

(a)   This Agreement may be terminated immediately, by written notice, (i) by either Party in the event of a material breach of this Agreement by the other Party if the circumstances that led to such breach remain uncured for 30 days from receipt of written notice of default, or (ii) by either Party if the other Party ceases to do business, makes an assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or other insolvency proceeding.

(b)   Without limiting the foregoing, at Provider's sole discretion, Provider may also revoke the license and/or terminate this Agreement immediately without refund or reimbursement if Customer violates any Material Provision of this Agreement. For the purposes of this Section 9, "Material Provision" means each of Sections 2 1 (License), 2 3 (Use of Services), 2 4 (Restrictions), 5 (Confidentiality), and 7 2 (Customer Warranties).

(c)   Any termination of this Agreement shall terminate the licenses granted hereunder.

9 3   Effect of Termination   All Confidential Information, Subscription Services and derivatives therefrom delivered pursuant to this Agreement shall be and remain the property of Provider, and upon expiration or termination of this Agreement for any reason, Receiving Party shall destroy (or return, at Provider's election) (i) all materials in the possession of Receiving Party in any medium that contain, refer to, or relate to, and all other written, printed, or tangible materials containing, Confidential Information, and (ii) any derivatives therefrom, and shall so certify to Provider that such actions have occurred. No such material shall be retained or used by the Receiving Party in any form or for any reason. The provisions of Sections 1 (Definitions), 4 (Intellectual Property), 5 (Confidentiality), 7 4 (Warranty Disclaimer), 7 5 (Limitation of Liability), 8 (Indemnification), 9 3 (Effect of Termination), 10 (General), and Schedule A will survive any termination or expiration of this Agreement. Notwithstanding any other provision of this Agreement, the obligations of the Receiving Party as to Confidential Information shall remain binding in perpetuity until such information no longer qualifies as Confidential Information or until Provider sends the Receiving Party written notice releasing the Receiving Party from its obligations under Section 5 hereto, whichever occurs first.

10   General

10 1   Government Use   If Customer is part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Subscription Services, Third Party Software, any related documentation and technical data is restricted in accordance with the Federal Acquisition Regulations (FAR) 48 C F R §12 211 and 48 C F R §12 212 for civilian agencies and the Defense Federal Acquisition Regulation Supplement (DFARS) 48 C F R §227 7102-2 and 48 C F R §227 7202 for military agencies. The Subscription Services, Third Party Software, documentation and any derivatives thereof are "commercial items", "commercial computer software" and "computer software documentation" as defined 48 C F R §2 101. The use, duplication, reproduction, release, modification, disclosure or transfer of the Subscription Services, Third Party Software, documentation and technical data is further restricted in accordance with the terms of this Agreement, or any modifications thereto. Consistent with 48 C F R §12 211, 48 C F R §12 212, 48 C F R §227 7102-1 through 48 C F R §227 7102-3, and 48 C F R §§227 7202-1 through 227 7202-4, as applicable, Customer acknowledges and agrees that the Subscription Services and Third Party Software are provided to Customer, its Authorized Users and its Authorized Third Parties (i) only as "commercial items", "commercial computer software" and "computer software documentation", and (ii) with only those rights as are granted to all other users pursuant to Provider's (or the Third Party Software licensors') standard terms. This Section 10 1 is in lieu of, and supersedes, any FAR, the DFARS, or other clause or provision that addresses Government rights in computer software or technical data.

10 2   Third Party Licensor Publicity   Customer acknowledges and agrees that Government seals, trademarks, logos, service marks, trade names, and the fact that Customer uses the Third Party Software, shall not be used by Third Party

Software licensors in such a manner as to state or imply that such licensors' products or services are endorsed, sponsored or recommended by any entity of the Government, or are considered by the Government as superior to any other company's products or services Customer further agrees that Third Party Software licensors may list the Customer's name in a publicly available user list so long as the name is not displayed in a more prominent fashion than that of any other third-party name and reference the Customer as the Third Party Software licensor's user

 10 3 Export Controls Customer shall comply with the U S Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of the United States or foreign agency or authority Customer will not export, or allow the export or re-export, of the Subscription Services in violation of any such laws, restrictions or regulations

 10 4 Assignment This Agreement is personal to Customer and may not be assigned, sublicensed, or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Customer) without Provider's consent and any action or conduct in violation of the foregoing shall be void and without effect

 10 5 Notices All notices or other communications relating to the performance, enforcement, or other legal aspects of this Agreement will be in writing and will be personally delivered or sent by overnight courier service to each Party, as applicable, at the address set forth in the relevant Quote Any other communications between Customer and Provider, including relating to the technical and business collaboration under specific Quotes, may be conducted over telephone, email, or by other means reasonable under the circumstances and mutually acceptable to Customer and Provider

 10 6 Relationship of Parties The Agreement does not create and will not be construed as creating any relationship of agency, franchise, fiduciary duty, partnership, or employment between the Parties Accordingly, neither Party will have the authority, either express or implied, to make any contract, commitment or representation, or incur any debt or obligation on behalf of the other Party This Agreement and relationship are not exclusive for either Party

 10 7 Applicable Law and Venue This Agreement shall be governed by and construed under the laws of the State of Georgia, U S A without regard to the conflicts of laws provisions thereof, and without regard to the United Nations Convention on Contracts for the International Sale of Goods The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the state and federal courts in Georgia Customer hereby agrees to service of process in accordance with the rules of such court

 10 8 Force Majeure Provider will be excused from performance and will not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the reasonable control of Provider, including but not limited to, war (whether an actual declaration thereof is made), sabotage, insurrection, riot or other act of civil disobedience, actual or threatened act of terrorism or of any other public enemy, hacking or other cyber-attacks, failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of this contract or otherwise, judicial action, labor dispute, accident, defaults of suppliers, epidemic or pandemic, fires, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or machinery or technical or yield failures

 10 9 Construction For purposes of this Agreement, unless otherwise required by the context the singular number will include the plural, and vice versa, the verb "may" indicates a legal right to perform the respective activity but does not establish a legal obligation to perform that activity, and the words "include," "including" and "for example," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation " The headings in this Agreement are for convenience of reference only and will not be referred to in connection with the construction or interpretation of this Agreement English is the official language of this Agreement This Agreement may be translated and/or executed in languages other than English, but the Parties agree that the English version will control Each Party waives any rights that it may have under the laws of any country or jurisdiction to have this Agreement written in any local language, or interpreted or superseded by local law in those countries

 10 10 Miscellaneous No amendment or modification of this Agreement will be valid or binding upon the Parties unless made in writing and executed by authorized representatives of each Party, except as otherwise expressly provided in this Agreement This Agreement includes all of the attached Schedules, and all such Schedules are expressly incorporated and made a part of this Agreement This Agreement supersedes all prior agreements and understandings, including oral representations, between the Parties relating to its subject matter The Parties hereby agree that all rights connected to the use of the Subscription Services by Customer are governed exclusively by the terms and conditions set out in this Agreement and shall prevail over any additional, different, or conflicting terms and conditions contained in any pricing statement from Provider for the Subscription Services, bid package, or other communication or document relating to this Agreement Acknowledgement, whether express or implied, by either Party of the other Party's bid packages, pricing statements, or other communications or documents relating to this Agreement which contain additional, different or conflicting terms shall not

constitute acceptance of such terms and conditions by the acknowledging party Customer may issue or use a purchase order or other similar purchasing form, *provided however*, such forms shall not modify the terms or conditions as set forth in this Agreement, even if such form contains provisions that indicate otherwise If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable The failure of Provider to act with respect to a breach of this Agreement by Customer or others does not constitute a waiver and shall not limit Provider's rights with respect to such breach or any subsequent breaches This Agreement may be executed in counterparts

10 11 Authorization The person signing below indicates that the signor has the authority to bind Customer to the terms of this Agreement

Intending to be legally bound, the Parties have executed this Agreement:

_____ (Customer)   **Grayshift, LLC**_____ (Provider)

Signature   _____   Signature   _____

Name   _____   Name   _____

Title   _____   Title   _____

Date   _____   Date   _____

Schedule A

Definitions

1   "Authorized Third Party" is an individual authorized by Customer to access the Subscription Services in a very limited capacity to view specific analysis outputs in accordance with this Agreement for the Authorized Third Party's purposes   For clarification, unless approved by Provider in writing (email acceptable), Customer will ensure that each Authorized Third Party is a natural person, and not a legal entity

2   "Authorized User" is an individual authorized by Customer to access and use the Subscription Services on behalf of Customer and for the Customer's official governmental purposes, and otherwise in accordance with this Agreement   Examples of Authorized Users include employees, agents, or contractors of Customer assigned to administer and manage the Subscription Services on behalf of Customer under this Agreement   For clarification, unless approved by Provider in writing (email acceptable), Customer will ensure that each Authorized User is a natural person, and not a legal entity

3   "Customer Data" means all information and data submitted, stored, posted, displayed, or otherwise transmitted by or on behalf of Customer or an Authorized User or Authorized Third Party to Provider or that is received and analyzed by the Subscription Services

4   "IP Rights" means any and all intellectual property rights anywhere in the world, including all (a) patents, including utility patents, design patents, utility models, industrial designs, statutory registrations and all other equivalent or similar rights anywhere in the world in inventions and discoveries, together with any applications thereof, (b) copyrights and all other similar rights in Software, documentation, and other works of authorship, (c) mask work rights, (d) trade secrets rights and other similar rights in oral and written confidential information, know-how, documentation, technology and Software, (e) rights in all trade names, logos, common law trademarks and service marks, trademark and service mark registrations, and applications therefore, (f) rights in mask works, chip topographies, and chip or product layouts and designs, (g) rights in all moral and economic rights of authors and inventors, however denominated, and (h) any other similar, corresponding or equivalent rights to any of the foregoing related to any technology, hardware, software or services

5   "Quote" means each quote document entered into by the Parties and referencing this Agreement

6   "SAAS" means Software-as-a-Service offerings, as generally known in the industry

7   "Software" means (i) computer software and code, in the form made available by Provider (whether in source code or object code), including any and all software implementations of algorithms, models and methodologies, assemblers, scripts, macros, applets, compilers, development tools, design tools and user interfaces, (ii) databases and compilations, including any and all data (including technology, image and sound data), whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, and (iv) all documentation, including user manuals and training materials, relating to any of the foregoing   Examples of Software include cloud-based Software providing SAAS functionality, mobile apps, client device software, edge computing software modules, and applicable programming interfaces (APIs)

8   "Subscription Services" means the cloud-based digital evidence analysis tool and services made available by Provider to Customer under this Agreement on a recurring basis, as specified in a Quote

9   "Subscription Term" means, with respect to each item of Subscription Services included in each Quote, the term specified in that Quote for that item of Subscription Services

Schedule B
EXHIBIT A
DATA PROCESSING ADDENDUM

This Data Protection Addendum ("**Addendum**") applies to the Processing of Customer Personal Data (defined below) by the Parties in connection with the Subscription Services (the "**Services**") provided under the Agreement

1. **Definitions**

1 1 In this Addendum, the following capitalized terms will have the meanings set out below

(a) "**Agreement**" means the existing Software Services Agreement, order form or other written agreement between Grayshift and Customer pursuant to which Grayshift provides the Services to Customer, including any exhibits, statements of work, addenda and amendments thereto (including this Addendum)

(b) "**Customer Personal Data**" means any Personal Data that is provided by Customer to the Services and Processed by Grayshift on behalf of Customer, pursuant to Grayshift's performance of the Services under the Agreement

(c) "**Data Protection Laws**" means all data protection, privacy, or security laws that are applicable to Grayshift's Processing of Customer Personal Data under the Agreement, including (without limitation and as applicable) (a) United States federal and state laws and regulations relating to privacy or security, such as the California Consumer Privacy Act as amended by the California Privacy Rights Act ("**CCPA**"), (b) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**"), and (c) the GDPR as adopted into the law of the United Kingdom ("**UK GDPR**")

(d) "**Data Subject**" means a identified or identifiable living individual to whom the Customer Personal Data relates For clarity, "Data Subject" also means "Consumer" as such term is defined under applicable Data Protection Law

(e) "**Personal Data**" means any information relating to an identified or identifiable living individual, including (without limitation) any information defined as "personal data," "personal information" or equivalent term under applicable Data Protection Laws

(f) "**Subprocessor**" means another Processor engaged by Grayshift to assist in Grayshift's provision of the Services to Customer that Processes Customer Personal Data on behalf of Grayshift

(g) "**Third Country**" means a country or territory which is (i) outside the EEA (for Customers located in an EEA member country), or (ii) outside the UK (for Customers located in the UK)

1 2 The terms "**Business**," "**Controller**," "**International Organization**," "**Process**" (and its derivatives), "**Processor**", "**Sell**," "**Share**," and "**Service Provider**" each have the meanings as set out in applicable Data Protection Laws

1 3 Capitalized terms used but not otherwise defined in this Addendum will have the meaning otherwise set forth in the Agreement

2 **Processing of Customer Personal Data**

2 1 Except where otherwise expressly set forth herein, the Parties agree that Customer is the Controller (and Business) and that Grayshift is a Processor (and Service Provider) with respect to the Processing of Customer Personal Data to provide the Services Each Party will comply with their respective obligations under applicable Data Protection Laws **Annex 1** to this Addendum sets out the subject-matter and duration of the Processing, the nature and purpose of the Processing, the type of Customer Personal Data and the categories of Data Subjects Customer shall have sole responsibility for the accuracy, quality, and legality of Customer Personal Data, the means by which it acquires and uses Customer Personal Data, including in connection with the Services

2 2 Customer represents and warrants that (a) it will use the Services solely as permitted under the Agreement, (b) it has the authority and right to enter into this Addendum, (b) it has the authority and right, and all required lawful permission(s), to unlock any Device(s) in Customer's possession, custody, or control, to access and otherwise Process the Customer Personal Data stored on or otherwise accessible within or through such Device(s), and to provide such Customer Personal Data to the Services on behalf of itself, and/or to permit Grayshift to do any of the foregoing Customer warrants and covenants it will at no time unlock or access Devices, Process Customer Personal Data, instruct Grayshift to Process Customer Personal Data in violation of applicable laws Customer further represents and warrants that (1) it has and will at all times comply with all applicable laws, including such laws that prohibit accessing a Device or to obtain data stored within or through a Device without proper authorization, and (2) it will ensure it has obtained all required permission(s) to access and Process, and to permit Grayshift to collect, access, use, store, transfer, and otherwise Process, Customer Personal Data as set forth under the Agreement and this Addendum, such as a court order, lawful governmental or law enforcement request(s), other legal process, or lawful law enforcement powers of investigation, in each case relating to each Data Subject whose Personal Data is accessed or otherwise Processed by Customer and/or Grayshift in connection with the Product or the Services Customer will, upon Grayshift's request, provide Grayshift with written confirmation of such permission

2 3 Grayshift will Process Customer Personal Data only for the purposes specified in **Annex 1** hereto and in accordance with the documented instructions of Customer Customer hereby instructs Grayshift to Process Customer Personal Data (a) for the purposes specified in Annex 1, including to provide the Services, and as otherwise permitted under the Agreement and this Addendum, (b) in accordance with any settings or configurations applied or otherwise provided by Customer or its Authorized Users within the Product or the Services, (c) to engage Subprocessors as permitted hereunder, (d) for compliance with applicable law, (e) as further instructed by Customer and agreed to in writing by Grayshift as constituting binding instructions under this Addendum Customer shall ensure that its acts or omissions, including in relation to instructions to Grayshift or provision of Customer Personal Data to the Services, do not put Grayshift in breach of the Data Protection Laws

2 4 Grayshift shall not (a) Sell or Share Customer Personal Data , (b) retain, use or disclose Customer Personal Data outside Grayshift's direct business relationship with Customer, nor (c) combine Customer Personal Data with Personal Data received from other sources If required under applicable Data Protection Law, Grayshift will inform Customer if Grayshift believes it is unable to comply with the obligations of applicable Data Protection Laws, and upon such notice, Grayshift will cooperate with Customer to remediate unauthorized use, if any, of Customer Personal Data

2 5 The Parties acknowledge and agree that, as of the Effective Date, Customer Personal Data originating from the European Economic Area (EEA) or United Kingdom is not transferred by Grayshift outside of the EEA and/or UK, respectively Grayshift may transfer Customer Personal Data to a Third Country or International Organization only if instructed in writing by the Customer to make the particular transfer

3 **Personnel** Grayshift will take reasonable steps to ensure that persons authorized to Process Customer Personal Data, if any, have committed themselves to an appropriate duty of confidentiality or are under an appropriate statutory obligation of confidentiality

4 **Security** Grayshift will, in relation to the Customer Personal Data, implement appropriate technical and organizational measures, as set forth in **Annex 2** to this Addendum, which are designed to ensure a level of security appropriate to the risks presented by Grayshift's Processing of Customer Personal Data

5 **Subprocessing** Customer expressly consents to Grayshift's engagement of the Subprocessors listed in **Annex 1** as of the date of the Addendum Customer agrees that Grayshift may engage further Subprocessors subject to the following requirements

   5 1 Grayshift will provide Customer with notice at least fifteen (15) days' notice prior to appointing any additional or new Subprocessor, and upon receiving such notice, Customer may reasonably and in good faith object to such new Subprocessor in writing within fifteen (15) days of receiving such notice the Parties will work together in good faith to resolve Customer's objection, prior to the Processing of Customer Personal Data by the new Subprocessor If the Parties are unable to resolve the Customer's objection, Grayshift may terminate the Agreement by notifying Customer in writing

5 2 Grayshift will enter into a written contract with Subprocessors that include contractual terms which require an equivalent level of protection for Customer Personal Data as those set out in this Addendum, and will remain liable to Customer for the performance of each Subprocessor's data protection obligations

Reasonable Assistance Upon Customer's request, to the extent that such assistance does not require Grayshift to access Customer Personal Data it does not access in the ordinary course of providing the Services, Grayshift will provide reasonable assistance to Customer (a) to comply with the provisions in applicable Data Protection Laws governing Data Subject rights, data protection assessments and/or data protection impact assessments, or (b) at Customer's expense, as may be required for Customer to ensure an appropriate level of security for Customer Personal Data or to notify a breach of the security of the system

6   **Deletion or return of Customer Personal Data** During the provision of the Services, Customer and/or Customer's Authorized Users delete Customer Personal Data from the Services Following expiration or termination of the Agreement, or otherwise at the end of the provision of the Services, Customer will have sixty (60) days to retrieve Customer Personal Data from the Services, after which time Grayshift will delete the Customer Personal Data On Customer's request, Grayshift will confirm in writing that Customer Personal Data has been deleted

7   **Audit rights.** Upon Customer's written request at reasonable intervals, Grayshift shall make available to Customer (or Customer's independent, third-party auditor that is not a competitor of Grayshift) information necessary to demonstrate Grayshift's compliance with its obligations under this Addendum   Alternatively, in lieu of the foregoing, Grayshift may engage a qualified and independent third party to conduct an assessment of Grayshift's technical and organizational security measures, in which case Customer agrees to accept the summary of the report of such assessment   Any information or reports provided to Customer pursuant to this Section 7 shall constitute Confidential Information of Grayshift

8   **Changes in Data Protection Laws** If any amendment to this Addendum is required as a result of a change in Data Protection Laws, then Grayshift may provide written notice of amendment to Customer designed to accommodate that change in law, if Customer does not object to such notice of amendment in writing within thirty (30) days of receipt, the amendment will be deemed agreed and entered into between the Parties

ANNEX 1

to the Data Processing Addendum

Details of Processing of Customer Personal Data

1   Purposes of Processing; Processing Operations

The nature and purpose of the Processing of Customer Personal Data include

The provision of the Services in accordance with the Agreement and this Addendum, including the provision of a cloud-based Service for receiving Customer Personal Data from Devices unlocked by Customer and analyzing such Customer Personal Data

2.   Customer Personal Data

The types of Customer Personal Data to be Processed include

- Contents of mobile Devices accessed by Customer and provided to the Services

The types of Sensitive Data to be Processed include, where relevant to the Services

- Sensitive data that may be contained on mobile Devices

3.   Data Subjects

The categories of Data Subjects to whom Customer Personal Data relates include

- Device owners
- Any individuals whose Personal Data is contained in or accessible from the Device
- Other Data Subjects whose Personal Data Customer collects and Processes Customer Personal Data pursuant to the Services

4.   Duration of Processing

Continuous for duration of the Agreement, plus the period from the expiry of the Agreement until the return or deletion of all Customer Personal Data by Grayshift in accordance with the Agreement (including this Addendum), Customer's instructions and applicable law

5.   Approved Subprocessors

    a Amazon Web Services, Inc
       410 Terry Avenue North
       Seattle WA 98109
       USA

    Services provided Cloud hosting for Customer Personal Data and infrastucture for Services

    Location of Processing United States (for US customers)

    b AMAZON WEB SERVICES EMEA SARL, UK BRANCH
       1 Principal Place
       London, Worship Street, EC2A 2FA
       United Kingdom

    Services provided Cloud hosting for Customer Personal Data and infrastucture for Services

    Location of Processing UK (for UK Customers)

ANNEX 2

to the Data Processing Addendum

TECHNICAL AND ORGANIZATIONAL MEASURES

1   Grayshift has implemented and will maintain a comprehensive, written information security program One or more designated qualified individuals is responsible for maintaining the Grayshift's information security program Grayshift will regularly review the information security program to identify and assess reasonably foreseeable internal and external risks to the privacy, security, and/or integrity of any electronic, paper, or other records containing Customer Personal Data and to ensure that Grayshift's information security program continues to comply with applicable Data Protection Laws

2   Grayshift's relevant information security program (with regard to the Customer Personal Data) materially conforms with ISO/IEC 27001 2013 Information technology — Security techniques — Information security management systems — Requirements In addition, Grayshift will undergo a SOC 2, Type 2 report on controls relevant to Security, Availability, Processing Integrity, Confidentiality and Privacy of its relevant systems and processes, conducted by a qualified, independent, professional audit firm Upon request, Grayshift will permit Customer to review the results from any such audit reports or assessments (which shall be Grayshift's Confidential Information), as relevant to the Customer Personal Data

3   Any Processing of Customer Personal Data will take place on information processing systems for which commercially reasonable technical and organizational measures designed for protecting Customer Personal Data have been implemented Grayshift will maintain reasonable and appropriate technical, physical, and administrative measures designed to protect Customer Personal Data under its possession or control against unauthorized or unlawful Processing or accidental loss, destruction or damage in accordance with the applicable Data Protection Laws, taking into account the harm that might result from unauthorized or unlawful Processing or accidental loss, destruction or damage and the sensitivity of the Customer Personal Data

4   Grayshift will (a) take reasonable steps to ensure the reliability of employees, temporary workers, contractors and other personnel (collectively "**Personnel**") having access to Customer Personal Data, (b) limit access to Customer Personal Data to those Personnel who have a business need to have access to such Customer Personal Data and have received reasonable and appropriate privacy and security training, and (c) conduct background checks for employees and contractors with responsibilities for or access to Customer Personal Data, to the extent permissible under applicable law

5   **Minimum Controls** Without limiting any other obligations herein, the following security controls will be implemented

   (a)   policies, procedures and processes to manage the security risks related to Processing of Customer Personal Data are documented and understood and reviewed and updated periodically,

   (b)   devices, systems, facilities and other assets ("**Assets**") that access, store and Process Customer Personal Data, as well as those that are material to the provision of the Services to the Customer, under the Addendum are identified and managed,

   (c)   physical access to Assets is managed and controlled, including measures to prevent and detect unauthorized access to Assets (including facilities), and access to Assets is limited to authorized users,

   (d)   security risk assessments are performed to identify and assess reasonably foreseeable internal and external security risks

   (e)   remote access by Personnel and others to Assets is restricted and securely managed with multi-factor authentication,

   (f)   Customer Personal Data and related records are identified, and access is managed to protect the confidentiality, integrity and availability of such data,

   (g)   Customer Personal Data is physically and logically separate from the data of other Grayshift customers,

   (h)   monitoring tools are in place to allow for the review of unauthorized activity,

   (i)   electronic and paper records containing Customer Personal Data are securely destroyed in accordance with secure destruction policies and procedures,

   (j)   appropriate technical security solutions are implemented and managed to protect the confidentiality, integrity and availability of Customer Personal Data,

(k) critical operating system and software security patches will be installed in a timely manner on all devices used to Process Customer Personal Data, and security-related fixes identified will be promptly installed,

(l) anti-malware software will be installed and configured to check for updates on a regular basis on all devices used to Process Customer Personal Data,

(m) maintenance and repair of information system components is performed in a controlled and secure manner,

(n) Grayshift's network and Assets are monitored to detect vulnerabilities, threats, anomalous or unauthorized activity and other potential cyber security events (collectively, "**Events**") in timely manner,

(o) Customer Personal Data will not be stored on any portable or removable media,

(p) Customer Personal Data will not be stored or used in test or other non-production environments, and

(q) incident response processes and procedures are maintained and executed, to ensure timely response to detected Events, and the following activities take place according to such established processes and procedures (i) Events are investigated, understood and categorized, (ii) activities are performed to contain an Event, mitigate its effects and address any remaining threat or vulnerability, (iii) Assets and Customer Personal Data affected are restored, and other appropriate mitigating actions are taken, (iv) response and recovery activities are documented, and (v) policies and procedures are routinely reviewed and updated to incorporate lessons learned and address potential threats and vulnerabilities

6   **Encryption and Infrastructure Protection** Customer Personal Data, including Customer Personal Data on portable devices and backup media, will be encrypted in transmission and at rest, using industry-standard cryptographic techniques and secure management of keys

7   **System Authentication and Authorization** Access to Customer Personal Data will be subject to secure user authentication protocols, including controls around user IDs, other identifiers, passwords, biometrics, authentication token devices, active account log-in procedures, log records that record access attempts and blocking after multiple unsuccessful log-in attempts

(a) Review of user access rights to systems containing Customer Personal Data will be conducted regularly

(b) Grayshift will maintain electronic logs of persons accessing Customer Personal Data depicting the details of the access and transactional changes made Such electronic logs must be provided to Customer for inspection upon reasonable request

8   **Business Continuity** Grayshift will have in place appropriate business continuity and disaster recovery procedures for its business (the "Business Continuity Plan") to ensure the continued performance of its obligations under the Addendum and operational resilience generally, and will develop, test and update the Business Continuity Plan regularly, in accordance with good industry practice

GRAYSHIFT

Grayshift LLC
300 Colonial Center Parkway, Suite 120
Roswell, GA 30076
USA
Phone +1 (833) 472-9539

Quote Number	Q-27363-1
Created Date	8/23/2023
Expiration Date	9/22/2023
Contract Start Date	8/30/2023
CAGE Code	7R0W9
DUNS Number	081045174
NAICS	511210

Ship To
Kevin Parviz

This license will be digitally delivered

Bill To
Chad Teets
Washtenaw County Sheriff's Office (MI)
2201 Hogback
Ann Arbor, Michigan 48105
United States
teetsc@washtenaw org

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT TERMS
Nick Harrison	nick harrison@magnetforensics com	Digital	Net 30

All prices below are in U S Dollar

PRODUCT NAME	START	END	PART	QTY	PRICE	EXTENDED
ArtifactIQ Pro User License	8/30/2023	8/29/2024	AQ-PRO	1 00	1,349 00	1,349 00

TOTAL   USD 1,349 00

Quote Terms

Purchaser's signature below or payment creates a binding contract to purchase the products and services set forth in this Quote subject to the following

- The ArtifactIQ by Grayshift service and purchaser's use thereof is governed by the ArtifactIQ by Grayshift Software Services Agreement available at https //www grayshift com/grayshift-software services-agreement/ (the "SaaS Agreement"), as updated from time to time
  - Password for SaaS Agreement mqm86SZZr*53
- Delivery and use of GrayKey and GrayKey FasTrak is governed by the GrayShift End User License Agreement available at https // www grayshift com/graykey-eula/ ("End User License Agreement"), as updated from time to time
- NO ADDITIONAL TERMS AND CONDITIONS OUTSIDE OF THE ARTIFACTIQ BY GRAYSHIFT SOFTWARE SERVICES AGREEMENT AND THE GRAYKEY END USER LICENSE AGREEMENT, AS APPLICABLE, AND THIS QUOTE APPLY WHATSOEVER INCLUDING BUT NOT LIMITED TO ANY TERMS SET FORTH IN A PURCHASE ORDER OR OTHER DOCUMENTATION PROVIDED BY PURCHASER
- Your contract will start on 8/30/2023 and will end after the term identified above expires, or if no expiration date is identified, 1 year after the start date
- If this Quote is for an amount in excess of (i) $15,000 for the ArtifactIQ by Grayshift service, (ii) $50,000 for any new GrayKey license(s) or (iii) $100,000 for renewal GrayKey license(s), respectively, then it may be subject to further approval and acceptance by Grayshift notwithstanding purchaser's acceptance

Payment Terms

- Non-payment thirty days after issuance of your invoice may result in a suspended license
- Credit Cards Major credit cards accepted including Visa, Mastercard, and American Express
- Additional Information Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local income, use, sales, value-added, property and similar taxes, if any Customer agrees to pay such taxes (excluding US taxes based on Grayshift's net income) The final invoice may include such taxes, as applicable
- Please reference quote number on payment method

ATTENTION PLEASE READ CAREFULLY

BY SIGNING THIS QUOTE, YOU CERTIFY THAT

1. THE INFORMATION IN THIS QUOTE IS ACCURATE, THAT YOU HAVE READ THE TERMS OF THIS QUOTE, THE ARTIFACTIQ BY GRAYSHIFT SOFTWARE SERVICES AGREEMENT, AND THE GRAYKEY END USER LICENSE AGREEMENT, AS APPLICABLE TO THE PRODUCTS IDENTIFIED IN THIS QUOTE, AND AGREE TO THE APPLICABLE TERMS IN THEIR ENTIRETY WITHOUT EXCEPTION OR RESERVATION,
2. THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE INTENDED PURCHASING ENTITY IDENTIFIED IN THIS QUOTE WITH THE AUTHORITY TO LEGALLY BIND YOUR AGENCY AND TO ENTER INTO THIS AGREEMENT, AND THAT YOU CAN PROVIDE WRITTEN VERIFICATION OF SUCH AUTHORITY UPON REQUEST, AND
3. THAT YOU UNDERSTAND THAT SIGNING THIS QUOTE CREATES A BINDING CONTRACT

Signature _____   Effective Date _____/_____/_____

Name (Print) _____   Title _____

Upon signature, please email to
Nick Harrison at nick harrison@magnetforensics com

Grayshift LLC
THANK YOU FOR YOUR BUSINESS!

GRAYSHIFT

ArtifactIQ by Grayshift Workflow vs. Multi-Process Workflow

Leave multi-process workflows in the dust. Win the race against the clock with simplified data analysis.

PRODUCT DESCRIPTION

GrayKey gives you access. ArtifactIQ by Grayshift gives you visibility. A light in the darkness, ArtifactIQ is the first tool to use when beginning your investigation workflow as it helps you circulate actionable intelligence to your team faster.

BENEFITS:

Ditch the time-consuming process you're accustomed to in mobile forensic investigations with legacy products.

- *Streamline your workflow.* As soon as a mobile device connects to a GrayKey, all stakeholders, investigators, and legal team members have immediate eyes on the data.

- *Streamline reporting.* Reporting with ArtifactIQ by Grayshift is easy because all parties have data readily available at their fingertips.

- *Smooth the path to courtroom testimony.* The shortened sequence of steps from start to finish enables law enforcement to work more efficiently, reducing time to cases closed.

SIMPLIFY MODERN DAY INVESTIGATIONS

Software as a service means all you need is a web browser and internet access to use ArtifactIQ

READY-TO-GO TRAINING

We always recommend using multiple tools to validate your findings but ArtifactIQ will meet your needs from start to finish. To ensure you know how to use GrayKey + ArtifactIQ to the best of your ability, built-in-help and training support is available to you as a customer.

COMMON INVESTIGATIVE CHALLENGES

Digital Forensic Examiners (DFE) across the globe face the same challenges day in and day out:

- Slow data extraction speed
- Complicated user interfaces
- Support update bottlenecks
- Mobile device evolution

ArtifactIQ neutralizes these challenges by aggregating and normalizing data once it's extracted by GrayKey and making it available to the DFE within minutes. This accelerated process saves time, money, and resources, leading to faster case resolution ArtifactIQ expedites the investigative process, simplifies data analysis, and helps unite forces across law enforcement agencies in a simple to use web-based interface.
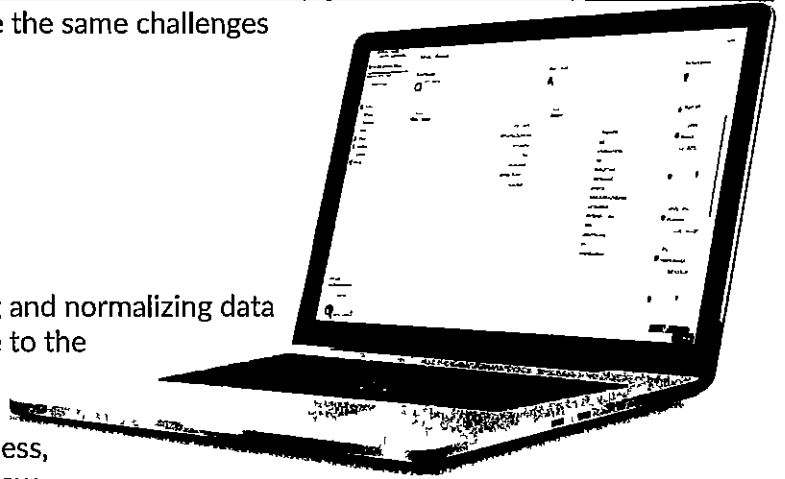
ARTIFACTIQ EARLY ACCESS LICENSING OPTIONS

ArtifactIQ by Grayshift provides law enforcement investigative staff with a state-of-the-art, cloud-native digital forensics solution that identifies key evidence within minutes, accelerates agency collaboration, and maximizes departmental resources for faster case resolution.

ARTIFACTIQ FREE*	ARTIFACTIQ PRO
	$1,349 USD PER USER / YEAR
WHAT'S INCLUDED	WHAT'S INCLUDED
Unlimited extractions	1 user per license
Extractions are stored 7 days, can reactivate 3 times for a total of 28 days	Unlimited Extractions
Basic reporting capabilities	Extractions are stored and available for 12 months**
Submit support ticket capabilities	User Management Capabilities
	Advanced Reporting Capabilities
	Dedicated Live Chat support within the product (Hours 3 30 AM – 8 00 PM ET (M-F)***

*Free capabilities are subject to change

**Extended cloud storage options will be available for an additional fee
*** Limited hours when observing US and/or UK holidays

FOR MORE INFORMATION

To learn more about how GrayKey and ArtifactIQ can expedite your digital investigations, contact your sales representative by emailing *sales@grayshift.com*.

GRAYSHIFT