

**ADDENDUM TO PLATFORM ACTIVATION AGREEMENT
BETWEEN
LARAMIE COUNTY, WY AND GUARDIAN ALLIANCE TECHNOLOGIES, INC.**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Guardian Alliance Technologies, Inc., 11 S. San Joaquin St., Suite 804, Stockton, California 95020 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the proposal to assist the Laramie County Sheriff's Department with a cloud-based software platform for use by law enforcement agencies in performing employment related background investigations, attached hereto as Attachment 'A' and fully incorporated herein (hereinafter "Agreement").

II. TERM

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

III. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide and complete the services described in Attachment 'A', attached hereto and fully incorporated herein.

B. COUNTY shall pay CONTRACTOR based on the fees as described in Attachment 'A'. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. ADDITIONAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

2. Preference-Wyoming Labor: Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public

works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. §16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. §16-6-201 et seq.

3. **Entire Agreement:** The Agreement (3 page) and Addendum (5 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.

4. **Assignment:** Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

5. **Modification:** This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

6. **Termination:** This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

7. **Invalidity:** If any provision of this Agreement and Addendum 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 and Addendum are fully severable.

8. **Applicable Law and Venue:** The parties mutually understand and agree this Agreement and Addendum 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 and Addendum 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 and Addendum.

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

10. **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.

11. 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 and Addendum. 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 and Addendum.

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

13. Indemnification: To the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

14. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, 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.

15. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum 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.

16. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

17. 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.

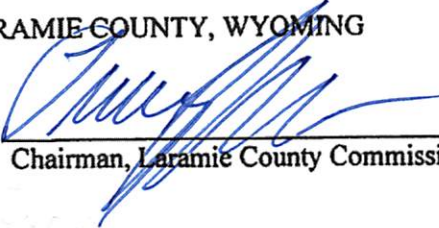
18. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

19. Compliance with Law: CONTRACTOR agrees and warrants that in its performance hereunder it shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local. This includes, but is not limited to, the Wyoming Criminal History Records Act, W.S. §7-19-101, *et seq.*, Wyoming Public Records Act, W.S. §16-4-203 *et seq.* 28 C.F.R. § 20 *et seq.* and 45 C.F.R. § 164.500 *et seq.* (HIPPA).

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**ADDENDUM TO PLATFORM ACTIVATION AGREEMENT
BETWEEN
LARAMIE COUNTY, WY AND GUARDIAN ALLIANCE TECHNOLOGIES, INC.
SIGNATURE PAGE**

LARAMIE COUNTY, WYOMING

By:  _____
Chairman, Laramie County Commissioners


Date 10-3-22

ATTEST:

By:  _____
Laramie County Clerk

Date 10-4-2022

Vendor Name: Guardian Alliance Technologies, Inc.

By:  _____
Authorized Signature: Adam Anthony, COO

Date 09/29/22

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____
Laramie County Attorney's Office

Date 9-29-22

Platform Activation Agreement

This Platform Activation Agreement ("Agreement") is made as of the "Effective Date" as set forth on page 3 hereof, by and between Guardian Alliance Technologies, Inc. ("Guardian"), located at 11 S. San Joaquin St., Suite 804, Stockton, CA 95202, and:

Laramie County Sheriff's office Kevin James, Undersheriff
Customer Name (hereinafter referred to as "Customer") Officer or Authorized Representative Name and Title

with an address of

1910 Pioneer Ave Cheyenne WY 82001 307-633-4735
Street Address, City, State, Zip Phone Number

WHEREAS, Guardian has developed a cloud-based software platform (the "Guardian Platform") for use by law enforcement agencies in performing employment related background investigations; and

WHEREAS, the Customer desires to utilize the Platform, and Guardian desires to provide the Platform to the Customer pursuant to the terms and conditions of this Agreement.

A G R E E M E N T

NOW, THEREFORE, in consideration of the promises and covenants contained herein and the foregoing recitals, which are hereby incorporated into this Agreement, the Parties agree that the Terms of this Agreement shall govern Customer's use of the Platform as defined herein:

1. DEFINITIONS.

- 1.1 "Account Administrator" means an individual responsible for authorizing and managing all activity occurring under the Customer's Account.
- 1.2 "Authorized User" means an individual registered and identified by the Account Administrator by name who is authorized to use the Services on behalf of the Customer.
- 1.3 "Terms of Service" means, collectively, the Guardian Terms of Service and Guardian Privacy Policy. The Terms of Service may be updated from time to time at the discretion of Guardian and/or any Integrated Service providers as defined in the Guardian Terms of Service, respectively.
- 1.4 "Social Media Screening" means the collection of publicly available online Applicant information. For the purpose of this Agreement, Social Media Screening is referred to as an "Integrated Service".
- 1.5 "OnDemand Services" means services available through the Platform which are available for a fee.

2. FCRA Compliance. Customer hereby acknowledges that Customer is solely responsible for its compliance with the Fair Credit Reporting Act ("FCRA") and any other state and/or local consumer reporting laws in connection with its use of the Social Media Screening Service, **if applicable**.

3. Scope of Services.

- 3.1 **Activation.** By entering into this Agreement, Customer hereby requests that Guardian establish and

activate a Customer Account on the Guardian Platform for use by Customer and its Authorized Users.

3.2 Features and Fees. Use of the Triage Center, including access to the NAIC is available for use by Customer at no charge and Customer is under no obligation to use the OnDemand features listed below. Notwithstanding the foregoing, upon entering into this Agreement, Guardian shall make the Investigation Center and Social Media Screening Feature available for Customer's use on an OnDemand basis subject to the Fees set forth below. If Customer wishes to order Credit Reports from within their Guardian Account, a separate Credit Report Feature Activation Agreement is required.

(a) Investigation Center - \$50 per applicant assigned to an investigator.

(b) Social Media Screening - \$40 per report.

(c) Credit Reports - \$12 per report.

3.3 Payment Terms. Customer will be invoiced at the end of each calendar month for all use of the fee based features that occurs during the calendar month. Invoices will be due upon receipt. Invoices shall be considered past due after 45 days from issuance.

3.4 Failure to Pay/Customer Conduct. Guardian reserves the right to deactivate Customer's access to the Platform if any payment is not received within 60 days of the invoice date.

3.5 Late Fee. Guardian reserves the right to charge a late fee of 1.5% per month on all invoices not paid within 60 days of issuance.

3.6 Additional Authorized Users. The Account Administrator shall have the authority and ability, through their User Account, to establish as many User Accounts for other individuals in their organization who are Authorized to use the Services on Customer's behalf. Additionally, the Account Administrator shall be responsible for deactivating Authorized User accounts when necessary.

3.7 Security. Each of the Parties agree to maintain a security program consistent with federal and state laws, regulations, and standards, including the CJIS Security Policy, as well as any other applicable policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

3.8 Terms of Service. By accessing and using the Services, Customer agrees to be bound by the Guardian Terms of Service.

4. Whitelist. Customer hereby agrees to whitelist all domains as may be indicated by Guardian at any time during the Term of this Agreement, including but not limited to:

(a) guardian.network

(b) www.guardianalliancetech.com

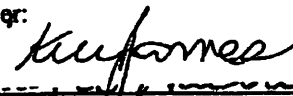
(c) www.guardianalliancetechnologies.com

(Note: Content filtering systems in use by Customer, if any, may unexpectedly cut parts of html pages out of the user interface as well as some email traffic, lead to unexpected errors, broken links, unclickable buttons, partially loaded pages or other unintended/unpredictable behaviors with the Services. These issues are completely resolved by "whitelisting" all Guardian domains.)


5. **Intellectual Property Infringement.** Guardian shall indemnify, defend or, at its option, settle any third-party claim, suit or proceeding against customer to the extent based on a claim that the services (excluding any third-party software) infringes any united states patent, copyright, trademark or trade secret and Guardian shall pay any final judgment entered against customer in any claim, suit or proceeding or agreed to in settlement. Customer will notify Guardian in writing of the claim, suit or proceeding and give all information and assistance reasonably requested by Guardian or its designee. If use of the services is enjoined, Guardian may, at its option, do one or more of the following: (i) procure for customer the right to use the services, (ii) replace the services with other suitable services or products, or (iii) refund the unearned prepaid portion of the fees paid by customer for the services or the affected part thereof (if any). Guardian will have no liability under this section 5 to the extent a claim or suit is based upon (a) use of the Guardian Platform in combination with software not provided by Guardian if infringement would have been avoided in the absence of the combination, (b) modifications to the Guardian Platform not made by Guardian, if infringement would have been avoided by the absence of the modifications, or (c) use of any version other than a current release of the services, if infringement would have been avoided by use of a current release. This section 5 states Guardian's entire liability and customer's sole and exclusive remedy for intellectual property infringement or misappropriation claims.
6. **Counterparts.** This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.
7. **Amendment.** The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment to this Agreement. If any part of this Agreement is found invalid or unenforceable that part will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force.
8. **Marketing.** Guardian may use Customer's name as part of a general list of Customers and may refer to Customer as a user of the Services in its, general advertising and marketing materials.
9. **Invoicing Contact Information.**

Key contact for invoicing	Austin Holcomb
Email address for invoicing	austin.holcomb@laramiecountywv.gov

IN WITNESS WHEREOF, the parties are causing this Platform Activation Agreement to be executed by their duly authorized representatives.

Customer:


 Signature of officer or authorized representative
 Kevin James, Undersheriff
 Print Name Title

Guardian Alliance Technologies, Inc.:


 Signature of officer or authorized representative
 Adam Anthony COO
 Print Name Title

9-28-22
 Effective Date