

**ADOPTION OF
24/7 PROGRAM AGREEMENT BETWEEN
THE WYOMING ATTORNEY GENERAL'S OFFICE
AND 24/7 SOBRIETY SYSTEMS, LLC
for separate contract
between LARAMIE COUNTY &
24/7 SOBRIETY SYSTEMS, LLC.**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and 24/7 Sobriety Systems, LLC, (hereinafter, "24/7 SOBRIETY SYSTEMS LLC"). For purposes of attachment to other forms, this Agreement shall be referenced as the "24/7 Program Agreement with County".

I. PURPOSE

The purpose of this Agreement is to substitute COUNTY as "Operator", and to for COUNTY to adopt the "24/7 PROGRAM AGREEMENT BETWEEN THE WYOMING ATTORNEY GENERAL'S OFFICE AND 24/7 SOBRIETY SYSTEMS, LLC, Agreement (27 pages, which includes the 24/7 Program Agreement [2 pages], Schedules A through C [3 pages], Exhibit A - Definitions [4 pages], Exhibit B – Terms and Conditions [7 pages], Exhibit C – Wyoming General Conditions [3 pages], Attachment I -Terms of Use [5 pages], Attachment II [3 pages]) attached hereto as Attachment 'A' and fully incorporated herein ("24/7 Program Agreement"), for COUNTY'S access and use of software related to the administration of a remote alcohol and drug use monitoring platform provided by 24/7 SOBRIETY SYSTEMS, LLC. This Agreement is to establish a separate contract between COUNTY and 24/7 SOBRIETY SYSTEMS, LLC, and is not a substitution of parties to the 24/7 Program Agreement.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement and shall remain in full force pursuant to the terms of the Agreement.

III. RESPONSIBILITIES OF 24/7 SOBRIETY SYSTEMS LLC

A. 24/7 SOBRIETY SYSTEMS LLC shall provide and complete the services described in the 24/7 Program Agreement to COUNTY as they would provide said services to "Operator" in the 24/7 Program Agreement.

B. Payment to 24/7 SOBRIETY SYSTEMS LLC is governed by rule and statute with the Wyoming Attorney General's Office effective July 15, 2020 (Ref Nos. 015.0017.1.07152020 & 015.0017.2.07152020). COUNTY has no separate payment obligation to 24/7 SOBRIETY SYSTEMS, LLC.

IV. ADDITIONAL PROVISIONS

1. Entire Agreement: This Agreement, which incorporates and adopts the terms and conditions of the 24/7 Program Agreement (27 pages, which includes the 24/7 Program Agreement [2 pages], Schedules A through C [3 pages], Exhibit A - Definitions [4 pages], Exhibit B – Terms and Conditions [7 pages], Exhibit C – Wyoming General Conditions [3 pages], Attachment I - Terms of Use [5 pages], Attachment II [3 pages]) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

2. Assignment: No rights or obligations under this Agreement shall be assigned or delegated by a party without the prior written consent of the other party.

3. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

4. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement are fully severable.

5. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

6. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

7. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

8. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

9. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement.

10. Indemnification: To the fullest extent permitted by law, 24/7 SOBRIETY SYSTEMS LLC agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of 24/7 SOBRIETY SYSTEMS LLC for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. 24/7 SOBRIETY SYSTEMS LLC shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

11. Conflict of Interest: COUNTY and 24/7 SOBRIETY SYSTEMS LLC affirm, to their knowledge, no 24/7 SOBRIETY SYSTEMS LLC employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of 24/7 SOBRIETY SYSTEMS LLC, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

12. Force Majeure: Neither party shall be liable to perform under this Agreement and 24/7 Program Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

13. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

14. 24/7 Program Agreement Controls: Where a conflict exists or arises between any provision or condition of this 24/7 Program Agreement, Exhibit C ("Wyoming General Conditions") of the 24/7 Program Agreement and the Agreement, the provisions and conditions set forth in this Agreement shall control.

15. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

The remainder of this page intentionally left blank.

**ADOPTION OF
24/7 PROGRAM AGREEMENT BETWEEN
THE WYOMING ATTORNEY GENERAL'S OFFICE
AND 24/7 SOBRIETY SYSTEMS, LLC
for separate contract
between LARAMIE COUNTY &
24/7 SOBRIETY SYSTEMS, LLC.**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Laramie County Commissioners


ATTEST:

By: _____ Date _____
Laramie County Clerk

24/7 SOBRIETY SYSTEMS LLC USA, INC:

By: _____ Date _____
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date 6-7-24
Laramie County Attorney's Office

24/7 PROGRAM AGREEMENT BETWEEN

THE WYOMING ATTORNEY GENERAL'S OFFICE AND 24/7 SOBRIETY SYSTEMS, LLC

DATE OF AGREEMENT: October 1, 2023

OPERATOR INFORMATION:

Identity: Wyoming Attorney General's Office

Address: 109 State Capitol
Cheyenne, WY 82002
Attn: Michael T. Kahler

Capitalized terms used in this Agreement, including in the Schedules and Exhibits hereto, shall have the meanings given them on Exhibit A, attached hereto and incorporated herein by this reference.

24/7 Sobriety Systems, LLC has developed certain computer software related to the administration of remote alcohol and drug use monitoring program, and provides certain services relating to the use of such software, all in connection with the 24/7 Program. OPERATOR operates a Site or Sites and desires to obtain certain software, products, goods and services from 24/7 Sobriety Systems, LLC in connection with such operation.

Pursuant and subject to the terms of this Agreement, and in connection with the 24/7 Program, 24/7 Sobriety Systems, LLC is willing to provide and make available to OPERATOR certain rights with respect to the Licensed Technology and certain support and other services related to the Licensed Technology.

By execution of this Agreement below, 24/7 SOBRIETY SYSTEMS LLC and OPERATOR agree as follows:

1. Licensed Technology. During the Term of this Agreement, 24/7 Sobriety Systems, LLC hereby grants to OPERATOR a non-transferable, non-exclusive license (i) to access, use and display the Software via the Internet solely for purposes of conducting the 24/7 Program at the Site(s) in strict accordance with this Agreement, and (ii) to use the Know-How solely for purposes of conducting the 24/7 Program at the Site(s) in strict accordance with this Agreement.
2. Services. During the Term of this Agreement, 24/7 Sobriety Systems, LLC, or its subcontractors or designated representatives, will provide the Services.
3. Fees. In exchange for the grant of certain licenses with respect to the Licensed Technology and the provision of the Services, OPERATOR agrees to pay to 24/7 Sobriety Systems, LLC the Program Fees.
4. Terms and Conditions. This Agreement and the transactions contemplated herein are and shall be subject to the terms and conditions set forth on Exhibit B, as supplemented and replaced by Exhibit C. Exhibits B and C are attached hereto and incorporated herein by this reference.

[the remainder of this page intentionally blank]

IN WITNESS WHEREOF, the parties have executed this 24/7 Program Agreement on the dates set out below.

OPERATOR:

Wyoming Attorney General's Office

By: Bridget Hill

Name: Bridget Hill

Title: Wyoming Attorney General

24/7 Sobriety Systems, LLC:

24/7 Sobriety Systems, LLC.

By: M. Rankine Forrester

Name: M. Rankine Forrester

Title: CEO

APPROVAL AS TO FORM:

Wyoming Attorney General's Office

By: Tyler M. Renner #234285 09-12-2023

Name: Tyler M. Renner

Title: Senior Assistant Attorney General

Schedule A - Program Fees

Test Type: 24/7 Sobriety Program Testing

Program Fees charged to OPERATOR for use of INTOXITRACK data management system:

Random Protocol Call In Fee:	An amount of zero cents (\$0.00) per call to the Interactive Voice Response System. (If and when approved in Wyoming)
In Person Breath Test Event Fee:	An amount of fifty cents (\$0.50) for each In Person Breath Test Event beyond test event number sixty thousand (60,000). From October 1, 2023, through September 30, 2024, the first sixty thousand (60,000) In Person Breath Test Events are included at no cost to the Operator in exchange for the annual License Fee below.
In Person Drug Collection Fee:	An amount of fifty cents (\$0.50) for each Collection. This fee is assessed when an on-site drug screen is performed or when a sample collection has been made for a test that did not have an on-site drug screen but was instead sent directly to the laboratory for testing. (This fee is only assessed once on an initial on-site drug test that tests positive and is then sent to the laboratory for further testing.).
In Person Drug Patch Application Fee:	An amount of One Dollar (\$1.00) for each time a drug patch is attached to a Participant. (There is no fee to the Operator for shipping the patch to the laboratory for analysis.).
Remote Breath Test Daily Participant Management Fee:	An amount of fifty cents (\$0.50) per day for a Participant actively participating in a Remote Breath Testing protocol. (If and when approved in Wyoming).
Transdermal Daily Participant Management Fee:	An amount of twenty five cents (\$0.25) per day for a Participant actively participating in a Transdermal Testing protocol. (If and when approved in Wyoming).
Licensee Fee:	Subject to Exhibit C, Addendum, Wyoming General Conditions, General Provision F., Availability of Funds, an amount of thirty thousand dollars (\$30,000.00) for the period covering October 1, 2023 through September 30, 2024. Included in this License, is sixty thousand (60,000) In Person Breath Test Events at no charge to Operator. Those tests beyond sixty thousand (60,000) will be billed to the Operator.

Schedule B – Services

Hosted Servers. Access to and use of 24/7 SOBRIETY SYSTEMS LLC hosted servers via the Internet to access the Software and to securely store and backup OPERATOR Content.

Technical Support. 24/7 SOBRIETY SYSTEMS LLC will provide reasonable technical telephone support to OPERATOR during normal business hours (8:00 am to 6:00 pm Central Time), to assist in OPERATOR'S utilization of Licensed Technology as permitted hereunder. All telephone support requests shall be responded to by qualified and knowledgeable personnel. 24/7 SOBRIETY SYSTEMS LLC shall promptly provide OPERATOR with appropriate telephone and telephonic pager contact numbers and any changes thereto.

Software Upgrade Services. 24/7 SOBRIETY SYSTEMS LLC will provide OPERATOR, at no additional cost, any updates, error corrections or bug fixes to the Software when the same are generally made available by 24/7 SOBRIETY SYSTEMS LLC licensed users of the Software.

Schedule C – Software and Specifications

Description of Software

The software is a networked data management software system for managing a 24/7 program. The software is an Internet based system for recording, managing, reporting and billing scheduled and random alcohol and/or drug tests.

Specifications

Test Site Interface For:

- Scheduling participants tests cycles
- Collecting Test Event information
- Generating end of shift workflow to do's

Participant Manager Interface:

- Enrolling participant functionality
- Review test and payment information on participants that you supervise
- Report on the test and payment data collected

AGENCY Administrative:

- Program Overview
- Managing managers
 - Enrolling managers
 - Defining users/managers roles and authority
- Access to all participant information for the managers that you supervise

System Forensics:

- Access to reports that document all entries into the system

EXHIBIT A

Defined Terms

"24/7 Program" - The alcohol and drug use monitoring program approved for use in the State of Wyoming consisting of a twenty-four hour and seven day a week sobriety program in which a participant submits to the testing of the participant's blood, breath, urine, or other bodily substances in order to determine the presence of alcohol, marijuana, or any controlled substance in the participant's body.

"Alcohol" - An intoxicating agent, ethyl alcohol or low molecular weight alcohols, including methyl or isopropyl alcohol.

"Alcohol Concentration" - The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath.

"Alcohol Confirmation Test" - A subsequent test using an Evidential Breath Testing Device (EBT), following a positive initial or screening test that provides quantitative data about the breath alcohol concentration.

"Alcohol Screening Test" - An initial analytic procedure to determine the concentration of alcohol in a person's breath or other approved specimen.

"Agreement" - This 24/7 SOBRIETY SYSTEMS LLC, 24/7 Program Agreement.

"Confidential Information" - Any and all information of a proprietary nature which is disclosed by 24/7 SOBRIETY SYSTEMS LLC to OPERATOR, including without limitation financial, accounting and technical data, engineering information, designs, drawings, research and development information, specifications, ideas, concepts, know-how, Training Materials, sales, customer and supplier information, marketing and business plans, financial projections, and any other information of 24/7 SOBRIETY SYSTEMS LLC which 24/7 SOBRIETY SYSTEMS LLC considers to be proprietary or confidential. Unless otherwise agreed, it shall be presumed that all information received by OPERATOR from 24/7 SOBRIETY SYSTEMS LLC or learned by OPERATOR while on 24/7 SOBRIETY SYSTEMS LLC premises is considered proprietary and confidential by 24/7 SOBRIETY SYSTEMS LLC without the necessity of 24/7 SOBRIETY SYSTEMS LLC specifically marking, confirming in writing or otherwise indicating the confidential nature of such information.

"Confirmatory Drug Test" - A second analytical procedure to identify the presence of alcohol, a specific drug or metabolite which is independent of the initial test, in order to ensure reliability and accuracy.

"Daily Event" - An increment used in billing. For each day, or any portion of a day, that Software has been utilized for a process that is billed on a daily basis, a day counter is incremented.

"Drugs" - The drugs or the drug metabolites for which testing is required under the 24/7 program.

"Drug Patch" - A sample collection device that is applied to a Participant's skin for a period of time (usually seven to ten days) and then is removed and sent to a lab for analysis. This technology is used to determine whether or not a Participant has used Drugs.

"Drug Test" - An initial or confirmatory drug test performed on a Participant by the Operator or a Laboratory.

"Evidential Breath Testing Device (EBT)" - A device approved by NHTSA for evidential testing that has been placed on NHTSA's Conforming Products List (CPL) for "Evidential Breath Measurement Devices".

"In Person Breath Test Daily Fee" - The daily fee charged for a Participant with an activated In Person Breath Testing protocol. An Activated in Person Breath Testing Protocol includes protocols that have a Test Status of Active, Suspended or Inactive for any part of that day. It does not charge the daily fee for protocols where the Test Status has been Uninitiated or Closed and Locked for the entire day.

"In Person Breath Test Event" - A breath test that is performed by a tester at a designated test site.

"In Person Drug Patch Application" – An application of a drug patch that is performed by a tester at a test site.

"In Person Drug Collection" – Is an event where the Tester collects a sample for analysis with an On-Site testing kit or for a sample that will be sent to a Laboratory for analysis.

"In Person On Site Drug Test Event" - A drug sample collection and initial On Site test that is performed by a Tester.

"Initial Term" - The period beginning on October 1, 2023 and ending on September 30, 2024.

"Interactive Voice Response (IVR) System" - A service provided as part of Software which allows a Participant to call in to a phone service and determine if they have been selected for Random Testing on that date.

"Interested Parties" - Users who will be contacted based on various outcomes of Test Events.

"Intoxitrack" – The commercial name of the web based application portion of the provided "Software".

"24/7 SOBRIETY SYSTEMS LLC" - 24/7 SOBRIETY SYSTEMS LLC, a Missouri corporation with offices at 2081 Craig Road, St. Louis, Missouri 63146.

"Know-How" - 24/7 SOBRIETY SYSTEMS LLC's patented or unpatented technical experience, methods, processes, apparatus and techniques, relating to the use and operation of the Software, including without limitation such items as may be embodied in the Training Materials.

"Laboratory Analysis" – An analysis that occurs at a laboratory, as opposed to an analysis that occurs on-site.

"Licensed Technology" - The Software and the Know-How.

"Loss" or "Losses" - All demands, claims, liabilities, losses, damages, settlements, awards, judgments, fines, penalties, costs or expenses.

"OPERATOR" - The party identified as the OPERATOR in the main body of this Agreement.

"OPERATOR Content" - All text, images, data and other content input through the Software by OPERATOR or on behalf of OPERATOR in connection with the conduct of the 24/7 Program, including without limitation, records relating to Test Events.

"OPERATOR Improvements" - Means and collectively includes the inventions, improvements or modifications made at any time during the Term by OPERATOR, OPERATOR'S affiliates or their respective agents which constitute improvements or modifications to the Licensed Technology.

"Participant" A participant is an individual that is enrolled by an Agency in the IntoxiTrack program for testing and monitoring. Each participant has an associated Participant Program that details the protocols under which they will be tested.

"Daily Participant Management Fee" - This daily fee charged to Participants is associated with the Software's storage and management of the either or both the test data and/or the accounting information associated with a participant.

"Parties" - 24/7 SOBRIETY SYSTEMS LLC and OPERATOR, collectively.

"Party" - 24/7 SOBRIETY SYSTEMS LLC or OPERATOR, respectively.

"Program" A Participant's Program is meant to include all of testing data from all of the Protocols that a Participant has been involved in during the period of time that they are on the 24/7 program for a particular "Reason for

Participation. There can be only one active Participant Program for a Participant at any point in time. The Participant Program can include one or more Testing Protocols in series or in parallel within that Program.

“Program Fees” - Means, collectively, the Fees as further described on Schedule A and in the Definitions below.

“Program Enrollment Fee” – Is a fee that is assessed each time a Participant is entered into a Program.

“Protocol” - The testing regimen that a Participant will follow while on a Testing Program. This may include one or several testing methodologies; serially or concurrently.

“Random Protocol” - A test protocol where a participant is required to submit to randomly scheduled testing. Software offers a variety of random testing protocols; each with different random testing rates.

“Random Protocol Call In” -- When a Participant calls into the Interactive Voice Response System to determine if they are scheduled for a random test.

“Remote Breath Test” - A self-administered test, by the Participant, that can occur at a variety of testing sites throughout a testing period. Remote Breath Tests can be scheduled or be required on demand.

“Remote Breath Test Device” - An instrument that allows the Participant to self-administer a breath test. These devices will meet the State Program’s requirements for (a) running initial and confirmatory testing, (b) notifying a participant of when to test, (c) defining what positive identification of the Participant is required to be part of the testing process (i.e. picture with facial recognition), (d) whether a global position capturing capability will be required of the instrument (e) what the required frequency is for transmitting data about compliance or non-compliance of the performed test and (e) accuracy and precision of the device.

“Services” - The technical support and training, provided by 24/7 SOBRIETY SYSTEMS I.L.C or its subcontractors and designated representatives pursuant to this Agreement, as described on Schedule B hereto.

“Site” or “Sites” - Means and is limited to facilities located in the State of Wyoming that are used for alcohol and drug use monitoring as part of the 24/7 Program, as identified herein.

“Software” - Means computer programs, computer code and associated documentation, training manuals and user’s manuals described on Schedule C pertaining to the operation of the 24/7 Program that is hosted by 24/7 SOBRIETY SYSTEMS LLC and made available to OPERATOR by 24/7 SOBRIETY SYSTEMS LLC via the Internet. Software shall include improvements, modifications, fixes, upgrades and enhancements to the Software owned or controlled by 24/7 SOBRIETY SYSTEMS LLC now or in the future, to the extent generally made available to participants.

“Software Warranty Period” - A period of ninety (90) days after the first productive use of the Software by OPERATOR.

“Specifications” - The Software functional requirements set forth on Schedule C.

“Testing Site” - A location where Participants present themselves for the purpose of testing for drug or alcohol use.

“Transdermal Testing Protocol” - A type of testing where the target alcohol or other analyte is measured from the perspiration of the Participant. These devices tend to be in the form of an anklet, bracelet or patch.

“Testing Program” – see “Program”

“Test Protocol” - see “Protocol”

“Term” - The full term of this Agreement as described in Exhibit B.

“Testers” - Personnel of OPERATOR who perform Test Events with respect to participants in the 24/7 Program.

“Training Materials” - 24/7 SOBRIETY SYSTEMS LLC’ standard training materials as utilized in its “Train the Trainer” training program, regardless of the format in which such materials are provided.

“Users” - Personnel of OPERATOR that use the Software.

EXHIBIT B

24/7 SOBRIETY SYSTEMS LLC 24/7 Program Agreement Terms and Conditions

1. Licensed Technology.

1.1 *No Right to Sublicense.* For avoidance of doubt, the licenses granted to OPERATOR hereunder do not permit OPERATOR to sublicense the Licensed Technology to any third party.

1.2 *Obligations of 24/7 SOBRIETY SYSTEMS LLC.* So long as the Software is hosted on servers maintained by 24/7 SOBRIETY SYSTEMS LLC (i.e., thin client mode of operation), then 24/7 SOBRIETY SYSTEMS LLC will (i) routinely backup all OPERATOR Content; (ii) use industry standard security measures to maintain OPERATOR'S authorized users' login information (e.g., User IDs and passwords) for access to the Software in confidence and coordinate with OPERATOR on the creation and allocation of required user IDs and passwords; and (iii) not use OPERATOR Content for any purpose other than to provide support services. 24/7 SOBRIETY SYSTEMS LLC may access OPERATOR Content as necessary to identify or resolve technical problems or respond to complaints about the Software. 24/7 SOBRIETY SYSTEMS LLC will at all times use commercially reasonable efforts to maintain the confidentiality of OPERATOR Content.

1.3 *Limitations.* OPERATOR agrees to use the Licensed Technology solely for OPERATOR'S business purposes in connection with the operation of the 24/7 Program. Except as expressly permitted by this Agreement, OPERATOR shall not (i) permit any third parties to use the Software, (ii) process or permit to be processed the data of any other party, or (iii) use the Licensed Technology for the benefit of a third party or to develop a product that is similar to the Software or to operate a service bureau. OPERATOR shall not disassemble, de-compile or reverse engineer the Software. OPERATOR agrees that only 24/7 SOBRIETY SYSTEMS LLC shall have the right to alter, maintain, enhance or otherwise modify the Licensed Technology. OPERATOR may not use, copy, modify, or distribute the Licensed Technology (electronically or otherwise), or make any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by 24/7 SOBRIETY SYSTEMS LLC in writing or as expressly specified in the terms of this Agreement.

1.4 *Ownership.* 24/7 SOBRIETY SYSTEMS LLC shall have sole and exclusive ownership of all right, title, and interest in and to the Licensed Technology and all modifications and enhancements thereof, including without limitation, OPERATOR Improvements. This Agreement does not provide OPERATOR with any title or ownership of the Licensed Technology. OPERATOR shall have sole and exclusive ownership of all right, title, and interest in and to the OPERATOR Content.

1.5 *Disclosure.* During the Term, OPERATOR agrees to disclose to 24/7 SOBRIETY SYSTEMS LLC all OPERATOR Improvements, which shall be owned exclusively by 24/7 SOBRIETY SYSTEMS LLC. For the purpose of imparting technical information to 24/7 SOBRIETY SYSTEMS LLC regarding the OPERATOR Improvements, OPERATOR agrees: (i) to advise 24/7 SOBRIETY SYSTEMS LLC within sixty (60) days of the development of any OPERATOR Improvements; (ii) to permit 24/7 SOBRIETY SYSTEMS LLC' employees to make such inspections of the OPERATOR Improvements as are reasonably acceptable to OPERATOR; and (iii) to furnish 24/7 SOBRIETY SYSTEMS LLC with copies of drawings and other available technical data relative to all OPERATOR Improvements.

1.6 *Software Installation.* 24/7 SOBRIETY SYSTEMS LLC will use commercially reasonable efforts to install the Software necessary for the 24/7 Program promptly; however, 24/7 SOBRIETY SYSTEMS LLC will not be responsible for delays in installation caused by events or circumstances beyond its control or due to events under the reasonable control of OPERATOR.

1.7 *Access to Software.* OPERATOR shall maintain the confidentiality of user IDs and passwords and shall use all commercially reasonable efforts to ensure that the Software is accessed by authorized personnel of OPERATOR only.

1.8 *Use of Software.* OPERATOR understands and agrees that use of the Software by OPERATOR'S employees, contractors and agents is governed by the terms and conditions of this Agreement and is also governed by the "Terms of Use" and "Privacy Policy" attached hereto and incorporated herein as Attachments I and II, respectively. OPERATOR shall ensure that all such OPERATOR employees, contractors and agents comply with such "Terms of Use" and "Privacy Policy."

1.9 *Equipment.* OPERATOR shall utilize the Licensed Technology only with 24/7 SOBRIETY SYSTEMS LLC-approved equipment, which is to be operated in a careful and proper manner as contemplated by the manufacturer thereof and in compliance with all applicable laws, rules, and regulations and the terms of any manufacturer's warranty. OPERATOR is responsible for and will provide regularly scheduled electronic and mechanical maintenance of such equipment in accordance with 24/7 SOBRIETY SYSTEMS LLC or, if applicable, third party manufacturer's specifications. Such maintenance shall include without limitation, all required accuracy checks and calibration procedures. OPERATOR shall keep accurate and detailed logs and records regarding its use and maintenance of such equipment. 24/7 SOBRIETY SYSTEMS LLC shall have the right, but not the obligation, at all reasonable times to inspect such equipment and any related logs and records. Neither OPERATOR nor any third party may rely upon any such inspections by 24/7 SOBRIETY SYSTEMS LLC and 24/7 SOBRIETY SYSTEMS LLC shall not be obligated to inform OPERATOR or any third party of the result of any such inspection.

2. Payment; Taxes; Recordkeeping; Audit Rights.

2.1 *Payment Terms.* The initial payment of Zero Dollars [\$0.00] shall be payable upon execution of this Agreement. All other Program Fees are payable on a monthly basis within forty-five (45) days after the conclusion of each calendar month's operations in accordance with the amounts as set forth in Schedule A. All Program Fees are payable without setoff, deduction, counterclaim, recoupment or defense of any kind or nature. If such Program Fees are not timely paid and such delinquent payments are not made within ten (10) days of written notice by 24/7 SOBRIETY SYSTEMS LLC of such delinquency, OPERATOR will be deemed in material breach of this Agreement. Interest shall accrue at 1.5% per month (which shall not constitute an election of remedy by 24/7 SOBRIETY SYSTEMS LLC). Together with each such payment, OPERATOR shall provide a written statement indicating the number of Test Events created at each Site.

2.2 *Taxes and Other Fees.* Program Fees are net upon receipt of invoice, and exclusive of all sales, use, excise or other taxes. OPERATOR shall pay all federal, state, municipal, sales, use, excise, personal property or other taxes, assessments and charges, together with late fees or penalties thereon, now or hereafter assessed and/or levied against use of the Software or Services, except for taxes on 24/7 SOBRIETY SYSTEMS LLC's income, and shall prepare and file all related tax returns and filings.

2.3 *Record Keeping.* OPERATOR must keep appropriate, complete, true and accurate records (in accordance with generally accepted management accounting practices with clear audit trails) of all matters connected with the Program Fees payable hereunder at its principal place of business. OPERATOR will also keep proper books of account relating to the fees payable to 24/7 SOBRIETY SYSTEMS LLC under this Agreement, containing such correct entries complete in every particular as may be necessary to enable the amounts due to 24/7 SOBRIETY SYSTEMS LLC to be conveniently ascertained and audited. At 24/7 SOBRIETY SYSTEMS LLC's written request, OPERATOR will at all reasonable times make available to an independent certified public accountant selected by 24/7 SOBRIETY SYSTEMS LLC and reasonably acceptable to OPERATOR such records and books of account. OPERATOR will give such independent certified public accountant all reasonable assistance, access and facilities necessary, as well as access to appropriate accounting, business, technical, manufacturing and sales personnel to ask questions, to enable such independent certified public accountant to review the records and books. Information acquired or learned by such independent certified public accountant shall be treated as Confidential Information of OPERATOR.

2.4 *Discrepancy.* If any audit conducted by 24/7 SOBRIETY SYSTEMS LLC hereunder reveals that any amounts to be paid are outstanding, OPERATOR must immediately pay those amounts to 24/7 SOBRIETY SYSTEMS LLC. If the audit identifies any overpayment of fees to 24/7 SOBRIETY SYSTEMS LLC then OPERATOR may deduct the amount of such overpayment from future fees to be paid to 24/7 SOBRIETY SYSTEMS LLC.

3. Warranties.

3.1 *Mutual Warranties.* Each Party represents and warrants to the other Party that: (i) it has full power and authority to enter into, and to perform its obligations under this Agreement; (ii) it has taken all necessary action to authorize the execution, delivery and performance of this Agreement; and (iii) this Agreement constitutes its legal, valid and binding obligations.

3.2 *Software.* For the Software Warranty Period, 24/7 SOBRIETY SYSTEMS LLC warrants that the Software, when used as permitted under this Agreement and in accordance with its intended purpose (i) shall operate substantially as described in the Specifications; and (ii) shall not corrupt any data entered into the Software. 24/7 SOBRIETY SYSTEMS LLC shall, at its own expense and as its sole obligation and OPERATOR'S exclusive remedy for any breach of this warranty, use commercially reasonable efforts to fix or replace, at its option, any defective Software which 24/7 SOBRIETY SYSTEMS LLC has determined to be under warranty after receipt of written notice as to such warranty claim from OPERATOR within the Software Warranty Period or, if 24/7 SOBRIETY SYSTEMS LLC determines that it is unable to correct a material defect, OPERATOR may terminate this Agreement, return the affected Software and receive a refund of the fees paid for the affected Software. Any defect correction provided to OPERATOR will not extend the original Software Warranty Period. 24/7 SOBRIETY SYSTEMS LLC does not warrant that the Software will run properly on all hardware, that the operation of the Software will be uninterrupted or completely error free, or that all Software errors or defects will be corrected.

3.3 *System Downtime.* Any downtime associated with upgrades and maintenance to the Software will be pre-announced via email communication or other mutually agreed means. Upgrades and maintenance will be performed during non-business hours (between 11 pm and 8 am central time). Upgrades and maintenance may take several hours to complete, during which time the Software will not be available. Excluding scheduled maintenance and connectivity failures beyond 24/7 SOBRIETY SYSTEMS LLC's reasonable control, 24/7 SOBRIETY SYSTEMS LLC shall use all commercially reasonable efforts to maintain system uptime of at least 99%. 24/7 SOBRIETY SYSTEMS LLC shall have no liability of any kind with regard to any period of time during which the 24/7 Program is unable to operate due to failures caused by OPERATOR or failures caused by reasons outside 24/7 SOBRIETY SYSTEMS LLC's reasonable control.

3.4 *Services.* 24/7 SOBRIETY SYSTEMS LLC warrants for Services provided hereunder that the recommendations and performance of the applicable personnel will reflect competent professional knowledge and judgment consistent with industry standards.

3.5 *Disclaimers.*

(a) EXCEPT AS EXPRESSLY SET FORTH HEREIN, 24/7 SOBRIETY SYSTEMS LLC MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED OR STATUTORY IN RESPECT OF THE LICENSED TECHNOLOGY OR THE SERVICES TO BE PERFORMED HEREUNDER OR OTHER GOODS PROVIDED IN CONNECTION THEREWITH, AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WORKMANLIKE CONDUCT. OPERATOR HEREBY CONFIRMS THAT IT IS NOT PLACING ANY RELIANCE ON ANY COVENANT, REPRESENTATION OR WARRANTY OF 24/7 SOBRIETY SYSTEMS LLC, WHETHER ORAL OR IN WRITING, EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN. THIS AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO OPERATOR CONCERNING THE PERFORMANCE BY 24/7 SOBRIETY SYSTEMS LLC. THE LICENSED TECHNOLOGY OR ANY PART THEREOF, RELATING TO THE GOODS OR SERVICES PROVIDED HEREUNDER AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN, 24/7 SOBRIETY SYSTEMS LLC WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO OPERATOR UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY OR OTHERWISE FOR ANY OTHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR CLAIMS OF OPERATOR.

(b) 24/7 SOBRIETY SYSTEMS LLC DOES NOT WARRANT ANY EQUIPMENT, COMPUTER HARDWARE, COMPUTER SOFTWARE, OR PARTS OR COMPONENTS THEREOF, NOT

DESIGNED AND/OR MANUFACTURED BY 24/7 SOBRIETY SYSTEMS LLC. WARRANTIES, IF ANY, ON SUCH EQUIPMENT, COMPUTER HARDWARE, COMPUTER SOFTWARE, PARTS AND COMPONENTS SHALL BE THOSE OF THE ORIGINAL MANUFACTURERS THEREOF.

(c) Other than with respect to the Licensed Technology and Services to be provided pursuant to (and subject to) the terms of this Agreement, OPERATOR understands that it is solely responsible for providing all equipment, facilities, utilities, internet access and other properties, services and personnel which are fit and sufficient to allow OPERATOR to access and utilize the functionality of the 24/7 Program. For the avoidance of doubt, 24/7 SOBRIETY SYSTEMS LLC makes no representation or warranty, and undertakes no covenant, obligation or liability with respect to (i) any such other equipment, facilities, utilities, internet access and other properties, services and personnel not provided by 24/7 SOBRIETY SYSTEMS LLC under this Agreement, (ii) any use or operation of the Licensed Technology other than pursuant to this Agreement or as expressly directed by 24/7 SOBRIETY SYSTEMS LLC, (iii) any combination of the Licensed Technology with any other equipment, facilities, systems or properties of OPERATOR, or (iv) any training provided within OPERATOR'S organization other than in strict accordance with the Training Materials.

4. Indemnification; Infringement Claims.

4.1 *Indemnification by OPERATOR.* DELETED.

4.2 *Infringement Claims.*

(a) If, as a result of any claim of infringement against any patent, U.S. copyright, or other intellectual property right, 24/7 SOBRIETY SYSTEMS LLC or OPERATOR is enjoined from using the Software, or if 24/7 SOBRIETY SYSTEMS LLC reasonable believes that the Software is likely to become the subject of a claim of infringement, 24/7 SOBRIETY SYSTEMS LLC, at its option and expense, may either (i) procure the right for OPERATOR to continue to use the Software, (ii) replace or modify the Software so that it becomes non-infringing and remains functionally equivalent, or (iii) terminate this Agreement, accept a return of the Software and give OPERATOR a refund of the fees paid by OPERATOR less a reasonable allowance for the period of time OPERATOR used the Software.

(b) 24/7 SOBRIETY SYSTEMS LLC shall have no obligations under this Section 4.2 or otherwise if the infringement claim arises from (i) OPERATOR'S combination with or in addition to products, equipment, software or data not supplied or recommended in writing by 24/7 SOBRIETY SYSTEMS LLC, where the alleged infringement would not exist but for such combination, (ii) any modification of the Software by any person other than 24/7 SOBRIETY SYSTEMS LLC, (iii) any modifications made in whole or in part in accordance with OPERATOR'S specifications, (iv) any use of the Software not in accordance with this Agreement or for purposes not intended by 24/7 SOBRIETY SYSTEMS LLC, or (v) where OPERATOR continues the allegedly infringing activity after being notified thereof and provided modifications that would have avoided the alleged infringement.

(c) This Section 4.2 states the entire liability of 24/7 SOBRIETY SYSTEMS LLC and OPERATOR'S sole and exclusive remedy for infringement claims and actions.

5. Confidentiality.

5.1 *Nondisclosure and Use.* OPERATOR acknowledges and agrees that Confidential Information of 24/7 SOBRIETY SYSTEMS LLC is proprietary to 24/7 SOBRIETY SYSTEMS LLC and constitutes a valuable trade secret, and agrees, for itself and its subsidiaries or affiliates and their respective officers, employees, advisers, agents or representatives, that it and they: (i) will retain in strict confidence and not disclose to any other person or entity any Confidential Information received from, or belonging to, 24/7 SOBRIETY SYSTEMS LLC; and (ii) will not use any Confidential Information of 24/7 SOBRIETY SYSTEMS LLC for its own direct or indirect commercial or other benefit or in any way other than as permitted by this Agreement.

5.2 *Exceptions.* Notwithstanding the foregoing, OPERATOR may disclose Confidential Information without breach of this Section 5: (i) pursuant to the order or requirement of a court, administrative agency or other

governmental body, provided that OPERATOR promptly informs 24/7 SOBRIETY SYSTEMS LLC such disclosure is required, takes reasonable steps to limit such disclosure and does not inhibit 24/7 SOBRIETY SYSTEMS LLC in taking whatever lawful steps 24/7 SOBRIETY SYSTEMS LLC considers necessary to attempt to preserve the confidentiality of such information; or (ii) to its attorneys and accountants who have been and will be instructed to maintain its confidentiality; provided that OPERATOR shall be liable for any unauthorized disclosure of Confidential Information by any such person.

5.3 *Exclusions.* The obligations of confidentiality under this Section 5 shall not apply to information which is or hereafter becomes publicly available through no fault of the OPERATOR (but only after, and only to the extent that, it becomes publicly available), or which the OPERATOR can show was known to it at the time of disclosure, free of an obligation of confidence to 24/7 SOBRIETY SYSTEMS LLC. Specific information disclosed to OPERATOR shall not be deemed to be within the foregoing exceptions merely because it is embraced by general disclosures in the public domain or in the possession of OPERATOR.

6. Term and Termination.

6.1 *Term.* This Agreement shall commence on October 1, 2022 and shall continue for the Initial Term, unless sooner terminated as provided below.

6.2 *Termination by 24/7 SOBRIETY SYSTEMS LLC.* Notwithstanding anything contained herein to the contrary, this Agreement may be terminated at any time by 24/7 SOBRIETY SYSTEMS LLC as set forth below. Termination of this Agreement shall not (i) relieve OPERATOR of its obligations to pay any applicable fees, charges and sums due hereunder or (ii) limit 24/7 SOBRIETY SYSTEMS LLC from pursuing any other remedies available to it.

(a) If OPERATOR fails to pay any sums of money due under this Agreement when due and such payment has not been received by 24/7 SOBRIETY SYSTEMS LLC within ten (10) days following the OPERATOR'S receipt of written notice of such failure to pay, then 24/7 SOBRIETY SYSTEMS LLC may terminate this Agreement, with immediate effect upon written notice to OPERATOR.

(b) If OPERATOR breaches any material provision of this Agreement, and such breach is not cured within thirty (30) days following the OPERATOR'S receipt of written notice of such breach from 24/7 SOBRIETY SYSTEMS LLC, or if such breach cannot be cured within such thirty (30) day period OPERATOR fails to commence the cure within such thirty (30) day period or thereafter fails to diligently prosecute such cure, then 24/7 SOBRIETY SYSTEMS LLC may terminate this Agreement, with immediate effect upon written notice to OPERATOR.

(c) If during any continuous three (3) month period, OPERATOR fails to conduct on average at least fifty (50) Test Events per month, then 24/7 SOBRIETY SYSTEMS LLC may, at its option, terminate this Agreement effective upon thirty (30) days written notice to OPERATOR.

(d) 24/7 SOBRIETY SYSTEMS LLC shall have the right to immediately terminate this Agreement without notice if OPERATOR breaches Section 1 or Section 5, or otherwise misuses the Licensed Technology or the Confidential Information in contravention of this Agreement.

(e) 24/7 SOBRIETY SYSTEMS LLC shall have the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days written notice to OPERATOR.

6.3 *Termination by OPERATOR.* In the event 24/7 SOBRIETY SYSTEMS LLC shall be in breach or default of any of the terms, conditions, or covenants of this Agreement, and such breach or default shall continue for a period of ninety (90) days after the receipt of OPERATOR'S written notice to 24/7 SOBRIETY SYSTEMS LLC setting forth 24/7 SOBRIETY SYSTEMS LLC'S breach due to 24/7 SOBRIETY SYSTEMS LLC'S failure to employ commercially reasonable efforts commensurate with industry standards to remedy such breach or default, then in addition to all other rights and remedies of law or equity or otherwise, OPERATOR shall have the right to terminate this Agreement.

6.4 *Effect of Expiration or Termination.* Upon expiration or termination of this Agreement in accordance with the terms hereof:

(a) OPERATOR shall immediately discontinue using the Licensed Technology.

(b) OPERATOR, upon request of 24/7 SOBRIETY SYSTEMS LLC, at its own cost and expense, immediately deliver to 24/7 SOBRIETY SYSTEMS LLC any and all Confidential Information (as hereinafter defined) in its possession or under its control (without retention of any copies, notes or excerpts) unless instructed by 24/7 SOBRIETY SYSTEMS LLC in writing to destroy all or any part of such materials, in which case OPERATOR shall immediately destroy the materials as to which the instruction is given, and certify the same to 24/7 SOBRIETY SYSTEMS LLC in writing.

(c) Notwithstanding the expiration or termination of this Agreement, the provisions regarding any payment due and owing to 24/7 SOBRIETY SYSTEMS LLC, together with Sections 1.4, 1.5, 2, 3.5, 4, 5, 6.4 and 7 (including all applicable subsections) will each survive such expiration or termination.

7. Miscellaneous.

7.1 *Assignment.* This Agreement may not be assigned by OPERATOR (by operation of law, merger, acquisition, consolidation or otherwise) without the prior written consent of 24/7 SOBRIETY SYSTEMS LLC. Any attempted assignment which is expressly prohibited by this Agreement shall be null and void. This Agreement is solely for the benefit of the Parties hereto and shall confer no rights or benefits to any third parties.

7.2 *Notices.* Any notice or other communication required by this Agreement shall be made in writing and given by prepaid, first class, certified mail, return receipt requested, and shall be deemed to have been served on the date received by the addressee at the addresses set forth herein or such other address as may from time to time be designated to the other Party in writing.

7.3 *Remedies.* **DELETED.**

7.4 *Governing Law.* The validity, construction and performance of this Agreement, shall be governed by and interpreted in accordance with the laws of the State of Wyoming without application of its choice of law rules.

7.5 *Waiver.* No waiver by either Party, express or implied, of any breach of any term, condition, or obligation of this Agreement by the other Party shall be construed as a waiver of any subsequent breach of any term, condition, or obligation of this Agreement, whether of the same or different nature.

7.6 *Relationship of the Parties.* This Agreement does not create a relationship of employment, agency, joint venture or partnership between the Parties. A Party must not represent itself, and must ensure its personnel do not represent themselves, as being employees, partners, joint venturers or agents of the other Party; or having any authority to act on behalf of the other Party or to bind the other Party to any course of action.

7.7 *Entire Agreement; Amendment.* This Agreement, including the Addendum set forth in Exhibit C, constitutes the entire understanding and agreement between the Parties, and supersedes all previous agreements (whether written or oral) concerning the subject matter hereof. This Agreement shall not be modified, amended, or supplemented except by a written document executed by both Parties.

7.8 *Headings.* The headings in this document are for information purposes only and are not meant to have any legal effect in interpreting this document.

7.9 *Severability.* The invalidity or unenforceability of any paragraph or provision of this document shall not affect the validity or enforceability of any one or more of the other paragraphs or provisions.

7.10 *Attorney's Fees.* **DELETED.**

7.11 *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which together shall constitute a single agreement.

7.12 *Further Assurances.* At any time or from time to time, OPERATOR shall, at the request and expense of 24/7 SOBRIETY SYSTEMS LLC, execute and deliver or cause to be delivered, all such consents, documents, assignments or further instruments, and take or cause to be taken all such actions, as 24/7 SOBRIETY SYSTEMS LLC may reasonably deem necessary or desirable in connection with the transfer, assignment and protection of OPERATOR Improvements.

Exhibit C

Addendum
Wyoming General Conditions

This Exhibit C, Wyoming General Conditions, supplements and replaces terms and conditions contained in "24/7 PROGRAM AGREEMENT BETWEEN THE WYOMING ATTORNEY GENERAL'S OFFICE AND 24/7 SOBRIETY SYSTEMS, LLC" 24/7 Program Agreement, General Form – No Equipment 100123, dated October 1, 2023, (collectively referred to as "Agreement") entered into between 24/7 SOBRIETY SYSTEMS LLC and the State of Wyoming ("State"). In the event of any inconsistencies between the terms and conditions contained in the Agreement and this Exhibit C, the terms and conditions in this Exhibit C shall control and shall supersede and replace the terms contained in the Agreement.

The following provisions contained in the Agreement are deleted: Exhibit B, Terms and Conditions, Sections 4.1 "Indemnification by Operator"; 7.3 "Remedies"; and 7.10 "Attorney's Fees." Attachment I, Terms of Use, Section 13. "Indemnification; Hold Harmless."

The following General Provisions are made part of the Agreement:

General Provisions

- A. **Amendments.** Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. **Assignment Prohibited and Agreement Shall Not be Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Agreement without the prior written consent of the other party. 24/7 SOBRIETY SYSTEMS LLC shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the State.
- D. **Audit and Access to Records.** The State and its representatives shall have access to any books, documents, papers, electronic data, and records of the 24/7 SOBRIETY SYSTEMS LLC which are pertinent to this Agreement. 24/7 SOBRIETY SYSTEMS LLC shall, immediately upon receiving written instruction from the State, provide to any independent auditor, accountant, or accounting firm, all books, documents, papers and records of 24/7 SOBRIETY SYSTEMS LLC which are pertinent to this Agreement. 24/7 SOBRIETY SYSTEMS LLC shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the State.
- E. **Availability of Funds.** Each payment obligation of the State is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation and which may be limited for any reason including, but not limited to, congressional, legislative, gubernatorial, or administrative action. If funds are not allocated and available for the continuance of the services performed by 24/7 SOBRIETY SYSTEMS LLC, the Agreement may be terminated by the State at the end of the period for which the funds are available. The State shall notify 24/7 SOBRIETY SYSTEMS LLC at the earliest possible time of the services which will or may be affected by a shortage of funds. Any outstanding payment obligations that exist at the time 24/7 SOBRIETY SYSTEMS LLC is notified that funds will not be available for future obligations, are

due and payable. No penalty shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

- F. **Compliance with Laws.** 24/7 SOBRIETY SYSTEMS LLC shall keep informed of and comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement.
- G. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and any other work provided to or produced by 24/7 SOBRIETY SYSTEMS LLC in the performance of this Agreement shall be kept confidential by 24/7 SOBRIETY SYSTEMS LLC unless written permission is granted by the State for its release. If and when 24/7 SOBRIETY SYSTEMS LLC receives a request for information subject to this Agreement, 24/7 SOBRIETY SYSTEMS LLC shall notify the State within ten (10) days of such request and shall not release such information to a third party unless directed to do so by the State.
- H. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantining restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- I. **Indemnification.** Each party shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.
- J. **Independent Contractor.** 24/7 SOBRIETY SYSTEMS LLC shall function as an independent contractor for the purposes of this Agreement, and shall not be considered an employee of the State of Wyoming for any purpose. 24/7 SOBRIETY SYSTEMS LLC shall assume sole responsibility for any debts or liabilities that may be incurred by 24/7 SOBRIETY SYSTEMS LLC in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing 24/7 SOBRIETY SYSTEMS LLC or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming, or to incur any obligation of any kind on the behalf of the State of Wyoming. 24/7 SOBRIETY SYSTEMS LLC agrees that no health or hospitalization benefits, workers' compensation or similar benefits available to State of Wyoming employees will inure to the benefit of 24/7 SOBRIETY SYSTEMS LLC or the 24/7 SOBRIETY SYSTEMS LLC' agents or employees as a result of this Agreement.
- K. **Kickbacks.** 24/7 SOBRIETY SYSTEMS LLC certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If 24/7 SOBRIETY SYSTEMS LLC breaches or violates this warranty, the State may, at its discretion, terminate this Agreement without liability to the State, or deduct from the Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.
- L. **Nondiscrimination.** 24/7 SOBRIETY SYSTEMS LLC shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans With Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.

- M. Notice of Sale or Transfer.** 24/7 SOBRIETY SYSTEMS LLC shall provide the State with notice of any sale, transfer, or consolidation of the assets of 24/7 SOBRIETY SYSTEMS LLC. Such notice shall be provided in accordance with the notices provision of this Agreement and, when possible and lawful, in advance of the transaction. If the State determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of 24/7 SOBRIETY SYSTEMS LLC's obligations under this Agreement, then the State may, at its discretion, terminate or renegotiate the Agreement.
- N. Patent or Copyright Protection.** 24/7 SOBRIETY SYSTEMS LLC recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that no work performed by 24/7 SOBRIETY SYSTEMS LLC or its subcontractors will violate any such restriction. 24/7 SOBRIETY SYSTEMS LLC shall defend and indemnify the State for any violation or alleged violation of such patent, trademark, copyright, license or other restrictions.
- O. Prior Approval.** This Agreement shall not be binding upon either party, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-3204(b)(iv).
- P. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming expressly reserves sovereign immunity by entering into this Agreement and specifically retains all immunities and defenses available to it as a sovereign. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to agree to certain terms and conditions supplied by 24/7 SOBRIETY SYSTEMS LLC, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement, or in any attachments or documents incorporated by reference, or in any unilaterally modified terms, will not be binding on the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

Attachment I

24/7 PROGRAM TERMS OF USE

You are about to log into the 24/7 SOBRIETY SYSTEMS LLC, ("24/7 SOBRIETY SYSTEMS LLC," "we," "us," or "our") hosted software application (the "24/7 Site") for configuring, managing and inputting data in connection with the 24/7 Program. To access the 24/7 Site, you must at all times agree to and comply with these Terms of Use ("Terms" or "Agreement"). This Agreement is a legal contract between you, either an individual of at least 18 years of age or a single company, organization, or entity ("you," "User," "Administrator" or, collectively, "Users" or "Administrators"), and 24/7 SOBRIETY SYSTEMS LLC regarding your use of the 24/7 Site. The services hereunder are offered by 24/7 SOBRIETY SYSTEMS LLC, located at: 2081 Craig Rd., St. Louis, MO 63146.

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE. BY ACCESSING OR USING THE 24/7 SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS, INCLUDING ANY ADDITIONAL GUIDELINES, AND ANY FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS"). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, THEN YOU MUST TERMINATE YOUR USE OF THE 24/7 SITE. THE 24/7 SITE IS MADE AVAILABLE UNDER A MASTER 24/7 PROGRAM AGREEMENT (THE "MASTER AGREEMENT") BETWEEN 24/7 SOBRIETY SYSTEMS LLC AND THE COMPANY, ENTITY, OR ORGANIZATION (COLLECTIVELY, THE "SUBSCRIBING ORGANIZATION") THAT IS RESPONSIBLE FOR THE CREATION AND ADMINISTRATION OF THE 24/7 PROGRAM. YOU REPRESENT AND WARRANT THAT YOU:

- (I) ARE AN AUTHORIZED REPRESENTATIVE OF THE SUBSCRIBING ORGANIZATION;
- (II) HAVE READ THE FOREGOING TERMS;
- (III) UNDERSTAND THESE TERMS, AND
- (IV) AGREE TO THESE TERMS.

1. Privacy. The Privacy Policy for the 24/7 Site is hereby incorporated into these Terms by reference. Please read this policy carefully for details relating to the collection, use, storage and disclosure of information by 24/7 SOBRIETY SYSTEMS LLC and through the 24/7 Site. To the extent that your use of the 24/7 Site enables you to access information that is collected, used or disclosed via the 24/7 Site, you agree to only access and process such information in accordance with these Terms and the 24/7 SOBRIETY SYSTEMS LLC Privacy Policy unless or except to the extent you possess other more permissive rights in such information.

2. Specific Aspects and Features. When using the 24/7 Site, you will be subject to any additional posted guidelines or rules applicable to specific aspects or features of the 24/7 Site which may be posted from time to time (the "Guidelines"). All such Guidelines are hereby incorporated by reference into the Terms.

3. Modification of the Terms. 24/7 SOBRIETY SYSTEMS LLC reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms at any time. You agree to review these Terms and any Guidelines periodically for changes. Your continued use of the 24/7 Site after the posting of changes constitutes your binding acceptance of such changes. If any such revision is unacceptable to you, your only remedy is to terminate this Agreement and your use of the 24/7 Site. For any material changes to these Terms, such amended terms will automatically be effective thirty days after they are initially posted on the 24/7 Site.

4. Customer Service; Customer Communications and Notice. Please email support@intoxitrack.net for further assistance. Under these Terms, you consent to receive communications from 24/7 SOBRIETY SYSTEMS LLC electronically. We will communicate with you by email or by posting notices on the 24/7 Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

5. Eligibility. THE 24/7 SITE IS NOT AVAILABLE TO PERSONS UNDER 18 YEARS OF AGE OR TO ANY USERS PREVIOUSLY SUSPENDED OR REMOVED FROM THE 24/7 SITE BY 24/7 SOBRIETY SYSTEMS LLC. BY CLICKING THE "I ACCEPT" BUTTON OR BY OTHERWISE SUBSCRIBING TO OR USING THE 24/7 SITE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE.

6. The 24/7 Site Accounts.

6.1 Administrator Accounts. In order to use the 24/7 Site, an account must be created on your behalf ("Administrator Account"). You agree to provide true, accurate, current, and complete information in connection with the creation of your Administrator Account. You further agree to maintain and update your personal information as needed to keep it true, accurate, current, and complete. You are solely responsible for maintaining the confidentiality of your user ID and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your Administrator Account. If you have reason to believe that your Administrator Account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your user ID or password), you agree to immediately notify 24/7 SOBRIETY SYSTEMS LLC. You will be liable for the losses incurred by 24/7 SOBRIETY SYSTEMS LLC or others due to any unauthorized use of your Administrator Account or any Administrator Account created by you.

6.2 Master Administrator Accounts. Some Administrator Accounts grant their owners certain options to determine the degree of access and control of the 24/7 Site by other Administrators ("Master Administrator Accounts"). Each Master Administrator Account owner ("Master Administrator") may designate other individuals as additional and/or successor Administrators, and is responsible for confirming that any such individuals are authorized to receive and accept such responsibility. Upon becoming a Master Administrator, each such person will be deemed to agree to the obligations hereunder. Master Administrator Accounts must comply in all respects with Section 6.1 above. MASTER ADMINISTRATORS ARE FULLY AND SOLELY RESPONSIBLE FOR ALL ACTIVITY OCCURRING UNDER THEIR MASTER ADMINISTRATOR ACCOUNT AND ALL ADMINISTRATOR ACCOUNTS STEMMING FROM THEIR MASTER ADMINISTRATOR ACCOUNTS.

6.3 Account Information. You acknowledge and agree that 24/7 SOBRIETY SYSTEMS LLC may access, preserve and disclose your Administrator Account information and related contents if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that your use of the 24/7 Site violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of 24/7 SOBRIETY SYSTEMS LLC, its users, or the public.

7. Restrictions - WHEN USING THE 24/7 SITE YOU AGREE NOT TO:

7.1 Use the 24/7 Site for any purpose that is unlawful or is otherwise prohibited by these Terms;

7.2 Use the 24/7 Site in any manner that in our sole discretion could damage, disable, overburden, or impair it or interfere with any other party's use of the 24/7 Site;

7.3 Attempt to gain unauthorized access to the 24/7 Site, other Administrator Accounts, computer systems or networks connected to the 24/7 Site, or any part of them, through hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the 24/7 Site or any activities conducted on the 24/7 Site;

7.4 Modify the 24/7 Site in any manner or form, or use modified versions of the 24/7 Site, including (without limitation) for the purpose of obtaining unauthorized access to the 24/7 Site;

7.5 Use any robot, spider, scraper, or other automated means to access the 24/7 Site for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the 24/7 Site;

7.6 Impersonate another person or access another User's account without that person's permission or to violate any contractual or fiduciary relationships;

7.7 Share 24/7 SOBRIETY SYSTEMS LLC-issued passwords with any third party or encourage any other User to do so;

7.8 Modify, adapt, translate or create derivative works based upon the 24/7 Site;

7.9 Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the 24/7 Site;

7.10 Rent, lease, loan, resell, sublicense, distribute or otherwise transfer the 24/7 Site to any third party or use the 24/7 Site for any purpose other than your own internal personal or business use or to provide time sharing or similar services for any third party, unless authorized to do so in writing by 24/7 SOBRIETY SYSTEMS LLC; or

7.11 Remove, circumvent, disable, damage or otherwise interfere with security-related features of the 24/7 Site, or features that enforce limitations on use of the 24/7 Site.

8. Violations; Termination. You agree that 24/7 SOBRIETY SYSTEMS LLC may terminate any Administrator Account we determine, in our sole discretion, to have violated any term of this Agreement. You agree that any such termination of your access to the 24/7 Site or any account you may have or portion thereof may be affected without prior notice, and you agree that 24/7 SOBRIETY SYSTEMS LLC will not be liable to you or any third-party for such termination. Any suspected fraudulent, abusive, or illegal activity on the 24/7 Site may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies 24/7 SOBRIETY SYSTEMS LLC may have at law or in equity.

9. Ownership; Proprietary Rights. The 24/7 Site is owned and operated by 24/7 SOBRIETY SYSTEMS LLC. The visual interfaces, graphics, design, compilation, information, computer code, products, software, services, and all other elements of the 24/7 Site, with the exception of data you enter into the 24/7 Site ("Materials") are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any technology licensed by 24/7 SOBRIETY SYSTEMS LLC, which is owned by and provided by our third-party licensors, all Materials contained in the 24/7 Site are the property of 24/7 SOBRIETY SYSTEMS LLC or its subsidiaries or affiliated companies. All trademarks, service marks, and trade names are proprietary to 24/7 SOBRIETY SYSTEMS LLC or its affiliates and/or third-party licensors. Except as expressly authorized by 24/7 SOBRIETY SYSTEMS LLC, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials.

10. Third-Party Sites. The 24/7 Site may call the servers of other web sites or services solely at the direction of and as a convenience to Users ("Third-party Sites"). 24/7 SOBRIETY SYSTEMS LLC makes no express or implied warranties with regard to the content, products, or services that are contained on or accessible through Third-party Sites. ACCESS AND USE OF THIRD-PARTY SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON SUCH SITES OR AVAILABLE THROUGH SUCH SITES, IS SOLELY AT YOUR OWN RISK.

11. Disclaimers; No Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THE MASTER AGREEMENT, THE 24/7 SITE AND ANY THIRD-PARTY DATA, SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE 24/7 SITE ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS, IMPLIED OR STATUTORY. EXCEPT AS EXPRESSLY SET FORTH IN THE MASTER AGREEMENT, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, 24/7 SOBRIETY SYSTEMS LLC, ITS SUPPLIERS, LICENSORS, AND PARTNERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. EXCEPT AS EXPRESSLY SET FORTH IN THE MASTER AGREEMENT, 24/7 SOBRIETY SYSTEMS LLC, ITS SUPPLIERS, LICENSORS, AND PARTNERS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE 24/7 SITE AND THE USE OR THE RESULTS OF THE USE OF THE 24/7 SITE WILL BE EFFECTIVE, ACCURATE, UNINTERRUPTED OR ERROR-FREE, THAT THE 24/7 SITE WILL MEET YOUR REQUIREMENTS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE 24/7 SITE OR THE SERVER THAT MAKES THEM AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. 24/7

SOBRIETY SYSTEMS LLC WILL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE OR MAINTAIN ANY DATA YOU ENTER INTO THE 24/7 SITE.

12. **Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILL 24/7 SOBRIETY SYSTEMS LLC OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOSSES OR LIABILITY RESULTING FROM LOSS OF DATA, LOSS OF REVENUE, ANTICIPATED PROFITS, OR LOSS OF BUSINESS OPPORTUNITY) THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE 24/7 SITE, OR ANY OTHER INTERACTIONS WITH 24/7 SOBRIETY SYSTEMS LLC, EVEN IF 24/7 SOBRIETY SYSTEMS LLC OR A 24/7 SOBRIETY SYSTEMS LLC AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH IN THE MASTER AGREEMENT, IN NO EVENT WILL 24/7 SOBRIETY SYSTEMS LLC OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE 24/7 SITE, (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE 24/7 SITE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO YOUR CLAIM OR FIVE HUNDRED DOLLARS, WHICHEVER IS GREATER. YOU ACKNOWLEDGE AND AGREE THAT 24/7 SOBRIETY SYSTEMS LLC HAS OFFERED ITS PRODUCTS AND SERVICES AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE DISCLAIMERS OF WARRANTY AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT A CONTRACT REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS).

13. **Indemnification; Hold Harmless.** DELETED.

14. **Miscellaneous.**

14.1 **Notice.** 24/7 SOBRIETY SYSTEMS LLC may provide you with notices by email, regular mail or postings on the 24/7 Site. Notice will be deemed given twenty-four hours after email is sent, unless 24/7 SOBRIETY SYSTEMS LLC is notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the 24/7 Site. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the 24/7 Site is deemed given thirty (30) days following the initial posting.

14.1 **Waiver.** The failure of 24/7 SOBRIETY SYSTEMS LLC to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by 24/7 SOBRIETY SYSTEMS LLC.

14.3 **Governing Law.** These Terms will be governed by and construed in accordance with the laws of the State of Wyoming, without giving effect to any principles of conflicts of law.

14.4 **Severability.** If any provision of these Terms or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

14.5 **Assignment.** These Terms and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by 24/7 SOBRIETY SYSTEMS LLC without restriction.

14.6 **Survival.** Upon termination of these Terms, any provision which, by its nature or express terms should survive, shall survive such termination or expiration, including, but not limited to, Sections 1, 3, 4, 6, and 7 through 14 herein.

14.7 Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

14.8 Claims. YOU AND 24/7 SOBRIETY SYSTEMS LLC AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE 24/7 SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

The remainder of this page was intentionally left blank.

Attachment II

24/7 PROGRAM PRIVACY POLICY

Welcome to the 24/7 SOBRIETY SYSTEMS LLC, ("24/7 SOBRIETY SYSTEMS LLC," "we," "us," or "our") 24/7 Program platform (the "24/7 Site"). 24/7 SOBRIETY SYSTEMS LLC values the privacy of all users of the 24/7 Site, and has created this Privacy Policy to explain how 24/7 SOBRIETY SYSTEMS LLC collects, stores, uses, and discloses information created through the use of the platform. By using the 24/7 Site, you expressly consent to the information handling practices described in this notice and otherwise represent and warrant that you have or will communicate this policy to affected individuals as appropriate or required by any applicable laws.

This Privacy Policy is incorporated into and is subject to the 24/7 Program Terms of Use ("Terms"). Your use of the 24/7 Site and any information you provide through the 24/7 Site are subject at all time to this Privacy Policy and the Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Terms.

1. Information 24/7 SOBRIETY SYSTEMS LLC Collects:

- **Personally Identifiable Information:** You will enter what is generally called "personally identifiable" information (such as name, email address, postal mailing address, home/mobile telephone number, fingerprint) into the 24/7 Site ("Personal Information"). Administrators may enter the Personal Information of other individuals in connection with configuring and managing the interaction of such individuals ("Enrolled Individuals") with the 24/7 Program.
- **Configuration Information:** You will enter certain information other than Personal Information into the 24/7 Site related to configuration and management of the 24/7 Program;
- **Cookies Information:** When you access the 24/7 Site, we may send one or more cookies - small text files containing a string of alphanumeric characters- to your computer that will store certain information you enter into the 24/7 Site ("Cookies Information"). 24/7 SOBRIETY SYSTEMS LLC may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to the 24/7 Site. Persistent cookies can be removed. Please review your web browser "Help" file to learn the proper way to modify your cookie settings.
- **Logged Information:** When you access the 24/7 Site, we may automatically record certain information from your system by using different types of tracking technology ("Logged Information"). Logged Information may include Internet Protocol address ("IP Address"), a unique device or user ID, version of software installed, system type, the content and pages that you access on the 24/7 Site, and the dates and times that you visit the 24/7 Site.

2. How 24/7 SOBRIETY SYSTEMS LLC Uses Information:

- 24/7 SOBRIETY SYSTEMS LLC uses the information that you provide or that we collect to operate and provide all of the features and services of the 24/7 Site and the 24/7 Program.
- Except as otherwise provided for in the Terms and this Privacy Policy, 24/7 SOBRIETY SYSTEMS LLC shall only access your Personally Identifiable Information, and Configuration Information when directed to do so by you in connection with configuring the 24/7 Site and supporting your use of the 24/7 Site.
- We will use your email address, without further consent, for administrative communications such as notifying you of major the 24/7 Site updates or for customer service purposes.
- 24/7 SOBRIETY SYSTEMS LLC may use Configuration Information and Cookies Information in aggregate form such that you or your Subscribing Organization cannot be identified, to understand the usage trends and

preferences of the 24/7 Site users, to improve the 24/7 Site interface, and to create new features and functionality.

- 24/7 SOBRIETY SYSTEMS LLC may use "Cookies" information to: (a) remember your information so that you will not have to re-enter it during your visit or the next time you access the 24/7 Site; (b) monitor aggregate the 24/7 Site usage metrics such as total number of visitors and pages accessed; and (c) track your entries, submissions, and status in any promotions or other activities.

24/7 SOBRIETY SYSTEMS LLC only processes information for the purposes described in the Master Agreement, Terms and its Privacy Policy for specific services. In addition to the above, such purposes include:

Providing our products and services to users; Auditing, research and analysis in order to maintain, protect and improve our services; Ensuring the technical functioning of the 24/7 Site; and Developing new services.

3. When Your Information Is Disclosed:

- Except as otherwise provided herein or in the Terms, 24/7 SOBRIETY SYSTEMS LLC does not share your information with other organizations without your express consent.
- We may disclose your information to affiliated companies, or other businesses or persons to: provide the 24/7 Site hosting, maintenance, and security services; conduct data analysis and create reports; and assist 24/7 SOBRIETY SYSTEMS LLC in improving the 24/7 Site and creating new services features. We require that these parties process such information in compliance with this Privacy Policy, we authorize only a limited use of such information, and we require these parties to use reasonable confidentiality measures.
- 24/7 SOBRIETY SYSTEMS LLC may disclose information it collects if it believes such disclosure is required by law or including to respond to a court order, judicial or other government subpoena, or warrant. In some cases, we may be required to make such disclosures without providing notice to Users or others.
- 24/7 SOBRIETY SYSTEMS LLC also reserves the right to disclose information that we believe, in good faith, is appropriate or necessary to take precautions against liability; protect 24/7 SOBRIETY SYSTEMS LLC from fraudulent, abusive, or unlawful uses; to investigate and defend ourselves against third-party claims or allegations; to assist government enforcement agencies; to protect the security or integrity of the 24/7 Site; or to protect the rights, property, or personal safety of 24/7 SOBRIETY SYSTEMS LLC, users of the 24/7 Site, or others.

4. Data Security:

24/7 SOBRIETY SYSTEMS LLC uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of our systems and your personal information during transmission and storage. We cannot, however, ensure or warrant the security of any information you transmit to 24/7 SOBRIETY SYSTEMS LLC, and you do so at your own risk. We make no guarantee that your information may not be accessed, disclosed, altered, or destroyed by a breach of any of our physical, technical, or managerial safeguards. If 24/7 SOBRIETY SYSTEMS LLC learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. 24/7 SOBRIETY SYSTEMS LLC may post a notice on the 24/7 Site if a security breach occurs. Depending on where you live, you may have a legal right to receive notice of a security breach in writing. To receive a free written notice of a security breach you should notify us at support@intoxitrack.net.

5. Change of Control:

In the event that 24/7 SOBRIETY SYSTEMS LLC is acquired by or merged with a third-party entity, we reserve the right, in any of these circumstances, to transfer or assign the information that we have collected from you as part of that merger, acquisition, sale, or other change of control.

6. Changes and Updates:

This Privacy Policy may be revised periodically without further notice to you and this will be reflected by a "last modified" date below. Please revisit this page to stay aware of any changes. In general, we only use your personal information in the manner described in the Privacy Policy in effect when we received that personal information. Your continued use of the 24/7 Site constitutes your agreement to this Privacy Policy and any future revisions.

For revisions to this Privacy Policy that may be materially less restrictive on our use or disclosure of personal information you have provided to us, we will make reasonable efforts to notify you and obtain your consent before implementing revisions with respect to such information.

7. Effective Date, Date Last Modified:

Privacy Policy effective as of [January 5, 2016].

Privacy Policy last modified on [July 1, 2014].

8. 24/7 SOBRIETY SYSTEMS LLC Contact Information:

Please contact 24/7 SOBRIETY SYSTEMS LLC with any questions or comments about this Privacy Policy and our third-party disclosure practices: 2081 Craig Rd., St. Louis, MO 63146 or by email: support@intoxitrack.net

The remainder of this page was intentionally left blank.