

MASTER SUBSCRIPTION AGREEMENT

Customer Full Legal Name: _____

Customer Primary Address: _____

Customer Authorized Point of Contact: _____

This Master Subscription Agreement (“**Agreement**”) is between **Datamaxx Applied Technologies, Inc.**, a Florida corporation with its principal place of business at 2001 Drayton Drive, Tallahassee, Florida 32311 (“**Datamaxx**”) and the Customer named above. This Agreement is effective as of the latest of the dates beneath the parties’ signatures below (the “**Effective Date**”).

1. DEFINITIONS

- 1.1 “**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2 “**Confidential Information**” means non-public information, data or oral information whether subsequently reduced to written form or not, received by one party from the other and clearly identified by the disclosing party in writing as confidential, or which in the context of the disclosure and/or the information, would ordinarily be understood to be confidential along with the terms and conditions of this Agreement.
- 1.3 “**Customer**” means the customer named above and its Affiliates.
- 1.4 “**Customer Data**” means all electronic data or information submitted by Customer to Datamaxx or through the Services.
- 1.5 “**Customer Transaction Data**” means all transactions submitted by Customer to Datamaxx through the Services, and all information and results generated by or through such transactions.
- 1.6 “**Intellectual Property Rights**” means the rights associated with the following: (i) all United States and foreign patents and applications therefor; (ii) all trade-secret rights and all other rights in or to confidential business or technical information; (iii) all copyrights, copyright registrations and applications therefore and all other rights corresponding thereto throughout the world; (iv) trademarks, service marks, trade dress rights and similar designation of origin and rights therein (“**TRADEMARKS**”); and (v) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.
- 1.7 “**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- 1.8 “**Non-Datamaxx Applications**” means online applications and offline software products that are provided by entities or individuals other than Datamaxx and are clearly identified as such, and that interoperate with the Services.
- 1.9 “**Order Forms**” means the documents for placing orders hereunder that are signed by authorized representatives of Customer and Datamaxx or any of their respective Affiliates from time to time, including associated Statements of Works and any addenda and supplements thereto. By entering into an

Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

- 1.10 **“Services”** means the products, software and services that are ordered by Customer under an Order Form.
- 1.11 **“Subscription” or “Subscription Period”** means the access to the Services as agreed to by the parties via the Order Forms during the term of this Agreement.
- 1.12 **“Users”** means individuals who are authorized by Customer to use the Services under Subscription and who have been supplied user credentials by Customer (or by Datamaxx at Customer’s request). Users may include but are not limited to employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. SERVICES

- 2.1 **Provision of Services.** Datamaxx shall make the Services available as are requested by Customer pursuant to this Agreement and the applicable Order Forms during the term of this Agreement. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future improvement in functionality or features nor dependent upon any oral or written public comments made by Datamaxx regarding future improvement in functionality or features.
- 2.2 **Datamaxx Responsibilities.** Datamaxx shall: (i) provide Datamaxx Support for the Services to Customer at no additional charge; (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Datamaxx shall give at least 24 hours written notice to Customer and which Datamaxx shall schedule to the extent practicable during the weekend hours from 9:00 p.m. Friday to 3:00 a.m. Monday Eastern time), or (b) any unavailability caused by unforeseeable circumstances beyond Datamaxx’s reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Datamaxx employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Services in accordance with applicable laws and government regulations. In addition, Datamaxx shall maintain all licenses/cross-licenses, permits, permissions, authorizations, connectivity, and data access and usage rights necessary for it to provide the Services.
- 2.3 **Customer Responsibilities.** Customer shall (i) be responsible for Users’ compliance with this Agreement, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Datamaxx promptly of any such unauthorized access or use, and (iii) use the Services only in accordance with applicable laws and government regulations. Customer shall not (a) make the Services available to anyone other than authorized Users, (b) sell, resell, rent or lease the Services on a stand-alone basis, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3. NON-DATAMAXX PROVIDERS

- 3.1 **Acquisition of Non-Datamaxx Products and Services.** Datamaxx or third parties may from time to time make available to Customer third-party products or services, including but not limited to Non- Datamaxx Applications and implementation, customization and other consulting services. Any acquisition by Customer of such non-Datamaxx products or services, and any exchange of data between Customer and any non-Datamaxx provider, is solely between Customer and the applicable non-Datamaxx provider. Datamaxx does not warrant or support non-Datamaxx products or services, whether or not they are designated by Datamaxx as “certified” or otherwise. No purchase of non-Datamaxx products or services

is required to use the Services except a supported computing device, operating system, web browser and Internet connection.

3.2 Non-Datamaxx Applications and Customer Data. If Customer installs or enables Non-Datamaxx Applications for use with Services, Customer acknowledges that Datamaxx may allow providers of those Non-Datamaxx Applications to access Customer Data as required for the interoperation and support of such Non-Datamaxx Applications with the Services. Datamaxx shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Non-Datamaxx Application providers. The Services shall allow Customer to restrict such access by restricting Users from installing or enabling such Non-Datamaxx Applications for use with the Services.

3.3 Integration with Non-Datamaxx Applications. The Services may contain features designed to interoperate with Non-Datamaxx Applications. To use such features, Customer may be required to obtain access to such Non-Datamaxx Applications from their providers. If the provider of any such Non-Datamaxx Application ceases to make the Non-Datamaxx Application available for interoperation with the corresponding Service features on reasonable terms, Datamaxx may cease providing such Service features without entitling Customer to any refund, credit, or other compensation.

4. PAYMENT TERMS

4.1 Payment Terms. Payments are due and payable upon the Effective Date of this Agreement or as negotiated and attached to this Agreement as Schedule A. Additionally, payment obligations are non-cancelable and non-refundable.

4.2 Invoicing and Payment. Datamaxx and Customer are responsible for providing one another with complete and accurate billing and contact information and notifying one another of any changes to such information.

4.3 Overdue Charges. If any undisputed amounts invoiced hereunder are not received by Datamaxx within 30 days of the due date, then at Datamaxx's discretion, (a) such amounts may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is higher, from the date such payment was due until the date paid, and/or (b) Datamaxx may condition future subscription renewals and Order Forms on payment terms shorter than those specified above in its sole discretion.

4.4 Suspension of Service. If any undisputed charge owing by Customer is 30 days or more past the due date, Datamaxx may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided Datamaxx has given Customer 10 or more days' prior written notice that its account is overdue in accordance with the "Notices" section below.

4.5 Taxes. Unless otherwise stated, Datamaxx fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Datamaxx has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Datamaxx with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Datamaxx is solely responsible for taxes assessable against it based on its income, property and employees.

5. PROPRIETARY RIGHTS

- 5.1 Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, Datamaxx reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 5.2 Restrictions.** Customer shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as permitted herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 5.3 Customer Applications and Code.** If Customer, or a third party acting on Customer's behalf creates applications or program code using the Services, Customer authorizes Datamaxx to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Datamaxx to provide the Services in accordance with this Agreement. Subject to the above, Datamaxx acquires no right, title or interest from Customer or its licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- 5.4 Suggestions.** Datamaxx shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of the Services.
- 5.5 Federal Government End User Provisions.** Where applicable, Datamaxx provides the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFARS 252.227-7015 (Technical Data – Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Datamaxx to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

6. CONFIDENTIALITY

- 6.1 Protection and Limited Use of Confidential Information.** The parties hereto shall comply with any executed and effective Mutual Non-Disclosure Agreements (NDA) entered into by the parties. This Agreement, and the relationship of the parties under this Agreement, shall be considered Confidential Information; provided, however, that Customer may disclose to its customers the relationship of the parties under this Agreement. In addition, all Customer Data and all Customer Transaction Data shall be considered Confidential Information.
- 6.2** During the term of this Agreement, Customer shall refrain from contracting with or disclosing the terms of this Agreement to other providers with capabilities or services similar to Datamaxx.
- 6.3 Data Privacy.** During the Term of this Agreement, Datamaxx shall maintain the Customer Data in compliance with all data privacy standards. Additionally, Datamaxx shall: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Further, Datamaxx shall not use Customer Data except to provide the Service, or to prevent or address service or technical problems, or verify Service improvements, in accordance with this Agreement, and shall not disclose Customer Data to anyone other than the authorized parties in accordance with this Agreement.

7. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

- 7.1 Datamaxx Warranties.** Datamaxx warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) the Services shall be performed in a professional and workmanlike manner, in conformance with applicable industry standards and in compliance with applicable law, (iii) the functionality or usability of the Services will not be materially decreased during a subscription term, and (iv) it will not transmit Malicious Code to Customer, provided it is not a breach of this subpart (iv) if Customer or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. Datamaxx further warrants that it is the owner of, or is otherwise licensed to grant the rights granted hereunder, in the Services and that any intellectual property covered by this Agreement is original and does not infringe on any third party's patents, trademarks, trade secrets, copyrights, or other proprietary rights. To the extent that the Services incorporate a third party's proprietary materials, methods or systems, Datamaxx warrants that it has obtained all authorizations necessary for such incorporation and will continue to obtain such permissions as are necessary. Further, Datamaxx warrants that it will maintain all licenses, permits, permissions, agreements, authorizations, connectivity, and data access and usage rights necessary for it to provide the Services and other rights necessary for the performance of Services. For any breach of a warranty set forth in this Section, Customer's exclusive remedies shall be as provided in the "Indemnification," and "Termination for Cause" sections below unless otherwise provided herein or in an Order Form.
- 7.2 Mutual Warranties.** Datamaxx and Customer each warrant that they have validly entered into this Agreement and have the legal power to do so. Datamaxx and Customer further warrant that they will not knowingly transmit Malicious Code to the other party or to the Services.
- 7.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 7.4 Non-GA Services.** From time to time Datamaxx may invite Customer to try, at no charge, Datamaxx products or services that are not generally available to Datamaxx customers ("**Non-GA Services**"). Customer may accept or decline any such trial in its sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Non-GA Services are not considered "Services" hereunder and are provided "AS IS" with no express or implied warranty. Datamaxx may discontinue Non-GA Services at any time in its sole discretion and is under no obligation hereunder to make them generally available.

8. MUTUAL INDEMNIFICATION

8.1 Indemnification by Datamaxx

- 8.1.1 General.** Datamaxx shall defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the use of the Services infringes or misappropriates the intellectual property rights of a third party, or violates applicable law, regulation or any Government policy or requirements, or arising from a violation of the "Proprietary Rights" or "Confidentiality" sections hereunder (a "**Claim Against Customer**"), and shall indemnify and hold harmless Customer for any damages, attorneys fees, penalties, fees, fines and costs finally awarded against Customer as a result of, and for any amounts paid by Customer under a settlement of, a Claim Against Customer. Customer shall (a) promptly give Datamaxx written notice of the Claim against Customer, (b) give Datamaxx sole control of the defense and settlement of the Claim Against Customer (provided that Datamaxx may not settle any Claim Against Customer unless such settlement unconditionally releases Customer of all liability), and (c) provide to Datamaxx all reasonable assistance, at Datamaxx's expense.

8.1.2 Further Rights and Obligations Regarding IP. In the event of a Claim Against Customer as described in Section 8.1.1, or in the event Datamaxx reasonably believes the Services may infringe or misappropriate, in addition to the obligations set forth herein Datamaxx may in its discretion and at no cost to Customer (i) modify the Services, at no cost to Customer, so that they no longer infringe or misappropriate, without breaching Datamaxx's warranties under "Datamaxx Warranties" above, (ii) obtain a subscription, at no cost to Customer, for Customer's continued use of the Services in accordance with this Agreement, or (iii) terminate this Agreement and any Order Form under this Agreement for such Services upon ninety (90) days written notice and refund Customer any prepaid fees covering the remainder of the term of such Subscriptions after the effective date of termination, and fully and finally release Customer from any further purchase obligations under this Agreement or any Order Forms.

8.2 Indemnification by Customer. Customer shall defend Datamaxx against any claim, demand, suit or proceeding made or brought against Datamaxx by a third party, alleging that the Customer Data, as provided by Customer to Datamaxx, infringes or misappropriates the intellectual property rights of such third party or violates applicable law, regulation or any Government policy or requirements arising from a violation of the "Proprietary Rights" or "Confidentiality" sections hereunder (a "**Claim Against Datamaxx**"), and shall indemnify and hold harmless Datamaxx for any damages, attorneys fees, penalties, fees, fines and costs finally awarded against Datamaxx as a result of, or for any amounts paid by Datamaxx under a settlement of a Claim Against Datamaxx. Datamaxx shall (a) promptly give Customer written notice of the Claim Against Datamaxx, (b) give Customer sole control of the defense and settlement of the Claim Against Datamaxx (provided that Customer may not settle any Claim Against Datamaxx unless such settlement unconditionally releases Datamaxx of all liability), and (c) provide to Customer all reasonable assistance, at Customer's expense.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. EXCEPT WITH RESPECT TO THE "MUTUAL INDEMNIFICATION" AND "CONFIDENTIALITY" SECTION ABOVE, NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED \$500,000.

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE "MUTUAL INDEMNIFICATION" OR "CONFIDENTIALITY" SECTION ABOVE OR TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Intellectual Property Rights. Intellectual Property Rights means any and all rights existing under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. As between Customer and Datamaxx, Customer acknowledges that Customer does not own nor shall Customer acquire any right, title and/or interest, including without limitation all Intellectual Property Rights, except as expressly set forth in this Agreement.

10.2 Trademark License. For purposes of this Agreement, "Trademarks" shall be defined as the trademarks, trade names, logos, domain names, along with any other distinctive brand features of each party. Datamaxx hereby grants to Customer a non-transferable, non-sublicense, non-exclusive license during the Term to display Trademarks solely for the purpose of promoting or advertising that Customer uses the Services in accordance with this Agreement. Customer hereby grants to Datamaxx a non-transferable,

non-exclusive license during the Term to use Customer's Trademarks to advertise that Customer is using the Services, subject to Customer's advance written approval. The parties understand and agree that each party has the sole discretion to determine whether the other party's use of such party's Trademarks is in accordance with such party's standards for Trademark usage. Upon notice by either party, the other party must modify or discontinue any use that the notifying party has deemed contrary to its standards for Trademark usage. Except as set forth in this "INTELLECTUAL PROPERTY RIGHTS" section, nothing in this Agreement shall grant or shall be deemed to grant to Datamaxx or Customer any right, title or interest in or to the other party's Trademarks.

10.3 Attribution of Datamaxx Third-party Data Providers. The data and/or images accessible by Customer by virtue of the Services may contain the trade names, trademarks, logos, domain names, and other distinctive brand features of Datamaxx and its third-party data providers. Customer may not delete or in any manner alter these trade names, trademarks, logos, domain names, and other distinctive brand features.

11. TERM AND TERMINATION

11.1 Term of Agreement. This Agreement commences on the Effective Date and shall continue so long as the contract between the parties is active. Otherwise, this Agreement shall continue for twelve (12) months ("Initial Term"), unless earlier terminated for cause pursuant to the terms of this Agreement. After the Initial Term, the parties will operate under a month-to-month basis, but shall have the option to terminate the Agreement without cause, provided it gives the other party ninety (90) days' written notice, in addition to the rights set forth in Section 11.2 below.

11.2 Termination for Cause. Either party may terminate this Agreement for cause (i) upon 30 days' written notice to the other party of a material breach, if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.3 Return of Customer Data. Upon request by Customer made within 180 days after the effective date of termination, Datamaxx will make available, pursuant to CJS dissemination policies, to Customer for download a file of Customer Data and Customer Transaction Data in comma separated value (.csv) format along with attachment in their native format, and Datamaxx will delete all Customer Data, subject to any necessary retention procedures.

11.4 Surviving Provisions. The sections titled "Payment Terms," "Proprietary Rights," "Confidentiality," "Warranties, Exclusive Remedies and Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Intellectual Property Rights," "Return of Customer Data," "Surviving Provisions," and "General Provisions" shall survive any termination or expiration of this Agreement.

12. Insurance. Datamaxx will maintain during the entire Term of this Agreement, at its own expense, the types of insurance coverage specified below:

- (a) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate limit.
- (b) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of not less than \$3,000,000 per occurrence and \$3,000,000 in the aggregate, covering liabilities arising from: (i) breaches of security; (ii) violation of any right to privacy, and breach of federal, state, or foreign security and/or privacy laws or regulations; and (iii) data theft, damage or corruption, including unauthorized use, identity theft, or theft of personally identifiable information.
- (c) An umbrella or excess liability insurance policy in an amount not less than \$5,000,000 per occurrence.

Customer shall be named as an additional insured on all policies.

13. Mediation and Arbitration. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS or its successor, for final and binding arbitration.

14. GENERAL PROVISIONS

14.1 Export Compliance. The Services, other Datamaxx technology and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Datamaxx and Customer represent that they are not named on any U.S. government denied-party list. Customer shall not permit Users to access or use Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

14.2 Domestic Compliance. Customer in its use of the Services in accordance with this Agreement, and Datamaxx in its provision of the Services under this Agreement, shall comply with all Federal and State Laws and all regulations of the FBI Criminal Justice Information Services Division (CJIS) Policy.

14.3 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If either party learns of any violation of the above restriction, it will use reasonable efforts to promptly notify the other party's Legal Department.

14.4 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

14.5 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

14.6 Notices. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and delivered by at least personal delivery or fax, and email, and shall be deemed to have been given upon: (i) personal delivery, (ii) the first business day after sending by confirmed facsimile, or (iii) except for notices of termination or an indemnifiable claim ("**Legal Notices**"), the first business day after sending by email. Billing and all other non-Legal notices to Datamaxx shall be addressed to the contact listed in the signature block below. Legal notices to Datamaxx shall be addressed to the attention of Legal Department and sent by personal delivery and fax, and e-mail to legal@datamaxx.com. Billing related notices to Customer shall be addressed to the relevant billing contact designated by Customer above, and Legal Notices to Customer shall be addressed to Customer and be clearly identified as Legal Notices. All other notices to Customer shall be addressed to the contact listed in the signature block below.

14.7 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right.

14.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.9 Governing Law. This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the laws of the State of Florida, without regard to conflicts of laws.

14.10 Access to Customer Transaction Data. Datamaxx will provide Customer with website access to all Customer Transaction Data prepared or procured under this Agreement, pursuant to the FBI CJIS retention

and dissemination policy in existence at the time of the request.

14.11 Entire Agreement. This Agreement, including all Schedules and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

14.12 Order of Precedence. In the event of any inconsistency or conflict between or among the provisions of this Agreement, such inconsistency or conflict shall be resolved by the following descending order of preference:

- a) FBI CJIS Security Policy in its most current form.
- b) The Federal Acquisition Regulations, Defense Federal Acquisition Regulations Supplement, and Homeland Security Acquisition Regulations clauses applicable to this Agreement.
- c) The typed provisions set forth in this Agreement.
- d) The Schedules attached to and incorporated by reference in this Agreement.
- e) Order Forms entered into under this Agreement.

14.13 Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument. Facsimile or electronic signatures are deemed to have the same force and effect as original signatures.

In witness whereof, the parties hereto have executed this Agreement effective as of the Effective Date:

CUSTOMER

By: _____
Signature: _____ Title: _____
Contact Person: _____
Contact Phone: _____ Email: _____
Date: _____

DATAMAXX APPLIED TECHNOLOGIES, INC.

By: Stephani Miller
Signature: _____ Title: Executive Vice President
Contact Person: Leah O'Connor
Contact Phone: 850-558-8000 Email: contracts@datamaxx.com
Date: _____