

OK 55544

TRULEO END USER LICENSE AGREEMENT

This Truleo End User License Agreement (this "**Agreement**") is by and between Truleo, Inc., a Delaware corporation ("**Truleo**") and the entity identified on the signature page ("**County**"), on the date signed below. Truleo and County may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

The Parties agree as follows:

1. Definitions. The term "**Authorized User**" means an employee or contractor of County who County permits to access and use the Platform and/or Documentation pursuant to County's license hereunder. The term "**Documentation**" means Truleo's user manuals, handbooks, and installation guides relating to the Platform provided by Truleo to County either electronically or in hard copy form/end user documentation relating to the Platform available at Truleo.net. The term "**Platform**" means the technology platform for body camera analytics described in **Appendix A**.

2. License. The Term of this Agreement is set forth in **Appendix C**

(a) License Grant. During the Term, and subject to and conditioned on County's payment of Fees and compliance with all other terms and conditions of this Agreement, Truleo hereby grants County a non-exclusive, non sublicensable, and non-transferable license during the Term to: (i) access and use the Platform solely for County's internal business purposes; and (ii) use and make a reasonable number of copies of the Documentation solely for County's internal business purposes in connection with County's use of the Platform. THE PLATFORM IS LICENSED TO County, NOT SOLD.

(b) Use Restrictions. County shall not use the Platform or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, County shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Platform or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Platform, in whole or in part; (iv) remove any proprietary notices from the Platform or the Documentation; or (v) use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(c) Reservation of Rights. Truleo reserves all rights not expressly granted to County in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to County or any third-party any intellectual property rights or other right, title, or interest in or to the Platform.

(d) Delivery Process and Obligations. Truleo shall make the Platform available to County in accordance with **Appendix A**. Truleo shall, on or before the start of the Term, deliver credentials to County to access the secure cloud Platform and access to the relevant Documentation. County shall, on or before the start of the Term, deliver credentials to Truleo to access the secure cloud storage of County's body worn camera videos. Such access shall be continuous during the Term. Truleo shall host the Platform on AWS Gov Cloud infrastructure, other similar secure cloud infrastructure. The Platform shall be deemed to have been accepted by County thirty (30) days after the start of the Term unless prior to such date County has provided Truleo written notice containing reasonable details of non-conformity.

3. County Responsibilities.

(a) General. County is responsible and liable for all uses of the Platform and Documentation resulting from access provided by County, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, County is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by County will be deemed a breach of this Agreement by County. County shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform, and shall cause

Authorized Users to comply with such provisions.

(b) Access to Video. County IS SOLELY RESPONSIBLE TO PROVIDE BODY CAMERA VIDEOS FOR USE WITH THE PLATFORM. County WARRANTS THAT IT OWNS ITS BODY CAMERA VIDEOS AND IF FULLY AUTHORIZED TO PROVIDE THEM TO TRULEO FOR USE WITH THE PLATFORM. County'S FAILURE OR INABILITY TO PROVIDE BODY CAMERA VIDEOS TO TRULEO SHALL NOT AFFECT CountyS OBLIGATIONS TO FULFILL ALL ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION PAYMENT OF ALL FEES AND OTHER AMOUNTS DUE.

4. Maintenance and Support; Contacts. This Agreement entitles County to the maintenance and support described in **Appendix B**. The main contacts for Truleo are set forth on **Appendix D**.

5. Terms, Fees and Payment. County shall pay Truleo the fees ("Fees") set forth in **Appendix C** without offset or deduction. County shall make all payments hereunder in US dollars on or before the due date. If County fails to make any payment when due, in addition to all other remedies that may be available: (i) Truleo may charge County a late fee of \$500 per day if the payment is late fourteen (14) days or more until full payment is received, (ii) County shall reimburse Truleo for all reasonable costs incurred by Truleo in collecting any late payments, late fees or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days, Truleo may (i) suspend or prohibit access to the Platform and/or (ii) terminate this Agreement by written notice. All Fees and other amounts payable by County under this Agreement are exclusive of taxes and similar assessments. ALL FEES PAID ARE NON-REFUNDABLE.

6. Intellectual Property Ownership; Feedback.

(a) County acknowledges that, as between County and Truleo, Truleo owns all right, title, and interest, including all intellectual property rights and technology, in and to the Platform and Documentation. With respect to any Third Party Products (defined below), the applicable third-party licensors own all right, title and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) If County or any of its employees or contractors sends or transmits any communications or materials to Truleo by mail, email, telephone, or otherwise, suggesting or recommending changes to the Platform or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Truleo is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. County hereby assigns to Truleo on County's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Truleo is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Truleo is not required to use any Feedback.

7. Confidentiality; Data Safeguards; Insurance.

(a) From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third-party; or (iv) independently developed by the receiving Party without reference to the Confidential Information. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except i) unless ordered to disclose Confidential Information by a court of law; or ii) to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations under this Agreement. Each Party's obligations of non-disclosure with regard to Confidential Information are effective during the Term and for a period of five (5) years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(b) Truleo warrants that it will not access County body-worn camera videos without County's written consent. County acknowledges that the primary function of the Platform is to extract and analyze body-worn camera audio and accurately recognize events and speakers and that, in conjunction with the County's goals, Truleo personnel may collect and review model output and error corrections within the Platform to improve the accuracy of the offering.

(c) Each Party shall comply with its respective obligations under applicable data protection laws. Each Party shall maintain appropriate administrative, physical, technical and organizational measures that ensure an appropriate level of security for Confidential Information and personal data.

(d) During the Term, Truleo shall secure and maintain the insurance coverages set forth on **Appendix**

E. 8. Limited Warranties: Warranty Disclaimer.

(a) Truleo warrants that: (i) the Platform will perform materially as described in the Documentation during the Term; and (ii) during the Term it will use industry standard practices designed to detect and protect the Platform against any viruses, "worms", spyware, adware or other harmful code designed or used for unauthorized access. The foregoing warranties do not apply, and Truleo strictly disclaims all warranties, with respect to any Third-Party Products. The warranties do not apply and become null and void if County breaches any material provision of this Agreement, or if County, any Authorized User, or any other person provided access to the Platform by County, whether or not in violation of this Agreement: (i) installs or uses the Platform on or in connection with any hardware or software not specified in the Documentation; (ii) modifies or damages the Platform; or (iii) misuses the Platform, including any use of the Platform other than as specified in the Documentation. If, during the Term any Platform fails to comply with the above warranty Truleo shall promptly, at its sole option, either repair or replace the Platform. In the event Truleo fails to repair or replace the Platform within ninety (90) days following County's notice of breach of warranty, County may terminate the Agreement by written notice. These are County's sole remedies and Truleo's sole liability under the limited warranty.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND TRULEO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TRULEO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, TRULEO MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET COUNTY'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 BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE VALUE OF THIS AGREEMENT. THE FOREGOING LIMITATIONS SHALL NOT TO DAMAGES OR LIABILITY CAUSED BY A PARTY'S (i) A BREACH OF SECTION 2(b) OR SECTION 7, OR (ii) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. Term and Termination.

(a) Term. The term of this Agreement is set forth in **Appendix C** (the "**Term**"), unless terminated earlier pursuant to any of the Agreement's express provisions.

(b) Termination. In addition to any other express termination right set forth in this Agreement, either party may terminate this agreement for any reason upon ninety (90) days' notice to the other party.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate. NO EXPIRATION OR TERMINATION WILL AFFECT County'S OBLIGATION TO PAY ALL FEES THAT MAY HAVE BECOME DUE BEFORE SUCH EXPIRATION OR TERMINATION OR ENTITLE County TO ANY REFUND.

11. Appendices. The terms and conditions set forth on each **Appendix** attached to this Agreement are incorporated as if set forth fully herein. In the event of a conflict between the express terms of this Agreement and any Appendix, the Appendix shall prevail.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and each attached Appendix, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the signature page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission).

(c) Force Majeure. In no event shall Truleo be liable to County, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Truleo's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing a stay-at-home or similar order.

(d) Third-Party Products. The term "**Third-Party Products**" means any third-party products described in the Documentation provided with or incorporated into the Platform, including any open source software. Truleo may distribute certain Third-Party Products with the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own license terms and the applicable flow through provisions referred to in the Documentation. The Platform may also contain certain open source software identified in the Documentation. County UNDERSTANDS AND ACKNOWLEDGES THAT SUCH OPEN SOURCE SOFTWARE IS NOT LICENSED TO County PURSUANT TO THE PROVISIONS OF THIS AGREEMENT AND THAT THIS AGREEMENT MAY NOT BE CONSTRUED TO GRANT ANY SUCH RIGHT AND/OR LICENSE.

(e) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver.

(f) Governing Law; Submission to Jurisdiction; Jury Trial. This Agreement is governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Michigan. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Michigan in each case located in the city of Ann Arbor and County of Washtenaw, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. County may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Truleo. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

(h) Compliance with Laws. Each Party warrants that it will comply with all applicable national, state, and local laws, ordinances, rules, regulations, and orders, as amended from time to time applicable to such Party in its performance under this Agreement.

(i) Power and Authority. Each Party represents and warrants that: (A) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (B) this Agreement and such Party's performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third-party.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 2(b) or Section 7, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(k) Publicity. County agrees that Truleo may communicate on its website, to a third-party, advertise, or publicly announce via a press release that it is providing, or has provided, products or services to County. All press releases will be approved by the County prior to publication. In addition, the County agrees to provide a quote and testimonial upon request.

(l) Signatures: Counterparts. This Agreement may be executed in counterparts and/or via electronic signatures, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A true copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed an original for all purposes.

* * * * *

IN WITNESS WHEREOF, each Party, by and through its respective authorized representative, has duly executed and delivered this Agreement on the date below to be effective as of December 31, 2023.

ATTESTED TO:

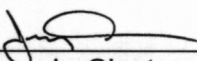
WASHTENAW COUNTY

By:  12/19/2023
Lawrence Kestenbaum (DATE)
County Clerk/Register

By:  12/14/2023
Gregory Dill (DATE)
County Administrator

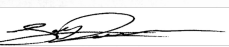
APPROVED AS TO CONTENT:

CONTRACTOR – TRULEO, INC.

By:  12 / 08 / 2023
Jerry L. Clayton (DATE)
Washtenaw County Sheriff

By:  12/08/2023
Anthony Tassone (DATE)
CEO

APPROVED AS TO FORM:

By:  12/14/2023 For
Lou Danner (DATE)
Michelle K. Billard (DATE)
Office of Corporation Counsel

Appendix A – Technology and Deliverables

The objective of this project is to automatically analyze data from the County body worn camera (BWC) database. Truleo has developed an Application Programming Interface (API) for automated BWC analytics from the County BWC database. This API simplifies the process of data retrieval and reduces the need for duplication of data. All transactions by Truleo are logged in BWC database and visible in the audit log. With this data integration, the County will have 100% review of all BWC video interactions by Truleo's AI engine. The Truleo AI will flag specific events and labels as configured for County in onboarding. County authorized users will access the analytics via Truleo's web application Scope.

Installation requires no additional infrastructure from the County, Truleo facilitates the cloud environment for the agency that connects directly to County evidence.com infrastructure.

Specifications and Deliverables

Specifications	Deliverables
<ul style="list-style-type: none"> • Audio File Transcription Engine. English only. Ongoing, forward-looking basis. Separate License needed to do historical analysis. • Federated audio and video playback. • Police BWC NLP model library. • Reporting and visualization front-end application (Truleo Scope). 	<ul style="list-style-type: none"> • Transcript accuracy exceeds 75% accuracy. • Audio and Video playback is faster and more accurate than human review. • Labels & Event detection is greater than 90% accurate. • Scope application is fast, responsive, and accurately displays query results and reports.

Implementation

Truleo has an implementation model consisting of steps performed over a 30-day timeline. Truleo leverages a customer success team to provide both professional and implementation services inclusive of the licensing fee. Truleo has leveraged the RACI matrix to clearly identify roles and responsibilities for all parties in the implementation. As identified on the next page diagram, these roles include:

- **Responsible:** The person(s) with responsibility for the task or deliverable.
- **Accountable:** The accountable party is typically the person(s) responsible for ensuring the work is complete and suitable.
- **Consulted:** Consulted person(s) are those from whom feedback and input should be solicited.
- **Informed:** Informed person(s) are those you simply want to keep in the loop. These individuals do not have to be consulted or be a part of the decision making.

Step	Week	Task	Truleo Cust. Success	Truleo Eng.	Dept. IT	Dept. POC	Dept. Exec Staff
1	Week 1	Project kickoff call	R	I	A	A	I
2		Issue evidence.com API	A	I	R	I	I
3		Truleo instance hosted by AWS GovCloud issued for County	I	R	A	I	I
4		API streams BWC video to Truleo's GPU Engine	I	R	A	I	I
5		Truleo transcribes files and generates meta data.	R	I	A	I	I
6	Week 2	Truleo configures workflows and alerts to County specifications	R	I	I	A	C
7		Truleo configures user permissions	R	I	A	C	I
8		Go Live	R		A	C	I
8		County logs into Truleo's front end application to review data	R		C	A	I
9	Week 3-4	Truleo tunes models for accuracy	R	I	C	A	I
10	Ongoing	Ongoing customer success and maintenance	R	I	C	A	C
			R = Responsible				
			A = Accountable				
			C = Consulted				
			I = Informed				

Appendix B – Maintenance and Support

1. MAINTENANCE AND SUPPORT SERVICES

Truleo shall provide the following maintenance and support services inclusive of the Fees paid, including any bug fixes, patches, updates and revisions. During the Term, Truleo will also provide County with any updates to the Documentation.

Truleo maintenance and support contact information is as follows:

Address: 1 E Erie St, Suite 525 Chicago IL, 60611

Phone: 312-219-5266

Email: support@truleo.co

2. SCOPE OF SUPPORT

Any defects shall be reported using the details below and any escalation necessary shall follow the escalation procedure set forth hereinafter. Reported defects may be classified by County as "Fatal", "Material" or "Standard" in accordance with the definitions in Part 4 of this Appendix (see Defect Severity). If not so classified, Truleo will treat the defect as Standard.

Truleo will provide assistance, help and support, plus resolution of defects, via the following channels:

Telephone Support

Truleo shall maintain telephone support with "live" staff as a single point of contact to provide help with County operation and support of the cloud services, the cloud application or Platform. Truleo will immediately upon taking a telephone call reporting a defect, record full details of the defect in its issue tracking database and issue a tracking number to the County. If the telephone support is unavailable, Truleo will allow the County to leave a message.

Remote Diagnostic Support

If requested by the County, Truleo will provide remote diagnostic support as appropriate to resolve any defect.

Monitored Email Support

Truleo will monitor incoming emails received at support@truleo.co reporting a defect, record full details of the defect in its issue tracking database and issue a tracking number to the County. Truleo will respond within 24 business hours. Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day.

3. SUPPORT HOURS

Hours of Support

Truleo shall provide telephone, remote, and email support 8 hours per day, each business day of the year ***excluding public holidays.***

For any support request received during out of office hours, action will take place the next open business day.

09:00 to 17:00 EDT hours Monday to Friday

4. SERVICE LEVELS

SEVERITY	CLASSIFICATION	RESPONSE TIME	TARGET RESOLUTION TIME
FATAL DEFECT	Cloud Services, the Cloud Portal or any Software are substantially unusable.	1 hour	4 hours

Truleo will make the Service available to the Guaranteed Up-Time: 99%

Definition of Response Time, Target Resolution Time and Service Credits:

MATERIAL DEFECT	Use of Cloud Services, the Cloud Portal or any Software is materially impaired.	2 hours	24 hours
STANDARD DEFECT	High priority	1 business day	1 week
STANDARD DEFECT	Medium priority	2 business days	2 weeks
STANDARD DEFECT	Low priority	3 business days	3 weeks

Appendix C – Terms & Fees

1. Tiered Pricing Model

Truleo's tiered pricing works so that the price per unit decreases based on the total license volume. These tiers are as follows:

Annual Price	Camera Quantity
\$600	0-100
\$480	101-500
\$240	> 500

2. Contract Terms

Effective Date of Agreement: December 31, 2023

Term Start Date: January 1, 2024

1st Payment Amount: \$0 (paid by 3rd party grant) December 31, 2023

Term Duration: 24 months

BWC Vendor: Axon

100 Total User Licenses	Fees
Annual Contract Value (\$600 x 100)	\$60,000
2 Year Contract Value	\$120,000
Early Adopter Discount	(\$20,000)
3 rd Party Grant	(\$100,000)
Total amount Due	\$0.00

3. Payment Terms

a. 3rd Party Grant will pay for 2 years (24 months)

b. Early adopter discount applied to year 1 only

4. As an Early Adopter, County must:

- a. Participate in two (2) Truleo webinars
- b. Serve as a reference customer.
- c. Provide testimonial for press release, Truleo website and other collateral.

Appendix D –Main Contacts

NAME	COMPANY	TITLE	EMAIL	CELL PHONE
Anthony Tassone	Truleo	CEO	AT@truleo.co	312-371-3160
Blake Gormley	Truleo	Director of Customer Success	Blake@truleo.co	480-599-0687
Christine Preizler	Truleo	VP Sales	Christine@truleo.co	646-410-1497

Appendix E – Insurance

Truleo shall secure, prior to commencing any activities under this Agreement, and maintain, during the term of this Agreement, insurance coverage commensurate with applicable law as follows:

Workers' Compensation Insurance and Employers Liability Insurance in an amount not less than \$1,000,000.

Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability (if applicable), in an amount not less than \$4,000,000 annual aggregate, written on an occurrence form.

Automobile Liability Coverage including-as applicable-owned, non-owned, and hired autos, in an amount not less than \$1,000,000, combined single limit.

Professional Liability Insurance, inclusive of cyber liability, in an amount not less than \$2,000,000.

Appendix F – CJIS Compliance

Truleo follows a CJIS compliant data transfer process where your videos

stay in your evidence platform.

What is CJIS Compliance?

The CJIS Security Policy provides Criminal Justice Agencies (CJA) and Noncriminal Justice Agencies (NJCA) with a minimum set of security requirements for access to FBI CJIS systems and information for the protection and safeguarding of Criminal Justice Information (CJI). This includes biometric, identity history, person, organization, property and case/incident history data. The FBI has advised that CJAs and NCJAs are ultimately responsible for ensuring compliance, even when they engage with a third-party vendor to provide software or services relating to the agency's CJI.

Who enforces CJIS compliance?

CJIS compliance is an assertion software vendors make by adhering to communicated policies. There's no central body that certifies software as CJIS compliant, and thus there is no official CJIS certification.

Does Truleo use CJI Data?

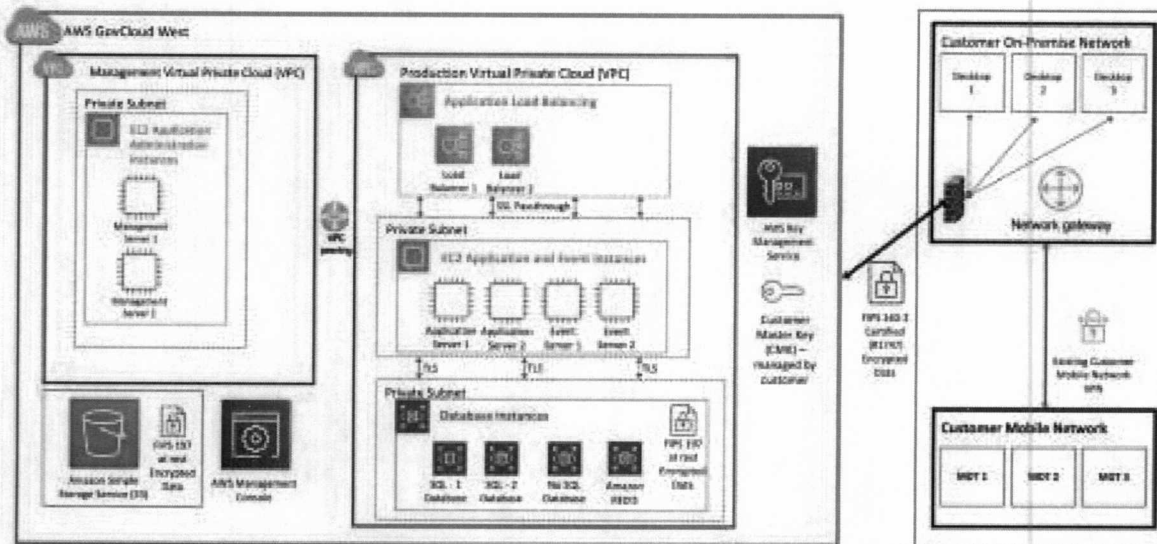
Truleo only analyzes the audio portion of body-worn camera video, which is extracted during the streaming upload process.

NOTE: Audio data is not directly regarded as CJI and itself, does not require CJIS compliance.

How does Truleo ensure CJIS compliance?

ENTERPRISE GRADE INFRASTRUCTURE

Truleo deploys all of its software within the AWS GovCloud. AWS provides hardware solutions and dedicated regions that support CJIS compliant requirements. As per CJIS requirements, AWS GovCloud ensures AWS personnel have no access to customer data. A representative datacenter diagram of AWS GovCloud is shown below.

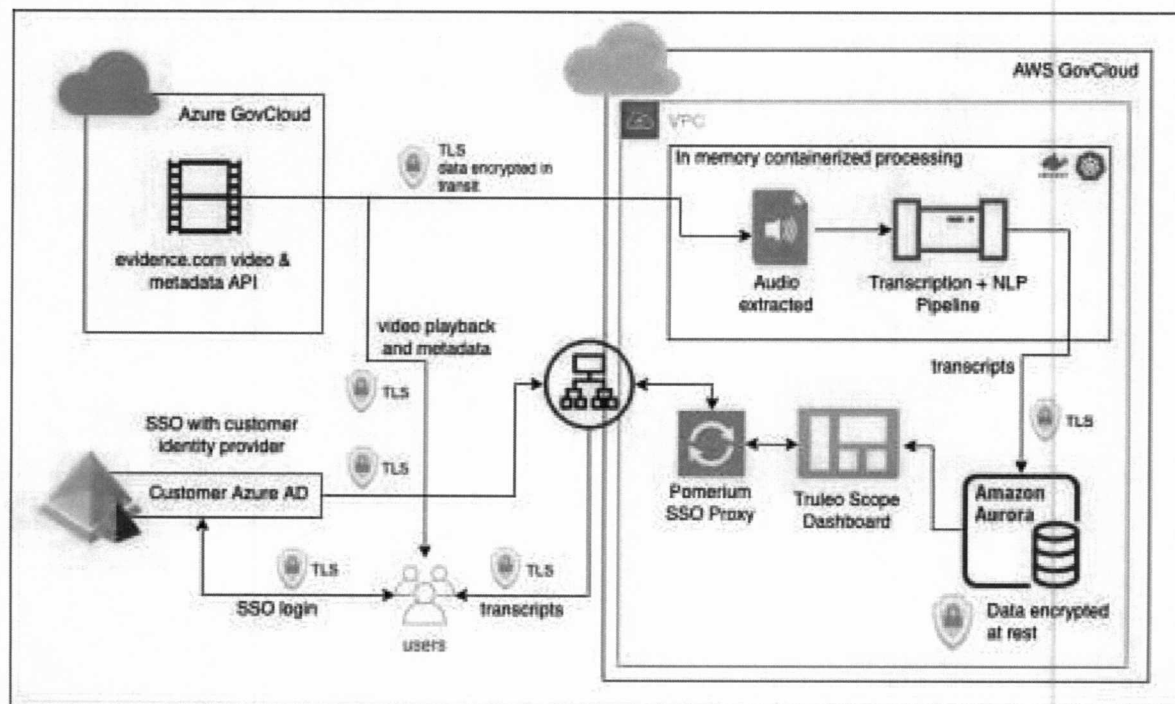


STRICT IT POLICIES

Truleo adheres to a strict set of IT policies to ensure CJIS compliance. You can read our full set of AWS-certified policies in our IT policy documentation. A few critical points of our policies are outlined below.

1. END-TO-END ENCRYPTION

Truleo utilizes FIPS 140-2-compliant TLS for encrypting data during transit and AWS FIPS 197 AES 256 symmetric encryption for encrypting data at rest. The diagram below shows the data flow from an evidence management system through Truleo's pipeline.



Audio data is streamed from the video in the evidence platform during transit over HTTPS. Audio remains in

memory within Truleo's AWS GovCloud environment while the analysis occurs. Once a transcript and analysis data is created, only those components are pushed to the encrypted data store shown in the diagram, and audio is discarded out of memory.

At the end of the process, transcripts exist in Truleo's encrypted data store, while the original video and metadata only exist in the original evidence management system. If data is removed from the evidence management system, it will not be accessible via Truleo's front-end products.

Video playback and metadata retrieval within the Truleo Scope application occurs over a secure connection directly between an authenticated user's browser and the evidence management API, in the same way the user would authenticate and access data directly from their evidence management system.

At an agency's request, users can be authenticated via SSO and an approved identity provider (such as Microsoft Azure Active Directory).

2. VULNERABILITY MITIGATION & MANAGEMENT

Truleo's platform is completely containerized into two services. Truleo uses container vulnerability scanning tools to identify OS and code level vulnerabilities and patches them within our 2 week release cycle.

3. TRAINING AND CLEARANCE OF TRULEO PERSONNEL

All Truleo employees are trained on CJIS compliance and Truleo's policies and methods to ensure it. Since Truleo does not house CJI data, not all employees are required to go through background checks or other methods of clearance. Depending on the nature of a customer engagement, relevant Truleo employees will undergo a customer's desired background processing (e.g. Triple-Eye) on customer paperwork for the purposes of adhering to agency-specific compliance.