

**COUNTY OF EL DORADO****Purchase Contract**

Fiscal Year 2026

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CLOSURE INTELLIGENCE, INC.
169 MADISON AVENUE #15345
NEW YORK, NY 10016

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase
Contract # 10002

SUBJECT TO TERMS AND CONDITIONS ON WEBSITE

<https://www.eldoradocounty.ca.gov/County-Government/Procurement-and-Contracts/PO-Terms-and-Conditions>

For Period: 01/28/2026 To 01/27/2029

PLEASE NOTE: This Purchase Contract is for a NTE (Not To Exceed)
amount.

NTE: \$165,000.00

PRICING PER CLOSURE INTELLIGENCE ORDER FORM

CONTRACT ADMINISTRATOR: VERN PIERSON, DISTRICT ATTORNEY OR SUCCESSOR

MEDIA: ELECTRONIC DOWNLOAD ONLY

THIS PURCHASE ORDER IS BEING ISSUED FOR THE ACQUISITION OF SOFTWARE LICENSES, SOFTWARE MAINTENANCE, UPGRADE PROTECTION AND/OR RENEWALS OF SAME. COUNTY OF EL DORADO DOES NOT ACCEPT PHYSICAL MEDIA FOR EITHER THE INITIAL PURCHASE OF SOFTWARE LICENSES AND/OR ANY SOFTWARE MAINTENANCE AND UPDATES. SOFTWARE, MAINTENANCE AND UPGRADE PROTECTION WHEN ELECTRONICALLY DOWNLOADED ARE NOT SUBJECT TO TAXATION PER THE STATE OF CALIFORNIA, CDTFA REGULATION SECTION 1502 OF TITLE 18 OF THE CALIFORNIA CODE OF REGULATIONS. SHOULD COUNTY OF EL DORADO EVER RECEIVE PHYSICAL MEDIA OR DOCUMENTATION RELATIVE TO THIS SOFTWARE AND/OR SOFTWARE MAINTENANCE AND/OR LICENSE UPDATES, THE COUNTY SHALL BEAR THE COST OF ANY APPLICABLE TAXES RELATIVE TO THIS TRANSACTION.

CLOSURE INTELLIGENCE ORDER FORM & PLATFORM SERVICE AGREEMENT ARE INCORPORATED HEREIN AND MADE BY REFERENCE A PART OF THIS PURCHASE ORDER CONTRACT. EXCEPT FOR ANY REFERENCE MADE TO THE "CONFIDENTIALITY", IN CLOSURE INTELLIGENCE ORDER FORM & PLATFORM SERVICE AGREEMENT IN WHICH CASE THIS PURCHASE ORDER CONTRACT IS SUBJECT TO DISCLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

VENDOR CONTACT:
AARON ZELINGER
(650) 814-9066
AARON@CLOSURE-INTELL.COM

This Purchase Contract expressly limits acceptance to the terms and conditions stated herein, set forth on the website and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by the seller are objected to and hereby rejected unless otherwise stated above.

**CLOSURE INTELLIGENCE
ORDER FORM**

CUSTOMER NAME: El Dorado County District Attorney ("Customer ")

OFFER VALID THROUGH: January 28, 2026

This Order Form ("Order Form ") is subject to terms of the Platform Services Agreement between Customer and Closure Intelligence, Inc. ("Closure ") dated _____ (the "Services Agreement "). Capitalized terms used but not defined in this Order Form will have the meanings assigned to them in the Services Agreement.

Customer Order Contact:

Contact Name: Nadia Bauta

Contact Email: nadia.bauta@edcda.us

Contact Phone: _____

Billing Information:

Contact Name: Justene Cline

Billing Address: 330 Fair Lane Placerville, CA 95667

Billing Email: justene.cline@edcgov.us

SERVICES

Please select and initial one of the following Subscription Term options for the Closure Intelligence Platform License.

Service		Annual Price		Subscription Term	Total Value	
Closure Intelligence Platform: License						
• Option 1	Initials _____	\$67,500	\$145,000	1 Year	\$67,500	\$145,000
• Option 2	Initials _____	\$62,500	\$135,000	2 Years	\$125,000	\$270,000
• Option 3	Initials <u> X </u>	\$55,000	\$120,000	3 Years	\$165,000	\$360,000
Implementation & Configuration Services		\$0	\$150,000	N/A	N/A	

NOTES

- **Payment**
 - o Discounts reflect Customer's early Design Partner Status. Renewals of this Order Form after the first Subscription Term will be subject to Closure's then -current price for the Service.
 - o The pricing in this Order Form only applies during the Order Form Term.
 - o The fees set forth in this Order Form do not include any amounts that might be charged to Customer or Closure by Customer's other vendors and services providers (e.g., API usage fees for an integrated service) or any amounts that might be incurred by Closure in connection with meeting any additional Customer requirements or providing any services or resources not expressly set forth in the Agreement (e.g., additional insurance coverage) (collectively, all such amounts, "Additional Charges ").
 - o The County may add additional services, modules, or features of the same general type and purpose as those described in this Agreement and its Exhibits ("Additional Services") at the same rates, by providing written notice to Closure. Any Additional Services authorized in this


manner shall be deemed part of the Scope of Services and subject to all terms and conditions of this Agreement. By a writing signed by both Parties (including electronic signature or email confirmation), County may allocate or reallocate fees among the various services, modules, or features provided under this Agreement, provided that: such allocations and reallocations shall be documented in writing and signed by both Parties' authorized representatives.

- **Service Allotments**

- o During the Subscription Term, Services shall include the following annual allotments:
 - Eight thousand (8,000) hours of audio and/or video processing
 - Two million (2,000,000) document pages per year
 - Two million five hundred thousand (2,500,000) instances of linked media per year
 - Any usage of the Services during the first fourteen (14) days following the Effective Date shall not count toward the annual Service allotments described above.
- o Closure shall notify Customer in writing (which may include email) when Customer reaches any of the following allotments.
 - Fifty percent (50%) of any allotment, and again upon
 - Eighty percent (80%) of any allotment, and again upon
 - Full usage (100%) of any included allotment.
- o Customer shall not be obligated to pay any overage charges incurred prior to the delivery of the applicable notices.
- o At Customer's election, Closure may increase the Service allotments in increments of twenty -five percent (25%) of the annual allotments, for an additional ten percent (10%) of the Annual License Price, per increment.
 - By way of example, if Customer selects the 1 -Year Annual Price license option, and subsequently elects to purchase two additional increments of Service allotments, Customer would pay an additional thirteen thousand five hundred dollars (\$13,500) to Closure.
- o If Customer does not elect to increase the Service allotments and usage exceeds the included allotments, the excess shall be charged at the following rates:
 - Two dollars fifty cents (\$2.50) per hour of audio
 - Two cents (\$0.02) per PDF page
 - Two cents (\$0.02) per linked media file
- o All executed Order Forms are non-cancelable. All payments are non-cancelable and non-refundable except as expressly provided for the Trial Period in Section 8.5 of the Services Agreement or as otherwise expressly provided in this Order Form or the Services Agreement.

- **Other Terms:**

- o By signing this Order Form, Customer orders from Closure the Services described in this Order Form.
- o In the event of a conflict between this Order Form, as executed by Customer and Closure, and a provision of the Services Agreement, the Services Agreement will control. Any changes made to this Order Form other than the execution of the signature block will be null and void and of no effect. No terms, provisions, or conditions of any purchase order will have any effect on the obligations of the parties under or otherwise modify this Order Form or the Services Agreement.
- o The Parties expressly agree that additions of services or reallocations of fees as set forth in this Section may be accomplished without the need for a formal amendment to this Agreement or further approval, so long as the Total Fiscal Obligation is not exceeded.
- o This Order Form is effective as of the date of last signature below (the "**Order Effective Date** ").

Customer	Closure Intelligence, Inc.
By: _____	By:  _____ <small>Aaron Zelinger (Dec 18, 2025 14:29:07 PST)</small>
_____ (Print Name)	Aaron Zelinger _____ (Print Name)
Title: _____	Title: CEO
Date: _____	Date: 12/18/2025

Closure Intelligence, Inc.
Platform Services Agreement

This Platform Services Agreement (together with all Orders, the “**Agreement**”) is between Closure Intelligence, Inc. (“**Closure**”) and El Dorado County District Attorney (“**Customer**”) and is effective as of _____ (the “**Effective Date**”). This Agreement allows Customer and its Affiliates to purchase access to certain of Closure’s services as specified under one or more Orders. Certain capitalized terms are defined in **Exhibit A** and others are defined contextually in this Agreement.


Agreed as of the Effective Date by each party’s authorized representative:

Customer

Closure

169 Madison Ave
STE 15345
New York, NY 10016

Signature



Signature

Print Name

Aaron Zelinger

Print Name

Title

CEO

Title

Primary Contact:
Email:

Primary Contact:
Email:

1. Services

1.1. Services can be purchased pursuant to Orders. During a Subscription Term, Customer may access and use the Services only for its internal purposes in accordance with the Documentation, this Agreement, and any limitations set forth in the applicable Order. Closure may, in its sole discretion, charge Customer for excess use at Closure’s then-current overage rates.

1.2. Closure will provide standard support and maintenance to Customer for the Service at no charge. In the event of a non-standard support and/or maintenance request by Customer, Closure shall notify Customer in writing (email acceptable) that such request is non-standard and shall communicate to Customer the current applicable rate. Upon Customer’s written acceptance, Closure shall provide such non-standard support and maintenance for the Service at the current applicable rates.

2. Data.

2.1. Use of Customer Data. Customer grants Closure the non-exclusive, worldwide, sublicensable right to use, copy, store, disclose, transmit, transfer, display, and modify Customer Data only as necessary to: (a) provide the Services; (b) derive or generate Product Data; and (c) as otherwise required by Laws or as agreed to in writing between the parties. Customer agrees and acknowledges that Closure may also Process log-in credentials and related information of Users in connection with Closure’s provision of the Services.

2.2. Product Data. Closure may Process Product Data for internal business purposes, such as to improve, support, develop, and maintain its current and future technology, products, and services, including to test and improve its models and algorithms.

2.3. Third-Party Data. Any Third-Party Data that Closure may provide via the Services is governed by the third-party providers’ policies. Closure may choose to terminate the provision of any Third-Party Data if

Closure's rights to such Third-Party Data change.

3. **Customer Obligations** .

3.1. General. Customer is solely responsible for its Customer Data and will provide and maintain its Customer Systems. Customer represents and warrants that: (a) it has all rights necessary for Closure to integrate the Services with Customer's systems, databases, Customer Data, and applicable Third-Party Data and Third-Party Platforms; (b) it has made all disclosures, provided all notices, and obtained all rights, consents, and permissions necessary for Closure to Process Customer Data as set forth in this Agreement; (c) Customer will ensure that its Users do not share log-in credentials (including between Users) for the Services; and (d) Customer will comply with Laws when using the Services. Customer is responsible for its Users' compliance with this Agreement.

3.2. Illegal Content. Closure recognizes that Customer is a law enforcement agency and that Customer will use the Services exclusively for authorized law enforcement purposes. In that context, Closure understands that Customer may, in its official capacity, use the Services in connection with law enforcement investigations related to illegal content ("**Illegal Content** "), including without limitation child pornography and child sexual assault materials. Without limiting the generality of Customer's obligations set forth in Section 3.1, Customer agrees that with respect to any Customer Data that is, or includes, Illegal Content, (a) Customer, and not Closure, is the exclusive owner, controller, and sole possessor of such Illegal Content; (b) to the extent that Closure receives any Illegal Content from, or Processes any Illegal Content on behalf of, Customer, Closure is acting exclusively at the direction of Customer as Customer's agent; (c) Customer is solely responsible for, and holds Closure harmless with respect to, all requirements under Law related to or arising from the use, possession, storage, or other Processing of such Illegal Content, including without limitation all reporting and notification requirements related thereto.

3.3. CJIS Requirements. For any CJIS Data, Customer will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and Third-Party Data; (b) Customer agrees to protect the Services and all Third-Party Data, in each case, by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Services and any Third-Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Closure staff, CJIS, and any Third-Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Closure.

4. Third-Party Platforms . Use of any Third-Party Platforms integrated into, or otherwise provided or used in connection with, the Services are subject to Customer's agreement with the relevant provider. Closure disclaims all liability for Third-Party Platforms and their respective providers. By enabling a Third-Party Platform to interact with the Services, Customer authorizes Closure to access and exchange Customer Data with such Third-Party Platform on Customer's behalf.

5. **Commercial Terms**.

5.1. Subscription Term. Except as set forth in an Order, each Subscription Term will automatically renew for successive 12-month periods unless either party gives the other party notice of non-renewal at least 90 days before the current Subscription Term ends.

5.2. Fees and Taxes. Fees for the Services are described in each Order ("**Fees**"). Fees are invoiced as described on the schedule in the Order. Unless the Order provides otherwise, all Fees are due within 30 days of the invoice date. Fees for renewal Subscription Terms are at Closure's then-current rates, regardless of any discounted pricing in any Order. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. Customer is responsible for any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to Orders, whether domestic or foreign, other than Closure's income tax ("**Taxes**"). All Fees are exclusive of Taxes and are non-refundable.

6. Restrictions. Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to a Service to a third party (other than Users for use in accordance with this Agreement); (b) use any Service on behalf of, or to provide any product or service to, third parties; (c) use any Service to develop a similar product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to any Service, except to the extent such a restriction is expressly prohibited by Law (and then only with prior notice to Closure); (e) modify or create derivative works of any Service or copy any element of any Service; (f) remove or obscure any proprietary notices in any Service; (g) publish benchmarks or performance information about any Service; (h) interfere with the operation of any Service, circumvent any access restrictions, or conduct any security or vulnerability test of any Service; (i) take any action that risks harm to others or to the security, availability, or integrity of any Service; (j) access or use any Service for any fraudulent activities or in any manner that violates any Law; or (k) send, store, input, upload, submit, transmit, or otherwise provide any viruses or any infringing, unlawful, or injurious materials to or in connection with the Services.

7. Disclaimers.

7.1. General. The Services are provided “AS IS”. Closure, on its own behalf and on behalf of its suppliers and licensors, makes no other warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, or noninfringement. Closure does not warrant that Customer’s use of the Services will be uninterrupted or error-free, that Closure will review Customer Data for accuracy, or that it will maintain Customer Data without loss. Closure is not liable for (a) delays, failures, or problems inherent in use of the Internet and electronic communications or other systems outside Closure’s control; (b) any decisions, actions, or omissions that Customer or any Users make as a result of using the Services or any Reports obtained or accessed via the Services or in connection with use of the Services; (c) any Third-Party Data, or Third-Party Platform; (d) any trial, beta, or other evaluation products or services; or (e) any Service suspension.

7.2. Service Output. Customer is responsible for reviewing all Reports to ensure they are accurate and appropriate for their intended use, as well as for how the Services and any related results, materials, or outputs are used or relied upon by Customer and Users. Customer acknowledges that Reports and Service Output may: (i) contain errors or inaccuracies due to input quality or limitations of the underlying technology; and (ii) include Third-Party Data or other third-party content. Closure makes no representations or warranties about the accuracy, reliability, or error-free nature of Service Output and is not liable for Customer’s use of any Service Output. Closure is not a law firm, does not provide legal services or advice, and no attorney-client relationship is created. Any outputs generated are not legal advice and are not guaranteed to be correct, complete, or current.

8. Term and Termination.

8.1. Term; Termination. The term of this Agreement (the “Term”) starts on the Effective Date and continues until expiration or termination of all Orders. Either party may terminate this Agreement (including any or all Orders) if the other party fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice. In addition to any termination rights set for in this Agreement, the Agreement is subject to termination as provided herein.

(a) Mutual Consent. Services under this Agreement may be terminated by mutual written consent of the parties.

(b) For Non-Appropriation. Customer’s obligation to pay any amounts due for those fiscal periods succeeding the current fiscal period are contingent upon appropriation or approval of funds for that purpose. If such funds become unavailable, then Customer may elect to terminate this Agreement by giving written notice of termination to Closure effective immediately or on such other date as County specifies in the notice. In such an event, the Customer shall have no further liability to pay any funds to Closure or to furnish any other consideration under this Agreement, and Closure shall not be obligated to perform any provisions of this Agreement or to provide services intended to be funded pursuant to this Agreement.

8.2. Effect of Termination. Upon expiration or termination of an Order, Customer’s access to and Closure’s obligations to provide the Services described in the Order will cease. Closure will be under no

obligation to store or retain any Customer Data and may remove the applicable Customer Data from its systems at any time in its sole discretion. Customer Data and other Confidential Information, as defined in Section 12, may be retained in Recipient's standard backups notwithstanding any obligation to delete the applicable Confidential Information but will remain subject to this Agreement's confidentiality restrictions.

8.3. Survival. These Sections survive expiration or termination of this Agreement: 2.2 (Product Data), 3 (Customer Obligations), 4 (Third-Party Platforms); 5.2 (Fees and Taxes), 6 (Restrictions), 7 (Disclaimers), 8.2 (Effect of Termination), 8.3 (Survival), 9 (Ownership), 11 (Limitations of Liability), 12 (Confidentiality), 13 (Required Disclosures), 15 (General Terms), and **Exhibit A** (Definitions). Except where an exclusive remedy is provided in this Agreement, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

8.4. Suspension. Closure may immediately suspend or terminate Customer's access to any or all of the Services if: (a) Customer breaches this Agreement; (b) Closure's provision of any Service is prohibited or otherwise adversely affected by Laws or changes to Laws; (c) Customer's actions risk harm to any of Closure's other customers or the security, availability, or integrity of a Service; (d) Closure reasonably determines that there is a threat or potential threat or attack or potential attack on any Service; (e) any vendor suspends or terminates Closure's access to or use of any products or services required for the Service; or (f) Customer's Service usage substantially exceeds normal usage levels.

8.5. Trial Period Termination. Notwithstanding anything to the contrary in Section 5.2 or the Order Form, Customer shall have the right to terminate this Agreement and any associated Order Form for convenience within ninety (90) days following the Order Effective Date (the "Trial Period"). To exercise this right, Customer must provide written notice of termination to Closure within the Trial Period. Upon such termination, Closure shall refund to Customer any Fees paid by Customer to Closure under the applicable Order Form for the terminated Services. The provisions of Section 8.2 (Effect of Termination) and Section 8.3 (Survival) shall apply to the extent consistent with this Section 8.5.

9. Ownership . Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except as expressly provided in this Agreement, as between Customer and Closure, Customer retains all intellectual property rights and other rights in Customer Data and Service Output. Except for Customer's use rights in this Agreement, Closure and its licensors retain all intellectual property rights and other rights in and to (a) the Services; (b) any work product or results of the provision, operation, or maintenance of the Services (other than Customer's Service Output); (c) all Documentation and Product Data; (d) all Closure technology, templates, algorithms, formats, and dashboards; (e) all general skills, know-how, processes, methodologies, tools, techniques, routines, or technologies, in each case, that are created, adapted or used by Closure in its business generally; and (f) all modifications or improvements to any of the foregoing items set forth in subsections (a) through (e) made by or on behalf of Closure. If Customer provides Closure with feedback or suggestions regarding the Services or other Closure offerings, Closure may use the feedback or suggestions without restriction or obligation.

10. Indemnification. Closure is required to defend and indemnify the Customer against any third-party claims alleging that the Services, when used as authorized under this Agreement, infringe the intellectual property rights of such third-party, including paying court-awarded damages, fines, and reasonable legal fees or settlement costs. These obligations apply only if the Customer promptly notifies Closure of the claim, allows Closure exclusive control over its defense and settlement, and provides reasonable cooperation at Closure's expense (provided that Customer may participate in the defense with its own counsel at its own expense). Customer may not settle an indemnified claim without Closure's prior written consent. Closure may not settle an indemnified claim without Customer's prior written consent if the settlement would require the Customer party to admit fault or have non-monetary obligations. In the event of an infringement claim, Closure may, at its discretion, secure continued usage rights, replace or modify the Services to resolve the issue without reducing functionality, or terminate the affected subscription and refund any pre-paid, unused fees. Closure's indemnity does not extend to claims arising from the Service Output, Customer's unauthorized product modifications, use with unauthorized third-party products, unsupported software releases, or issues stemming from third-party products or customer data/materials. This IP indemnification is the

Customer's exclusive remedy and constitutes Closure's complete liability for intellectual property infringement claims.

11. Limitations of Liability. Both parties, their successors, assigns, Affiliates, and each of their suppliers, licensors, employees, officers, and agents, will not have any liability arising out of or related to this Agreement for (a) any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business, or any indirect, special, incidental, reliance, or consequential damages of any kind, even if informed of their possibility in advance or (b) any amounts that exceed, in aggregate, the amounts paid or payable by Customer to Closure pursuant to this Agreement during the 12 months prior to the date on which the applicable claim giving rise to the liability arose under this Agreement. The waivers and limitations in this Section 11 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

12. Confidentiality.

12.1. Definition. "Confidential Information" means information disclosed to the receiving party ("Recipient") under this Agreement that is designated by the disclosing party ("Discloser") as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Closure's Confidential Information includes any technical or performance information about the Services. Customer's Confidential Information includes Customer Data.

12.2. Obligations. As Recipient, each party will: (a) hold Confidential Information in confidence and not disclose it to third parties except as expressly permitted in this Agreement; and (b) only use Confidential Information to fulfill its obligations and exercise its rights expressly set forth in this Agreement. At Discloser's request, Recipient will delete all Confidential Information, except, in the case where Closure is the Recipient, Closure may retain the Customer's Confidential Information to the extent required to continue to provide the Services. Recipient may disclose Confidential Information to its employees, agents, contractors, subcontractors, and other representatives having a legitimate need to know, provided it remains responsible for their compliance with this Section 12 and they are bound to confidentiality obligations no less protective than this Section 12.

12.3. Exclusions. These confidentiality obligations do not apply to information that: (a) is or becomes public knowledge through no fault of the receiving party; (b) the receiving party rightfully knew or possessed prior to receipt under this Agreement; (c) the receiving party rightfully received from a third party without breach of confidentiality obligations; or (d) that is independently developed without using the other party's Confidential Information.

12.4. Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 12.

13. Required Disclosures. Nothing in this Agreement prohibits either party from making disclosures, including of Confidential Information, if required by Law, subpoena, or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort to obtain confidential treatment.

14. Publicity. Neither party may publicly announce that the parties have entered into this Agreement, except with the other party's prior consent or as required by Laws. However, Closure may include Customer and its trademarks in Closure's customer lists and promotional materials but will cease further use at Customer's written request.

15. General Terms.

15.1. Assignment. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement to a successor to all or substantially all of its business or assets to which this Agreement relates (including in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all its assets or voting securities). Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

15.2. Governing Law; Arbitration. This Agreement is governed by the laws of the State of California

without regard to conflicts of laws provisions. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the Bay Area, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. This clause shall not preclude parties from (a) seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction and (b) seeking an injunction in any court of competent jurisdiction.

15.3. WAIVER OF JURY TRIAL. CUSTOMER AND CLOSURE HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THIS AGREEMENT.

15.4. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

15.5. Notices. Except as set out in this Agreement, any notice or consent under this Agreement must be in writing to the addresses on the first page and will be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if by certified or registered U.S. mail (return receipt requested); (c) one day after dispatch if by a commercial overnight delivery service; or (d) upon confirmation of receipt by email to the email address set forth for the party on the signature block of this Agreement or, if no confirmation has been received, one business day after the date of sending. Either party may update its address with notice to the other party. Closure may also send operational notices to Customer through the Services.

15.6. Entire Agreement. This Agreement (which includes all Orders) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

15.7. Amendments. Any amendments, modifications, or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Closure. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by Closure; any of these Customer documents are for administrative purposes only and have no legal effect.

15.8. Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal, or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

15.9. Government Terms. Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Services were developed fully at private expense. All other use is prohibited.

15.10. Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control.

15.11. Subcontractors. Closure may use subcontractors and permit them to exercise Closure's rights under this Agreement as long as Closure remains responsible for their compliance and overall performance under this Agreement.

15.12. Independent Contractors. The parties are independent contractors, not partners or joint venturers.

15.13. Conflicts in Interpretation. If there are inconsistencies or conflicts between the terms of the body of this Agreement and the terms of any schedules, exhibits, attachments, addenda, policies, and other documents attached to or incorporated by reference in this Agreement, the order of precedence is as follows:

(a) the terms contained in the body of this Agreement; (b) the terms of the schedules, exhibits, attachments, addenda, and policies to this Agreement; and (c) the Documentation.

Closure Intelligence, Inc.
Platform Services Agreement

- 1.1. **"Affiliate"** means an entity directly or indirectly owned or controlled by a party, where "ownership" means the beneficial ownership of 50% or more of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.
- 1.2. **"CJIS Data"** means Customer Data that is subject to the requirements of the CJIS Security Policy set forth by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division.
- 1.3. **"Criminal Justice Information Services Division"** or **"CJIS"** means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.
- 1.4. **"Customer Data"** means any data or information that: (a) Customer (including its Users) submits to the Services, including from Third-Party Platforms; and (b) is Processed by Closure to provide the Services to Customer.
- 1.5. **"Customer Systems"** means Customer's hardware, software, other technology, and infrastructure that Customer is required to provide and maintain in order for Customer to access and use the Services.
- 1.6. **"Documentation"** means the then-current version of Closure's usage guidelines and standard technical documentation for the Services that Closure makes generally available to its customers of the applicable Services.
- 1.7. **"Laws"** means all applicable relevant local, state, federal and international laws, regulations and conventions.
- 1.8. **"Order"** means an order form that describes the Services being purchased by Customer that is executed by the parties and references this Agreement.
- 1.9. **"Process"** or **"Processed"** means to collect, access, use, disclose, transfer, transmit, store, host, or otherwise process.
- 1.10. **"Product Data"** means information generated from the use of the Services, which data does not identify Users, any other natural human persons, or Customer, such as technical logs, data, and learnings about Customer's use of the Services, or anonymized or aggregated versions of Customer Data that no longer identify Customer or any specific individual, but expressly excluding any identifiable Customer Data.
- 1.11. **"Report"** means any information, reports, outputs, or other materials obtained or accessed via, or provided by the Services, including Service Output.
- 1.12. **"Service"** or **"Services"** means the then-current version of Closure's proprietary platform and other Services that are identified in the relevant Order.
- 1.13. **"Service Output"** means any data, text, software, audio, video, images, content, computational results, predictions, recommendations, decisions, output, or other information or material that is provided by the Service, derived from Customer Data, and provided to Customer or its Affiliates, or any of their employees, agents, consultants, third-party contractors, vendors, customers, or end users.
- 1.14. **"Subscription Term"** means the period during which Customer's subscription to access and use the Services is in effect, as identified in the applicable Order.
- 1.15. **"Third-Party Data"** means any third-party data that is licensed from third party vendors and made accessible via the Service. For clarity, Third-Party Data does not include any Customer Data.
- 1.16. **"Third-Party Platform"** means any third-party platform, database, add-on, service, or product not provided by Closure that Customer elects to integrate or enable for use with any Service.
- 1.17. **"User"** means any employee or contractor of Customer or its Affiliates that Customer allows to use the Services on Customer's behalf.
- 1.18. **"Trial Period"** means the period following the Order Effective Date during which Customer may terminate this Agreement and any associated Order Form for convenience, as further described in Section 8.5.


Purchase Contract 10002

Final Audit Report


2025-12-18


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