



Qwake Technologies Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is entered into between Qwake Technologies, Inc. ("**Qwake**") and City of Corpus Christi ("**Agency**"). This Agreement is effective as of the last signature date on this Agreement ("**Effective Date**"). Qwake and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Qwake Devices and Services detailed in the Quote (as defined herein). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Qwake Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall also be incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. Definitions

- 1.1. "**Qwake Software Services**" refers to Qwake's web applications, mobile applications, embedded device software, cloud software and cloud storage, and interactions among each of these and video and audio streaming from Qwake Devices or Qwake software. This excludes third-party applications, hardware warranties, and Agency's technology.
- 1.2. "**Qwake Device**" encompasses all hardware provided by Qwake under this Agreement. Devices manufactured by Qwake are a subset of Qwake Devices.
- 1.3. "**Quote**" means a quote provided to Agency by Qwake, which is only valid for the Qwake Software Services and Qwake Devices specified in the quote at the stated prices, and which quote incorporates this Agreement by reference. Any inconsistent or supplemental terms within the Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the estimated ship date for deployment may affect charges in the Quote. Shipping dates are estimates only. Qwake is not responsible for typographical errors in any Quote and reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" includes all services provided by Qwake under this Agreement, including training, onboarding, support, Qwake Software Services, and other services as may be introduced during the Subscription Term (as defined below).



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2. Services

- 2.1. **License Grant.** Subject to and conditioned upon Agency's compliance with the terms and conditions of this Agreement and any terms of use governing the Qwake Software Services (which may be updated by Qwake from time to time without notice to Agency and which are currently provided at <https://www.qwake.tech/terms>) (the "**TOS**"), Qwake hereby grants to Agency a non-exclusive, non-sublicensable, non-transferable, revocable, limited license during the Subscription Term to use the Services and the Qwake Devices for all lawful fire department purposes, including but not limited to training (in each case in compliance with the NFPA 1403 Standard on Live Fire Training Evolutions), emergency response, and operational use, subject to the terms and conditions of this Agreement and any Qwake-provided user instructions or guidelines.. Qwake will ensure that each of its personnel using the Services and/or Qwake Devices is compliant with the TOS and this Agreement and follows Qwake's instructions provided from time to time, and the Agency shall be responsible for the usage of its personnel thereof. Any reliance on any Qwake-provided instructions is at Agency's own discretion and risk and Qwake does not guarantee any results thereof. The Agency acknowledges and agrees that operational use of Qwake Devices and Services in emergency response or other real-world scenarios may involve risks, including but not limited to user health and safety, property damage, and equipment malfunction. The Agency represents that it has reviewed and understands the limitations and appropriate applications of the Products and assumes full responsibility for assessing fitness for its operational purposes.
- 2.2. **Restrictions.** Except as expressly authorized in this Agreement or by Qwake, Agency will not, and will not permit any third party to: (i) access or use the Services or Qwake Devices for any other purposes (including for any competitive analysis, commercial, professional, or other for-profit purposes); (ii) copy the Services or Qwake Devices; (iii) modify, adapt, or create derivative works of the Services or Qwake Devices; (iv) rent, lease, loan, resell, transfer, sublicense, display or distribute the Services or Qwake Devices to any third party; (v) use or offer any functionality of the Services or Qwake Devices on a service provider, service bureau, hosted, software as a service, or time sharing basis, provide or permit other individuals or entities to create Internet "links" to the Services, or "frame" or "mirror" the Services on any other server, or wireless or Internet-based device; (vi) decompile, disassemble, translate or reverse-engineer the Services or Qwake Devices or otherwise attempt to derive the Services source code,



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algorithms, methods or techniques used or embodied in the Services or Qwake Devices; (vii) disclose to any third party the results of any benchmark tests or other evaluation of the Services or Qwake Devices, (viii) remove, alter, obscure, cover or change any trademark, copyright or other proprietary notices, labels or markings from or on the Services or Qwake Devices; (ix) interfere with or disrupt servers or networks connected to any website through which the Services or Qwake Devices are provided; (x) use the Services or Qwake Devices to collect or store personal data about any person or entity; (xi) use the Services or Qwake Devices to build a similar or competitive product or service; (xii) use the Services or Qwake Devices to transmit code, files, scripts, agents or programs intended to do harm, including without limitation viruses, worms, time bombs and trojan horses; or (xiii) use the Services or Qwake Devices for any illegal, unauthorized or otherwise improper purposes. Qwake reserves the right to suspend the Agency's account and/or access to the Services or Qwake Devices if it knows of or has reason to suspect any violation of the TOS or this Agreement.

3. **Term** - This Agreement begins on the Effective Date and continues until all Subscription Terms have expired or have been terminated ("**Term**").

3.1. **Subscription Term** - All subscriptions, including C-THRU Operations Center, and QwakeConnect, begin on the date stated in the Quote. Each subscription term begins and ends as stated in the Quote (the "**Subscription Term**").

3.2. **General Payment Terms-**

Agency agrees to pay all fees set forth in the Quote. Except as otherwise set forth below or in the Quote, all payments are due within thirty (30) days of the invoice date ("**Net 30**"), must be made in accordance with Qwake's approved payment methods and, unless indicated otherwise, and are non-cancelable. Unless otherwise prohibited by law, overdue invoices shall accrue interest at the lesser of 1.5% per month (18% per annum) or the maximum rate permitted by law. Payments must be made in full, without setoff, deduction, or withholding. In the event of non-payment, Agency's account may be referred to collections, and Agency shall be responsible for all reasonable collection costs, attorney's fees, and any other expenses incurred in enforcing payment obligations.

3.3. **Post-Beta Terms** – The Agency acknowledges and agrees that the Services provided under this Agreement are in beta and that the Subscription Term only applies to the beta



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version of the Services. Notwithstanding anything herein to the contrary, Qwake may notify the Agency during the Subscription Term that the non-beta version of the Services (the “**Production Services**”) is available. The Agency may elect to enter into a new Quote to purchase, and a new definitive agreement to govern, such Production Services moving forward (with such new definitive agreement to supersede this Agreement and terminate the Subscription Term). The Parties agree that: (i) Qwake shall not provide such Production Services unless and until a new Quote and definitive agreement are mutually agreed to and executed by Qwake and the Agency; and (ii) such Quote and definitive agreement will honor the pricing of Qwake Software Services for the duration of the original Subscription Term, and (iii) such definitive agreement shall include an option for a one-time upgrade of Agency’s beta version Qwake Devices covered by QwakeConnect to production versions, if available. Total value (MSRP) of upgrades shall not exceed the total Hardware Charges (described in the Quote) made under this Agreement. Upgrades may take the form of device replacements, partial replacements, repairs, or refurbishments, in Qwake’s sole discretion.

4. **Taxes** - The Agency is responsible for sales and other taxes associated with the order unless Agency provides Qwake with a valid tax exemption certificate.
5. **Shipping** - Qwake may make partial shipments and ship Qwake Devices from multiple locations. All shipments are EXW (Incoterms 2020) via a common carrier. Title and risk of loss pass to Agency upon Qwake’s delivery to the common carrier. The Agency is responsible for paying any shipping charges specified in the Quote.
6. Pioneer Program Specific Terms - This Section 6 applies specifically to Agency as a participant in Qwake’s Pioneer paid beta program under this Agreement.
 - 6.1. **Hardware Pricing Assurance During Subscription Term** - During the Subscription Term of this Agreement, Qwake agrees to offer any additional Qwake Devices purchased by Agency via subsequent Quotes at the same unit price for such devices as specified in the initial Quote referencing this Agreement, provided such additional devices are the same model and configuration as those purchased in the initial Quote and are subject to availability.
 - 6.2. **Software Charges Protection During Extended Beta** - The initial paid Subscription Term for Qwake Software Services (including C-THRU Operations Center and QwakeConnect), as specified in the initial Quote, is for one (1) year commencing on the date specified in that Quote. If the Production Services, as described in Section 3.3 (Post-Beta Terms), have not been made generally available by the date that is twelve (12) months after the Effective Date of this Agreement, the start date for subsequent paid



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Subscription Term(s) for Qwake Software Services under this Agreement shall be delayed month-for-month for each full month that the general availability of Production Services is delayed beyond such twelve (12) month anniversary. This delay mechanism shall cease immediately upon Agency entering into a new definitive agreement for Production Services or upon Qwake making the Production Services generally available, whichever occurs first. This provision applies only to recurring Software Services fees and not to any Hardware Charges or other fees.

- 6.3. **Post-Beta Subsequent Purchase Pricing Assurance** - If Agency remains a continuous customer of Qwake Software Services without a material lapse in service coverage immediately following the end of the original Subscription Term under this Agreement by entering into a new definitive agreement for Production Services as contemplated in Section 3.3 (Post-Beta Terms), then for a period of three (3) years following the effective date of such new definitive agreement, for each subsequent quote which incorporates such definitive agreement and is issued by Qwake to Agency for additional Qwake Devices or line items, Qwake shall ensure that the unit price quoted for each specific Qwake Device or Production Service line item is no higher than the lowest unit price at which Qwake has sold the identical Qwake Device or Production Service line item to any other United States government agency customer in a transaction with a comparable volume (defined as within twenty percent (20%) of the quantity for that specific line item in the subsequent quote) within the preceding twelve (12) months. This assurance applies only to subsequent purchases and not to the pricing in the initial Quote under this Agreement, unless otherwise specified therein.
7. **Returns** - All sales are final. Qwake does not allow refunds or exchanges, except for warranty returns as set forth herein or as required by state or federal law.
8. **QwakeConnect and Qwake Device Warranty**
- 8.1. **QwakeConnect** - The C-THRU device, which is a Qwake Device, delivers mission-critical situational awareness to frontline teams. To ensure uninterrupted connectivity, ongoing software evolution, and predictable support costs, each C-THRU device requires Agency to subscribe to QwakeConnect, an all-in-one, and mandatory annual subscription that is a component of the Qwake Software Services hereunder and that provides first-responder-grade data, continuous firmware updates, and streamlined return merchandise authorization (RMA) support, and that is further described in Exhibit A. Agency agrees to comply with its obligations set forth in Exhibit A.



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- 8.2. **Limited Warranty** - Qwake warrants that Qwake-manufactured Qwake Devices and accessories are free from defects in workmanship and materials under normal application, use and conditions for one (1) year from the date of the Agency's receipt (the "**Warranty Period**"). During the Warranty Period and provided Qwake has verified the performance failure of the Qwake-manufactured Qwake Device or accessory, Qwake agrees that it will, at its option: (a) replace the defective Qwake-manufactured Qwake Device or accessory with a new or remanufactured equivalent at no additional charge; (b) repair the defect with new and/or reconditioned parts at no additional charge; or (c) refund a Prorated Amount (defined below) of the Purchase Price (defined below). For any replacement devices or accessories, the limited warranty shall apply for the longer of the remaining Warranty Period of the original Qwake-manufactured Qwake Device or accessory, or ninety (90) days from the date of repair or replacement. For the purposes of this limited warranty, the "**Purchase Price**" shall be deemed to be the actual purchase price paid by the Agency as shown on the proof of purchase. The "**Prorated Amount**" shall be the product of (x) the Purchase Price and (y) the percentage obtain by dividing the remaining months left in the Warranty Period by the total one (1) year Warranty Period. In order to submit a warranty claim, Agency must provide Qwake with written notice of the issue, including the device or accessory serial number, proof of purchase, the date the defect was discovered and a detailed description of the defect. Devices and accessories that are found to be in good working condition are subject to a restocking fee of ten percent (10%) of the Purchase Price. No claim under this limited warranty may be brought after the Warranty Period. THE LIMITED WARRANTY DESCRIBED HEREIN SHALL BE THE SOLE AND EXCLUSIVE WARRANTY GRANTED BY QWAKE WITH RESPECT TO ANY QWAKE-MANUFACTURED QWAKE DEVICES OR ACCESSORIES AND SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE AGENCY.
- 8.3. **Limited Warranty Limitations** – In no event shall limited warranty provided in Section 7.2 cover defects and/or failures related to:
- 8.3.1. Failure to follow Qwake Device or accessory use instructions;
 - 8.3.2. Qwake Devices or accessories used with equipment not manufactured or recommended by Qwake;
 - 8.3.3. Intentional damage, misuse, abuse, accident, negligence or use not in accordance with applicable laws and regulations ;



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- 8.3.4. fire, water generalized corrosion, biological infestations, natural forces, acts of God or animals, civil disorder, or other force majeure events, including high input voltage from generators or lightning strikes;
 - 8.3.5. Improper handling during transportation or storage or damage during shipping;
 - 8.3.6. Qwake Devices or accessories repaired or modified by persons other than Qwake without Qwake's written permission;
 - 8.3.7. Normal wear and tear; or
 - 8.3.8. Qwake Devices or accessories with a defaced or removed serial number. Qwake's warranty will be void if the Agency resells Qwake Devices.
- 8.4. **Service for Qwake-Manufactured Devices.** Before delivering a Qwake-manufactured Qwake Device for service, the Agency must request a Return Materials Authorization from Qwake Support, via Qwake's support contacts at <https://qwake.tech>, or via email to support@qwake.tech. Qwake is not responsible for any loss of software, data, or other information contained on any part of the Qwake-manufactured Qwake Device sent to Qwake for service.
- 8.5. **Exclusive Warranties and Remedies; Disclaimer** - To the extent permitted by law, the above warranties and remedies are exclusive. EXCEPT FOR SECTION 7.2, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND QWAKE DEVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND QWAKE DISCLAIMS ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, AND TITLE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. AGENCY UNDERSTANDS THAT THE SERVICES AND QWAKE DEVICES ARE IN BETA AND ANY EXPECTATIONS AND ESTIMATES REGARDING THE SERVICES AND QWAKE DEVICES ARE BASED ON FACTORS CURRENTLY KNOWN AND ACTUAL EVENTS OR RESULTS COULD DIFFER MATERIALLY. In addition, any information about Qwake's roadmap outlines Qwake's general product direction and is subject to change at any time without notice. Such information is for informational purposes only and shall not be incorporated into this Agreement or any contract or other commitment. Qwake undertakes no obligation either to develop the features or functionality provided in the Services or Qwake Devices, or to include any such feature or functionality in a future release of the Services or Qwake Devices. Agency expressly acknowledges that the Services and Qwake Devices have not been fully tested, and may contain defects or deficiencies which may not be corrected by Qwake. The Services and Qwake Devices may undergo significant changes prior to release of the corresponding generally available



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final version. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. The Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Qwake or anyone acting on behalf of Qwake related to the subject matter of this Agreement that is not in this Agreement. Qwake makes no representation or warranty that use of the Qwake Devices or Services in operational environments will prevent injury, loss of life, or property damage, or achieve any specific outcome. The Agency is solely responsible for determining the suitability of the Qwake Devices or Services for its specific needs and operational environment.

8.6. **Limitation of Liability** - QWAKE'S CUMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF OR RELATING TO ANY QWAKE DEVICE OR SERVICE WILL NOT EXCEED THE PURCHASE PRICE PAID TO QWAKE FOR THE QWAKE DEVICE, OR IF FOR SERVICES, THE AMOUNT RECEIVED BY QWAKE FROM AGENCY FOR SUCH SERVICES OVER THE TWELVE (12) MONTHS PRECEDING THE CLAIM. NEITHER PARTY WILL BE LIABLE FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR ANY OTHER LEGAL THEORY. For operational or emergency response use, Agency acknowledges that Qwake Devices and Services are intended as supplemental tools and are not a substitute for standard firefighting protocols, personal judgment, or regulatory requirements. Qwake shall not be liable for any damages, injuries, losses, or claims arising from the use of its Qwake Devices or Services in operational contexts outside of Qwake's express written instructions or documentation, except to the extent caused by Qwake's gross negligence or willful misconduct.

8.7. **Third-Party Software and Services** - Use of software or services other than those provided by Qwake is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.qwake.tech/terms, if any.

9. **Qwake Device Warnings** - See <https://www.qwake.tech/terms> for the most current Qwake Device warnings.



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10. **Design Changes** - Qwake may make design changes to any Qwake Device or Service without notifying the Agency or making the same change to Qwake Devices and Services previously purchased by the Agency.
11. **Bundled Offerings** - Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Qwake will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Qwake bundle.
12. **Insurance** - Qwake will maintain General Liability and Workers' Compensation insurance. Upon request, Qwake will supply certificates of insurance.
13. **IP Rights** - Qwake owns and reserves all right, title, and interest in and to all Qwake-manufactured Qwake Devices and the Services, including all related intellectual property rights. Agency will not cause any Qwake proprietary rights to be violated. Agency hereby assigns to Qwake, at no charge, all right title and interest in and to all feedback and suggestions Agency provides to Qwake related to the Services or any Qwake Devices.
14. **IP Indemnification** - Qwake will indemnify the Agency against all losses and reasonable attorneys' fees from any third party claim alleging that the use of Qwake-manufactured Qwake Devices or Services infringes or misappropriates the third party's intellectual property rights. Agency must promptly provide Qwake with written notice of such claim, tender to Qwake the defense or settlement of such claim at Qwake's expense and cooperate fully with Qwake in the defense or settlement of such claim. Qwake's IP indemnification obligations do not apply to claims based on: (a) modification of Qwake-manufactured Qwake Devices or Services by Agency or a third-party not approved by Qwake; (b) use of Qwake manufactured Devices and Services in combination with hardware or services not approved by Qwake; (c) use of Qwake Devices and Services other than as permitted in this Agreement; or (d) use of Qwake software that is not the most current release provided by Qwake.
15. **Agency Responsibilities** - Agency is responsible for: (a) Agency's use of Qwake Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Qwake Devices; (d) ensuring Qwake Devices are destroyed and disposed of securely and



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sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Qwake Devices.

16. Termination

16.1. **For Breach** - A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If the Agency terminates this Agreement due to Qwake uncured breach, Qwake will refund prepaid amounts on a prorated basis based on the effective date of termination.

16.2. **For Convenience** - A Party terminates this Agreement for convenience if it provides thirty (30) days written notice to the other Party. No refunds shall be provided in the event of a termination for convenience by Agency.

16.3. **By Agency** - If sufficient funds are not appropriated or otherwise legally available to pay the fees, the Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

16.4. **Early Termination** - In the event that Agency exercises its right to terminate this Agreement under Section 16.2 or Section 16.3 before all scheduled payments have been made, Agency must promptly return all Qwake Devices delivered under this Agreement in good working condition (normal wear and tear excepted).

16.5. **Effect of Termination** - Upon termination of this Agreement, Agency's rights and licenses immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination.

17. **Confidentiality - "Confidential Information"** means nonpublic information of Qwake that is clearly marked on the document as "Confidential". Pricing information marked by Qwake as "Confidential" is declared by Qwake to be competition-sensitive. Unless required by the Texas Public Information Act, court order, or subpoena, Agency will not disclose the Confidential Information. If Agency receives a request for the Confidential



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Information under the Texas Public Information Act, or a court order, or a subpoena, Agency will promptly notify Qwake so that Qwake may pursue any lawful efforts it deems necessary to protect the confidentiality of its Confidential Information.

18. General

- 18.1. **Force Majeure** – Except for a Party's payment obligations, neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors** - The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries** - There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination** - Neither Party nor its employees will discriminate against any person based on race, religion, creed, color, sex, gender identity and expression, pregnancy, childbirth, breastfeeding, medical conditions related to pregnancy, childbirth, or breastfeeding, sexual orientation, marital status, age, national origin, ancestry, genetic information, disability, veteran status, or any class protected by local, state, or federal law.
- 18.5. **Export Compliance** - Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment** - Neither Party may assign this Agreement without the other Party's prior written consent. Qwake may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties' respective successors and assigns.



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- 18.7. **Waiver** - No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability** - If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival** - The following sections will survive termination: Sections 1, 3.2, 6, 13, 14, 15, 16.4, 17, and 18.
- 18.10. **Governing Law** - The laws of the state of Texas, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. In accordance with Chapter 2271, Texas Government Code, if this contract has a value of \$100,000 or more paid wholly or partly from public funds and Qwake has 10 or more full-time employees, Qwake verifies that Qwake does not boycott Israel and will not boycott Israel during the term of this Agreement. In accordance with Chapter 2274, Texas Government Code, Qwake verifies that Qwake does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or fire trade association. In accordance with Chapter 2276, Texas Government Code, Qwake verifies that Qwake does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
- 18.11. **Notices** - All notices must be in English. Notices posted on the Agency's Qwake Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to the Agency shall be provided to the address on file with Qwake. Notices to Qwake shall be provided to:

Qwake Technologies
14205 N Mo Pac Expy Ste 570
PMB 691758
Austin, Texas 78728-6529
Email: legal@qwake.tech



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- 18.12. **Entire Agreement** - This Agreement, including any Quote(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.



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Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

For Agency:

By: _____

Name: _____

Title: _____

Date Signed: _____

For Qwake Technologies, Inc. :

By: _____

Name: _____

Title: _____

Date Signed: _____

Reviewed by:

Purchasing Manager: _____

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant City Attorney: _____

Date: _____



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QwakeConnect Description

1. High-QoS 4G LTE Connection
 - 1.1. 4G LTE network: Connectivity delivered via Qwake's authorized reseller partnerships, currently leveraging Verizon's nationwide coverage for reliable services, subject to change from time to time.
 - 1.2. Agency understands and agrees that wireless services use radio technologies and are subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, governmental regulations, system limitations, maintenance or other conditions or activities affecting wireless service operation. Qwake is not responsible for any such transmission and service area limitations, interruptions and dropped calls. Qwake does not make any representations or guarantees regarding the accuracy, completeness or timeliness of any Location Information or location capabilities of the Services or any network provided in connection therewith.
 - 1.3. Agency hereby consents to, and shall ensure that each of its users authorized to access the Services and use any C-THRU device affirmatively consents in writing to, Qwake and its third party providers (including Verizon and any other carrier) accessing, using, copying, storing, collecting and disclosing data that can be used to describe, determine or identify the location of any C-THRU or Qwake Device (or any other device connected to the applicable 4G LTE network provided by QwakeConnect), including without limitation latitude/longitude data, cell sites/sector data, WiFi SSID, device signal strength or other format regardless of accuracy, type or source ("**Location Information**"). Agency agrees to provide Qwake with evidence of such consents upon Qwake's request and to retain such evidence for a period of five (5) years after the termination of this Agreement. Furthermore, Agency agrees to immediately notify Qwake of any denial, revocation or withdrawal of any such consent and to ensure that such user does not access or otherwise use any C-THRU device after such denial, revocation or withdrawal.
 - 1.4. 4G LTE network with priority access and application-aware Quality of Service (QoS) enabled through Private Network Traffic Management (PNTM)
2. Software Updates & Upgrades
 - 2.1. Automatic OTA updates for security patches, stability fixes, and UX improvements.
 - 2.2. Major version upgrades included—no per-release fees.



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- 2.3. Optional beta channel for early access to new features.
- 3. Subsidized RMA & Out-of-Warranty Support
 - 3.1. Fast turnaround: devices are repaired or replaced and shipped within 1 week of receipt at our facility.
 - 3.2. Round-trip ground shipping included for qualified RMAs.
 - 3.3. Out-of-warranty incidents not covered by manufacturing defects or device warranty, such as accidental damage, or misuse shall be billed at \$120/hour for labor plus parts, up to a maximum of \$3,500 per incident.
 - 3.4. Agency will receive transparent cost estimates before any non-warranty work begins, allowing Agency to approve or decline service.