

Terms of Use & Service

Your use of any software applications ("Applications"), access to information contained on the Callyo website (the "Website"), or other use of any other the services or materials (the "Services") provided by Callyo 2009 Corp. and its subsidiaries and affiliates (collectively "Callyo," "we," "us," or words having a similar meaning) is governed by these Terms of Use & Service ("Terms"). If You have agreed to or are otherwise bound by a License and Service Agreement with Callyo, then that License and Service Agreement shall take precedence over these Terms.

You agree to these Terms by using the Website, Applications, or Services, and You understand and agree that Callyo will treat Your use of the Website, Applications, or Services as acceptance of these Terms from that point onwards.

These Terms will remain in effect throughout Your use of the Website, Applications, and Services. These Terms may be amended in Callyo's sole and absolute discretion from time to time. The most current version of these Terms will be posted on the Website and Applications and You accept these Terms by using the Website, Applications, or Services. **Please check the Website and Applications regularly to view our then-current Terms of Use & Service.**

These Terms are legally binding should You choose to proceed with use of the Website, Applications, or Services.

1. Restrictions On Use

A. Restrictions. Except as otherwise provided herein, You shall not Yourself, or permit or assist any person to:

- i. copy, sell, transfer, sublicense, publish, or otherwise distribute or dispose of the Website, Applications, or Services, in whole or in part;
- ii. allow any unauthorized third party to access the Website, Applications, or Services for any purpose whatsoever;

iii. modify, decode, reverse-engineer, decompile, or disassemble the Website, Applications, or Services, in whole or in part; nor

iv. act as a "service bureau" of the Website, Applications, or Services to third parties.

B. Ownership by Callyo. Callyo retains exclusive title to and ownership of the Website, Applications, and Services, and all Intellectual Property Rights created in the course of or otherwise arising out of the provision of the Services, including but not limited to Intellectual Property Rights in the Website and in the Applications made available to You any source code used to provide the Website, Applications, or Services and the processes employed by Callyo in relation to the Services, and any customizations, modifications and derivative works thereof. No implied rights are granted to You by these Terms, and all such rights shall vest in and be owned absolutely by Callyo on creation.

C. Intellectual Property Rights. In these Terms, "Intellectual Property Rights" means rights in patents (including utility models), designs (whether or not capable of registration), semiconductor topography rights, copyright, moral rights, database rights, trademarks, trade and business names, rights to sue for passing off, rights in the nature of unfair competition rights, trade secret, confidentiality and other proprietary rights including rights to know-how and other technical information and applications to register any of the foregoing and all rights in the nature of any of the foregoing anywhere in the world. You may not remove, obscure, or alter any notices of any Callyo trademark, service mark or other Intellectual Property Rights appearing on or contained within the Website, Applications, or Services.

D. Termination and Suspension. Callyo may immediately terminate or suspend Your right to use the Website, Applications, or Services at any time without notice if you fail to comply with any provision of these Terms.

2. Your Obligations

A. Callyo Policies. You shall abide by the terms of Callyo's Acceptable Use Policy and Privacy Policy posted on the Website, as updated from time to time. You agree to periodically access the Acceptable Use Policy and Privacy Policy to ensure Your ongoing compliance with them.

B. Emergency Services. You shall not use any Applications to access any 911 or similar emergency services. The Applications are not intended to replace any primary phone service, and may not be used to contact emergency services.

C. Credentials. You are the only person authorized to use your user ID and password, and You shall not permit or allow other persons to have access to or use that user ID and password. If Your password is compromised, You shall change Your password and notify Callyo immediately.

D. Compliance With Law. You acknowledge that Callyo undertakes no responsibility for determining (i) whether Your use of the Website, Applications, or Services complies with or violates any applicable law; or (ii) whether using the Services will provide evidence that is admissible in criminal or civil court proceedings, and in each case disclaims any such liability. WITHOUT LIMITATION TO ANY OTHER PROVISION OF THESE TERMS, YOU ASSUME FULL AND EXCLUSIVE RESPONSIBILITY FOR, AND CALLYO SHALL HAVE NO LIABILITY FOR, MAKING SUCH A DETERMINATION, AND FOR ANY CONSEQUENCES IF YOUR USE OF THE WEBSITE, APPLICATIONS, OR SERVICES IS FOUND TO VIOLATE ANY APPLICABLE LAW.

E. Release of Callyo. You release Callyo and its successors, parent companies, subsidiary companies, affiliates, and assigns, and its and their past, present, and future officers, directors, shareholders, agents, employees, representatives, assigns, and successors in interest (collectively, "Representatives") from any and all past, present or future claims of any nature whatsoever, known or unknown, including (but not limited to) claims for loss or damage to property or personal injuries, including death, to the fullest extent allowed by applicable law.



3. Confidentiality

A. Non-Disclosure of Confidential Information. PUBLICLY DISCLOSING THE EXISTENCE, DESCRIPTION, FUNCTIONS, OPERATIONS, CAPABILITIES, OR USE OF THE WEBSITE, APPLICATIONS, OR SERVICES ("CONFIDENTIAL INFORMATION") COULD COMPROMISE THE EFFECTIVENESS OF THE TECHNOLOGY AND MAY ALLOW INDIVIDUALS WHO ARE THE SUBJECTS OF INVESTIGATIONS TO EMPLOY COUNTERMEASURES TO THIS TECHNOLOGY. SUCH DISCLOSURE COULD COMPROMISE CRIMINAL AND PUBLIC SECURITY INVESTIGATIONS AND COULD ENDANGER THE LIVES AND PHYSICAL SAFETY OF LAW ENFORCEMENT OFFICERS, CALLYO PERSONNEL, AND OTHER THIRD PARTIES, HAMPERING LAW ENFORCEMENT'S AND OTHER USERS' ABILITY TO PROTECT THE PUBLIC FROM CRIMINAL ACTIVITY AND OTHER THREATS. To ensure that the Website, Applications, and Services and similar technology continue to be available to law enforcement and other users, and to protect Callyo's rights, You shall not disclose Confidential Information to any

third party, or allow Confidential Information to be disclosed to any third party, without Callyo's prior written consent, to be given in Callyo's sole and absolute discretion. Without limitation, the foregoing does not allow Confidential Information to be disclosed in press releases, interviews, court documents or legal filings, judicial or administrative proceedings (including, without limitation, in pre-trial matters, in search warrants and related affidavits, in grand jury proceedings, or in any phase of a criminal or civil trial or appeal), or during public forums or other proceedings. In no event, unless compelled by a court, shall You allow the defense in a criminal proceeding to see the Callyo name or mark. The foregoing does not prevent the disclosure and use of evidentiary results obtained through use of the Website, Applications, or Services, provided no Confidential Information is disclosed (such as, without limitation, the means by which the evidentiary results were obtained).

B. Prevention Of Disclosure. If (1) You learn that any District Attorney, prosecutor, court or other judicial or administrative tribunal, or other person, entity, or governmental body is considering using or intends to use or provide any Confidential Information in any case or legal or administrative proceeding, (2) if there is any discovery request, motion or other request made or filed in any case or legal or administrative proceeding for use or disclosure of any Confidential Information, (3) any request is made pursuant to the Freedom of Information Act (5 U.S.C. § 552), any public records or open records law or an equivalent law for disclosure of Confidential Information, or (4) IF ANY COURT OR OTHER JUDICIAL OR ADMINISTRATIVE TRIBUNAL ORDERS THE DISCLOSURE OF ANY CONFIDENTIAL INFORMATION, THEN YOU WILL IMMEDIATELY INFORM CALLYO, AND COOPERATE IN ANY EFFORT BY CALLYO TO INTERVENE AND PREVENT SUCH USE OR DISCLOSURE. At Callyo's request, in Callyo's sole and absolute discretion, You will take all reasonable actions to seek or cause dismissal of the case or legal or administrative proceeding in which such use or disclosure is contemplated, sought, or ordered.



4. Representations, Warranties, and Disclaimers

A. Your Representations and Warranties. You represent and warrant that Your use of the Website, Services, or Applications shall not:

- i. infringe any Intellectual Property Rights of any third party;
- ii. constitute defamation, invasion of privacy, or unlawful publicity, or otherwise violate any rights of any third party;
- iii. violate any civil, criminal, or other application law, or be used in any illegal activity or to promote illegal activities; or

iv. contain a virus, trojan horse, worm or other disruptive or harmful software or data.

B. DISCLAIMER. YOU AGREE AND ACKNOWLEDGE THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE WEBSITE, APPLICATIONS AND SERVICES ARE PROVIDED "AS IS" TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU AND CALLYO AGREE THAT CALLYO MAKE NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY WITH RESPECT TO THE FOLLOWING, EACH OF WHICH CALLYO EXPRESSLY DISCLAIMS:

i. ACCURACY, RELIABILITY, QUALITY OR CONTENT OF THE WEBSITE, APPLICATIONS OR SERVICES OR ANY CONTENT LINKED THERETO;

ii. FREEDOM AND SECURITY FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION;

iii. TITLE AND NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS;

iv. THE AVAILABILITY OF THE WEBSITE, APPLICATIONS AND SERVICES AND ACCESS TO THE WEBSITE, APPLICATIONS AND SERVICES AT ANY TIME OR FROM ANY LOCATION;

v. THAT YOUR USE OF THE WEBSITE, APPLICATIONS OR SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS, LAWS OR REGULATIONS;

vi. THE TRANSFER, COLLECTION OR STORAGE OF DATA; OR

vii. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CALLYO DISCLAIMS ANY LIABILITY FOR THE FOREGOING. IF ANY OF THE EXCLUSIONS OF IMPLIED WARRANTIES ARE NOT PERMITTED BY LAW, ANY SURVIVING IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF ACCESS TO THE WEBSITE, APPLICATIONS OR SERVICES, WHICHEVER IS SOONER.

5. Suspension by Callyo

A. Suspension by Callyo. Callyo may suspend Your use of the Website, Applications, and/or Services if:

- i. You breach any material provision of these Terms and do not remedy such breach remains within ten (10) days following written notice from Callyo to do so;
- ii. You breach any term of the Acceptable Use Policy, the Privacy Policy, or Callyo has a good-faith reason to believe You are breaching any term of the Acceptable Use Policy;
- iii. there is an unusual spike or increase in Your use of the Website, Applications, or Services for which there is reason to believe such traffic or use is fraudulent or negatively impacting the operating capability of the Website, Applications, or Services; or
- iv. Callyo determines, in its sole and absolute discretion, that provision of any Applications or Services to You is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason.

6. Limitation of Liability and Indemnification

A. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF CALLYO AND ITS REPRESENTATIVES FOR ALL CLAIMS ARISING FROM OR RELATING TO YOUR USE OF THE WEBSITE, APPLICATIONS OR SERVICES SHALL BE LIMITED TO ~~\$250~~. SUBJECT TO APPLICABLE LAW, CALLYO AND ITS REPRESENTATIVES ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS, DESTRUCTION, CORRUPTION OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET CALLYO ACCEPTABLE USE REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF CALLYO AND ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE TERMS SET FORTH THE ENTIRE LIABILITY OF CALLYO AND ITS REPRESENTATIVES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE WEBSITE, APPLICATIONS, AND SERVICES AND THEIR USE.

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~~B. Indemnification. To the extent permitted by law, You shall indemnify, defend, and hold Callyo and its Representatives harmless from any and all claims, liability, expenses, fines and penalties, including reasonable attorneys' fees and costs, arising out of any claim that the Website, Applications or Services infringe any applicable law, or with respect to any breach of these Terms or Your use of the Website, Applications, or Services (collectively referred to as "Claims"). You shall reasonably cooperate as requested by Callyo in the~~

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defense of any Claims. Callyo reserves the right, in its sole and absolute discretion and at its own expense, to assume the exclusive defense and control of any Claims. You waive any sovereign, governmental, or similar immunity with respect to the foregoing indemnification obligation, and any other obligation set forth in these Terms.

7. Governing Law and Arbitration

A. Governing Law. These Terms shall be construed in accordance with, and governed by, the laws of the State of ~~New York~~ newmexico, without regard to the application of conflicts of law principles.



~~B. Arbitration. You and Callyo agree that any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by arbitration conducted in the English language, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as may be required by law, neither You nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both You and Callyo. Either You or Callyo may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. You and Callyo also may, without waiving any remedy under these Terms, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). Any litigation involving You and Callyo shall be conducted under seal, and any court filings shall be filed under seal. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.~~

C. Attorney Fees. Should any arbitration or other legal action be brought by either You or Callyo arising out of or relating to these Terms or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the arbitrator, court, or tribunal of competent jurisdiction.

8. Miscellaneous Provisions

A. Rights of Third Parties. These terms shall not create any rights or benefits which are enforceable by anyone other than You and Callyo.

B. Relationship. The relationship of Callyo to You is that of an independent contractor. Neither party shall have the right to bind each other to any obligation to third parties.

C. Severability. Should any provision(s) of these Terms be deemed unenforceable by a court, arbitrator, or other tribunal of competent jurisdiction, it shall be deemed deleted to the minimum extent necessary in the relevant jurisdiction (which can include deleting only part of the relevant provision) and the remaining provisions of these Terms shall remain in force and enforced to carry out the intentions of the parties as set forth herein.

D. Waiver. Neither the failure nor any delay on the part of You or Callyo to exercise any right, remedy, power or privilege under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude other or further exercise of the same or any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be binding unless executed in writing by the party making the waiver.

E. Survival. Sections 3 (Confidentiality), 4 (Representations, Warranties, and Disclaimers), 5 (Limitation of Liability and Indemnification), 6 (Arbitration of Disputes), and 7 (Miscellaneous Provisions) of these Terms shall survive the expiration or earlier termination of these Terms indefinitely.

F. Precedence. Should there be any conflict or inconsistency between the terms of these Terms and Callyo's Acceptable Use Policy or Callyo's Privacy Policy, these Terms shall prevail unless expressly stated otherwise.

G. Headings. The headings contained in these Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms.

License & Services Agreement

This is an agreement between you and any entity, organization, or governmental entity you are authorized to bind (hereinafter collectively referred to as "Licensee," "You," or words of similar import) and Callyo 2009 Corp. and its subsidiaries and affiliates (collectively "Callyo," "we," "us," or words of similar import). In order to use any Callyo software applications ("Applications"), access the information contained on the Callyo website (the "Website"), or otherwise make use of any of the services or materials provided by Callyo (the "Services"), you must first read this agreement (the "Agreement") and accept it. You may not use or permit any person to access or use under your or

authority or direction (whether they are acting in accordance in the course of such access or use or not) the Website, Applications, or Services if You do not accept this Agreement and the terms herein. You accept the terms of the Agreement by clicking to accept, by agreeing to the terms of the Agreement in the user interface for any of the Website, Applications, or Services, or by using the Website, Applications, or Services. In the latter case, You understand and agree that Callyo will treat Your use of the Website, Applications, or Services as acceptance of the terms from that point onwards. From your acceptance of these terms and conditions, these terms and conditions shall replace any other terms of service that may have previously applied to your use of the Website, Applications or Services.

By putting a check mark next to I AGREE and clicking on SIGN & CONTINUE or by using the Website, Applications, or Services, You represent that You have read and agree to the terms and conditions of this Agreement, which also include and incorporate Callyo's Acceptable Use Policy and Privacy Policy. These terms and conditions will remain in effect throughout Your use of the Website, Applications, and Services and continue after this Agreement expires or is terminated as set forth herein. These terms and conditions are legally binding should You choose to proceed with use of the Website, Applications, or Services.

RECITALS

WHEREAS, Callyo offers various technical products and services to law enforcement agencies; and

WHEREAS, Licensee desires to use certain products and services offered by Callyo.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, Callyo and Licensee agree as follows:

1. License, Restrictions, Ownership

A. License. For the Term (as defined below) of this Agreement, Callyo hereby grants to Licensee a limited, non-assignable, non-exclusive, non-sublicenseable, revocable license to use the Website and any Applications and Services to which Licensee subscribes in accordance with the terms of this Agreement.

B. Restrictions. Except as otherwise provided herein, Licensee shall not itself, or permit any person to:

- i. copy, sell, transfer, sublicense, publish, or otherwise distribute or dispose of the Website, Applications, or Services, in whole or in part;

ii. allow any unauthorized third party to access the Website, Applications, or Services for any purpose whatsoever;

iii. modify, decode, reverse-engineer, decompile, or disassemble the Website, Applications, or Services, in whole or in part; nor

iv. act as a "service bureau" of the Website, Applications, or Services to third parties.

C. Non-Competition / Non-Reproduction. During the Term of this Agreement and for two years thereafter, Licensee shall not develop or assist another in developing any applications, products or services for internal or external use that compete with or perform similar functions as the Website, Applications, or Services.

D. Ownership by Callyo. Callyo retains exclusive title to and ownership of the Website, Applications, and Services, and all Intellectual Property Rights created in the course of or otherwise arising out of the provision of the Services, including but not limited to Intellectual Property Rights in the Website and in the Applications made available to Licensee or any Licensee User (as defined below), any source code used to provide the Website, Applications, or Services and the processes employed by Callyo in relation to the Services, and any customizations, modifications and derivative works thereof. No implied rights are granted to Licensee by this Agreement, and all such rights shall vest in and be owned absolutely by Callyo on creation.

E. Ownership by Licensee. Licensee shall retain exclusive title to and ownership of audio recordings, call log entries, messages, GPS location information, and other data generated by Licensee's use, or use by any person acting under Licensee's authority, direction, or permission ("Licensee Users"), of the Website, Applications, and Services ("Customer Data"), and any of Licensee's pre-existing intellectual property rights created prior to the date of this Agreement.

F. Availability of Customer Data. During the Term of this Agreement, Callyo will make commercially reasonable efforts to ensure that Customer Data not stored on a Network Appliance (as defined below) will remain available to Licensee via the Website for the Term of this Agreement (as defined below).

G. Intellectual Property Rights. In this Agreement, "Intellectual Property Rights" means rights in patents (including utility models), designs (whether or not capable of registration), semi-conductor topography rights, copyright, moral rights, database rights, trademarks, trade and business names, rights to sue for passing off, rights in the nature of unfair competition rights, trade secret, confidentiality and other proprietary rights including rights to know-how and other technical

information and applications to register any of the foregoing and all rights in the nature of any of the foregoing anywhere in the world.

2. Technical Support, Maintenance, and Unavailability

A. Technical Support. During the Term of this Agreement Callyo shall provide technical support for the Website and any Applications and Services to which Licensee subscribes, via telephone or through electronic mail, as follows:

- i. reasonable assistance in the installation and initial deployment of the any Applications and Services to which Licensee subscribes;
- ii. an initial orientation in the use of any Applications and Services to which Licensee subscribes; and
- iii. reasonable responses to Licensee's requests for follow-up technical support regarding the use of any Applications and Services to which Licensee subscribes on an as-needed basis.

B. Maintenance. During the Term of this Agreement, Callyo shall provide Licensee with revisions and updates to any Applications and Services to which Licensee subscribes (but not new Applications or Services, which shall only be provided on terms as determined by Callyo, in its sole and absolute discretion) as and when generally released to the public by Callyo. Callyo shall use commercially reasonable efforts to remedy errors or malfunctions of any Applications and Services to which Licensee subscribes that are not caused, directly or indirectly, by Licensee or anyone acting with Licensee's permission.

C. Unavailability. The Website, Applications, or Services, or any part of them, may not be available for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including but not limited to:

- i. internet outages, system failures or other interruptions;
 - ii. mobile or PSTN telephony network outages, delays, or other interruptions; and
 - iii. Callyo's election to suspend access to any portion or all of the Website, Applications, or Services at any time (collectively, an "Application Suspension"):
- (I) for scheduled downtime to permit Callyo to conduct maintenance or make modifications to the Website, Applications or Service;

(II) in the event of a denial of service attack (DDoS) or other attack on an Website, Applications, or Service, or other event that Callyo determines may create a risk to the applicable Website, Application, or Service to any Licensee, if the Website, Application, or Service were not suspended; or

(III) upon Callyo's determination, in its sole and absolute discretion, that any Website, Application, or Service is prohibited by applicable law or that suspension is necessary or prudent for legal or regulatory reasons.

WITHOUT LIMITATION TO SECTION 10 HEREOF, CALLYO AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES (INCLUDING ANY LOSS OF DATA OR PROFITS) OR ANY OTHER CONSEQUENCES (INCLUDING PERSONAL INJURY OR DEATH) THAT LICENSEE MAY INCUR AS A RESULT OF ANY APPLICATION SUSPENSION. To the extent Callyo is able, Callyo will endeavor to provide Licensee notice of any Application suspension and to post updates on the Website regarding resumption of Applications or Services following any such suspension, but shall have no liability for the manner chosen or the failure to do so.

3. Optional Hardware

A. Ownership. Callyo may, in its sole and absolute discretion, offer to furnish Licensee with a Network Appliance for Licensee's use with the Services during the Term of the Agreement. The Network Appliance is and shall remain the property of the Licensee. Risk in the Network Appliance shall transfer to Licensee on delivery, and shall remain with Licensee.

B. Unavailability. In the event of internet outages, system failures or other interruptions, data will not be transferred to a Network Appliance or available on the Website until the Network Appliance's connection is restored.

C. Network Security and Updates. Licensee is solely responsible for determining and providing the necessary physical, network, and other security for any Network Appliance, and for determining and applying any updates or patches to the Network Appliance. Callyo reserves the right to terminate its support of Licensee's Network Appliance for any reason, including (but not limited to) its learning that Licensee has failed to adequately secure or update the Network Appliance.

D. Limitation of Liability. WITHOUT LIMITATION TO SECTION 10 HEREOF, CALLYO AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES (INCLUDING ANY LOSS OF

DATA OR PROFITS) OR ANY OTHER CONSEQUENCES (INCLUDING PERSONAL INJURY OR DEATH) THAT LICENSEE MAY INCUR AS A RESULT OF ITS USE OF A NETWORK APPLIANCE SUPPLIED BY CALLYO.

4. Fees and Payment

A. Optional Free Trial. Callyo may, in its sole and absolute discretion, offer a free trial subscription to its Website, Applications, and/or Services, and such trial subscription shall be of limited duration determined by Callyo. If Licensee is offered and accepts such a free trial subscription, it shall not seek nor accept another such free trial subscription at any time, directly or indirectly through an affiliate or other Representative (as defined below). If Licensee or its affiliates or Representatives creates multiple free trial accounts, Callyo may suspend those accounts without notice and take any actions to prevent additional violations.

B. Fees. Except during the term of a valid free trial subscription, Licensee shall pay the applicable fees for use of the Applications, Website, and Services, as set forth on the Website or otherwise communicated in writing to Licensee before Licensee begins using the Applications, Website, or Services (the "Fees"). Callyo may increase or add new Fees upon 30 days' advance notice. All Fees are exclusive of applicable taxes and duties, including, without limitation, VAT and applicable sales tax, for which Licensee shall be solely responsible. Licensee shall provide Callyo will provide such information as reasonably required to determine whether Callyo is obligated to collect VAT from Licensee.

C. Manner of Payment. Licensee shall pay the Fees in the manner set forth on the Website or as otherwise communicated in writing to Licensee. All Fees payable by Licensee under this Agreement shall be made without setoff or counterclaim and without deduction or withholding. If any deduction or withholding is required by applicable law, Licensee shall notify Callyo and shall pay such additional amounts to Callyo as necessary to ensure that the net amount that Callyo receives, after such deduction and withholding, equals the amount Callyo would have received if no such deduction or withholding had been required. Additionally, Licensee shall provide Callyo with documentation that the withheld and deducted amounts have been paid to the relevant authority requiring such deduction or withholding.

D. Fee Disputes. Should Licensee have any dispute as to Fees charged, Licensee shall notify Callyo of such dispute at billing@callyo.com within sixty (60) days of the date of the activity that generated such dispute. Any and all refunds issued to resolve such a dispute shall be issued as credits to Licensee's account, but in no event shall there be any cash refunds. Licensee waives and shall not pursue any claims against Callyo regarding any dispute as to Fees that is not raised with Callyo at billing@callyo.com within sixty (60) days of the date of the activity that generated such dispute.

E. Default Interest. Callyo shall be entitled to charge interest on any validly issued invoices paid late at a rate equal to the lesser of (a) 1.5% per month, or (b) the maximum amount allowed by applicable law. Interest due under this Section shall accrue until actual payment of the overdue amount, whether before or after judgment.

5. Marks

Neither party shall use or display the other party's names, trademarks, service marks, logos, or domain names (individually and collectively referred to as the "Marks") without the other party's written permission, and then in accordance with, and without violating, the terms of this Agreement (such as, but not limited to, Section 8 [Confidentiality]).

6. Licensee Obligations

A. Callyo Policies. Licensee shall, and shall ensure that Licensee Users shall, abide by the terms of Callyo's Acceptable Use Policy and Privacy Policy posted on the Website, as updated during the Term of this Agreement from time to time (such revised versions to become effective (10) calendar days after the date of posting on the Website). Licensee agrees to periodically access the Acceptable Use Policy and Privacy Policy to ensure its ongoing compliance with them.

B. Callyo Intellectual Property. Licensee may not, and shall ensure that Licensee Users shall not, remove, obscure, or alter any notices of any Callyo trademark, service mark or other intellectual property or proprietary right appearing on or contained within the Website, Applications, or Services.

C. Emergency Services. Licensee shall not, and shall ensure that Licensee Users shall not, use any Applications to access any 911 or similar emergency services. The Applications are not intended to replace any primary phone service, and may not be used to contact emergency services.

D. Export Restrictions. The Applications and Services may include data subject to restrictions under export control laws and regulations. Licensee agrees that it will, and will ensure that Licensee Users will, comply with these laws and regulations, and will not export or re-export the Applications or Services, or any part of the Applications or Services, in violation of any laws and regulations, directly or indirectly.

E. Security. Licensee acknowledges that it bears sole responsibility for adequate security, protection and backup of all Customer Data downloaded from the Callyo Website and all data stored on Licensee's Network Appliance. WITHOUT LIMITATION TO SECTION 10, CALLYO WILL HAVE NO LIABILITY FOR ANY UNAUTHORIZED ACCESS, USE, CORRUPTION, DELETION, DESTRUCTION OR LOSS OF SUCH DATA.

F. Credentials. A Licensee User is the only person authorized to use that Licensee User's user ID and password, and Licensee shall ensure that each Licensee User will maintain the confidentiality of its user ID and password. Licensee shall ensure that Licensee Users shall not permit or allow other persons to have access to or use that Licensee User's user ID and password. Licensee is responsible for the use of the Website, Applications, or Services under each Licensee User's user ID. Licensee authorizes and directs Callyo to carry out all transactions initiated with a Licensee User's user ID and/or password. If a Licensee User's password is compromised, Licensee shall ensure that the relevant Licensee User changes its password and notify Callyo immediately to prevent unauthorized use of Licensee User's account.

G. Compliance With Law. Licensee acknowledges that Callyo undertakes no responsibility for determining whether Licensee's or a Licensee User's use of the Website, Applications, or Services complies with or violates any applicable law, and disclaims any such liability. WITHOUT LIMITATION TO SECTION 10, LICENSEE ASSUMES FULL AND EXCLUSIVE RESPONSIBILITY FOR, AND CALLYO SHALL HAVE NO LIABILITY FOR, MAKING SUCH A DETERMINATION, AND FOR ANY CONSEQUENCES IF USE OF THE WEBSITE, APPLICATIONS, OR SERVICES BY LICENSEE, LICENSEE'S USERS, LICENSEE'S REPRESENTATIVES, OR ANY THIRD PARTY ACTING AT LICENSEE'S AUTHORIZATION OR DIRECTION IS FOUND TO VIOLATE ANY APPLICABLE LAW.

H. Use By Authorized Third Parties. In the course of public safety operations or criminal investigations, Licensee may authorize or direct Licensee Users who are cooperating third parties to utilize the Applications to which Licensee has subscribed if those License Users agree in writing to release Callyo and its successors, parent companies, subsidiary companies, affiliates, and assigns, and its and their past, present, and future officers, directors, shareholders, agents, employees, representatives, assigns, and successors in interest (collectively, "Representatives") of any liability for claims for loss or damage to property or personal injuries, including death, to the fullest extent allowed by applicable law.

I. Licensee User Access. Prior to permitting any Licensee User to access the Website, Applications or Services, the Licensee shall provide the Licensee User with the following notice in a written agreement with the Licensee User to which it grants access to the Website, Applications and Services:

[Licensee] is providing [Licensee User] with use of one or more software applications licensed by, or services that are provided by Callyo 2009 Corp. [Licensee User] assumes all risks of using these software applications and services. [Licensee User] acknowledges that Callyo 2009 Corp. has no responsibility for determining whether the use of the services complies with,

or violates any applicable laws, or whether using the services will provide evidence that is admissible in any criminal or civil proceedings. In exchange for and as a condition of being granted the ability to use the software applications and the services, [Licensee User] releases and discharges Callyo 2009 Corp., together with its successors, parent companies, subsidiary companies, affiliates, and assigns, and its and their past, present, and future officers, directors, shareholders, agents, employees, representatives, assigns, and successors in interest, from any and all past, present or future claims of any nature whatsoever, known or unknown, including (but not limited to) claims for loss or damage to property or personal injuries, including death, to the fullest extent allowed by applicable law.

J. Notice of Threats. The Licensee shall notify Callyo in writing promptly on becoming aware of any threat to the Website, Application or the Services, or to any Callyo Personnel or any Callyo Representatives, providing reasonable detail about the nature of the threat and any recommended mitigating action that could be taken by Callyo with respect to the threat.

7. Term & Termination

A. Term. The term of this Agreement ("Term") shall commence upon Licensee's acceptance, and will remain in effect until and unless terminated in accordance with this Section 7, unless sooner terminated pursuant to the terms of this Agreement.

B. Suspension by Callyo. Callyo may suspend Licensee's and Licensee Users' right and license to use the Website, Applications, and/or Services if:

- i. Licensee breaches any material term of this Agreement (including but not limited to a failure to pay on a timely basis any undisputed amount due), and such breach remains uncured for ten (10) days following written notice from Callyo;
- ii. Licensee breaches any term of the Acceptable Use Policy, the Privacy Policy, or Callyo has a good-faith reason to believe Licensee is breaching any term of the Acceptable Use Policy;
- iii. There is an unusual spike or increase in Licensee's use of the Website, Applications, or Services for which there is reason to believe such traffic or use is fraudulent or negatively impacting the operating capability of the Website, Applications, or Services; or

iv. Callyo determines, in its sole and absolute discretion, that provision of any Applications or Services to Licensee is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason.

During the suspension, Licensee and Licensee Users shall not have access to the Website, Applications, or Services unless and until the breach or other circumstance causing the suspension has been cured or otherwise resolved by the parties in writing. Fees will continue to accrue for any Website, Applications or Services that are not suspended, and Licensee shall remain liable for all Fees incurred through the date of suspension. If the breach or other circumstance causing the suspension remains uncured for thirty (30) days after written notice from Callyo, Callyo may exercise its termination rights set forth below.

C. Termination for Cause.

i. Either party may terminate this Agreement, in whole or in part as it applies to a specific Website, Application, or Service, immediately if the other party breaches any material term of this Agreement and such breach remains uncured for thirty (30) days following written notice by the non-breaching party of such breach.

ii. Callyo may terminate this Agreement, in whole or in part as it applies to a specific Website, Application or Service, immediately if any breach or circumstance creating a right for Callyo to implement a suspension pursuant to Section 7.B hereof remains uncured after thirty (30) days following written notice from Callyo.

iii. Callyo may terminate this Agreement, in whole or in part as it applies to a specific Website, Application or Service, immediately upon Licensee's liquidation, commencement of dissolution proceedings, disposal of assets, failure to continue business, assignment for the benefit of creditors, or upon the initiation of a voluntary or involuntary bankruptcy or similar proceeding.

iv. Upon termination of this Agreement, Licensee shall remain liable for all Fees incurred through the date of termination, and Licensee's and License Users' rights under this Agreement shall immediately terminate.

D. Consequences of Termination. Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination. On termination of this Agreement:

i. the Licensee and License Users shall immediately cease all use of the Website, Applications and Services;

- ii. each party shall return or, with respect to Callyo allow Licensee to retrieve (or destroy, if requested by the other party in writing) the other party's Confidential Information;
- iii. at the other party's request, following the return or destruction of Confidential Information in accordance with Section 7.D.ii above, the party returning or destroying the Confidential Information shall provide the other party with a certificate signed by a director confirming its compliance with that Section; and
- iv. the rights and obligations under provisions of this Agreement which expressly or by their nature survive termination shall remain in full force and effect, including the Sections identified in Section 12.L.

8. Confidentiality

A. Non-Disclosure of Confidential Information. PUBLICLY DISCLOSING THE EXISTENCE, DESCRIPTION, FUNCTIONS, OPERATIONS, CAPABILITIES, OR USE OF THE WEBSITE, APPLICATIONS, OR SERVICES ("CONFIDENTIAL INFORMATION") COULD COMPROMISE THE EFFECTIVENESS OF THE TECHNOLOGY AND MAY ALLOW INDIVIDUALS WHO ARE THE SUBJECTS OF INVESTIGATIONS TO EMPLOY COUNTERMEASURES TO THIS TECHNOLOGY. SUCH DISCLOSURE COULD COMPROMISE CRIMINAL AND PUBLIC SECURITY INVESTIGATIONS AND COULD ENDANGER THE LIVES AND PHYSICAL SAFETY OF LAW ENFORCEMENT OFFICERS, CALLYO PERSONNEL, AND OTHER THIRD PARTIES, HAMPERING LAW ENFORCEMENT'S AND OTHER USERS' ABILITY TO PROTECT THE PUBLIC FROM CRIMINAL ACTIVITY AND OTHER THREATS. To ensure that the Website, Applications, and Services and similar technology continue to be available to law enforcement and other users, and to protect Callyo's rights, Licensee shall not (and shall ensure that Licensee Users shall not) disclose Confidential Information to any third party, or allow Confidential Information to be disclosed to any third party, without Callyo's prior written consent, to be given in Callyo's sole and absolute discretion. Without limitation, the foregoing does not allow Confidential Information to be disclosed in press releases, interviews, court documents or legal filings, judicial or administrative proceedings (including, without limitation, in pre-trial matters, in search warrants and related affidavits, in grand jury proceedings, or in any phase of a criminal or civil trial or appeal), or during public forums or other proceedings. Licensee Data downloaded from the Website is purposely free of Callyo Marks to prevent disclosure in court documents. In no event, unless compelled by a court, shall Licensee allow the defense in a criminal proceeding to see the Callyo name or mark. The foregoing does not prevent the disclosure and use of evidentiary results obtained through use of the Website, Applications, or

Services, provided no Confidential Information is disclosed (such as, without limitation, the means by which the evidentiary results were obtained).

B. Prevention Of Disclosure. If (1) Licensee learns that any Licensee Representative, District Attorney, prosecutor, court or other judicial or administrative tribunal, or other person, entity, or governmental body is considering using or intends to use or provide any Confidential Information in any case or legal or administrative proceeding, (2) if there is any discovery request, motion or other request made or filed in any case or legal or administrative proceeding for use or disclosure of any Confidential Information, (3) any request is made pursuant to the Freedom of Information Act (5 U.S.C. Â§ 552), any public records or open records law or an equivalent law for disclosure of Confidential Information, or (4) IF ANY COURT OR OTHER JUDICIAL OR ADMINISTRATIVE TRIBUNAL ORDERS THE DISCLOSURE OF ANY CONFIDENTIAL INFORMATION, THEN LICENSEE WILL IMMEDIATELY INFORM CALLYO AND COOPERATE IN ANY EFFORT BY CALLYO TO INTERVENE AND PREVENT SUCH USE OR DISCLOSURE. At Callyo's request, in Callyo's sole and absolute discretion, Licensee and its Representatives will take all reasonable actions to seek or cause dismissal of the case or legal or administrative proceeding in which such use or disclosure is contemplated, sought, or ordered.

C. Non-Disclosure of Customer Data. Callyo shall not disclose Customer Data to any third party without Licensee's prior written consent, to be given in Licensee's sole and absolute discretion, or unless compelled by a regulator or required by law. In the event a request or demand by any non-party or government (in the form of a subpoena, court order or otherwise) is provided to or served on Callyo for information regarding Customer Data, Callyo shall, unless prohibited by law, notify Licensee to the extent practicable. Callyo shall not access Customer Data without the consent of Licensee, unless such access is directly related to Callyo's provision of the Website, Applications, or Services or other actions contemplated by this Agreement.

D. Damages Not an Adequate Remedy. The Parties agree that damages may not be an adequate remedy for breach of this Section 8 and (to the extent permitted by the court) that the party not in breach shall be entitled to seek an injunction or specific performance with respect to such breach.

9. Representations & Warranties

A. Mutual Representations and Warranties. Each of the parties represent, warrant and covenant to the other party that they have full power and authority to enter into this Agreement, and to carry out their respective obligations hereunder.

B. Licensee's Representations and Warranties. Licensee represents and warrants that it has, and shall maintain for the duration of the term of this Agreement and 12 months thereafter, all consents,

licenses, authorizations required to use the Website, the Applications and the Services in accordance with applicable laws and that all customizations of the Applications or Services performed by Licensee, all content and material Licensee provides to Callyo (including but not limited to customizations or branding to be performed by Callyo at Licensee's specific instruction), all Customer Data, and all of Licensee's use of the Website, Services, or Applications shall not:

- i. infringe any Intellectual Property Rights of any third party;
- ii. constitute defamation, invasion of privacy, or unlawful publicity, or otherwise violate any rights of any third party;
- iii. violate any civil, criminal, or other application law, or be used in any illegal activity or to promote illegal activities; or
- iv. contain a virus, trojan horse, worm or other disruptive or harmful software or data.

C. DISCLAIMER. LICENSEE AGREES AND ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE WEBSITE, APPLICATIONS AND SERVICES ARE PROVIDED "AS IS" TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE PARTIES AGREE THAT THE LIMITED WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY WITH RESPECT TO THE FOLLOWING, EACH OF WHICH CALLYO EXPRESSLY DISCLAIMS:

- i. ACCURACY, RELIABILITY, QUALITY OR CONTENT OF THE WEBSITE, APPLICATIONS OR SERVICES OR ANY CONTENT LINKED THERETO;
- ii. FREEDOM AND SECURITY FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION;
- iii. TITLE AND NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS;
- iv. THE AVAILABILITY OF THE WEBSITE, APPLICATIONS AND SERVICES AND ACCESS TO THE WEBSITE, APPLICATIONS AND SERVICES AT ANY TIME OR FROM ANY LOCATION;
- v. THAT THE LICENSEE'S (OR ANY LICENSEE USER'S) USE OF THE WEBSITE, APPLICATIONS OR SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS, LAWS OR REGULATIONS;

vi. THE TRANSFER, COLLECTION OR STORAGE OF DATA; OR

vii. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CALLYO DISCLAIMS ANY LIABILITY FOR THE FOREGOING. IF ANY OF THE EXCLUSIONS OF IMPLIED WARRANTIES ARE NOT PERMITTED BY LAW, ANY SURVIVING IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF THE PURCHASE OR DELIVERY OF ACCESS TO THE WEBSITE, APPLICATIONS OR SERVICES, WHICHEVER IS SOONER.

10. Limitation of Liability and Indemnification

(CONTRACT TERM)
A. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF CALLYO AND ITS REPRESENTATIVES FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID FOR THE WEBSITE, APPLICATIONS, OR SERVICES DURING ~~THE TWELVE (12) MONTHS PRIOR TO THE DATE SUCH CLAIM ACCRUED.~~ SUBJECT TO APPLICABLE LAW, CALLYO AND ITS REPRESENTATIVES ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; OR (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS, DESTRUCTION, CORRUPTION OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET CALLYO ACCEPTABLE USE REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF CALLYO AND ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF CALLYO AND ITS REPRESENTATIVES AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO THE WEBSITE, APPLICATIONS, AND SERVICES AND THEIR USE.

~~B. Indemnification. To the extent permitted by law, Licensee shall indemnify, defend, and hold Callyo and its Representatives harmless from any and all claims, liability, expenses, fines and penalties, including reasonable attorneys' fees and costs, arising out of any claim that the Website, Applications or Services infringe any applicable law, or with respect to any breach of this Agreement or use of the Website, Applications, or Services by Licensee, Licensee's Representatives, or any Licensee User (collectively referred to as "Claims"). Licensee shall reasonably cooperate as requested by Callyo in the defense of any Claims. Callyo reserves the right, in its sole and absolute discretion and at its own expense, to assume the exclusive defense and control of any Claims.~~

~~Licensee waives any sovereign, governmental, or similar immunity with respect to the foregoing indemnification obligation, and any other obligation set forth in this Agreement.~~

C. Contract Price. The limitations and exclusions of liability under this Section 10 shall not limit the Licensee's liability under this Agreement for payment of the Fees in accordance with this Agreement.

11. Notices

All notices, requests, demands and other communications required under this Agreement shall be in writing and shall be and shall be given or made (and shall be deemed to have been duly given or made upon receipt) as follows:

A. personally delivered;

B. delivered by registered or certified mail, return receipt requested, postage prepaid and addressed as provided below; or

C. delivered by a courier delivery service providing overnight or "next-day" delivery; and

if to Licensee: to Licensee's main contact at the address provided at the time of payment, and if to Callyo, to 402 N Division Street, Carson City, NV, 89703 (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11).

12. Miscellaneous Provisions

A. Amendment. The terms and conditions set forth herein may be amended in Callyo's sole and absolute discretion from time to time. The most current version of this Agreement will be posted on the Website. When changes are made, Callyo will make a new copy of the Agreement available at the Website and will also update the "Last Updated" date at the top of the Agreement. Any changes to the Agreement will be effective immediately for new users of the Website, Applications and Services, and for all other users such amended Agreement shall be effective thirty (30) calendar days after posting to the Website. If an update is material, we will notify you in accordance with Section 11 of this Agreement and we may require you to provide consent to the updated terms of the Agreement in a specified manner before further use of the Website, Applications and Services is permitted. If an update is material and results in a material detriment to Licensee, and Licensee notifies Callyo within the thirty (30) day period following receipt of notice of the update, Licensee may terminate the Agreement and will be entitled to a refund of any portion of the Fees that corresponds to the period between the date Licensee gives notice it wishes to terminate and the end of any term for which Fees have been pre-paid. Otherwise, the change will be deemed accepted once

the thirty (30) day notice period has expired. Please check the Website regularly to view our then-current terms and conditions.

B. Rights of Third Parties. This Agreement shall not create any rights or benefits which are enforceable by anyone other than the parties.

C. Relationship. The relationship of Callyo to Licensee is that of an independent contractor. Neither party shall have the right to bind each other to any obligation to third parties.

D. Assignment. Callyo may assign this Agreement to an affiliate or any successor in connection with a merger, acquisition or consolidation, or the sale of all or substantially all of Callyo's assets. Licensee shall not assign this Agreement without the prior written consent of Callyo. Any assignment in violation of this Section shall be void. This Agreement and all of its obligations shall be binding upon, inure to the benefit of, and be enforceable by and against the successors and permitted assigns of the parties to this Agreement.

E. Waiver. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude other or further exercise of the same or any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power, or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be binding unless executed in writing by the party making the waiver.

~~F. Governing Law and Arbitration of Disputes. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York, without regard to the application of conflicts of law principles. The parties agree that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration conducted in the English Language, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy). Any litigation involving the Parties shall be conducted under seal, and any court~~

filings shall be filed under seal. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

G. Attorney Fees. Should any arbitration or other legal action be brought by either party arising out of or relating to this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the arbitrator, court, or tribunal.

H. Authority. Each signatory hereto hereby warrants that he/she is authorized to bind the party designated in the signatory block of this Agreement.

I. Severability. Should any provision(s) of this Agreement be deemed unenforceable by a court, arbitrator, or other tribunal of competent jurisdiction, it shall be deemed deleted to the minimum extent necessary in the relevant jurisdiction (which can include deleting only part of the relevant provision) and the remaining provisions of this Agreement shall remain in force and enforced to carry out the intentions of the parties as set forth herein.

J. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings of the parties with respect to the subject matter hereof. The parties acknowledge that no party and no agent, representative or attorney of any party has made any promise or representation whatsoever, express or implied, concerning the subject matter of this Agreement (or to induce the execution of this Agreement) which is not expressly set forth herein. It is further acknowledged that in executing this Agreement the parties have not relied upon any promise or representation made by any other party or any other party's agent, representative or attorney except as such promises or representations are expressly set forth herein. No waiver, modification or amendment of this Agreement shall be binding and enforceable unless executed in writing by the parties.

K. Terminology. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any individual, corporation, company, group, partnership or other entity. The words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The word "including" or any variation thereof means (unless the context of its usage otherwise requires) "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. As used herein, any reference to (i) the masculine, feminine or neuter gender includes the other two genders and (ii) the singular or plural number includes the other number.

L. Survival. Sections 8 (Confidentiality), 9 (Representations and Warranties), 10 (Limitation of Liability and Indemnification), and 12 (Miscellaneous Provisions) of this Agreement shall survive the expiration or earlier termination of this Agreement indefinitely.

M. Precedence. Should there be any conflict or inconsistency between the terms of this Agreement and Callyo's Acceptable Use Policy, Callyo's Privacy Policy and/or Callyo's Terms of Use & Service, the terms of this Agreement shall prevail unless expressly stated otherwise.

N. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Privacy Policy

Last updated: October 1st, 2016

Callyo 2009 Corp. and its affiliates and subsidiaries (collectively, "Callyo") respect your privacy. This Privacy Notice applies to your visits to the public portions of our website (www.callyo.com). It also applies to your use of our mobile applications, and the non-public portions of our website that are accessible through a log-in (the "Callyo Services"). This Privacy Notice describes the types of information we collect, how we may use or share the information, and the choices you may have regarding your information.

Callyo may maintain separate privacy notices for other websites or mobile applications that it offers.

This Privacy Notice is intended to explain our privacy practices and covers the following areas:

1. [The Callyo Services; Relationship Between Callyo and Law Enforcement Agencies](#)
2. [Personal Information We Collect](#)
3. [How We Use Personal Information We Collect](#)
4. [Personal Information We Share](#)
5. [Data Retention](#)
6. [Your Rights and Choices](#)
7. [Operating Callyo Abroad](#)
8. [How We Protect Personal Information](#)
9. [Links To Other Websites](#)
10. [Updates To Our Privacy Notice](#)
11. [How To Contact Us](#)

The Callyo Services; Relationship Between Callyo and Law Enforcement Agencies

Callyo makes available the Callyo Services to law enforcement agencies. The law enforcement agencies may authorize their employees or other individuals to use its Callyo Services. The law enforcement agencies determine the features and functionality of its Callyo Services that are made available to you. This Privacy Notice does not apply to the privacy practices of any law enforcement agency.

Personal Information We Collect

In connection with your use of the public portions of our website or the Callyo Services:

- You may submit information to us directly
- We may obtain information about you from law enforcement agencies or their employees
- We or our service providers may use automated means to collect certain information about your use of our website or the Callyo Services

The types of personal information we collect through the public portions of our website and the Callyo Services may differ. In addition, law enforcement agencies may direct us to collect personal information from your mobile device through the Callyo Services. We describe the information we collect and the types of personal information law enforcement agencies direct us to collect through your use of the Callyo Services below:

(A) Information We Collect Both Through the Public Portions of Our Website and through the Callyo Services

The types of personal information we collect through the public portions of our website and the Callyo Services may include:

- Business or personal contact information (such as name, postal or e-mail address, and phone number)
- Demographic details (such as state and ZIP code)

We may also collect certain information by automated means, such as cookies, web beacons and other technologies. A "cookie" is a text file that websites send to a visitor's computer or other Internet-connected device to uniquely identify the visitor's browser or to store information or settings in the browser. A "web beacon," also known as an Internet tag, pixel tag or clear GIF, is used to transmit information back to a web server. We also may use third-party analytics tools that collect information about visitor traffic on our sites and use of mobile applications. The information we may collect by automated means includes:

- Details about the devices our visitors use to access our websites and mobile applications (such as the IP address and the device, browser and operating system type)
- Dates and times that you use our websites and mobile applications
- Information on actions taken using our websites and mobile applications (such as the webpages you view and your navigation between webpages, or the features of our mobile applications that you use and your navigation between screens on our mobile applications)
- URLs that refer visitors to our websites
- Search terms that individuals use to reach our website or locate our mobile applications

We do not collect, nor do we knowingly permit third parties to collect, personal information about your activities over time and across third-party websites or online services.

(B) Information We Collect Through the Callyo Services

In addition, we may collect the following types of personal information through the Callyo Services:

- Username and password
- Mobile device unique identifier
- Real time geolocation information

(C) Information Law Enforcement Agencies Direct Us to Collect from Individuals they Authorize to Use the Callyo Services

Law enforcement agencies may direct us to collect a wide variety of information from your mobile device when you use the Callyo Services. The information may include:

- Audio captured from your mobile device
- Contents of text and MMS (multimedia) communications
- Phone numbers and timestamps of dialed and received calls and messages
- Contents of your address book
- Images and video captured by your mobile device

How We Use Personal Information We Collect

We may use the personal information we obtain about you to:

- Process your registration and manage and maintain your account in connection with the Callyo Services
- Communicate with you about the products and services we offer

- Provide customer support
- Operate, evaluate and improve our business and the products and services we offer
- Analyze and enhance our marketing communications and strategies (including by identifying when emails sent to you have been received and read)
- Protect against and prevent fraud, unauthorized use, claims and other liabilities, and manage risk exposure
- Comply with applicable legal requirements, judicial process, and our company policies
- Provide the relevant law enforcement agency with access to the information that it directed us to collect from your mobile device

We also may use your personal information in other ways for which we provide specific notice at the time of collection.

Personal Information We Share

We do not sell or otherwise disclose your personal information, except as described in this Privacy Notice. The manner in which we share personal information obtained through the public portions of our website and through the Callyo Services may differ:

(A) Information We Share in Connection the Public Portions of Our Website and the Callyo Services

We may share the information that we obtain in connection with the public portions of our website and the Callyo Services with:

- Our parent, affiliate and subsidiary companies, for the purposes described in this Privacy Notice
- Service providers that perform services on our behalf (such as companies that provide technology outsourcing and hosting services), for the purposes described in this Privacy Notice. We contractually require these service providers to use or disclose the personal information only as necessary to perform services on our behalf or comply with legal requirements

We also may share the information about you in other ways for which we provide specific notice at the time of collection.

We may also disclose information about you to third parties if we are required to do so by law or legal process, but Callyo will, unless prohibited by law, notify the relevant law enforcement agency that directed us to collect your information, to the extent practicable. We may also disclose information about you as directed by the relevant law enforcement agency.

Unless prohibited by the relevant law enforcement agency in connection with Callyo Services, we reserve the right to transfer the information we maintain in the event we sell or transfer all or a portion of our business or assets. If we engage in such a sale or transfer, we will use reasonable efforts to direct the recipient to use your personal information in a manner that is consistent with this Privacy Notice. After such a sale or transfer, you may contact the recipient with any inquiries concerning the processing of your personal information.

(B) Information We Share in Connection with the Callyo Services

In addition, we may share the information we obtain in connection with the Callyo Services with the relevant law enforcement agency and their service providers.

Data Retention

We will retain your personal information for as long as is necessary for the processing purpose for which it was collected; however, if a law enforcement agency directs us to delete information that it had directed us to collect, we typically comply with that request. We may also retain certain transaction details and correspondence for as long as necessary to defend against legal claims or to comply with regulatory requirements. We may retain an archived copy of your records as required by law or for legitimate business purposes.

Your Rights and Choices

You have certain rights regarding the personal information we maintain about you:

- If you receive marketing emails from Callyo, you may opt out or unsubscribe by following the directions provided in the email.
- In addition, you may have certain rights under applicable data protection law to access your personal information held by us. We may charge a fee to meet our costs in providing you with details of the personal information we hold about you, and there may be certain categories of information that we may be unable to, or have no right to, provide.

In addition, in connection with the Callyo Services:

- If your employer provides your personal information to Callyo, you may have certain choices with respect to Callyo's use or disclosure of the information. If applicable, please contact your employer to learn about and to exercise your choices.
- You may choose to uninstall our mobile app or otherwise choose to no longer use the Callyo Services.

- Please direct any access requests to the relevant law enforcement agency that authorized your use of the Callyo Services. If you do not have the law enforcement agency's contact information, you may request that information from us.

It is the relevant law enforcement agency's responsibility to comply with any notification or information rights or duties to you in their use of the Callyo Services, although there are exemptions in relation to the prevention and detection of crime which may override these duties.

Operating Callyo Abroad

You may choose to use Callyo Services outside of the United States, for example in the course of international investigations. While operating Callyo outside of the United States, we may transfer personal information that we collect in a foreign country back to law enforcement agencies, affiliates, service providers, and other third parties in the United States, unless otherwise directed by the relevant law enforcement agency.

The countries from which personal, non-evidentiary information was collected may not have the same data protection laws as the United States.

How We Protect Personal Information

Callyo maintains administrative, technical and physical safeguards designed to protect the personal information we maintain against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use. However, we cannot guarantee that the measures we maintain will guarantee the security of the personal information. Any transmission of personal information to us is completed at your own risk.

Links To Other Websites

For your convenience and information, we may provide links to websites that are not owned or operated by Callyo. These websites may have their own privacy notices or policies. Callyo is not responsible for the privacy practices of any entity that it does not own or control.

Updates To Our Privacy Notice

When we update this Privacy Notice, we will notify you of changes deemed material under applicable legal requirements by posting a notice on our website through the Callyo Services. We may also notify you of changes in the Privacy Notice in other ways in our discretion, such as via email or other contact information you have provided.

Any changes to this Privacy Notice deemed material under applicable legal requirements will be effective thirty (30) calendar days following our posting of notice of the changes. We therefore encourage you to review this Privacy Notice from time to time to stay informed of how we are using personal information.

How To Contact Us

You may contact us with questions or comments about this Privacy Notice or our privacy practices or to request access to or correction of your information by emailing support@callyo.com(e-mail address hidden).

Refund Policy

Last updated: October 1st, 2016

Should You have any dispute as to fees associated with Your account, please contact us at support@callyo.com(e-mail address hidden) within 90 days of the date of the activity that generated such dispute, and we will attempt to resolve the matter. Any and all refunds issued to resolve such a dispute shall be issued as credit to Your account, but in no event shall there be any cash refunds. Disputes older than 90 days shall not be entitled to any refunds or credits.

City of Santa Fe (Licensee) and Callyo (Callyo)

ADDENDUM

TERMINATION

This Agreement may be terminated by the Licensee upon 30 days written notice to the Callyo.

INDEMNIFICATION

CALLYO shall indemnify, hold harmless and defend the LICENSEE from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from CALLYO's performance under this Agreement as well as the performance of CALLYO's employees, agents, representatives and subcontractor.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the LICENSEE in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The LICENSEE and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPLICABLE LAW; CHOICE OF LAW; VENUE

CALLYO shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the LICENSEE of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the CALLYO agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the LICENSEE for the performance of this Agreement. If sufficient appropriations and authorization are not made by the LICENSEE, this Agreement shall terminate upon written notice being given by the LICENSEE to CALLYO. The LICENSEE's decision as to whether sufficient appropriations are available shall be accepted by CALLYO and shall be final.

RELEASE

CALLYO, upon acceptance of final payment of the amount due under this Agreement, releases the LICENSEE, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. CALLYO agrees not to purport to bind the LICENSEE to any obligation not assumed herein by the LICENSEE unless CALLYO has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

CALLYO shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. CALLYO shall furnish the LICENSEE with proof of insurance of CALLYO's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

THIRD PARTY BENEFICIARIES

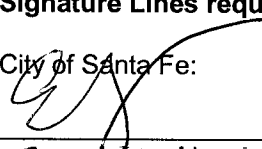
By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the LICENSEE and the CALLYO. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

Signature Lines required:

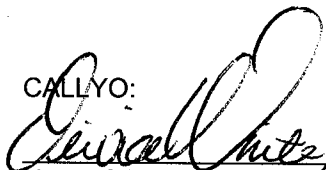
City of Santa Fe:



Erik K. Litzenberg
Interim City Manager

Date: 5/1/18

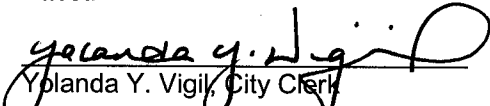
CALLYO:



Gerald R. Hutz, Accounting
Manager

Date: 5/1/18

Attest:



Yolanda Y. Vigil, City Clerk

Approved as to form:

MDM 2/27
Kelley A. Brennan, City Attorney

Approved:

Kim Young, Interim
Adam K. Johnson, Finance Director *AKJ*