

EXTENDED SERVICE PLAN AGREEMENT



Customer Name (herein referred to as the "Customer")	Washoe County
Customer Address	Technology Services, 1001 E 9 th Street, Reno, NV, 89512
Master Licence or Serial Number	Serial numbers with "*" reflect Master for each division

Real Time Networks Inc. (RTN) offers Customer extended service plans (ESP) designed to help support the Customer with the product(s) purchased to increase up time, to extend product(s) life and ensure accessibility to new software functionalities including security patches. RTN reserves the right to charge for performance of services, maintenance, support, or other activities requested by Customer that are outside the scope of this Agreement.

This ESP Agreement, including Schedules A, B and C, (Agreement) is the complete Agreement between Customer and RTN regarding Customers' chosen level of ESP for the product(s) noted below. This Agreement supersedes and replaces any prior oral or written communications between RTN and Customer regarding ESP for the relevant product(s). ESP purchased under this Agreement will be provided as described in this Agreement.

Level of ESP (see attached Schedule C for program details):

☐ RealCare Essential ☒ RealCare Advantage ☐ RealCare Elite

IN WITNESS WHEREOF, the Parties have caused this Agreement, with all schedules attached hereto, to be executed by their duly authorized representatives on ____ day of _____, 20__.

REAL TIME NETWORKS INC.

Signature

Michael French
Print Name

CEO
Title

Date

Washoe County

Mark Stewart Digitally signed by Mark Stewart
Date: 2025.12.31 11:15:09 -08'00'

Signature

Print Name

Purchasing and Contracts Manager

Title

Date

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Schedule A Product List & Pricing

Product	System Description and Serial Numbers	Term	\$ USD
KTA	Central Control 1 - 64 keys , C4 terminal SN: 154802572 (4 years plus 5 months to align = 53 months)	July 1, 2025 - November 30, 2029	\$9,275.00
KTA	Central Control 2 - 64 keys, 1 C4 terminal SN 7154802582 (4 years plus 5 months to align = 53 months)	July 1, 2025 - November 30, 2029	\$9,275.00
KTA	Crime Lab- 64 keys - 1 C4 terminal SN: 7154801797 (4 years plus 5 months to align = 53 months)	July 1, 2025 - November 30, 2029	\$9,275.00
KTA	Patrol - 64 keys - 1 C4 terminal SN: 1304* (4 years plus 5 months to align = 53 months)	July 1, 2025 - November 30, 2029	\$9,275.00
KTA	Patrol - 64 keys - 1 C4 terminal SN: 1279 (4 years plus 5 months to align = 53 months)	July 1, 2025 - November 30, 2029	\$9,275.00
KTA	Patrol - 32 keys - 1 C4 terminal SN: 7193403327 (4 years plus 5 months to align = 53 months)	July 1, 2025 - November 30, 2029	\$7,950.00
KTA	District Court - 32 keys - 1 C4 terminal SN: 3252901999 Initial Warranty ends March 31, 2026 (3 years plus 3 months to align = 39 months)	April 1, 2026 - November 30, 2029	\$5,850.00
KTA	Jans Juvenile - 64 keys - 1 terminal SN: 7219701263* (1 year and 9 months to align = 21 months)	March 1, 2028- November 30, 2029	\$3,626.00
KTA	Cares Campus- 96 Key, C4, SN: 3253002018* Essential move to Advantage \$1200yr difference in tier (starting July 1, 2025 = 53 months)	July 1, 2025 - November 30, 2029	\$5,300.00
		Subtotal	\$69,101.00
		Less discount 15%	-\$ 10,365.15
GRAND TOTAL			\$58,735.85

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SCHEDULE B - TERMS AND CONDITIONS

1. **Applicability.** These terms ("Terms"), together with the attached front signature page and any schedules attached thereto, constitute the entire extended service plan ("ESP") agreement ("Agreement") between Real Time Networks Inc. ("RTN") and the Customer. These Terms are the sole and exclusive terms and conditions governing the ESP provided by RTN to Customer. RTN shall not be bound by any terms or conditions not set forth in this Agreement.

2. **Definitions. Product(s)** means the covered Product identified on the signature page of this Agreement. To be eligible to purchase an ESP, the Product(s) must be, in our sole reasonable opinion, in good operating condition and within its service life. Customer represents to us the Product(s) is in good operating condition.

Services means the support provided under the Customer's chosen ESP level as indicated on the signature page of this Agreement.

Software means the commercial release(s) of the KeyTracer software (for all versions 4.x or higher) or RTN Hub Software (for all versions 3.x or higher).

3. **Term.** This Agreement will terminate on the Expiry Date indicated on the signature page of this Agreement. This Agreement may be renewed upon agreement of the Parties at RTN's then-current rates and plans. Failure by the Customer to purchase a new ESP within 60 days following the Expiry Date may result in the imposition of a reinstatement fee, to be determined at the sole discretion of RTN.

4. **Payment.** RTN must receive payment in advance of providing any services under this Agreement. Credit card payments may be subject to an additional administrative fee.

5. **Limited Warranty.** RTN warrants that it shall perform Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. RTN warrants that all Products (or parts thereof) are free from material defects in materials and workmanship. For a period of 12 months from the date of delivery of the Products, RTN shall repair or replace, in its sole discretion, any Product which does not meet the above warranty. **Except for the warranties set forth in this Section 5, RTN makes no condition or warranty whatsoever with respect to the Products, Services and Software, including any (a) condition or warranty of merchantability; or (b) condition or warranty of fitness for a particular purpose; whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.**

6. **Data Loss.** Customer acknowledges that Services provided under this Agreement may create a risk of downtime, loss of data, programs, or business disruption. Customer agrees to be solely responsible to ensure all of its data is backed up or safeguarded prior to initiation of any Services.

7. **Contact for Service.** Customer to contact technical support by either calling 1-800-331-2882 or email clientservices@realtimenetworks.com. Technical support will respond to Customer in a timely manner based on ESP Level purchased, as indicated on the signature page of this Agreement. Technical support may assist by (a) remote problem diagnosis deemed necessary or desirable by RTN to reproduce the environment in which the errors or malfunctions occurred and to aid in understanding the errors or malfunctions, or (b) use commercially reasonable efforts to isolate and manage any problems. Customer must contact technical support in advance of any Product move, rework, rewiring, parts replacement or equipment manipulation - failure to do so may void coverage under this ESP. RTN agrees to obtain Customer's consent prior to incurring any reimbursable costs or expenses or providing any optional or additional services or materials to Customer.

8. **Advanced Product Replacement.**

8.1 **Process and Applicability.** If RTN technical support determines that the Product problems indicate a hardware failure, and the errors or malfunctions cannot be rectified, RTN shall issue a Return Material Authorization ("RMA") number. Customer shall return the defective Product with the freight prepaid, in accordance with any special shipping instructions provided by RTN and shall reference the RMA number on all shipping documents and in any subsequent communications regarding the defective Product. Customer agrees to return the defective Product, freight and insurance prepaid, within 30 days of RMA issuance. RTN will arrange for the replacement Product to be shipped to the Customer, based on ESP Level purchased, as indicated on the signature page of this Agreement. Customer will be responsible for any expedited shipping costs, as necessary. At RTN's sole discretion, Products may reach end-of-life ("EOL"). Replacements for EOL Product may be available from third parties and/or may be sold by RTN. This ESP does not cover third-party replacement of EOL Product(s). Advanced Hardware Replacement is not available to Customers who have purchased only the REALCARE Essential program.

8.2 **Return of Product.** The Customer is responsible to put the defective Product in the packaging that accompanied the advanced product replacement unit(s). If original packaging is not available, Customer is responsible for contacting RTN for packaging instructions and approval. Customer is responsible to ensure that product or part returned to RTN is complete and has no missing components. In the event of any failure to return Product(s) within 30 days, Customer shall

be liable for the retail cost of any replacement Product(s). Incomplete returns will result in the Customer being liable for the retail cost of the replacement Product. RTN may refuse delivery and return the materials to Customer, at the Customer's cost, if any Product or component is returned without an RMA number.

8.3 **Testing of Returned Product.** RTN may, at its sole option, test the suspect Product for hardware failures. If such testing is performed and no fault is found, Customer shall pay RTN the retail cost of any replacement Product(s). Upon Customer's request, RTN will provide a diagnostic report.

9. **General Exclusions.** This Agreement does not cover Product that: (a) have unauthorized repairs or installation, including but not limited to drilling holes or attaching foreign objects without prior approval from RTN; (b) improper or inappropriate usage of the Product, including but not limited to abuse or intentional excessive force; (c) incorrect installation, electrical grounding, or operation; (d) use in an environment for which the Product was not designed; (e) non-conformance with installation, environmental, mechanical or electrical requirements, or within thermal stress limits (f) use of replacement parts not specifically authorized by RTN; (g) installation of new or upgraded features except as authorized by RTN; (h) defective third-party Software or parts, faulty or inaccurate programming, or operator error; (i) to the extent that any malfunction is the result of: misuse, abuse, vandalism, neglect, improper installation or application, alteration, accident, or negligence in use, storage, transportation, or handling if the original identification markings on the Product have been removed, defaced or altered, lightning, electricity, water, fire, environment or other hazard, or act of God, or other impact outside of normal operating guidelines; (j) damage caused from normal wear and tear, and (k) acts, errors or omissions committed by Customer or Customer's representatives; shall not be eligible under this ESP and Customer shall be charged for any replacement Product, including any shipping and handling.

10. **Specific Exclusions.** Notwithstanding any other provisions contained in this Agreement, this Agreement does not include the following unless provided for under the applicable ESP Level purchased, as indicated on the signature page of this Agreement: (a) additional database objects; (b) additional database users; (c) server relocation assistance or related services; (d) merging of licenses or databases and any related services; (e) replacement keys or locks (f) replacement key cylinders; (g) de-sealing tool; (h) ethernet cables; (i) mounting tools, screwdrivers or similar items; (j) key module location covers (plastic rings); (k) hinge lubricant; (l) key rings (any size); (m) key seals; (n) additional key fob(s) or key fob kits; (o) tamper proof cables; (p) fingerprint prisms or similar items; (q) additional training; (r) preventative maintenance of any kind; (s) user administration of any kind, including importing, activation, deactivation, role assignment or similar; (t) hardware replacements, exchanges or upgrades of any type, unless it is part of an eligible Advanced Product Replacement; or (u) items which have failed due to normal wear and tear.

11. **Purchase Discounts.** Offers of any discounts against future Product purchases under any of the applicable ESP Level purchased, as indicated on the signature page of this Agreement, will only be honoured by RTN under the following conditions: (a) all payments due under this Agreement have been received in full; (b) a purchase order has been issued by Customer and accepted by RTN before the Expiry Date of this Agreement; and (c) in the sole opinion of RTN, the Customer's account is in good standing.

12. **After Hours Support.** Unless provided for under the applicable ESP Level purchased, all Customer service calls outside RTN's normal service hours, as may be determined solely and exclusively by RTN, may be subject to an additional fee, determined by multiplying the aggregate time spent assisting, researching, and correcting a customer service issue or problem by the applicable hourly rate in effect at the time the customer service call is received. RTN will advise the Customer of the applicability of charges and rates in effect at the time the after-hours call is accepted. Customer will need to agree to the charges in writing prior to any assistance or additional assistance is provided. RTN has the right to deny after hours service if the Customer fails to agree to the additional fees.

13. **Software.** RTN shall provide the latest Software based on the Product(s) covered under this Agreement. RTN shall determine the content and frequency of Software updates at its own discretion. Customer shall have access to RTN technical support for support of the Software covered under this ESP. Software defects may be repaired, at RTN's sole option, either by (a) issuing a new version to the Software that includes the repair; or (b) issuing a patch or equivalent mechanism to repair the existing version of the Software. All Software, Firmware, applications, cloud applications and products provided by third parties are not covered by this ESP. As new Software is released, the Product(s) may require additional hardware for the Product(s) to take advantage of such new features. Any required new hardware is not included under this ESP. RTN has no liability or responsibility if (a) the Customer or a third party contracted by the Customer causes the error triggering the damages by improper installation of the latest Software; (b) the Customer noticed or could have noticed an error and did not report such error to RTN immediately; or (c) the Customer delayed the installation the latest Software. Bug fixes are only available in

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the latest Software, even if earlier versions of the Software are still available from RTN.

14. Firmware. Updates for embedded Firmware are provided for all connected hardware devices supplied by the manufacturer. The Customer shall not be entitled to the inclusion of additional functionalities and enhancements to the supported hardware. Firmware defects may be repaired, at RTN's sole option, either by (a) issuing a new version to the Software and/or Firmware that includes the repair; or (b) issuing a patch or equivalent mechanism to repair the existing version of the Software and/or Firmware. In the event the Product(s) requires a Firmware update to support upgrading to the latest Software, where applicable, the Customer shall be responsible for all shipping costs of an upgrade tool to support the Firmware update. In the event the Customer does not return the upgrade tool, the Customer will be charged for the retail cost of the replacement upgrade tool. All Software, Firmware, applications, cloud applications and products provided by third parties are not covered by this ESP.

15. On-Site Services Not Covered. On-site services are not included under this Agreement. Upon request by the Customer, RTN will provide a quotation for any on-site services. RTN may use one or more third parties to provide the Services under this Agreement, for whom RTN shall remain responsible.

16. Limitation of Liability. Except for indemnification for third-party claims, breach of confidentiality, or infringement or misappropriation of intellectual property rights, in no event:

16.1 is either Party liable for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues, loss of data, or diminution in value of business arising out of or relating to any breach of this Agreement, regardless of: (a) whether the damages were foreseeable; (b) whether or not the Party was advised of the possibility of the damages; and (c) the legal or equitable theory (contract, tort or otherwise) on which the claim is based;

16.2 shall RTN's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed 100% of the total of the amounts paid and amounts accrued but not yet paid to RTN under this Agreement in the 12-month period preceding the event giving rise to the claim.

The foregoing limitations apply even if the Parties' remedies under this Agreement fail of their essential purpose.

17. Intellectual Property Rights. Customer agrees that any and all Software that forms part of the Products and/or Services or that is supplied by RTN for use in connection with the Products and/or Services is protected by applicable intellectual property laws, remains the sole property of RTN or its third-party suppliers, and is supplied subject to the terms of this Agreement and the terms of any applicable Software license made available to you by RTN, including on its website. RTN retains all intellectual property rights in any documentation and work product ("**Deliverables**"), except for any confidential information of Customer or Customer-provided materials, delivered under this Agreement. RTN hereby grants Customer a non-exclusive, non-transferable, fully paid-up license to use the Deliverables solely for Customer's internal purposes in operating the Products supplied by RTN. If there is a conflict or inconsistency between this Agreement and any Software license, the terms of the Software license will control. Nothing in this Agreement shall be construed to grant any rights or license to use any Software in any manner or for any purpose not expressly permitted by the applicable Software license.

18. Insurance. During the term of this Agreement, RTN shall, at its own expense, maintain and carry insurance in full force and effect including, but not limited to, (a) commercial general liability (including bodily injury and property damage, products and completed operations, personal and advertising injury, and employer liability) with a limit of USD \$5,000,000 per occurrence and in the aggregate; (b) network security liability and cyber incident response with a limit of USD \$3,000,000 per occurrence and in the aggregate; (c) professional liability with a limit of USD \$3,000,000 per occurrence and in the aggregate; and (d) non-owned automobile with a limit of USD \$3,000,000 per occurrence and in the aggregate. RTN shall ensure that all foregoing insurance policies: (i) are issued by insurance companies with a Best's Rating of no less than A-; (ii) provide Customer with 30 days' advance written notice in the event of a cancellation in RTN's insurance policy; (iii) except where prohibited by law, name Customer as an additional insured; and (iv) provide that such insurance be primary and non-contributory. RTN shall, at its own expense, maintain and carry in full force and effect a worker's compensation and insurance account in good standing with the applicable provincial workers' compensation board and provide evidence of its registration. Upon Customer's request, RTN shall provide Customer with a certificate of insurance for insurance coverages required by this Section.

19. Compliance with Laws. Each Party shall at all times (a) comply with all federal, state, provincial, and local laws, ordinances, regulations, and orders, and (b) obtain and maintain all certifications, credentials, authorizations, licenses, and permits, that are materially necessary and applicable to the operation of its business and to the performance of its obligations under this Agreement.

20. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control.

21. Governing Law and Forum. This Agreement and all matters arising out of or relating to this Agreement, including tort and statutory claims, are governed by, and construed in accordance with, the laws of the State or Province in which the Customer is located. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the State or Province in which the Customer is located for the resolution of any dispute arising out of or related to this Agreement. **Each Party irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any suit, action, or proceeding arising out of or relating to this Agreement.**

22. Intellectual Property Indemnification. RTN shall defend and indemnify Customer from and against any losses, damages, claims, judgments, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are awarded against Customer arising out of any third-party claim alleging that Customer use of Products or Services infringes any intellectual property right of a third party. The foregoing obligation will not apply to the extent that the alleged infringement arises from: (a) use of the Products or Services in combination with data, software, hardware, equipment, or technology not provided or authorized by RTN in writing; (b) modifications to the Products or Services not made by RTN; or (c) third-party products.

23. Miscellaneous. Capitalized terms have the meanings set out in this Agreement. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Any provision that, in order to give proper effect to its intent, should survive expiration or termination of this Agreement, shall survive the expiration or earlier termination of this Agreement. Any amendment to this Agreement must be in writing and executed by both Parties. This Agreement may not be assigned by either Party without prior written consent of the other Party (which will not be unreasonably withheld) except (a) to an affiliate, or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. No waiver by a Party of any of the provisions in this Agreement is effective unless explicitly set forth in writing and signed by such Party. No waiver by a Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different nature, and whether occurring before or after that waiver. This Agreement may be executed in counterparts (each of which is deemed an original, but all of which together is deemed to be one and the same agreement) and delivered by facsimile or by e-mail in Portable Document Format ("**PDF**"). There are no intended third-party beneficiaries of this Agreement. The Parties have expressly requested that this Agreement and all related documents be drafted in English only. *Les Parties aux présentes ont demandé que la présente convention et tous les documents qui y sont afférents soient rédigés en anglais seulement.*

All notices required to be given pursuant to the provisions hereof shall be in writing and shall be deemed given and delivered upon actual receipt by the Party to whom it is addressed or sent by e-mail (clientservices@realtimetworks.com). Notices deposited in the mail will be sent certified mail, return receipt requested, with postage pre-paid, and addressed as set forth: Real Time Networks Inc. Unit 16, 1833 Coast Meridian Rd Port Coquitlam, British Columbia, V3C 6G5, Canada, Attention: CEO. Notices to the Customer will be sent to the Customer to the address as indicated on the signature page of this Agreement.

24. Limited Waiver of Sovereign Immunity – Indian Tribes. If the Customer is an Indian Tribe or Indian Tribal organization which has sovereign immunity, Customer hereby agrees to waive its sovereign immunity solely in connection with disputes or claims arising under this Agreement, provided that (a) this waiver is limited to the recovery of no more than the amount of this Agreement; and (b) this waiver does not extend to nor allow any award of punitive damages against Customer. This limited waiver of sovereign immunity is solely for the benefit of RTN, and Customer, by granting this limited waiver of sovereign immunity to RTN, does not otherwise waive its sovereign immunity as to anyone other than RTN.