AGENDA ITEM
CA30

AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

Date: 6/22/2026

Meeting Date: 7/13/2026

Submitted By: Micah Short

Department: STOP

Signature of Elected Official/Department Head:

Court Decision:
This section to be completed by County Judge's Office

Johnson County ★ APPROVED ★ Commissioners Court

7.13.2026

Description:

Consideration for approval of agreement between Johnson County and Omnigo Software, LLC for evidence and property management software and services for STOP SCU and authorization for County Judge to sign.

(May attach additional sheets if necessary)

Person to Present: Larry Sparks

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☑ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 15 minutes

Session Requested: (check one)

☑ Action Item ☐ Consent ☐ Workshop ☐ Executive ☐ Public Announcement

Check All Departments That Have Been Notified:

☑ County Attorney ☐ IT ☑ Purchasing ☑ Auditor

☐ Personnel ☐ Development Services ☐ Facilities Management

Other Department/Official (list) _____

Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

Approved in CC on 9/11/2023

Prepared By:	Steve Tarr
Preparer Email:	steve.tarr@omnigo.com
Quote Number:	Q-60160-1
Created Date:	2/25/2026, 6:19 PM
Offer Valid Through:	7/11/2026
Subscription Term (Months):	12
Subscription Start Date:	

Omnigo Software, LLC
111 West Port Plaza 6th Floor
St. Louis, MO 63146 US
www.Omnigo.com
Phone: (800) 814-4843

Bill To
STOP Special Crimes Unit
Larry Sparks
lsparks@johnsoncountytx.org
PO Box 676
Cleburne, Texas 76033
United States

Ship To
STOP Special Crimes Unit
Larry Sparks
lsparks@johnsoncountytx.org
PO Box 676
Cleburne, Texas 76033
United States

PRODUCT	DESCRIPTION	QTY	TOTAL LIST PRICE*	TOTAL SALE PRICE*
QueTel Physical Evidence Base	Core License per instance for Law Enforcement	1.00	$6,500.00	$6,500.00
QueTel Physical Evidence User License	Additional cost per Sworn Officer	15.00	$1,872.00	$1,872.00
Omnigo Eversure: Continuous Training, Consulting, and Support	Continuous Training, Consulting, and Support	1.0	$0.00	$0.00
			$8,372.00	$8,372.00

**Total price and grand total shown is first year of subscription, plus any one-time services, prorated for any applicable add-on sales.*

Prices shown above do not include any taxes that may apply. Any applicable taxes will be invoiced. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authorities governing the "Ship To" location provided by the Customer on this Sales Order Form. Payment terms are 30 days from invoice date. Payments accepted via check, ACH or wire transfer. Amounts in USD. Pricing quoted herein is subject to an annual increase for each year of the contracted term. This Sales Order Form is governed by the terms of the Omnigo Master Subscription Agreement, which can be found at: www.omnigo.com/master-subscription-agreement or such other definitive agreement entered into by and between Omnigo and a customer governing such Sales Order.

Signature: _____ **Signature Date:** 7-13-26

Name (Print): Christopher Boedeker **Title:** County Judge

Is a PO required for purchase? _____ **PO Number, if issued:** _____

Omnigo Software, LLC

DocuSigned by:
Gary Schlisner
14D403F467B34E3...

Gary Schlisner, CFO

June 16, 2026 | 6:11:10 PM CDT

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This Master Software License and Service Agreement (this "***Agreement***") is entered into as of February 12, 2026 (the "***Effective Date***"), by and between the Johnson County Sheriff's Office ("***Customer***"), with its principal place of business at 2 North Mill Street, Cleburne, Texas 76033, and Omnigo Software, LLC ("***Omnigo***"), a Missouri limited liability company, with its principal place of business at 111 West Port Plaza, 6th Floor, St. Louis, MO 63146.

Omnigo and Customer agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings defined below:

(a) ***"Custom Developed Services"*** may include defining requirements, designing, developing, and deploying custom products for the Customer as may be purchased by Customer and specified on an Order Form. Custom Developed Services are governed by this Agreement and the terms of Addendum D.

(b) "***Customer Data***" means all data that is supplied by or on behalf of Customer to Omnigo in connection with, or for the use of, the Software.

(c) "***Hardware***" shall have the meaning specified in Addendum C. Hardware is governed by this Agreement and the terms of Addendum C.

(d) "***Maintenance Release***" means any update, upgrade, release, or other adaptation or modification of the Software, including any associated documentation, that Omnigo may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software, but does not include any New Version. Maintenance Releases may also modify or delete in their entirety certain features and functionality.

(e) "***Managed Services***" means ongoing maintenance support services as specified on any Order Form as may be purchased by Customer. Managed Services are governed by this Agreement and the terms of Addendum B.

(f) "***New Version***" means any new version of the Software that Omnigo may from time to time introduce and market generally as a distinct licensed product (as may be indicated by Omnigo's designation of a new version number), and which Omnigo may make available to Customer at an additional cost under a separate written agreement or an amendment to this Agreement.

(g) ***"Order Form"*** means a document referencing this Agreement that describes the specific Software and/or Solutions to be provided to Customer by Omnigo, applicable pricing, and other transaction-specific provisions that have been agreed upon by Omnigo and Customer.

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(h) ***"Order Form Term"*** means the term of the Solutions and/or Software licenses granted under this Agreement as specified in an Order Form.

(i) "***Software***" means the software products and associated documentation licensed to Customer as set forth in the Order Form.

(j) ***"Solutions***" collectively means the Support Services, Managed Services, Hardware, Custom Developed Services, and other solutions provided by Omnigo that are more specifically outlined in an Order Form and are subject to the terms of this Agreement and the applicable Addendum.

(k) ***"Support Services"*** means continuous training, consulting, and support services as specified on any Order Form as may be purchased by Customer. Support Services are governed by this Agreement and the terms of Addendum A.

(l) ***"Sworn Agency"*** means a government agency with sworn officers as may be determined by Customer. Omnigo agrees to the additional terms in Addendum E for all purchases by Sworn Agencies.

(m) "***Term***" means the term of this Agreement which shall commence on the Effective Date and continue unless terminated in accordance with the terms herein.

(n) "***User***" means Customer's employees or agents who have been granted access (at one or more computer terminals) to the Software who use the Software on Customer's behalf and have executed confidentiality agreements with Customer or are otherwise subject to confidentiality obligations that are at least as protective of Omnigo's Confidential Information as the provisions of this Agreement, and have agreed to abide by all the terms and conditions of this Agreement and the Order Form. Customer agrees that it is responsible to Omnigo for all use of the Software by Users.

2. Addenda. In addition to the terms set forth in this Agreement, the terms and conditions in the Addenda attached hereto shall also apply to the Software and/or Solutions referenced in the applicable Order Form. Applicable Addenda are incorporated herein by reference.

3. Software License Grant. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including all applicable Addenda, Omnigo grants Customer a limited, non-exclusive, non-sublicensable, and non-transferable license during the Order Form Term to use the Software solely for Customer's internal business purposes. Omnigo further reserves all rights and privileges of every kind except as expressly granted to Customer in this Agreement. This is a license, not a sale of the Software or any copy of it, nor is it a waiver of any intellectual property rights of Omnigo. Except for the limited rights and licenses expressly granted under this Agreement, Customer acknowledges and agrees that nothing in this Agreement or the Order Form grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software. All rights not expressly granted herein shall be reserved to Omnigo.

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4. Code of Conduct & Restrictions on Use. Customer shall not at any time, directly or indirectly, (a) use the Software (or allow others to do so) for any purpose beyond the scope of the license granted in this Agreement, or (b) use the Solutions in violation of the terms set forth in this Agreement. Without limiting the foregoing, Customer shall not at any time:

(a) Copy, modify, or create derivative works of the Software or any Solutions, in whole or in part;

(b) Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or any Solutions;

(c) Reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;

(d) Engage or use in any unlawful or illegal use of the Software or any Solutions;

(e) Engage in any activity that exploits, harms, or threatens minors;

(f) Use or publicly display the Software or any Solutions to share inappropriate content or material (e.g., pornography, graphic violence, etc.);

(g) Remove or alter any copyright notices or other proprietary legends or notices from the Software or associated documentation, or any Solutions;

(h) Circumvent any restrictions on access to or availability of the Software or any Solutions;

(i) Engage in activity that is harmful to Omnigo, the Software, any Solutions, or others (e.g., transmitting viruses, stalking, etc.);

(j) Use the Software or any Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, privacy right, or other right of any person;

(k) Use the Software or any Solutions to collect, process, or provide to Omnigo any data that Customer does not have the rights to collect, process, or provide; or

(l) Assist others, directly or indirectly, in any of the foregoing activities.

5. Customer Obligations and Warranties. Customer acknowledges and agrees to each of the following:

(a) Pricing. All pricing schedules and pricing terms shall be detailed in the Order Form.

(i) Customer may only decrease the number of Users or other Solutions detailed in any Order Form upon expiration of the current Order Form Term, provided notification is received by Omnigo at least sixty (60) days prior to any such expiration. Customer acknowledges and agrees that any decrease in the number of Users or other factors on which the fees for the Software and Solutions are based will result in a reduction or elimination of any volume discounts or incentive pricing Customer received prior to such decrease.

(ii) Customer may increase the number of Users, Solutions, or add additional

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Solutions at any time during the Term. Unless otherwise requested and agreed, pricing for additional recurring Solutions shall be prorated to co-term with existing recurring Solutions so that the Software may be consolidated for future term billings.

(b) Customer Hardware. Customer understands: (i) the hardware requirements necessary for the use of the Software and Solutions; (ii) the Software may not work properly if the minimum hardware specifications are not met; and (iii) hardware specifications may change because of regulatory and/or industry required software changes. Customer shall, at all times during the Order Form Term, set up, maintain, and operate in good repair and in accordance with the hardware specifications, all Customer hardware on or through which the Omnigo Software and Solutions are accessed or used and provide Omnigo personnel with such access to Customer's premises and Customer hardware as is necessary for Omnigo to exercise its rights and perform its obligations under and in connection with this Agreement.

(c) Speed of Software. Customer understands and accepts that network service, including wired, wireless, cellular, and satellite communication services, is provided by a third-party carrier (or carriers). Omnigo accepts no responsibility or liability for performance issues due to third party network-related disruption or malfunction.

(d) Customer Security. Notwithstanding any language to the contrary, Customer is solely responsible for the security and compliance of the Software as installed or used on Customer or User devices. Customer warrants that it will provide and maintain security practices and software required to maintain reasonable security and compliance of Customer devices that hold or access Customer Data or on which the Software is installed or used, including, without limitation, risk assessment, security practices and policies, device encryption, malware protection, system updates, and any other applicable security measure required by law or regulation, industry standards that are commercially reasonable in the information technology industry, or common best practice.

(e) Customer Data Integrity. Customer shall ensure that Customer's use of all Customer Data is, at all times, compliant with all applicable local, state, federal, and international law, regulations, and conventions, including without limitation those related to data privacy, international communications, and the exportation of technical or personal Data. Customer is solely responsible for the validity, integrity, accuracy, and completeness of all Customer Data entered into or processed by the Software, or provided by Customer to Omnigo, and Customer agrees that Omnigo may refuse to process any Customer Data that, in Omnigo's sole discretion: (i) is not of a quality or condition suitable for processing; (ii) does not comply with Omnigo's applicable standards and procedures; or (iii) is otherwise not in proper machine-readable form. Omnigo shall not be deemed responsible for any transactions or data processing that fails, or legal or regulatory compliance failures, due to the validity, integrity, accuracy, and completeness of the data.

(f) Customer Data Consents and Notices. Customer warrants that it has sufficient

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rights in the Customer Data to authorize Omnigo to host, copy, process, and transmit the Customer Data to provide, maintain, and improve the Software and Solutions during the Term (as further set forth in Section 10 [Intellectual Property Ownership]), and that the Customer Data and its use hereunder will not violate or infringe the rights of any third party. Customer acknowledges that (i) it is Customer's sole responsibility to provide all notices and obtain all necessary licenses, consents, and permissions for all data provided by or on behalf of Customer and/or any User to Omnigo for the Omnigo Solutions and/or Software (including all Customer Data); and (ii) it is Customer's sole responsibility to use the Omnigo Solutions and Software in compliance with applicable laws and regulations.

(g) Authority to Sign. Customer warrants that the person signing this Agreement has the requisite authority to act on behalf of Customer, including the specific authority to bind Customer to this Agreement and all its terms and conditions.

6. Maintenance Releases and New Versions. During the Order Form Term, Omnigo will provide Customer with all Maintenance Releases (including updated associated documentation) that Omnigo may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases provided by Omnigo to Customer are deemed Software and are subject to the terms of this Agreement. Omnigo does not promise there will be a certain number of Maintenance Releases (or any Maintenance Releases) during a particular year and Omnigo has no obligation to continue to provide or enable any particular features or functionality. Customer will be notified via email or within the Software when Maintenance Releases are available and before any of the aforementioned changes to terms of service or updates to other Omnigo-supplied software and/or hardware take effect. Customer agrees to install Maintenance Releases promptly after receipt from Omnigo.

7. Invoicing and Payment.

(a) Initial Payment and Invoicing. The First Invoice Total (as set forth in the applicable Order Form) is due within thirty (30) days from the invoice date.

(b) Annual Fees. Unless otherwise set forth in the applicable Order Form, Omnigo invoices annually for all Software and Solutions. Annual fees will be billed up to sixty (60) days prior to the anniversary of the Order Form Term each year. All fees are due within thirty (30) days from the invoice date. Customer shall make all payments in US dollars.

(c) Fee Increases. At the end of each Order Form Term, Omnigo may increase fees by sending Customer written notice of the change no later than thirty (30) days prior to the date such change becomes effective.

(d) Delinquent Account. Customer hereby agrees that Omnigo has the right, but not an obligation, to suspend the Solutions, including the Software, without prior notice to Customer if Customer fails to pay an invoice when due. During the term of any such suspension, all amounts due under this Agreement shall continue to accrue and be due and payable according to this

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Agreement. Invoices not paid within sixty (60) calendar days of the date of the invoice shall entitle Omnigo to accelerate payment of all future sums due under the Agreement and such fees shall be immediately due and payable. If Customer's outstanding invoices are not paid in full within ten (10) calendar days thereafter, Omnigo may immediately terminate this Agreement or any Order Form, without incurring any obligation or liability to Customer or any other person by reason of such termination. Customer agrees that it shall be liable to Omnigo for all costs of collection of any delinquency, including collection agency fees, reasonable attorneys' fees, and court costs.

(e) Taxes. Omnigo's prices are quoted exclusive of all sales, use, or other taxes or similar assessments. Customer is responsible for all taxes, fees, duties, licenses, tariffs, and levies imposed upon the Software or Solutions by any federal, provincial, state, or local government or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Omnigo's income. This provision shall not apply to any taxes for which Customer is exempt and for which Customer has furnished Omnigo with a valid tax exemption certificate authorized by the appropriate taxing authority. Tribal customers may be exempt from taxes as per their agreements with the relevant government authorities.

8. Audits.

(a) Audit Procedure. Omnigo or its designee (including its accountants and auditors) may, in Omnigo's sole discretion, inspect and audit Customer's use of the Software and the Solutions under this Agreement at any time during an Order Form Term and for two (2) years following the termination or earlier expiration of such Order form Term to verify Customer's compliance with this Agreement and the Order Form. Customer shall make available all such books, records, hardware, information, and personnel, and provide all such cooperation and assistance, as may be requested by or on behalf of Omnigo with respect to such audit.

(b) Cost and Results of Audit. If the audit determines that Customer's use of the Software exceeded the usage permitted by this Agreement or the applicable Order Form, Customer shall pay to Omnigo all amounts due for such excess use of the Software and/or Solutions, plus interest on such amounts, at a rate of one and a half percent (1.5%) per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law. If the audit determines that such excess use equals or exceeds five percent (5%) of Customer's permitted level of use, Customer shall also pay to Omnigo all costs incurred by Omnigo in conducting the audit and promptly correct any non-compliance. Customer shall make all payments required under this Section 8(b) (Cost and Results of Audit) within fourteen (14) days of the date of written notification of the audit results.

9. Confidential Information.

(a) 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,

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third-party confidential information, and other sensitive or proprietary information that would be reasonably understood to be confidential, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "***Confidential Information***"). The receiving party agrees that it will use the same care and discretion to avoid disclosure of any Confidential Information as it uses with its own similar information that it does not wish to disclose, publish, or disseminate (but in no event less than a reasonable degree of care). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. Except as otherwise expressly permitted in writing by an authorized representative of the disclosing party or except where prohibited by applicable law, the receiving party agrees that it shall not use the Confidential Information of the disclosing party for any purpose other than the purpose for which the disclosing party disclosed the Confidential Information, or disclose or reveal the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, directors, officers, agents and consultants who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder, and are subject to legally binding obligations of confidentiality no less restrictive than those contained in this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. If a protective order or other remedy is not obtained as outlined in (i) above, or if the disclosing party waives in writing compliance with the terms hereof, then the receiving party shall furnish only that portion of the Confidential Information which the receiving party is advised by written opinion of counsel is legally required and to exercise reasonable efforts to obtain confidential treatment of such Confidential Information. The parties acknowledge and agree that a breach of this Agreement by either party may cause continuing and irreparable injury to the other's business as a direct result of any such violation for which the remedies at law may be inadequate and that a disclosing party shall therefore be entitled and to seek to obtain a temporary restraining order and injunctive relief against the other party, without posting a bond or other security, to prevent any violations thereof, and, in addition , any other appropriate equitable relief. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and shall apply during the Term of this Agreement and for a period of one (1) year 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 expiration or termination of this Agreement for as

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long as such Confidential Information remains subject to trade secret protection under applicable law.

(b) Without limiting the foregoing, Customer acknowledges and agrees that the Software and associated documentation contain copyrighted and/or proprietary information of Omnigo and constitute valuable assets and trade secrets of Omnigo. Accordingly, Customer agrees to use the Software only in accordance with the terms and conditions of this Agreement. Customer must implement commercially reasonable procedures to ensure continued confidentiality, security, and protection of the Software and the associated documentation as required hereunder and to prevent unauthorized access thereto or use thereof by any of Customer's employees or any other entity. The provisions of this paragraph shall survive in perpetuity, notwithstanding any expiration or termination of the license granted hereunder or of this Agreement in whole or in part.

10. Intellectual Property Ownership. Customer acknowledges that, as between Customer and Omnigo, Omnigo owns, and shall at all times retain sole title to and ownership of, all right, title, and interest, including all intellectual property rights in and to, the Software, in all forms and all copies thereof including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks, and proprietary and confidential information rights associated with the Software except that any portion of the Software that is licensed from a third party shall remain owned by the applicable third party. Customer agrees to respect all applicable intellectual property rights, including patents, trademarks, copyrights, trade secrets, and licenses, pertaining to the Software, hardware, and services provided under this Agreement.

11. Customer Data.

(a) The Omnigo Solutions and Software allow Customer to store or share Customer Data. Omnigo does not claim ownership of Customer Data. Customer Data is, at all times, owned by Customer, and Customer is responsible for all Customer Data. Omnigo Solutions and Software do not replace the need for Customer to maintain business continuity and disaster recovery procedures or redundant data archives. OMNIGO HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA except for any such loss caused by Omnigo's negligence. Customer hereby grants to Omnigo a limited and non-exclusive license to host, copy, process, and transmit Customer Data to provide, maintain, and improve the Software and Solutions during the Term. Notwithstanding the foregoing, Omnigo reserves the right to monitor usage and metrics and collect usage data (i.e., metadata) in any manner set forth in Section 12 (Aggregated and Benchmarking Data), below. To the extent necessary or desirable to provide services to Customer and others, to protect Customer and the Solutions, and to improve Solutions, Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Omnigo to enforce this Agreement and exercise Omnigo's rights and perform Omnigo's

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obligations hereunder. If Customer uses the Software and does not purchase Omnigo's Managed Services as set forth in Addendum B, then Customer is also solely responsible for regular data backups.

(b) Upon Customer's written request, Omnigo will return to Customer or destroy all Customer Data within a reasonable period of time, provided that Omnigo shall have the right to charge Customer with the cost of returning to Customer or destroying such Customer Data, including, but not limited to, the time incurred by Omnigo at its then-current time and materials rates and reasonable copying, courier, and other delivery expenses. Omnigo may retain Customer Data after the Order Form Term if such Customer Data needs to be retained for the purpose of actual or potential litigation or other record-keeping purposes, or is on back-up, archival storage tapes, or the like and is therefore not practical to return or destroy, provided that Omnigo will maintain Customer Data according to this Agreement. Omnigo will have no duty to maintain Customer Data and may destroy Customer Data within thirty (30) days after expiration or termination of an Order Form Term, unless Customer agrees to pay an annual maintenance fee for Omnigo's ongoing storage of Customer Data, as set forth in the Support Services Addendum. Customer agrees that Omnigo will not be liable to Customer or any third party for any Customer Data deleted under this Section 11(b) (Customer Data).

12. Aggregated and Benchmarking Data. Nothing in this Agreement shall limit Omnigo's ability to collect, use, and disclose Aggregated Data (defined below) for the purpose of monitoring the performance, operation, or security of the Software or monitoring, enhancing, and creating new services. Customer agrees that Omnigo may collect, use, and disclose data concerning and derived from Customer's use of the Software and Solutions, including Customer Data, for industry analysis, benchmarking, analytics, marketing, and other business purposes, provided that any such data collected, used, and disclosed for such purposes will be in aggregate form only and will not identify Customer, its Users, or any third parties utilizing the Software Solutions as the source of the data ("***Aggregated Data***") and Omnigo complies with all applicable laws in collecting, using, and disclosing such Aggregated Data. Aggregated Data shall not be considered Customer Data or Confidential Information of Customer. Moreover, Customer agrees to allow Omnigo to use Aggregated Data to compile benchmarking and usage data for research and development, including, but not limited to, operational, financial, and statistical data of Customer in order to provide comparative benchmarking services, decision support services, and predictive management services to Omnigo's customers and prospective customers, and for use in Omnigo's research and development of the Software. Customer grants Omnigo the right to collect and use such Aggregated Data for all such purposes.

13. Customer's Third-Party Applications, Services, or Integrations. Customer acknowledges and agrees that the Solutions may operate with Customer's applications or services that are provided by third parties ("Third Party Services"). Omnigo is not responsible for the operation of

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such Third Party Services nor the availability or operation of the Solution to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Omnigo does not make any representations or warranties with respect to Third Party Services. Any exchange of data or other interaction between Customer and Third Party Services is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

14. Limited Warranty.

(a) Omnigo warrants for a period of ninety (90) days after Customer initially receives the Software (the "Warranty Period") that the Software will perform under normal use substantially as described in the associated documentation. Customer's exclusive remedy and Omnigo's sole liability for Software that does not meet the warranty set forth in this Section 14 (Limited Warranty) shall be at Omnigo's sole option and expense to repair or replace the non-conforming Software, provided, however, that Customer promptly notifies Omnigo of the first occurrence of the deficiency in writing within the applicable Warranty Period, and the Software has been demonstrated to be defective. Omnigo does not guarantee that all errors will be corrected.

(b) The warranties set forth in Section 14(a) (Limited Warranty) do not apply and become null and void if Customer breaches any provision of this Agreement, or if Customer, any User, or any other person granted access to the Software by Customer, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the associated documentation or expressly authorized by Omnigo in writing; (ii) modifies or damages the Software; (iii) misuses the Software, including any use of the Software other than as specified in the associated documentation or expressly authorized by Omnigo in writing; or (iv) uses of any version of the Software other than the most current version or fails to promptly install any Maintenance Release or replacement of the Software made available to Customer by Omnigo.

(c) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 14(a) (LIMITED WARRANTY), THE SOFTWARE AND ASSOCIATED DOCUMENTATION AND ANY SOLUTIONS ARE PROVIDED TO CUSTOMER "AS IS" AND OMNIGO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. OMNIGO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 14(a) (LIMITED WARRANTY), OMNIGO MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND ASSOCIATED DOCUMENTATION AND ANY SOLUTIONS, OR ANY HARDWARE OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE

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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.

15. Indemnification by Customer. To the extent permitted by applicable law, Customer shall indemnify, hold harmless, and, at Omnigo's option, defend Omnigo, its affiliates, agents, directors, officers, and employees from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) resulting from any third-party claim, suit, action, or proceeding ("***Third-Party Claim***") based upon or arising out of Customer's, or any User's: (a) gross negligence, fraud, or willful misconduct; (b) use of the Software or associated documentation in a manner not authorized or contemplated by this Agreement; (c) breach of any of the representations and warranties made by Customer in Section 5 (Customer Obligations and Warranties), provided that Customer may not enter into any settlement binding upon Omnigo without Omnigo's consent, which shall not be unreasonably withheld; or (d) any alleged or actual infringement of intellectual property rights pertaining to Customer's use of the Software and Solutions provided under this Agreement. Omnigo shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

16. Indemnification by Omnigo. Omnigo will defend and indemnify, at its expense, any claim made against Customer by a third party based on an allegation that the Software infringes or misappropriates any United States patent, copyright, or trademark ("IP Claim"); provided, that Customer (a) has not materially breached the terms of this Agreement, (b) notifies Omnigo in writing promptly after Customer first learns of the IP Claim; and (c) reasonably cooperates in the defense of the IP Claim. Omnigo shall have sole control over such defense. If an IP Claim is made, Omnigo may modify the Software to be non-infringing, but still substantially similar to the current Software, or obtain for Customer a license to continue using the Software. If Omnigo determines it is not commercially reasonable or technically possible to perform either of the above options, then Omnigo may at its option elect to terminate this Agreement and refund to Customer the fees paid to Omnigo by Customer for the Software for the unused portion of the then current Order Form Term. Upon any such termination, Customer shall cease use of the Software. Omnigo shall have no indemnification obligations under this Section 16 (Indemnification by Omnigo), if the alleged infringement arises from: (i) Omnigo's compliance with specifications or instructions prescribed by Customer; (ii) modification of the Software by Customer; (iii) use of the Software in combination with other software not provided by Omnigo and which use is not specifically described in the associated documentation, or (iv) use of the Software that does not include all Maintenance Releases made available to Customer by Omnigo if such Maintenance Release is necessary to avoid infringement. THIS SECTION 16 (INDEMNIFICATION BY OMNIGO) STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND OMNIGO'S SOLE AND EXCLUSIVE LIABILITY

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AND OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 16 (INDEMNIFICATION BY OMNIGO), OMNIGO SHALL NOT HAVE ANY OBLIGATION TO DEFEND OR INDEMNIFY CUSTOMER FOR THIRD PARTY CLAIMS.

17. Limitation of Liability.

(a) Limitation on Types of Damages Recoverable. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OMNIGO BE LIABLE TO CUSTOMER OR ANY THIRD PARTY CLAIMING THROUGH A PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOST OR DAMAGED DATA, INVESTMENTS MADE, AND LOSS OF BUSINESS OPPORTUNITY OR INTERRUPTION) THAT CUSTOMER MAY INCUR OR EXPERIENCE UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY ORDER FORM, THE SOFTWARE, OR SOLUTIONS HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY) EVEN IF (i) OMNIGO WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, (ii) DIRECT DAMAGES DO NOT SATISFY A REMEDY, OR (iii) A LIMITED REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

(b) Limitation on the Amount of Damages Recoverable. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OMNIGO'S ENTIRE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATED IN ANY WAY TO THIS AGREEMENT, ANY ORDER FORM, THE SOFTWARE, OR SOLUTIONS, REGARDLESS OF THE NATURE OF THE OBLIGATION, FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY), IN ALL CASES SHALL BE LIMITED TO, AND SHALL NOT EXCEED, IN THE AGGREGATE, FEES PAID TO OMNIGO UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE SOFTWARE OR SOLUTIONS THAT ARE THE BASIS OF THE PARTICULAR CLAIM AND UNDER THE APPLICABLE ORDER FORM.

(c) Allocation of Risk. EACH PARTY ACKNOWLEDGES THAT THE FOREGOING DAMAGES EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 17 (LIMITATION OF LIABILITY) REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGES THAT THE OTHER PARTY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH EXCLUSIONS AND LIMITATIONS OF LIABILITY OR THAT THE PRICES PAID BY CUSTOMER FOR THE SOFTWARE AND/OR SOLUTIONS WOULD HAVE BEEN HIGHER.

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(d) No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party against the other more than two (2) years after the cause of action has accrued, except for actions related to unpaid fees.

18. Termination. In addition to any other express termination right set forth in this Agreement, this Agreement will terminate as follows:

(a) Default in Performance or Breach. Except as otherwise provided in this Agreement, if either party defaults in the performance of or breaches any duty, or the payment of any amount due, under this Agreement, and such default or breach is incapable of cure or, being capable of cure, remains uncured thirty (30) days after written notice of default or breach given by the other party (other than Customer's breach of Section 3 [Software License Grant] or Section 4 [Code of Conduct and Restrictions on Use], as specified above), the non-defaulting/non-breaching party may terminate this Agreement and any Order Form by giving written notice of termination. This Agreement and any Order Form will be terminated ten (10) days after such notice of termination (for uncurable breaches), or, immediately, if not cured upon the conclusion of the cure period, if any. If Customer breaches Section 3 (Software License Grant) or Section 4 (Code of Conduct and Restrictions on Use) of this Agreement, Omnigo may terminate this Agreement or any license to Software granted under this Agreement effective upon notice to Customer.

(b) Bankruptcy or Insolvency. Either party shall have the right to terminate this Agreement and any Order Form by giving written notice of termination to the other in the event of the insolvency or bankruptcy of such other, whether voluntary or involuntary, or the appointment of a trustee, receiver, or similar agent to take charge of or sell any material portion of such other's property or business.

(c) Unless otherwise agreed in an Order Form, all Order Forms Terms shall automatically renew for the same duration and for the same number of Users as the original Order Form. Either party may terminate an expiring Order Form Term by written request, received by the other party at least sixty (60) days prior to the expiration date of the applicable Order Form.

(d) Effects of Expiration or Termination.

(i) Amounts Due. If an Order Form provides for ongoing payments during the Order Form Term, or Customer has not paid all fees due and Customer cancels prior to the end of such Order Form Term, Customer agrees to pay the full amount that has or would have become due during such Order Form Term, and such payment shall be due in full upon termination.

(ii) Termination of License. Upon expiration or termination of the Order Form Term, the license granted in Section 3 (Software License Grant) shall automatically terminate and Customer shall immediately cease use of the Software and either return all Software to Omnigo or, under Omnigo's

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supervision, destroy all copies of the Software (including documentation, manuals, and accompanying materials) in Customer's possession.

(iii) Omnigo's Confidential Information. Upon expiration or termination of this Agreement, Customer shall promptly return to Omnigo all copies, whether in written, electronic, or other form or media, of Omnigo's Confidential Information, or destroy all such copies and certify in writing to Omnigo that such Confidential Information has been destroyed.

(e) Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination. Without limiting the generality of the foregoing statement, this Section 18(e) (Survival) and Section 1 (Definitions), Section 4 (Code of Conduct and Restrictions on Use), Section 7 (Invoicing and Payment), Section 8 (Audits), Section 9 (Confidential Information), Section 10 (Intellectual Property Ownership), Section 11 (Customer Data), Section 12 (Aggregated and Benchmarking Data), Section 14 (Limited Warranty), Section 15 (Indemnification by Customer), Section 16 (Indemnification by Omnigo), and Section 17 (Limitation of Liability) survive any expiration or termination of this Agreement.

19. General Provisions. The following general provisions apply to this Agreement:

(a) Integration. This Agreement, together with any other documents incorporated herein by reference and all Addenda, constitutes the sole and entire agreement of the parties. It is the complete and exclusive expression 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. In the event of any inconsistency between the statements made in the body of this Agreement, the Addenda, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Addenda; (ii) second, the Addenda to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference, including any exhibits, schedules, attachments, and appendices to this Agreement.

(b) Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be given to the parties at their address above, or at such other addresses as each shall notify the other in writing. All notices, requests, demands, and other communications under this Agreement shall be in writing, shall be served by hand delivery, overnight courier, and copy by email, and shall be deemed given upon the date of receipt. Notices relating to Software maintenance, Software issues, and Software service suspension may be published or posted by Omnigo over its service.

(c) Non-Solicitation. Customer agrees that during the Term of this Agreement and for a period of twelve (12) months after termination of this Agreement, it will not recruit or solicit, without Omnigo's prior written consent, any person then employed or engaged by

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Omnigo if such person became known to Customer through the relationship established pursuant to this Agreement. This prohibition will not apply to job opportunities posted on recruiting websites or in other publications in which Customer seeks to find candidates for open positions (absent direct solicitation and/or recruitment).

(d) Relationship of Parties. The parties hereto are independent contractors and this Agreement shall not create or imply an agency relationship between the parties. Pursuant to and during the term of this Agreement, Omnigo may, from time to time, request that Customer execute such instruments and documents appointing Omnigo an agent of the Customer for a specific limited purpose. An officer of Customer shall, in a timely manner, execute and deliver to Omnigo or the third party requiring the same, such instruments designating Omnigo as Customer's agent to the extent required by Omnigo to manage and perform to Services provided by it under this Agreement.

(e) Captions. The descriptive headings of the Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

(f) Force Majeure. Except for Customer's payment obligations, in no event shall a party be liable to the other, 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 such party's reasonable control, including, but not limited to, acts of God, epidemic, pandemic, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, data security incidents (including ransomware or other malware), labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo. The effected party shall use reasonable efforts to mitigate the extent of the aforementioned excusable delay or failure and their adverse consequences. Should any such delay or failure continue for more than thirty (30) days, the Agreement may be terminated without liability by the non-delaying party.

(g) Assignment, Transfer, & Sublicensing. Customer may not sell, assign, transfer, give, or sub-license in any manner, by operation of law or otherwise, any licenses granted hereunder or all or a portion of the Software, the benefits of, or obligations under, this Agreement without the prior written consent of Omnigo. Omnigo may assign this Agreement, in whole or in part, at its discretion. Any purported assignment, transfer, or delegation in violation of this Section 19(g) (Assignment, Transfer & Sublicensing), is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder.

(h) Binding Effect. This Agreement shall be binding upon the parties, their heirs, legal representatives, affiliates, and permitted successors and assigns.

(i) Applicable Law. This Agreement shall be governed by and interpreted in accordance with the law of the State of Texas without giving effect to any choice or conflict of

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law provision or rule that would require or permit the application of the laws of any other jurisdiction except if the State of Texas adopts the Uniform Computer Information Transactions Act drafted by the National Conference of Commissioners of Uniform State Laws as revised or amended as of June 30, 2002 ("UCITA") which is specifically excluded. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

(j) Venue. The parties agree that any legal suit, action, or proceeding arising out of or related to this Agreement shall be brought exclusively in a state or federal court serving Dallas, Texas, and the parties irrevocably submit to the exclusive jurisdiction of such court in any such suit, action, or proceeding.

(k) Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 9 (Confidentiality Information) or, in the case of Customer, Section 4 (Code of Conduct and Restrictions on Use), would cause the other party irreparable harm for which monetary damages alone 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 seek 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.

(l) Amendments. No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing and signed by each of the parties.

(m) Non-Waiver. No failure or delay in exercising any right under this Agreement by either party will operate as a waiver of that any right, nor shall any partial exercise of any right preclude further exercise of the right.

(n) Severability. If any term or provision of this Agreement is adjudged by a court of competent jurisdiction to be invalid, illegal, or unenforceable under the laws of any state or the United States, the unaffected portions of this Agreement shall be unimpaired and remain in full force and effect. In the event of such a ruling, the parties shall negotiate in good faith a substitute for the provision declared invalid, illegal, or unenforceable.

(o) Export Regulation. The Software and/or Solutions may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Software or Solutions to, or make the Software or Solutions accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Solutions available outside the US.

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(p) US Government Rights. Each of the Software and the associated documentation is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Software and documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

(q) Execution in Counterparts. This Agreement may be signed in counterparts, each of which is deemed an original, and all of which together are deemed a single instrument when signed by both parties.

(r) No Agency. This Agreement does not create any agency relationship between the parties.

(s) Attorney Fees. The prevailing party in any litigation concerning this Agreement will be entitled to reasonable attorney's fees and court costs, in addition to any other relief to which that party may be entitled.

(t) Publicity. Nothing contained in this Agreement shall be interpreted so as to prevent Omnigo from publicizing its business relationship with Customer or the nature of the Software or Solutions sold to or performed for Customer.

(u) No Third Party Beneficiaries. This Agreement does not and is not intended to confer any enforceable rights or remedies upon any person or parties other than the parties hereto.

(v) Construction. The paragraph headings in this Agreement are for convenience only, do not constitute a part of this Agreement, and shall not affect its interpretation. The terms of this Agreement are to be construed as singular, plural, masculine, feminine, or neuter, as context requires.

[SIGNATURES APPEAR ON NEXT PAGE]

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CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS THE AGREEMENT AND ADDENDA, AND AGREES TO BE BOUND BY THEIR TERMS AND CONDITIONS.

Agreed and Accepted by:

Customer	Johnson County	Omnigo Software, LLC	
Signature:		Signature:	DocuSigned by: 14D403F467B34E3...
Name:	Christopher Boedeker	Name:	Gary Schlisner
Title:	County Judge	Title:	CFO
Date:	March 9, 2026	Date:	February 12, 2026 | 5:47:28 PM CST

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Addendum A

SUPPORT SERVICES ADDENDUM

This Support Services Addendum (this "***Addendum A***") is an addendum to the Master Software License and Service Agreement (the "***Agreement***") between Omnigo and Customer (as defined in the Agreement). Capitalized terms used in this Addendum A and not otherwise defined below shall have the meanings given to such terms in the Agreement.

Customer and Omnigo hereby agree to the following:

1. Support Services. Omnigo shall provide Customer with support as set forth in this Support Services Addendum at the fees, if any, as listed in the applicable Order Form. Customer's failure to install a Maintenance Release promptly after receipt from Omnigo may result in termination of the Support Services Addendum and all Support by Omnigo, without any obligation or liability to Customer or any other person by reason of such termination.

2. Definitions.

(a) "***Maintenance***" means scheduled unavailability of the Services, as announced by Omnigo prior to the Services becoming unavailable.

(b) "***Production***" environment refers to the live environment where Users interact and log live data.

(c) "***QA/Testing***" environment refers to a pre-production environment used to test new releases, configuration changes, or customizations either through human or automated testing, prior to implementation in the Production environment.

(d) "***Services***" means Support Services and the professional services provided by Omnigo on a Statement of Work.

(e) "***Training***" environment refers to an environment the mirrors or closely mirrors the Production environment that is typically used to training new users on software usage, configuration changes, and other topics.

3. Technical Support. Omnigo will provide Customer with Support Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time, excluding Omnigo's observed holidays. Emergency support is available to Customer outside the designated Support times by telephone only. If Omnigo, in its sole discretion, determines that emergency Support is related to an issue not caused by Omnigo, Customer shall pay for any such emergency Support at then-current rate. Emergency Support is billed in fifteen (15) minute increments, with a minimum charge of one hundred dollars ($100.00) in the calendar month in which emergency Support is provided.

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4. Submission of Support Cases. Support cases can be submitted to Omnigo Technical Support by the following channels:

Telephone (Best for critical or time sensitive issues)

Phone: 866-421-2374

Community Portal (recommended for all non-critical issues)

Link: https://omnigo.force.com

Email *(best for low priority issues and requests for information)*

Email address: support@omnigo.com

5. Service Commitment: Response Times.

Priority Level	Definition	Response Time	Follow up	Submission Channel
1 - High	Complete loss of productivity or no access to the Software in Production environment	30 minutes	Every 2 hours	Telephone
2 - Medium	Significant impact that affects productivity in Production environment	4 hours	Every 8 hours	Telephone
3 - Normal	No immediate work stoppage; productivity is significantly reduced; time sensitive issue that may affect future productivity in Production environment	1 business day	Every 3 business days	Telephone, Web, Email
4 - Low	Service requests, requests for information, training, or issues pertaining to non-production environments	3 business days	Every 3 business days	Telephone, Web, Email

Omnigo will classify all tickets as Severity 3 (normal) by default and adjust accordingly based on the details provided by Customer about the issue. Ticket classifications are determined by

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Omnigo based upon the availability and usability of Omnigo services to ensure optimal resolution time for all customers. Issues with QA/Testing or Training environments rarely have an impact on Production environments. As such, issues with non-Production environments generally will not be classified as High or Medium Priority Levels.

6. Exclusions and Limitations. The Service Commitments outlined in Section 5 (Service Commitments: Response Times) in this Addendum A do not apply to any unavailability, suspension, or termination of service, or any other performance issue resulting from:

(a) Factors outside of Omnigo's reasonable control, including force majeure events, Internet access issues or failures, or problems beyond the demarcation point of the Omnigo network;

(b) Any actions or inactions of Customer, its Users, or any third party;

(c) Failure of hardware, software, or other technology belonging to Customer, its Users, or any third party (other than third-party hardware within Omnigo's direct control);

(d) Scheduled Maintenance;

(e) Changes or alterations to the Software not specifically authorized or performed by Omnigo; or

(f) Any version of the Software other than the current version of the Software or the immediately prior release of the Software.

Support does not extend to customized software, configuration of hardware, non-Omnigo software, networking services, consulting services, and general computer system maintenance.

7. Warranty. Omnigo warrants to Customer that: the Services shall be performed in a good, workmanlike, professional, and conscientious manner by experienced and qualified employees of Omnigo according to the generally accepted standards of the industry to which the Services pertain. Services will be deemed accepted by Customer if not rejected for non-conformance in a reasonably detailed writing submitted to Omnigo within five (5) days of performance of Services. Upon confirmation of the non-conformance, Omnigo will use commercially reasonable efforts to take the steps necessary to correct the non-conformance at no charge to Customer. This is Customer's sole and exclusive remedy for breach of this warranty.

8. Escalation. Omnigo aims to provide the best customer experience possible. If Customer feels Omnigo Technical Support is not meeting these standards, Customer may escalate concerns to management by emailing supportmanagement@omnigo.com or by calling 866-421-2374 and requesting to speak with the supervisor on duty.

9. Changes to Support. Omnigo may make changes to its Support from time to time. As Customer's sole remedy in the event of a material change, Customer shall have the right to

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terminate this Addendum A and receive a pro-rata refund of any fees paid by Customer for such Support services for the terminated portion of the Term.

10. Changes to this Addendum A. Omnigo may make changes to this Addendum A from time to time but will not reduce the level of Support for which Customer has paid. In the event of any material change to this Addendum A, Omnigo will notify Customer by either sending an email to the email address(es) provided by Customer pursuant to this Addendum A or posting a notice in Customer's administrator account.

11. Additional Services.

(a) Training. Training may be purchased at Omnigo's then-current professional service rates. For onsite training, Customer shall pay Omnigo a per diem rate for trainer's meals and incidentals, including travel days. All other travel expenses, such as airline tickets, car rentals, and hotels, will be invoiced to Customer at the actual incurred expense, all of which shall, at Omnigo's election, be payable by Customer in advance.

(b) Customization. The following items are considered customization of the Solutions and the Software and must be contracted separately, if desired by Customer: (i) custom data imports; (ii) custom data extracts; (iii) custom reporting; and (iv) custom functionality. Omnigo is not responsible for providing additional professional services, including additional implementation services or software customizations, except where Omnigo has agreed in writing to provide such services in a separate written agreement between the parties. Any customizations requested by Customer will be agreed upon through statements of work signed by the parties and will be governed by the Agreement and Omnigo's Custom Developed Services Addendum. Support and availability for professional services and customizations differ from the Support described in this Support Services Addendum. If Customer performs any customization to the Solutions or the Software, or to applications that intend to interact with the Solutions or Software, without engaging Omnigo to perform the work, Omnigo will not guarantee that Customer's modifications will function properly or remain secure, including when Maintenance Releases are applied, nor will Omnigo guarantee that optimal application performance will be met and maintained.

(c) Post-Termination Maintenance. Subject to the terms and conditions of this Addendum A, Customer may purchase ongoing storage of Customer Data by Omnigo by executing the applicable Order Form and paying an annual fee at the then-current rate (the "***Annual Maintenance Fee***"). In consideration of Customer's payment of the applicable Annual Maintenance Fees, if Customer wishes to reactivate the Solutions and the Software, Customer may do so by paying a reactivation fee at the then-current rate, in addition to the Annual Fee then due for the Software. Omnigo reserves the right to refuse to provide ongoing storage of Customer Data, and to destroy any and all Customer Data then-stored, in the event Customer

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fails to pay the applicable Annual Maintenance Fee at any time. Omnigo further reserves the right to refuse reinstatement of reactivation if the period of time elapsed after expiration or termination of the Agreement exceeds twenty-four (24) months.

12. Survival. Those provisions that by their nature should survive termination the Agreement, will survive termination. Without limiting the generality of the foregoing statement, Section 6 (Exclusions and Limitations) and Section 10 (Additional Services) of this Addendum A, will survive any expiration or termination of the Agreement.

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Addendum B

SOFTWARE AS A SERVICE ADDENDUM

This Managed Services Addendum (this "***Addendum B***") is an addendum to the Master Software License and Service Agreement (the "***Agreement***") between Omnigo and Customer (as defined in the Agreement). Capitalized terms used in this Addendum B and not otherwise defined below shall have the meanings given to such terms in the Agreement.

Customer and Omnigo hereby agree to the following:

1. Definitions.

(a) ***"SaaS Services"*** means the online platform or application(s) running the Software licensed to Customer under the Agreement and made accessible to Customer by Omnigo via the internet.

(b) ***"Maintenance"*** means scheduled unavailability of the Services, as announced by Omnigo prior to the Services becoming unavailable and excludes Software updates.

2. Omnigo Onboarding Services. Omnigo will provide Customer with onboarding services as specified in the Order Form. These onboarding services are to assist Customer with configuration and training of the Software. Additional support may be purchased at Omnigo's then-current professional services rate.

3. Service Commitment: Availability. Omnigo will use commercially reasonable efforts to provide Users with the ability to access the SaaS Services and run the Software (***"Availability"***) during 99.95% of each calendar month (***"Availability Percentage"***) in accordance with the following:

(a) Calculation. The Availability Percentage shall be calculated as the product of 100 times a fraction, the numerator of which is the number of hours that SaaS Services are provided by Omnigo in a particular month, and the denominator of which is the total number of hours during the month, less the hours during which SaaS Service is interrupted for any of the following reasons: (i) scheduled Maintenance and service interruptions; (ii) reasons of force majeure, including any unforeseen event beyond the control of Omnigo that prevents Omnigo from performing its obligations under the Agreement; (iii) the inability of Customer to use its personal computers or the slowdown or unavailability of Customer's local area networks or internet connections; (iv) Customer's use of unapproved or modified hardware or software; (v) misuse of the Software by Customer or any User; or (vi) Customer's failure to protect its environment, systems, or personal computers against any intrusions, viruses, or malware.

(b) Maintenance and Service Interruptions. Omnigo reserves the right to discontinue

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SaaS Service with prior advance notice. Maintenance is classified as "***Major***" (greater than one hour), "***Minor***" (less than one hour of disruption), or "***Emergency***" (to prevent complete loss of Service). Notifications for: Minor Maintenance events are sent a minimum of 24 hours in advance; Major Maintenance events are sent a minimum of 72 hours in advance; and Critical Maintenance events are sent 30 minutes in advance. Omnigo will not be responsible for any damages or costs incurred by Customer or any of its Users for Maintenance or when Customer has been notified by Omnigo of SaaS Service interruptions.

4. Customer Invoice Reduction. During each calendar month in which Omnigo fails to achieve the Availability Percentage, the fees due to Omnigo by Customer will be reduced by 1% for each 1% loss in Availability, up to a maximum of a 5% reduction in fees applied to Customer's next invoice and not redeemable in cash. This is Customer's sole and exclusive remedy for SaaS Service interruption.

5. Cloud Hosting Environment. The SaaS Services will be provided from one or more colocations within the United States. The hosting services provided at these colocations include the use and access to a highly maintained environment that is available and accessible twenty-four (24) hours per day, seven (7) days per week except during Maintenance and at other times upon notice to Customer. Omnigo will make available and maintain the servers, routers, and other hardware required to operate the SaaS Services and the Software for Customer's non-exclusive use, in accordance with the terms of the Agreement, while providing the SaaS Services under the terms of this Addendum B. Omnigo retains the right to select service providers of any hardware made available for Customer's use and reserves the right to change the hardware or service providers at any time. Omnigo will provide facilities management services, including communications network support, power, HVAC, asset control, compliance with applicable local, state, provincial, and federal laws, physical security, and emergency power either directly or through the use of service providers. Omnigo shall have the right to immediately deny access, without prior notice, to any workstation found to be inadequately protected or currently infected with any software virus, worm, spyware, or similar malware.

6. Backup and Data Recovery. If for any reason Customer Data becomes corrupt, Omnigo will attempt to restore the data from the most recent backup. To the extent the corruption was not caused by Omnigo applications, systems, or personnel, Customer agrees to pay Omnigo based on Omnigo's then-current time and materials rates for restoration services, in addition to any other fees provided for in this Addendum B. Omnigo will endeavor to meet a recovery time objective ("***RTO***") of twenty-four (24) hours and a recovery point objective ("***RPO***") of fifteen (15) minutes. Customer agrees to verify the accuracy of the restoration within seventy-two (72) hours of notification, and in any case before using the data. Customer also agrees to repeat the entry of any changes lost between the backup and restoration times. Omnigo has implemented

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reasonable procedures for the orderly transfer and support of the SaaS Services and Software to an alternate operations center located in the United States in the event of disaster that in Omnigo's reasonable belief would cause a substantial disruption in the SaaS Services or the Software's continued availability for more than seventy-two (72) hours.

7. Temporary Suspension of SaaS Services. Omnigo may suspend Customer's right to access or use the SaaS Services upon notice to Customer if Omnigo determines: (a) Customer's use of the SaaS Services (i) poses a security risk to the Services or any third party, (ii) may adversely impact the Services or the compute resources upon which the Services are hosted or content of any other customer, (iii) may subject Omnigo, or any third party to liability, or (iv) may be fraudulent; or (b) Customer is in breach of the Agreement or this Addendum. If Omnigo suspends Customer's right to access or use the SaaS Services or any portion thereof, Customer shall remain responsible for all fees and charges incurred through the date of suspension. Omnigo's right to suspend Customer's right to access or use the SaaS Services is in addition to its termination rights set forth in the Agreement. Notwithstanding the foregoing, Omnigo shall use commercially reasonable efforts to: (a) work with Customer to resolve or mitigate the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, provide notice to Customer describing the nature of the damage or degradation; and (c) reinstate Customer's use of or access to the SaaS Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice.

8. Changes to the SaaS Services. Omnigo may make changes to the functionality, user interface, usability of the SaaS Services and related documentation from time to time. In the event of any material change to the functionality, user interface, or usability of the SaaS Services, Customer's sole remedy shall be limited to termination of this Addendum B and receipt of a pro-rata refund of fees paid by Customer for the SaaS Services for the terminated portion of the Term.

9. Changes to this Addendum B. Omnigo may make changes to this Addendum B from time to time but will not reduce the level of SaaS Service for which Customer has paid. In the event of any material change to this Addendum B, Omnigo will notify Customer by either sending an email to the email address(es) provided by Customer pursuant to this Addendum B or posting a notice in Customer's administrator's account.

10. Survival. Those provisions of this Addendum that by their nature should survive termination of the Agreement, will survive termination. Without limiting the generality of the foregoing statement, Section 7 (Temporary Suspension of SaaS Services) of this Addendum B shall survive any expiration or termination of the Agreement.

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Addendum C

HARDWARE ADDENDUM

This Hardware Addendum (this "**Addendum C**") is an addendum to the Master Software License and Service Agreement (the "**Agreement**") between Omnigo and Customer (as defined in the Agreement). Capitalized terms used in this Addendum C and not otherwise defined below shall have the meanings given to such terms in the Agreement. In the event of a conflict between the terms of this Addendum C and the Agreement, the terms of this Addendum C shall control.

Customer and Omnigo hereby agree to the following:

1. Omnigo-Supplied Hardware.

(a) As used herein, "Hardware" refers to all physical hardware, including, but not limited to, kiosks, cameras, printers, pens, and barcode readers that are supplied by Omnigo to Customer for use as part of the Agreement and shall at all times remain the property of Omnigo.

(b) Customer agrees to maintain Hardware in good working condition, allowing for reasonable wear. Customer is solely responsible in the case of theft, damage, or accident while Hardware is in use on any Customer property or in Customer possession. Hardware is intended for indoor use only. Omnigo reserves the right to replace Hardware with equal or greater capabilities at its discretion throughout the Term.

(c) Customer agrees to position and utilize Hardware in a manner that protects the health and safety of patrons, employees, and others coming into contact with it. Customer assumes all liability in the case of injury or death resulting in direct or indirect contact with Hardware.

(d) Customer shall obtain appropriate property insurance coverage for Hardware while it remains in Customer's possession.

(e) Hardware contains no user serviceable components. Tampering or disassembly by Customer is prohibited. In particular, without limiting the foregoing, Customer agrees to refrain from reverse engineering any Hardware or decompiling the integrated software. All Hardware problems shall be reported promptly to Omnigo to facilitate repair or replacement at Omnigo's expense during the Term.

(f) Hardware shall be subject to the applicable warranty offered by the manufacturer. During the manufacturer's warranty period, Omnigo shall be responsible for labor, materials, and other costs associated with required warranty repair of such Hardware. In case of malfunction or operation interruption by a warrantied Hardware component occurring during the applicable warranty period, Customer will return the defective Hardware to Omnigo for repair or replacement, and Omnigo will be responsible for the shipping cost.

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2. Customer-Purchased Hardware. All hardware purchased by Customer from Omnigo for use as part of the Agreement ("Customer-purchased Hardware") shall be the property of Customer. Customer-purchased Hardware is covered by the applicable manufacturer's warranty and is not warranted by Omnigo. Customer is solely responsible for the operation, use, maintenance, and management of, and any obligations and liabilities associated with, Customer-purchased hardware.

3. Resold Software.

a. Third Party Software. An Order may include software resold by Omnigo (where a third party developed and provides the software to Customer) "Resold Software." As used in this Addendum C, "Products" refers to Hardware, Resold Software, and Customer-purchased Hardware.

b. Customer acknowledges that Omnigo is reselling all Resold Software purchased by Customer and that Resold Software is manufactured and/or delivered by a third party.

c. To the extent available, Omnigo shall pass through to Customer the manufacturer's warranties for all Resold Software and agrees to facilitate the manufacturer's return policies. In no event will Omnigo provide return or warranty coverage beyond that provided by the manufacturer.

d. Customer acknowledges that the terms and conditions governing the use of Resold Software shall be solely between Customer and the manufacturer of such Resold Software.

4. Shipment and Risk of Loss. All shipments of Products will be FOB point of shipment. Except as related to Hardware, insurance coverage, freight charges, transportation costs, and all other expenses applicable to shipment to Customer's identified point of delivery will be the responsibility of Customer. Risk of loss will pass to Customer upon delivery of the Hardware or Customer-purchased Hardware to the common carrier (regardless of who pays such common carrier) or Customer's representative and the point of shipment.

5. Warranty Disclaimer. Customer will not use the Products for use in life support, life sustaining, nuclear or other applications in which failure of such Products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. Customer agrees that Omnigo is not liable for any claim or damage arising from such use. EXCEPT AS OTHERWISE PROVIDED IN THIS ADDENDUM C, OMNIGO MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE PRODUCTS. OMNIGO DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

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6. Limitation of Liability. OMNIGO WILL NOT, IN ANY EVENT, BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING HEREUNDER (INCLUDING LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCTS, OR IN ANY CONNECTED TO THIS ADDENDUM OR THE AGREEMENT, EVEN IF OMNIGO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABIILTY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.

7. Survival. Those provisions of this Addendum that by their nature should survive termination of the Agreement, will survive termination. Without limiting the generality of the foregoing statement, Section 3 (Resold Software), Section 4 (Shipment and Risk of Loss), Section 5 (Warranty Disclaimer), and Section 6 (Limitation of Liability) of this Addendum C shall survive any expiration or termination of the Agreement.

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Addendum D

CUSTOM DEVELOPED SERVICES ADDENDUM

This Custom Developed Services Addendum (this "***Addendum D***") is an addendum to the Master Software License and Service Agreement (the "***Agreement***") between Omnigo and Customer (as defined in the Agreement). Capitalized terms used in this Addendum D and not otherwise defined below shall have the meanings given to such terms in the Agreement.

Customer and Omnigo may agree to Custom Developed Services using a Statement of Work, Addenda, or other document describing additional Solutions. Any such document is deemed part of this Agreement and subject to the terms contained herein.

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Addendum E

Sworn Agencies Addendum

1. This Sworn Agencies Addendum ("Addendum E") is an addendum to the Master Software License and Service Agreement (the "Agreement") between Omnigo and Customers (as defined in the Agreement) that are Sworn Agencies. Capitalized terms used in this Addendum E and not otherwise defined below shall have the meanings given to such terms in the Agreement. In entering into the Agreement, the Customer is contracting Omnigo to host and manage its RMS, Dispatch system, and/or Evidence Management system as may be specified in the Order Form.
2. Omnigo maintains a hosting environment within Microsoft's Azure Government Cloud (this environment has been licensed through an Enterprise Level Enrollment Agreement (ELEA) with enrollment number: 70756386) and AWS GovCloud.
3. Customer's system will be hosted in either environment described in Paragraph 2 and may be further specified in the Order Form.
4. All employees of Omnigo with the potential to interact with the Customer's environment or data have received CJIS Level 4 Security and Awareness training.
5. All data within the Omnigo's hosting environment physically resides within Virginia and Texas if hosted in Microsoft Azure Government and/or Virginia or California if hosted in AWS GovCloud.
6. Omnigo Software is CJIS Security Policy and FIPS140-2 compliant. A list of relevant certificates will be provided to Customer upon request and a full overview of security information pertaining to Omnigo Software Support can be found in the Omnigo Software CJIS Security Plan.