



SOFTWARE PILOT AGREEMENT

This Pilot Software Agreement (this "Agreement") by and between CueHit, Inc. ("CueHit") and City of Long Beach Police Department ("Pilot Client") (who together are referred to as the "Parties" herein and individually as "Party") is effective as of the date last signed below.

CueHit desires to make available modules of its software products ("Software") to be piloted as detailed in Attachment B; and

The Client wishes to participate in the use and testing of the Software.

In consideration of the promises set forth herein, the Parties hereto agree as follows:

1. ARRANGEMENT

- 1.1. CueHit agrees to provide the usage of Software to Pilot Client.
- 1.2. CueHit agrees to provide the training and configuration services to staff of Pilot Client as defined in Attachment A, Statement of Work.
- 1.3. CueHit agrees to provide Support Services as defined in Attachment A, Statement of Work.
- 1.4. Pilot Client agrees to test, to use and to evaluate the Software as provided herein and report to CueHit with respect to the usefulness, suitability and functionality.
- 1.5. Pilot Client agreed to participate in reasonable marketing activities with CueHit which may include webinars, statements in press releases, videos or tradeshow presentations, as requested and funded by CueHit and approved, in advance by the City.

2. CONFIDENTIALITY AND PROPRIETARY RIGHTS AND DATA PROTECTION

2.1. The copyright to the Software is owned by CueHit. Nothing in this Agreement shall be construed as conveying title in the Software to Pilot Client. Pilot Client acknowledges and agrees that in providing the Software, CueHit may disclose to Pilot Client certain confidential, proprietary trade secret information of CueHit (the "Confidential Information"). Confidential Information may include, but is not limited to the Software, computer programs, source code (including all database stored procedures), object code, flowcharts, diagrams, manuals, schematics, development tools, specifications, screen shots, design documents, engineering know-how, marketing information, financial information, or business plans. All such Confidential Information shall not be disclosed.

2.2. CueHit represents and warrants that Computer-Aided Dispatch ("CAD") and Records Management (RMS) data made available to CueHit will remain protected. Such protection includes taking the appropriate organizational and technical security measures designed to protect against unauthorized or accidental access, loss, alteration, disclosure, or destruction. This may include the aspects of personnel, facilities, storage, and access controls.

2.3. CueHit accesses a copy of the CAD and RMS data as made available by those systems. CueHit will not access production databases of CAD and RMS without the explicit permission of the City if it is required.



2.4 CueHit acknowledges that the information disclosed by the Pilot Client will be sensitive and confidential. CueHit ensures that appropriate security measures, features, mechanisms and assurances are in place to safeguard the Pilot Client's information assets, and that CueHit shall not disclose any such information to any third party absent a written Court Order, and thirty (30) days written notice provided to Pilot Client.

2.5 This summary does not replace the obligation of the firm to comply with all of the City's security policies and standards as listed in all Federal, State, and local laws, ordinances, regulations and guidelines that regulate business in the City's. In the event of a conflict between these requirements and the underlying policies, standards and laws; the underlying policies, standards and laws control.

2.6 The Parties agree that upon the expiration or termination of this agreement, each Party shall return all of documents, material, and information in its possession disclosed by the other Party and destroy any and all copies thereof that remain in their respective possession.

3. WARRANTY & LIMITATION OF LIABILITY

3.1 CueHit represents and warrants that it has the right and legal authority to grant the usage and provide the Software as contemplated by this Agreement. The Software is provided "as is" without warranty. In no event shall CueHit be liable for any damage whatsoever arising out of the use or inability to use the Software, even if CueHit has been advised of the possibility of such damages.

3.2 In no event shall CueHit's total individual cumulative liability hereunder, from all causes of action of any kind, whether arising under contract, tort (including negligence), strict liability, breach of warranty or otherwise, exceed the total amount paid by Pilot Client as fees for the twelve-month period immediately prior to the occurrence of the event that gave rise to such claim.

4. SUBSCRIPTION USE

4.1 CueHit grants to Pilot Client a non-exclusive, non-transferable, royalty free subscription of use right, for the period specified by this Agreement to use the Software. Pilot Client acknowledges and agrees that it will not use the Software for any function other its intended purpose. Pilot Client agrees that it will use the Software carefully and will not use it in any way which might result in any loss of its or any third party's property or information.

4.2 Subscription to Software is for the sole use and benefit of Pilot Client, as defined in Attachment B. Use of Software by any other entity is prohibited unless granted by CueHit, as an amendment to this Agreement.

5. SERVICES AND STORAGE AND FEES



5.1. CueHit agrees to provide the services, storage, transaction processing and third-party subscriptions required during the term of this Agreement.

5.2. Pilot Client agrees to pay Software Subscription Fees to CueHit as defined in Attachment B.

6. REPORT ON USE

6.1. Pilot Client should report to CueHit, as soon as practical, any perceived defect (code or usability) in the Software.

6.2. The Pilot Client is encouraged to provide recommendations to CueHit on enhancements the Pilot Client recommends that CueHit make to the Software.

6.3. The Pilot Client will participate in regularly scheduled conference calls organized by CueHit to jointly review issues with all Pilot Clients.

6.4. The Pilot Client agrees to allow CueHit to use anonymized data from Pilot Client system to highlight system performance

7. TERM AND TERMINATION

7.1. This Agreement shall be in effect for a period of twelve (12) months from the date of signature unless otherwise terminated as provided herein.

7.2. This Agreement may be terminated with thirty (30) days written notice by either Party to the other Party with or without cause.

7.4. Should Pilot Client terminate agreement without cause in accordance with 7.2, no subscription fees paid shall be refunded or prorated by CueHit.

7.3. The obligations of Pilot Client and CueHit in Section 2 above shall survive the termination of this Agreement.

7.4. Either Parties' material alteration/deviation of the terms of this agreement shall constitute cause for termination within the meaning of section 7.2 above.

8. CHOICE OF LAW

8.1. The Parties agree that the creation and interpretation of this agreement shall be construed in accordance with the laws of the State of New York.

8.2. The Parties agree that any disputes or legal actions that arise out of the execution, creation, or performance of this contract shall be governed by the laws of the State of New



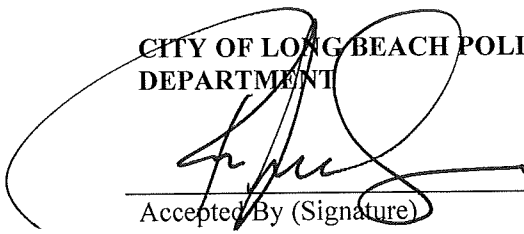
York, and any legal actions will be brought solely in the Federal District Court for the Eastern District of New York, or the New York State Supreme Court, County of Nassau.

SIGNATURE PAGE FOLLOWS



EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF LONG BEACH POLICE
DEPARTMENT



Accepted By (Signature)

Ronald J. Walsh Sr.
Printed Name

Commissioner of Police
Title

5/14/2021
Date

CUEHIT INC.


Accepted By (Signature)

Scott MacDonald
Printed Name

Co-Founder
Title

5/14/2021
Date



Attachment A

STATEMENT OF WORK

This Schedule describes a Statement of Work ("SOW") pursuant to the Pilot Software Agreement (the "Agreement") between City of Long Beach Police Department ("Client") and CueHit Inc. ("CueHit"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

CueHit Software

CueHit will be used to survey citizens that have interacted with Client. Client will be able to configure the surveys and rules based on data received from the Computer Aided Dispatch System. The results of the surveys will be stored within CueHit and available for display in a Feedback Board and within the analytics component called Measure. In addition, Client will make use of automatic text notifications to citizens based on information received from the Computer Aided Dispatch System. Citizens can also text in via QR Code or number to report Feedback via Text the Chief.

CueHit and Client Responsibilities

1. CueHit will configure a tenant and telephone number group for the Client
2. CueHit will schedule a 60-minute kickoff call with the Client to review the objectives, timeline and mutual deliverables
 - o Configure Client administrator account - CueHit
 - o Walk client through the survey builder - CueHit
 - o Walk client through the rules builder - CueHit
 - o Walk client through the Feedback Board- CueHit
 - o Walk client through Activity /Survey tools- CueHit
 - o Walk client through the CueHit CAD Agent and what is needed for the connection to CAD- CueHit
3. Client will gather information needed for Surveys, Rules and CAD Connection - Client
4. CueHit will coordinate a CAD Connection Workshop with Client
 - o Configure CueHit CAD agent- CueHit and Client
 - o Connect to Client CAD – Client
 - o Test feed – CueHit and Client



5. CueHit will coordinate a 2-hour Survey Workshop with Client
 - o Consult on the questions to ask in a satisfaction survey (maximum of 3 questions) = CueHit and Client
 - o Configure the questions in the survey tool = CueHit and Client
 - o Configure the acceptable responses in the survey tool = CueHit and Client
 - o Configure additional criteria (Follow Up question only) = CueHit and Client
 - o Send sample survey to client on text message = CueHit and Client
 - o Review in Feedback Board and Activity Screens= CueHit and Client

6. CueHit will schedule a 1-hour Analytics Workshop with the Client to review the Dashboards that reflect the results of the surveys.
 - o CueHit will review standard visualizations and data in the dashboard

7. CueHit will train the Client Administrators on the use of Text the Chief surveys

SUPPORT SERVICES

This Schedule describes the terms and conditions relating to the Support Services that CueHit **will** provide to Client during the term of the Agreement.

Technical Support Services:

Telephone Assistance. Client will be given the telephone number for CueHit 's support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 5:30pm Central Time) on regular business days, excluding CueHit holidays, to consult with CueHit technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Client may submit requests to CueHit identifying potential problems in the Software. Requests should be in writing and directed to CueHit by e-mail, or through CueHit's Support website. CueHit **retains** the right to determine in its sole discretion the final disposition of all requests and will inform Client of the disposition of each request. If CueHit **decides** in its sole judgment to act upon a request, it will do so by providing a bug fix.

Scheduled Maintenance. Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the Software Updates, operating system updates/patches and updates to other third-party applications as needed. Clients are notified of maintenance periods via an email message or via a banner on the main page of the CueHit application.



Attachment B to Pilot Agreement

PILOT CLIENT SOFTWARE SUBSCRIPTION QUOTATION / MODULE OF USE

Pilot Client:	Date:
City of Long Beach Police Department 1 W Chester St Long Beach, NY 11561	May 10, 2021

This Attachment describes the terms and conditions relating to the Software Subscription Fees that Pilot Client will pay to CueHit for use of Software as described below. Software is for use only by City of Long Beach Police Department, for the interactions between citizens and staff

This quote is valid for 30 days from date of receipt and is based on the anticipated volume of messaging and services to be used.

Item	Commercial Subscription Price	Pilot Customer Subscription Price
Survey Citizen Text Survey Builder (unlimited # configured) Import multiple numbers to start survey Rules to drive surveys and other messages to citizens CAD/RMS Data Connection (does not include any fees CAD/RMS vendor may charge client) Positive Feedback Board Task and Notifications Analytics Satisfaction Score Dashboard Response Rate Dashboard Sentiment Dashboard	\$15,500 Year	\$2500 Year
		Included



Alternative Response		
Inbound Text the Chief to start a survey with QR codes	\$5,000 Year	Included

Total Pilot Subscription Price Per Year	\$2500.00
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Subscription Terms:

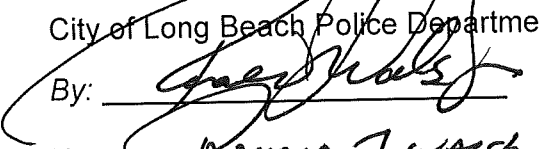
The fees provided in each Quotation are provided on an annual subscription basis. All software quoted herein are governed by the terms of CueHit's Pilot Client Agreement.

100% first year annual subscription at contract signing (Net 30 days) and annually on anniversary date.

In consideration of Pilot Agreement, CueHit agrees to honor the Pilot Customer Subscription Price in this quotation for a period of two years (first year plus first renewal year). After the second year, CueHit may, at its sole discretion increase the Pilot Customer annual Subscription Price, but by no more than 10%.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their undersigned duly authorized representatives as of the day and year first written above:

CueHit Inc.
 By: 
 Name: Scott MacDonald
 Title: Co-Founder
 Date: 5-14-2021

City of Long Beach Police Department
 By: 
 Name: Romeo J. Wash Jr.
 Title: Commissioner of Police
 Date: 5/14/21