



## **LICENSE AND SERVICES AGREEMENT**

This License and Services Agreement ("**Agreement**") is entered into and effective as of (Will need to determine a date), 2024 ("**Effective Date**") by and between SWORN, Inc. d/b/a SWORN.ai ("**SWORN**"), a Delaware corporation located at 412 W. River's Edge Dr. Provo UT 84604 ("**Licensor**") and City of North Port, Florida on behalf of the North Port Police Department, a Municipal Government organization having its principal place of business at 4970 City Hall Blvd., North Port FL, 34286 ("**Customer**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. Definitions.**

"**Additional Services**" means the service(s) named and described in an Order Form for the purchase of such Additional Service.

"**Customer Data**" means all electronic data or information submitted by Customer to the Service.

"**Order Form**" means the ordering documents representing the initial purchase of the Service, Additional Services, and any subsequent purchases agreed to between the parties in writing from time to time, that are executed hereunder and deemed incorporated into Exhibit A from time to time and that specify, among other things details of the services ordered and the applicable fees.

"**Service**" means the online, web-based sworn.ai service, including associated offline components, and the Software provided by Licensor via designated websites.

"**Software**" means the online web-based sworn.ai software service.

"**User Guide**" means the online user guide for the Software, updated from time to time.

"**Users**" means Customer's employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer (or by Licensor at Customer's request).

### **2. Service.**

**2.1 Provision of Service.** Licensor shall make the Service available to Customer pursuant to the terms and conditions set forth in this Agreement and any and all Order Forms executed hereunder from time to time. If there is any conflict between the terms set forth on an Order Form and this Agreement, the terms of the Order Form shall prevail. During the term of this Agreement,

(i) the Service shall perform materially in accordance with the User Guide. Customer agrees that its purchase of subscriptions is not contingent upon the delivery of any future functionality or features nor is it dependent upon any oral or written public comments or other representations made by Licensor with respect to future functionality or features except as expressly set forth herein.

### **3. Use of the Service.**

**3.1 Licensor Responsibilities.** Licensor shall: (i) in addition to its confidentiality obligations under Section 6, not use, edit or disclose to any party other than Customer the Customer Data; (ii) use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data; (iii) provide telephone and online support to Customer's Users; and (iv) use commercially reasonable efforts to make the Service generally available 24 hours a day, 7 days a week, as outlined in the Service Level Agreement in Exhibit B except for: (a) planned downtime; or (b) downtime caused by circumstances beyond Licensor's reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems not involving Licensor employees, computer or telecommunications failures or delays involving hardware or software not within Licensor's possession or reasonable control, and network intrusions or denial of service attacks, but only to the extent unavailability results notwithstanding the exercise by Licensor of reasonable care and due diligence to avoid or mitigate the same in anticipation of or in response to such causes.

**3.2 Customer Responsibilities.** Customer is responsible for all activities that occur under Customer's User accounts. Customer shall: (i) pay for the Services and all other amounts owing hereunder; (ii) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (iii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Licensor promptly of any such unauthorized use; and (iv) comply with all applicable local, state, federal, and foreign laws in using the Service and, if using the Service outside of the United States, not use the Service in a manner that would violate any federal or state laws of the United States if conducted therein.

**3.3 Use Guidelines.** Customer shall use the Service solely for its internal business purposes as contemplated by this Agreement and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iv) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

**4. Additional Services.** Customer may purchase, and Licensor shall provide, Additional Services pursuant to the terms executed Order Forms hereunder. Pursuant to the terms of an executed Order Form as provided in this Agreement, the form of which is attached hereto as *Exhibit A*.

## 5. Fees & Payment.

**5.1 User Fees.** Customer shall pay all fees specified in all executed Order Forms hereunder. Fees are subject to increase each year.

**5.2 Invoicing & Payment.** Fees for the Service will be invoiced and paid by Customer in advance in accordance with the terms set forth in the relevant Order Form. Unless otherwise stated in the Order Form, fees are due within 30 days from the invoice date (the "Due Date"). Unless otherwise stated in the Order Form, all payments made under this Agreement shall be in United States dollars.

**5.3 Overdue Payments.** Any payment not received from Customer by the Due Date may accrue, at Licensor's discretion, interest at the rate of 18 percent (18%) per annum of the outstanding balance from the date such payment was due until the date paid. The prevailing party in any action to collect fees owing under this Agreement shall be entitled to its attorney's fees and costs incurred in such action.

**5.4 Suspension of Service.** If Customer's account is 30 days or more overdue, in addition to any of its other rights or remedies, Licensor reserves the right to suspend and/or terminate the Service provided to Customer, without liability to Customer, provided, however, that Customer has received written notice of Licensor's intention to suspend Service at least 30 days in advance of any suspension date.

**5.5 Taxes.** Unless otherwise stated, Licensor's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Licensor's income. If Licensor has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority.

**5.6 Billing and Contact Information.** Customer shall maintain complete and accurate billing and contact information on the Service at all times.

## 6. Proprietary Rights.

**6.1 Reservation of Rights.** Customer acknowledges that in providing the Service, Licensor utilizes (i) the SWORN name, the SWORN logo, the sworn.ai domain, the product and service names associated with the Service, and other trademarks and service marks; (ii) certain audio and visual information, documents, software and other works of authorship; and (iii) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information (collectively, "**Licensor Technology**") and that the Licensor Technology is covered by intellectual property rights owned or licensed by Licensor (collectively, "**Licensor IP Rights**"). Other than as expressly set forth in this Agreement, no license or other rights in or to the Licensor Technology or Licensor IP Rights are granted to Customer, and all such licenses and rights are

hereby expressly reserved. Licensor shall be the sole and exclusive owner of all rights, title and interest in materials developed or provided in connection with Services and Additional Services.

**6.2 License Grant.** Licensor grants Customer and its Users a non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicenseable right to access and use the Service in accordance with the terms of this Agreement.

**6.3 Restrictions.** Customer shall not (i) modify, copy or create derivative works based on the Service or Licensor Technology; (ii) create Internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) disassemble, reverse engineer, or decompile the Service or Licensor Technology or (iv) take any other action or engage in any other conduct or behavior which interferes with Licensor's rights as set forth herein in order to (A) build a competitive product or service, (B) build a product or service using similar ideas, features, functions or graphics of the Service, (C) copy any ideas, features, functions or graphics of the Service or (D) improperly or illegally misappropriate the Service, the Licensor Technology, Licensor IP Rights or any rights of Licensor associated therewith.

**6.4 Customer Data.** As between Licensor and Customer, all Customer Data is owned exclusively by Customer. Customer Data shall be considered Confidential Information subject to the terms of this Agreement. Licensor may access Customer's User accounts, including Customer Data, solely to provide services and respond to service or technical problems or at Customer's request.

**6.5 Suggestions.** Licensor shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the operation of the Service.

## **7. Confidentiality.**

**7.1 Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Customer Data, the Service, the Licensor Technology, the Licensor IP Rights, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information (except for Customer Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

**7.2 Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

**7.3 Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

**7.4 Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

**7.5 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

## **8. Warranties, Disclaimers and Indemnity.**

**8.1 Warranties.** Each party represents and warrants that it has the legal power to enter into this Agreement. Licensor represents and warrants that (i) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; and (ii) it owns or otherwise has sufficient rights to the Service and the Licensor Technology to grant the licenses granted herein.

**8.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, LICENSOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**8.3 Indemnity.** Customer hereby agrees to release, defend, indemnify and hold the Licensor harmless from and against any and all loss, cost, damage or expense of every kind and nature (including, without limitation, fines, penalties, remedial obligations, court costs and expenses and reasonable attorneys' fees, including attorneys' fees incurred in the enforcement of this indemnity provision arising out of bodily injury (including sickness to or death of persons and losses therefrom to relatives or dependents) to the Licensor, or loss or destruction of property or interests in property of the Licensor, in any manner caused by, directly or indirectly resulting from, incident to, connected with, or arising out of the performance of the Service, WHETHER OR NOT RESULTING IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE, OR STRICT LIABILITY OF THE LICENSOR.

## **9. Limitation of Liability.**

**9.1 Limitation of Liability.** IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SERVICE OR ADDITIONAL SERVICES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER PURSUANT TO THE ORDER FORM(S) GIVING RISE TO LIABILITY,

EXCEPT WITH RESPECT TO THE EXTENT THE DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OF LICENSOR OR ITS AGENTS.

**9.2 Exclusion of Consequential and Related Damages.** EXCEPT IN THE EVENT OF BREACH OF SECTIONS 3.3 AND 6.3, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**9.3 Limitation of Action.** Except for actions for non-payment or breach of either party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by either party more than two (2) years after the cause of action has accrued.

## **10. Term & Termination.**

**10.1 Term of Agreement.** This Agreement commences on the Effective Date and is non-cancelable, and unless earlier terminated as set forth in Section 10.3 below, continues for an initial term of six months as specified in the Order Form. The term applicable to the Service shall be the term of this Agreement. The term applicable to Additional Services shall be the term, if any, specified in the Order Form for the Additional Services.

### **10.2 Term of User Subscriptions.**

**10.3 Termination for Cause.** Either party may terminate this Agreement for cause: (i) upon 30 days written notice of a material breach to the other party 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.

**10.4 Outstanding Fees.** Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Licensor prior to the effective date of termination. Upon any termination of this Agreement by Licensor due to Customer's uncured breach, in addition to any other remedies Licensor may have for such breach at law or in equity, Customer shall pay Licensor for all fees that accrued prior to the termination date.

**10.5 Surviving Provisions.** The following provisions shall survive any termination or expiration of this Agreement: Sections 1, 5, 6 (excluding Section 6.2), 7, 8, 9, 10 and 11.

## **11. General Provisions.**

**11.1 Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

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

**11.3 Notices.** All notices under this Agreement which either party gives to the other party shall be in writing and shall be given by personal service, registered or certified mail, return receipt requested, hand

delivery courier, or nationally recognized carrier which tracks receipt, to the other party at its address set forth above or such other address for notices as may be provided by such party in writing. Notices shall be deemed delivered upon receipt.

**11.4 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**11.5 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.

**11.6 Assignment.** In the event of a merger, acquisition or similar corporate reorganization, sale or substantially all of its assets or other similar restructure, Licensor may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Customer may not assign any rights hereunder without the consent of Licensor except that Customer may assign this Agreement together with all rights and obligations hereunder, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**11.7 Governing Law.** This Agreement shall be governed exclusively by the internal laws of the state of Delaware without regard to its conflicts of laws rules.

**11.8 Export Control Laws.** Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.

**11.9 Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms executed hereunder, 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 the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict between the provisions in this Agreement and any exhibit or addendum hereto, or Order Form executed hereunder, the terms of such exhibit, addendum or Order Form shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**11.10 Counterparts.** This Agreement may be executed in counterparts, which taken together shall form one legal instrument.

**11.11 EULA.** Customer agrees to be bound by the End User License Agreement (EULA) attached hereto as Exhibit C. In the event of any conflict between the EULA and this Agreement, this Agreement shall govern.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

**SWORN, INC.**

By: 

Print Name:

GENE R. KOHUT

Title:

COO/GENERAL COUNSEL

Date:

1/9/25

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2025.

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
MICHAEL GOLEN, CPM  
INTERIM CITY ATTORNEY



**EXHIBIT A**  
**Order Form**

This Order Form is by and between SWORN, INC., a Delaware corporation having its principal place of business at 412 W. River's Edge Dr. Provo UT 84604 ("**Licensor**") and The City of North Port, Florida on behalf of The North Port Police Department, a municipal government organization having its principal place of business at 4970 City Hall Blvd., North Port FL 34286 ("**Customer**") and is deemed to be incorporated into that certain License and Services Agreement dated as of Date to be Determined), by and between Customer and Licensor (the "Master Agreement"). Any terms used herein but not defined will have the meaning ascribed to such term in the Master Agreement.

The Subscription is effective on the date of the last date on the signature block below (the "Effective Date").

**1. Service:**

- 1.1. Access to SWORN as per the Service Level Agreement on Exhibit B and End User License Agreement (EULA) on Exhibit C, for 20 users as determined by the customer, to the SWORN software for a six month term.

**2. Fees:**

- 2.1. \$0.00 per user billed annually (No Cost Pilot Program)

**3. Customer Responsibilities During Pilot**

- 3.1. Within 10 business days of the Effective Date of this Agreement, Licensor will make the Department Data listed on Schedule A available to SWORN for use during the Pilot Program. Licensor will make its analysts, IT professionals, vendors and/or others with knowledge of department data and systems available to assist Vendor in establishing automatic feeds to such data from such systems during the Pilot Program.
- 3.2. Customer will communicate the availability of SWORN through the Pilot Program to its employees thorough channels including and not limited to notifications, roll-call trainings, and/or the department intranet.
- 3.3. Customer will schedule and make users available for an onboarding and training system within 10 business days of providing the Data feeds.
- 3.4. Customer will make users available to provide feedback on their use of the system periodically, schedule for after 30, 60, 120 and 180 days of use.
- 3.5. Customer will review and consider a report at the end of the Pilot which documents items such as use of the system, user experience and user outcomes/benefits along with department outcomes/benefits from use of SWORN.

IN WITNESS WHEREOF, each of the parties has caused this Order Form to be executed on its behalf by its duly authorized representatives and agrees that an electronic signature of a duly authorized representative constitutes a valid signature for such party.

SWORN, INC.

By: 

Name: Gene B. Kohut

Title: COO/ GENERAL COUNSEL

Date: 1/9/25

Approved by the City Commission of the City of North Port, Florida on \_\_\_\_\_, 2025.

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
MICHAEL GOLEN, CPM  
INTERIM CITY ATTORNEY

**EXHIBIT B**  
**SERVICE LEVEL AGREEMENT**

Licensor will use commercially reasonable efforts to make the Service available with a monthly uptime percentage of at least 99% across the subscription period (the “Availability Percentage”). “Availability” shall not include time that the Service is not accessible due to: (a) Scheduled Maintenance; (b) Force Majeure Events; (c) misuse of the Service by Customer or its Users; or (d) problems outside of the Licensor’s hosting environment, including problems with the network, systems, equipment, hardware, software or communications of Customer or its Users. In the event of an unscheduled outage or other unplanned Service issue that materially impacts the Customer’s ability to use the full functionality of the Service, Licensor will take all commercially reasonable steps to restore proper Service as soon as possible.

Licensor shall provide Customer with advance notice of the timing of Scheduled Maintenance and will work with Customer to establish Scheduled Maintenance at times that are commercially reasonable for the nature and type of Service being provided. To the extent commercially reasonable, Licensor shall attempt to perform Scheduled Maintenance during historically low use hours based on average use by its clients. Licensor may conduct emergency maintenance on an “as needed” basis.

Licensor will engage with the Customer in the use of the Service as follows:

- Provision of training materials and web-based training seminars
- Technical assistance to support the resolution of user-specific performance issues. Such assistance shall be available during normal business hours, 9 am to 5 pm ET, Monday through Friday
- Communication of the timing and impact of upcoming software release upgrades
- Collecting and collating Customer feedback for consideration in future software releases

In the event that the Availability Percentage falls below 99% in any calendar month, Customer shall receive from Licensor a service credit equal (in percentage) to the service credit Licensor receives from Licensor’s third-party Suppliers for such availability failures. Such percentage credit shall then be applied against the Service Fee paid by Customer to Licensor to determine the Service Credit owing to Company. To receive the service credit, Customer must submit a claim to Licensor that includes the dates and times of each outage incident along with any logs or other documentation that evidence the outage or corroborate the claim. Such claim must be submitted within sixty (60) calendar days of the end of the month in which any such outage occurs. Service credits will be applied against future fees owing to Licensor, provided, however, that if the Service Credit occurs at the end of the term of the Agreement or if any applicable Service Fee has been previously paid in full, the Service Credit shall be refunded to Customer with thirty (30) days of the approved claim.

Notwithstanding anything contained in this Attachment or the Agreement to the contrary, should the Availability Percentage fall below 99% more than three (3) times during the term of the pilot, Customer may terminate this Agreement for cause upon notice to Licensor.

## EXHIBIT C

### End User License Agreement

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE.

BY CLICKING ON THE "ACCEPT" BUTTON, DOWNLOADING THE PRODUCT, OR USING THE EQUIPMENT THAT CONTAINS THIS PRODUCT, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON AND THE INSTALLATION PROCESS WILL NOT CONTINUE, RETURN THE PRODUCT TO THE PLACE OF PURCHASE FOR A FULL REFUND, OR DO NOT DOWNLOAD THE PRODUCT.

Single User License Grant: SWORN.AI ("COMPANY") and its suppliers grant to Customer ("Customer") a nonexclusive and nontransferable license to use the COMPANY software and products ("Software") on a single central processing unit owned or leased by Customer or otherwise embedded in equipment provided by COMPANY.

Multiple-Users License Grant: COMPANY and its suppliers grant to Customer ("Customer") a nonexclusive and nontransferable license to use the COMPANY software ("Software"): (i) installed in a single location on a hard disk or other storage device of up to the number of computers owned or leased by Customer for which Customer has paid a license fee ("Permitted Number of Computers"); or (ii) provided the Software is configured for network use, installed on a single file server for use on a single local area network for either (but not both) of the following purposes: (a) permanent installation onto a hard disk or other storage device of up to the Permitted Number of Computers; or (b) use of the Software over such network, provided the number of computers connected to the server does not exceed the Permitted Number of Computers. Customer may only use the programs contained in the Software (i) for which Customer has paid a license fee (or in the case of an evaluation copy, those programs Customer is authorized to evaluate) and (ii) for which Customer has received a product authorization number. Customer grants to COMPANY or its independent accountants the right to examine its books, records and accounts during Customer's normal business hours to verify compliance with the above provisions. In the event such audit discloses that the Permitted Number of Computers is exceeded, Customer shall promptly pay to COMPANY the appropriate licensee fee for the additional computers or users. At COMPANY's option, COMPANY may

EXCEPT AS EXPRESSLY AUTHORIZED ABOVE, CUSTOMER SHALL NOT: COPY, IN WHOLE OR IN PART, SOFTWARE OR DOCUMENTATION; MODIFY THE SOFTWARE; REVERSE COMPILE OR REVERSE ASSEMBLE ALL OR ANY PORTION OF THE SOFTWARE; OR RENT, LEASE, DISTRIBUTE, SELL, OR CREATE DERIVATIVE WORKS OF THE SOFTWARE.

Customer agrees that aspects of the licensed materials, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of COMPANY. Customer agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of COMPANY. Customer agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. Title to Software and documentation shall remain solely with COMPANY.

This warranty does not apply if the software (a) has been altered, except by COMPANY, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by COMPANY, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or (d) is used in ultra-hazardous activities.

The above warranty DOES NOT apply to any beta software, any software made available for testing or demonstration purposes, any temporary software modules or any software for which COMPANY does not receive a license fee. All such software products are provided AS IS without any warranty whatsoever.

This License is effective until terminated. Customer may terminate this License at any time by destroying all copies of Software including any documentation.

Software identified as "Not For Resale" or "NFR," may not be sold or otherwise transferred for value, or used for any purpose other than demonstration, test or evaluation.

COMPANY warrants that the Software will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt. If an implied warranty or condition is created by your state /jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY

terminate this license for failure to pay the required license fee.

Customer may make one (1) archival copy of the Software provided Customer affixes to such copy all copyright, confidentiality, and proprietary notices that appear on the original.

This EULA applies to updates, supplements, add-on components, or Internet-based services components, of the Software that COMPANY may provide to you or make available to you after the date you obtain your initial copy of the Software, unless we provide other terms along with the update, supplement, add-on component, or Internet-based services component. COMPANY reserves the right to discontinue any Internet-based services provided to you or made available to you through the use of the Software.

**DISCLAIMER OF WARRANTIES.** The Limited Warranty that appears above is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, COMPANY and its suppliers provide the Software and support services (if any) AS IS AND WITH ALL FAULTS, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Software, and the provision of or failure to provide support or other services, information, software, and related content through the Software or otherwise arising out of the use of the Software. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE.

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