DATE: December 21, 2020

TO: 911 Emergency Response Advisory Committee

FROM: Jenn Felter, Communications Supervisor, Washoe County 775/333-7017, jfelter@washoecounty.us

THROUGH: Sheriff Darin Balaam, Washoe County Sheriff's Office

SUBJECT: REGIONAL PSAP FUNDING REQUEST – by WASHOE COUNTY SHERIFF'S OFFICE COMMUNICATIONS CENTER TO ENTER INTO CONTRACT FOR AN ANNUAL OR 60-MONTH TERM WITH CARBYNE 911 [A NG-911 SOLUTION] FOR WASHOE COUNTY COMMUNICATIONS TO CONTINUE BEING ABLE TO LOCATE CALLERS WITH EMERGENCIES THROUGH PSAP INTITATED TEXT OR VIDEO - A review, discussion and possible action to approve, deny or otherwise modify a request to enter into contract with Carbyne 911 [NG-911 Solution] for an Annual amount NOT TO EXCEED: **$60,900.00 (annual),** or 60-month term in an amount NOT TO EXCEED: **$304,500.00 (60-month)**

SUMMARY

PUBLIC SAFETY EQUIPMENT/LICENSING FOR PRIMARY PSAP (Public Safety Answering Point) **WASHOE COUNTY SHERIFF'S OFFICE COMMUNICATIONS**:
Carbyne 911 is an NG-911 solution that Washoe County Sheriff's Office has been using for the last 12 months. The company allows for PSAP's to initiate on Emergency and non-Emergency calls for service with citizens that do not know their exact location. The solution uses cell tower technology that our phone provider cannot tap into nor allows us to initiate a caller's location. The technology is text base to a smart phone, where upon initiation of the text sent by the PSAP the caller accepts terms to allow Carbyne 911 (C-Live Universe) to access video and text, but most importantly gives your location with an accuracy of nearly 10 feet based on cell tower and WiFi locations. C-Live is a cloud-based solution that is deployed on the AWS GOV cloud. If a caller contacts 911 outside of self-initiated calls for service C-Live can capture an automatic location with every call as well as self-initiated. It allows for live video, imagery and chat (as mentioned). C-Live is also used for event history which include but not limited to; breadcrumbs of the caller's phone, heatmap according to predefined parameters, data capturing, etc.

The Annual and/or 60-month term [contract] has been negotiated to allow Washoe County to continue to use this technology for unincorporated Washoe County citizens. The contract offers 12 licenses for internal Communications use, 1 Event, 5 training licenses, and finally 5 licenses which will allow for PSAP to MDT transfer during high profile calls for service such as; Active Shooters, and Fires.

Carbyne 911 sits on the existing CAD desktop but IS NOT integrated. It will however be interfaced with our phone system [Intrado] through digi-device that is used to auto-populate the window in

which the phone number is placed for C-Live activation. This is a tool that may or may not be used by the Dispatcher as it is not automatically launched. We request a review, discussion and possible action to approve, deny or otherwise modify a request to enter into contract with Carbyne 911 [NG-911 Solution] for an Annual amount NOT TO EXCEED: **$60,900.00 (annual),** OR 60-month term in an amount NOT TO EXCEED: **$304,500.00 (60-month)**

NRS APPLICABLE: *NRS 244A.7645*

Provides approval of costs associated with purchasing, leasing or renting the equipment and software necessary to operate the enhanced telephone system, including, without limitation, equipment and software that identify the number or location from which a call is made , upgrade and replacement of equipment necessary for the operation of the enhanced telephone system.

STAKEHOLDER REVIEW(s)

Stakeholders are the area primary Public Safety Answering Points (PSAP) – Washoe County Sheriff's Office Communications, City of Sparks Emergency Communications and City of Reno Public Safety Dispatch, and each PSAP's contracted Agencies.

PREVIOUS ACTION BACKGROUND

None taken.

FISCAL IMPACT

The Enhanced 911 Fund is a special revenue fund which receives revenue pursuant to NRS 244A.7643 in the form of telephone surcharges collected to support the emergency reporting system.

RECOMMENDATION

It is recommended that the E911 Emergency Response Advisory Board approve the request presented by Washoe County Sheriff's Office Communications Center, to continue to keep this NG-911 solution for Washoe County Communications and to utilize for additional technology to communicate, and/or locate callers during an emergency, in an Annual amount NOT TO EXCEED: **$60,900.00 (annual),** OR 60-month term in an amount NOT TO EXCEED: **$304,500.00 (60-month)**

POSSIBLE MOTION

Move to approve that the 911 Emergency Response Advisory Board approve the contract term with Carbyne 911 for 60-Months to allow Washoe County Communications PSAP the continue the ability to locate callers through NG-911 technology provided by the vendor in an Annual amount NOT TO EXCEED: **$60,900.00 (annual),** OR 60-month term in an amount NOT TO EXCEED: **$304,500.00 (60-month)**

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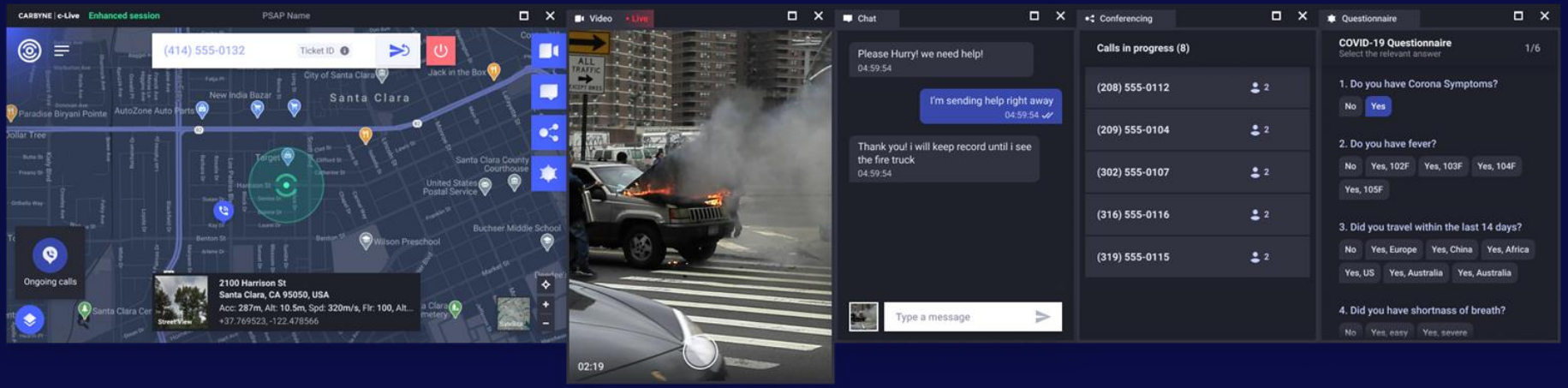
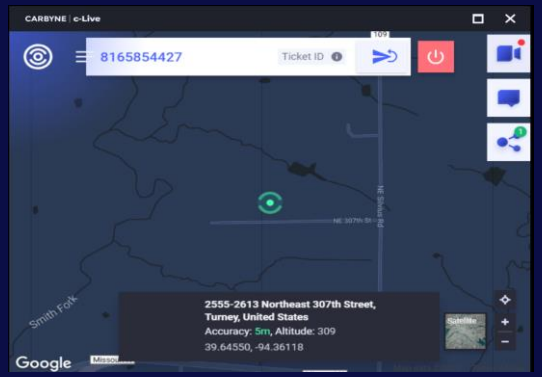
Washoe County- Proposal Essentials

C-Live Universe



- Over the top solution
- Work anywhere
- **Deployed from AWS GOV cloud**

- Automatic location for EVERY call
- Live video, Imagery and Chat
- Conferencing one to many
- Citizens insights pre-defined survey

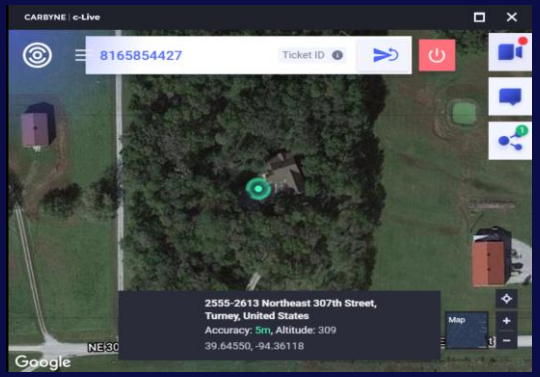


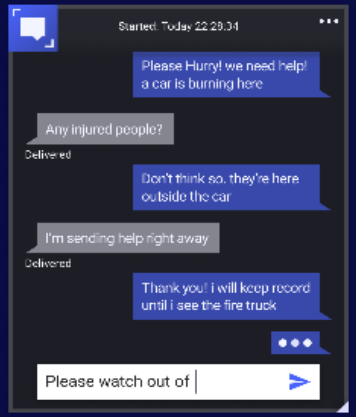
Map Views

- Regular View
- Satellite View
- Street View
- Pan
- Tilt
- Zoom

Live Video & Pictures

- Live Stream Video
- Photo Capture from the Call Taker Desktop
- Photo's Taken From the Scene

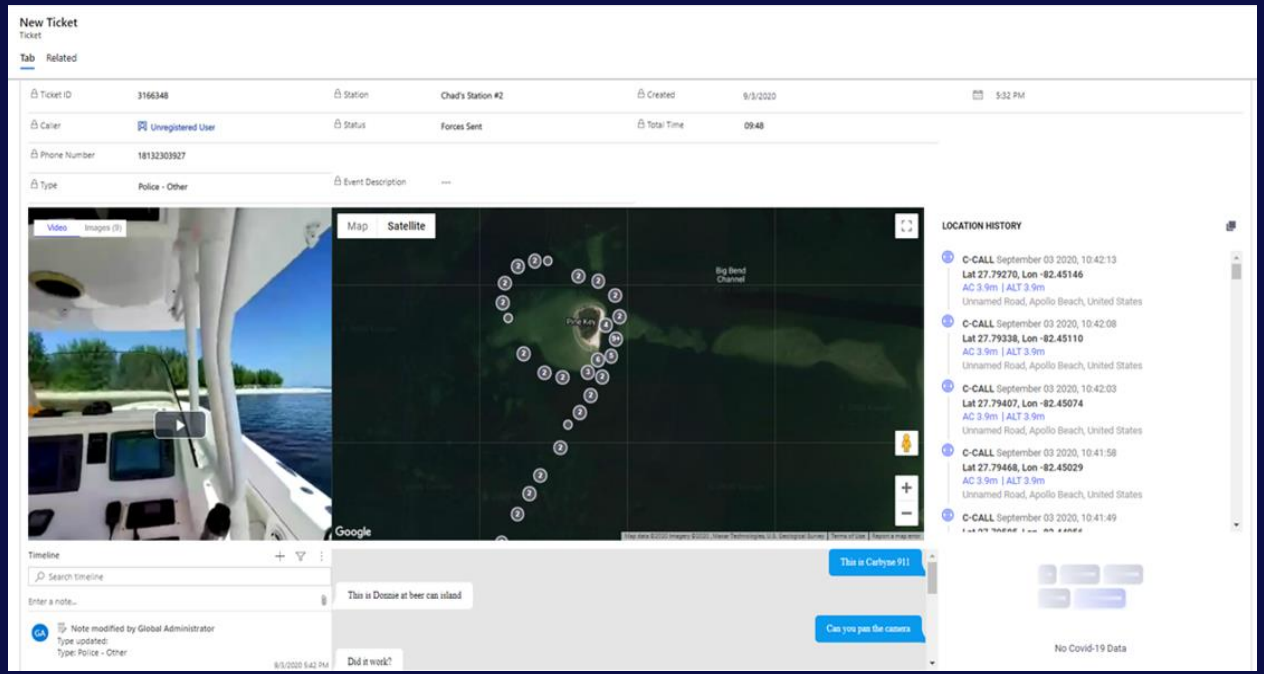




Instant Chat/Messaging

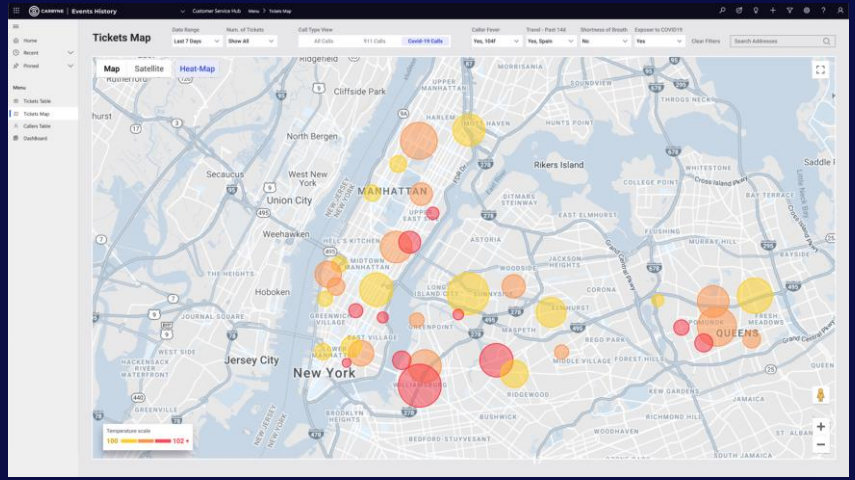
- Silent Transmission For Security
- Confirmation of Send and Receive

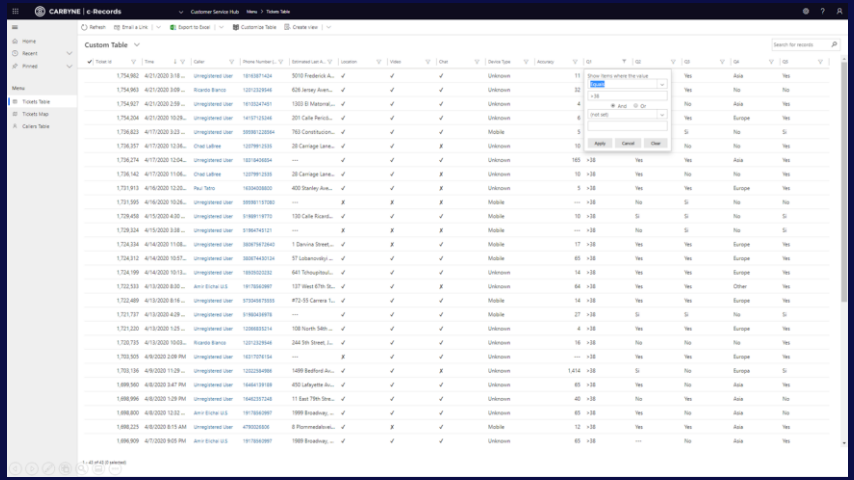
Events History - Included



- Caller profile information (but not limited to)
  - Caller number
  - Time of call
  - Call duration
  - Incident ticket numbers
  - Home Address
  - Work Address
  - Email
  - Gender, Age
  - Allergies, Medical Info, Disabilities, etc.
- Call/Incident Location
  - History
  - Breadcrumb (if mobile)

Events History - Included





- Heatmap according to predefined parameters
- Leverage your GIS investments

- Full rich-data capturing (Voice + Data)
- Azure Gov Cloud

THANK YOU

CARBYNE | Redefining Emergency Collaboration

Carbyne's c-Live Universe Solution Sales Order - 5 Year, Prepayment

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December 21, 2020

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Welcome To Carbyne

We welcome the opportunity to deploy c-Live Universe with **Washoe County Sheriff's Office, NV** with the ultimate desire of earning your business. Our goal will be to make this solution, c-Live Universe, a game changer in your agency. We thank you for your consideration.

Carbyne has created the c-Live Universe solution with a sole purpose in mind; to enable any Telecommunicator to fully immerse themself into the incident, receive the right information as quickly as possible in order to dispatch efficiently, and with great confidence, that they are providing the right response.

The power of the c-Live Universe solution is that it is a cloud native solution. Therefore, it can simply be installed on any computer having internet connection with zero interruption to existing working products, whether it be 9-1-1, 3-1-1, or any ECC.

c-Live Universe solution has three core panes:

- Pinpoint accurate mobile location mapping
- Live video chat
- Instant messaging capability

Project Approach

A Project will consist of **Washoe County Sheriff's Office** deploying Carbyne's c-Live Universe Public Safety solution which will be configured and operated from **Washoe County Sheriff's Office** Public Safety Answering Point.

During the project period, **Washoe County Sheriff's Office** will use the c-Live solution as a standalone software application operated on Carbyne's Cloud which will not be (nor does the application need to be) integrated into any third-party application.

The system will require **Washoe County Sheriff's Office** to provide hardware and High-Speed internet connection / browser as described in **Appendix A.**

Distinguishing Features

1. Carbyne c-Live Universe is delivered as Software-as-a-Service (SaaS), and sits on top of any Call Center workstation and / or laptop as a typical software icon until opened, default to local map screen, minimized to a very small "**Carball**" and can be deployed quickly and remotely.
2. c-Live Universe displays any incoming Wireless calls, (9-1-1 or administrative) with data-rich features including real-time video from the Caller's device, advanced device-based location, and silent-instant chat.
3. Events History provides Domain Awareness via a user interface which presents the PSAP data via customizable reports and views including heat maps for incidents. These incidents can be filtered to see concentrated areas of geography per incident type.

Additional Features

- Precise, persistent, and accurate location of the Caller
- The ability to initiate an SMS text to the calling party for approval to share their location as well as live video stream for on-scene situational awareness. This provides the Telecommunicator / Agency with a higher level of confidence regarding incident response and field resource support & safety.
- Two-way Instant Silent Chat Dropped-Call protection - backup data connection if voice call drops for any reason. The Telecommunicator can continue to communicate / instant chat and / or check on the Caller should the voice call end unexpectedly.
- Instant Chat delivery confirmation via the GUI
- Event History - Jurisdictional Map view

Carbyne extends its thanks to **Washoe County Sheriff's Office** for allowing us to share how we can serve as your ***provider of precise location information with video, pictures and chat to enhance your current 9-1-1 and CAD systems from 9-1-1 to Live-1-1***.

Sincerely,

Steve Fullerton

Stephen Fullerton
Carbyne Senior Strategic Account Executive

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Solution Overview

c-Live Universe

Carbyne's c-Live Universe is delivered as Software-as-a-Service (SaaS), and sits as an unobtrusive icon on the client's screen until activated. Even then, it can be minimized to a small 'floating' icon that can be moved anywhere on the display until needed and allow the full use of other applications when not in use. All windows are configurable and can be minimized / maximized at any time during the Telecommunicator's workflow. c-Live Universe requires no integration with existing systems and can be run using commercially available, custom-off-the-shelf (COTS) hardware and software.

The c-Live Universe is uniquely poised to help agencies minimize response time and maximize efficiency while empowering the way Callers communicate with emergency services in crisis situations, as well as in non-emergency situations.

Next Gen Features

AML: Carbyne can activate Advanced Mobile Location (AML) to provide 9-1-1 calls with precise location from the operating system.

Device Based Location: To deliver location services for every call without an app (non-emergency, 3-1-1, 10-digit, etc.) - Carbyne partnered with SMS providers offering Enterprise level services to send an automatic link to a Caller. This ensures that the Caller is in full control of their data and information they consent to share without the need to download any app.

Live Video: The Live Video feature allows Telecommunicators to activate a video session with a Caller (once accepted). This enhances situational awareness through interaction between the Caller, the Telecommunicator & First Responders, for the first time. Viewing live video, while optional, is a powerful tool to address incidents where the Caller's communications are not clear or visual images can help the Telecommunicator gain additional information not available. At any time, the video session can be viewed by the Telecommunicator. Likewise, the video screen can be closed at any time, or reopened as desired, without interference of recording the full video session. The video session is in-bound only, and at no point can the Caller see the Telecommunicator.

Photo Capture: Once a c-Live session has been initiated the caller has the ability to take photos from their device in standard or selfie mode. Additionally, the telecommunicator has the ability to remotely take photos using the caller's smartphone camera. These pictures are transmitted directly to the Chat session in Universe and not retained on the caller's device.

Text Communications: Silent Instant Chat (similar to WhatsApp, iMessage) is an effective tool to communicate with non-verbal Callers in order to overcome environmental factors and / or compromising factors that could impede verbal communication. Silent Instant Chat capabilities by Carbyne also provides effective communications with the deaf and hard of hearing community. Telecommunicators will see an indicator on the Chat window validating that their message was delivered to the Caller.

Instant Implementation: Carbyne's interactive communication platform is cloud native. As such, it allows for immediate implementation with zero interruption to existing emergency communications platforms and infrastructure. Our intuitive user interface is currently being used throughout seven countries requiring minimal training due to the simplicity of use. It follows the familiar mobile interface experience most citizens have grown accustomed to.

Citizen Data Protection: The rich data that a citizen has consented to share with an agency is securely stored within the AWS GovCloud and FEDRAMP certified facilities. This data can only be accessed by Authorized administrative role-based users that each Agency appoints. This data is accessible and downloadable only by those defined users for evidentiary purposes per the Agency Legal process.

Audit and Tracking: The c-Live Universe platform collects citizen (consented) rich data on a per-incident basis which can then be compared and analyzed across the jurisdiction of the PSAP over user-defined time periods.

Carbyne Call: c-Live Universe creates a Carbyne Data-rich Session between the Caller, the Telecommunicator & First Responders from any smartphone and does NOT require an App to be installed on the Caller's device.

Carbyne "**Carball**" simulated on a call taking screen.

Carbyne c-Live Universe solution adds the following enhanced components:

1. Precise, persistent, and dynamic device location of the Caller and can also include network-based and / or sensor-based location as applicable.

2. The 9-1-1 Telecommunicator receives the Caller's consent to enable their camera presenting an on-scene video stream providing situational awareness between the Caller's wireless device and the ECC. This is a one-way multi-media path where the Telecommunicator can see what the Caller's camera is seeing, receive photos and take photos through the Caller's device. During the session, the Caller does not see the Telecommunicator. Once the session has ended, the Telecommunicator / Agency has no access to the original Callers' device without initiating a new session and gaining consent.

3. Two-way silent instant chat with no audible notifications provide an extra level of security for the Caller for situations where their personal safety is a concern.

4. Dropped-Call Protection; c-Live Universe provides a backup data connection to the Caller's wireless device, meaning that the 9-1-1 Telecommunicator can continue to communicate with the caller as well as track their current location should the voice call end unexpectedly.

5. Network Outage Mitigation: Should there be a network outage and calls are being routed to local administrative lines you would still have the ability to manually initiate a session with Caller's and receive precise location information, as well as multimedia communications such as video, photos, and chat.

6. Profile information is securely stored in the AWS Gov-Cloud about the Caller, precise location breadcrumbs to include in motion / moving devices with all incident details. PSAP personnel defined with Admin level roles can access this data via the c-Live Events History platform

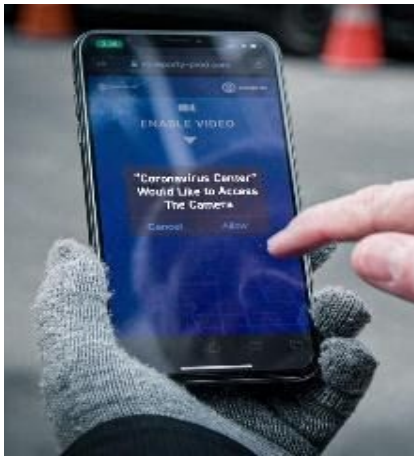
Historical records of all video, chat sessions and location information captured during a session is recorded and stored in the cloud utilizing Carbyne's Event History platform.

How c-Live Universe Works

c-Live Universe appears as an icon on a computer / laptop within any deployed center. It is unobtrusive, easily moved taking up minimal real estate on a Telecommunicator's GUI. The c-Live Universe solution is risk-free in that it requires no integration to your existing Call Handling, CAD or any workstation within your center. The investment in your existing system is preserved and c-Live Universe enhances your existing call-taking application with true Next Gen feature functionality and rich data providing not only situational awareness but can also provide a full domain awareness at any level required (Local PSAP, Agency, Government, State). The incoming caller's number is captured via a DIGI device connected in line with the ANI / ALI spill similar to how CAD and Mapping systems typically receive information.

Additionally, telecommunicators can enter a telephone number manually and initiate a c-Live Universe session. **This capability is especially crucial in times such as the recent outage where your 9-1-1 calls were being routed to your local administrative lines.** With c-Live Universe, the agency could initiate a c-Live Universe session and get the exact device location, as well as all the features and functionality of c-Live Universe.

Either method will produce a SMS message to the Caller, requesting consent to share their device location and camera for the purpose of video and capturing still pictures.

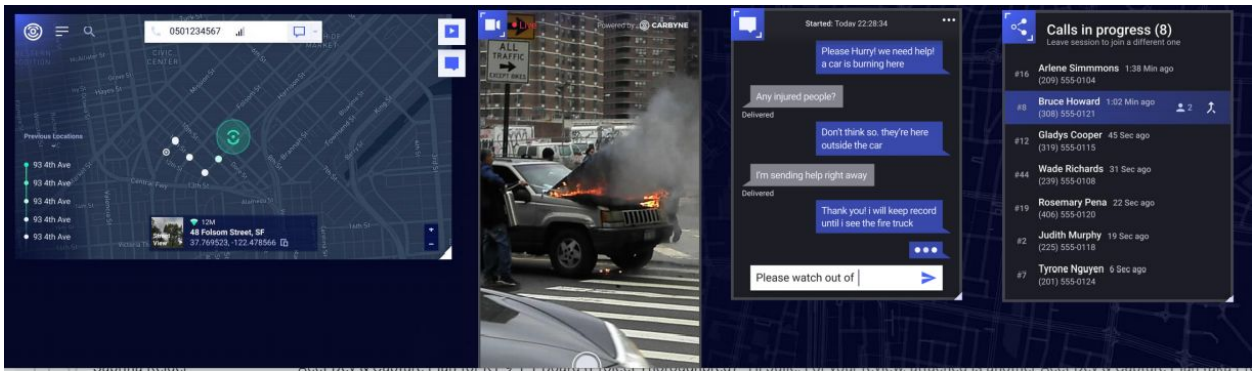


Caller Consent Required

At this point, the Caller will need to open the text message (SMS) notification, as shown in the graphic, and click on the attached link. This will open the mobile device's web browser and will request the relevant permissions / consent to proceed with the Carbyne enhanced call. Telecommunicators should guide the Caller accordingly, as needed. Once the Caller clicks on the permissions link within the text message, Telecommunicators will then be able to open (3) windows that provide them:

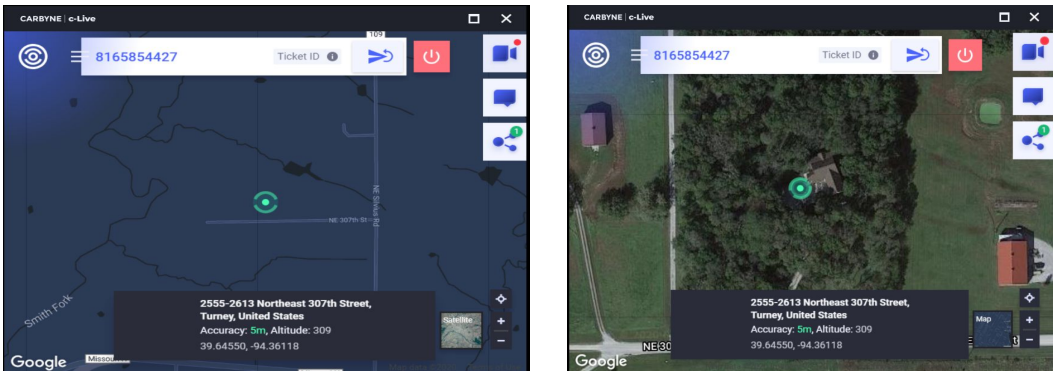
1. Enhanced Device Location
2. Live video from the phone
3. Two-way silent instant chat

Click on the appropriate icon to open location, video, and chat windows. Another click on the same icon closes the corresponding window enabling the Telecommunicator to have opened only the windows (location, video, chat) that are relevant at that time. The graphic below shows the c-Live Universe icon in open mode displaying all three opened customizable windows.



Location

Map & Satellite Land Views (zoom +/- for situational awareness)



Carbyne provides Agencies with instant and accurate Caller device location, as shown in the graphic. Telecommunicators can view locations in a map view or satellite view providing immediate situational awareness. In addition, Carbyne's dynamic location feature provides live tracking while Callers are on the move both on land and water (boats). All tracking requires approval / consent of the Caller in compliance with GDPR regulations.

Video / Picture

For live video stream and / or Pictures (up to 100 per incident) to be sent from the Caller's phone, a link is sent to the Caller and the Caller must grant permission / consent to see their phone camera view. Once permission is granted, the camera is automatically activated and the video from the phone begins streaming to the Telecommunicators' c-Live Universe video window. Video is always being recorded in the cloud even if the Telecommunicator opts to hide the video from view. A supervisor monitoring the call can see the video on their screen for support and / or call escalation assistance. The video is also available within the Events History application (discussed later in this document).

Chat Window

Silent Instant Chat (similar to WhatsApp and iMessage with no audible notification) is an effective tool to communicate with Callers who cannot communicate or are in compromised situations (hiding), or to overcome sound barriers that sometimes occur in phone conversations. Silent Instant Chat capabilities by Carbyne also enable effective communications with the Deaf and Hard of Hearing Community.

Dropped Call Protection

When a Carbyne session is established, it creates an additional, non-audible communication path using Wi-Fi or cellular data which will remain in session even if the original voice connection fails. C-Live Universe's added Next Gen features (video, location, and silent instant chat) will remain active if the Caller doesn't disconnect their device. Should the call end unexpectedly, the Telecommunicator can continue viewing video and location of the Caller from the scene while communicating via the Chat feature.

Carbyne Event History

c-Live Universe comes with an Events History module which stores the complete history of each incident reported in the cloud. Event history provides the PSAP with a valuable tool to analyze incidents and events happening in their jurisdiction.

Event History Features

- Caller profile information (but not limited to)
  - Caller number
  - Time of call
  - Call duration
  - Incident ticket numbers
  - Home Address
  - Work Address
  - Email
  - Gender, Age
  - Allergies, Medical Info, Disabilities, etc.

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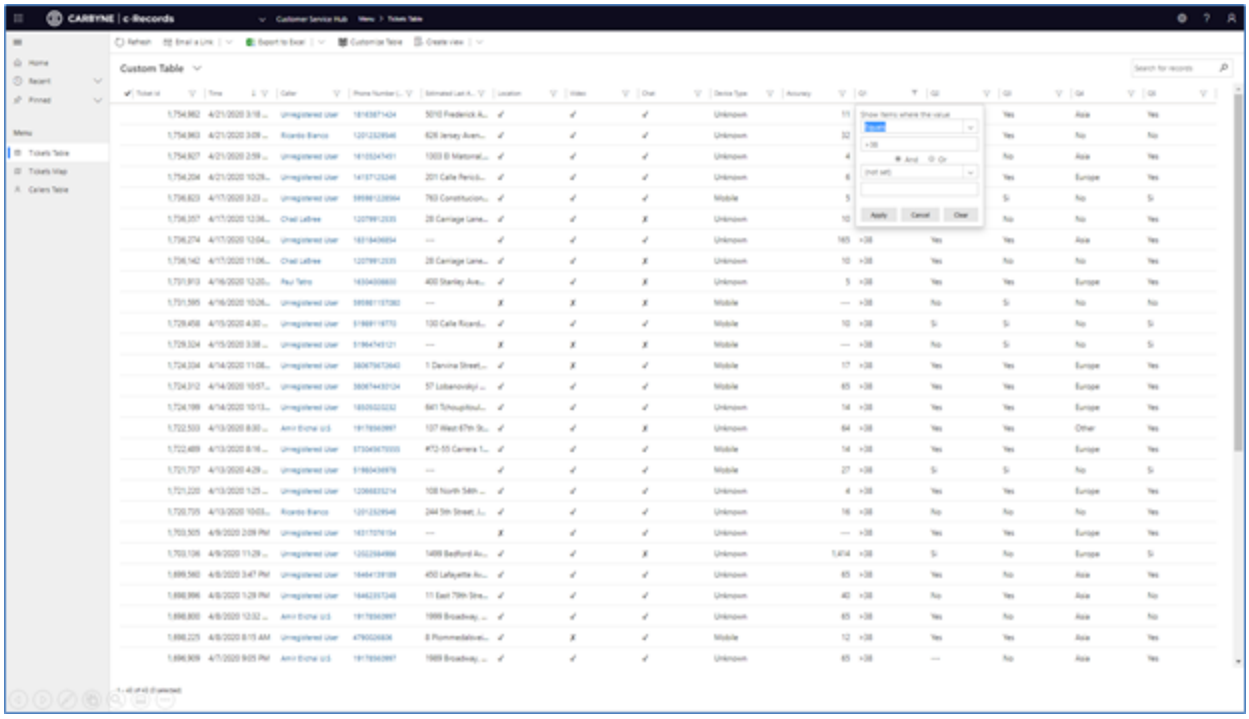
- Event / Incident locations (a breadcrumb depiction of movement is updated approximately every 3 seconds which is extremely valuable when the Caller is in a moving vehicle or a boat on the water and requires assistance)

- Video and pictures (if applicable)
- Full chat dialogue with confirmed receipt icons

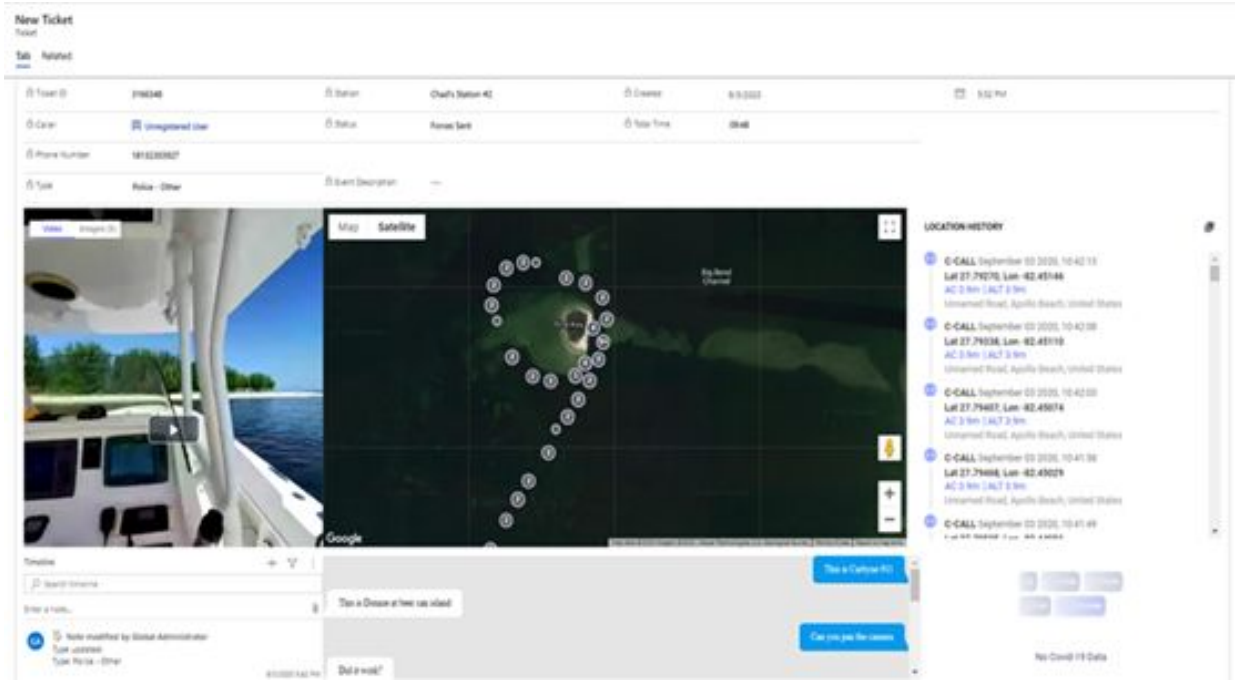
In addition to comprehensive incident information, c-Live Universe allows:

- All information to be accessible from a browser without any on-premises installation required.
- Events History is customizable to add descriptions or comments when necessary (auditable actions showing who added info and when). It provides clear, simple to use, configurable list and map view options such as Heat maps allowing PSAPs, Regional Emergency Management Agencies & State level Emergency Management the opportunity to proactively forecast resources: Police; Fire; & EMS Mobile units, etc. before and as crises occur and as situations escalate.
- Records will be stored with redundancy and encryption within the Microsoft U.S. Government Cloud. Events log will be displayed by configurable filters to provide reports either by lists and / or multiple map views to provide situational awareness and / or Domain Awareness for any level of Agency your center grants permissions for.

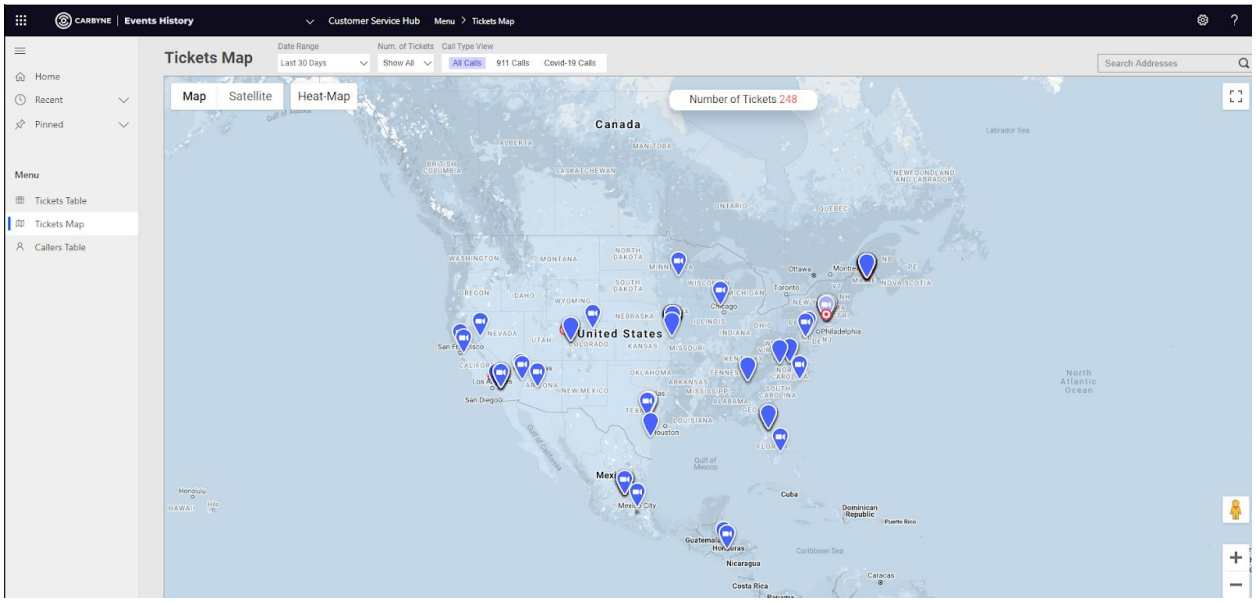
Ticket Table



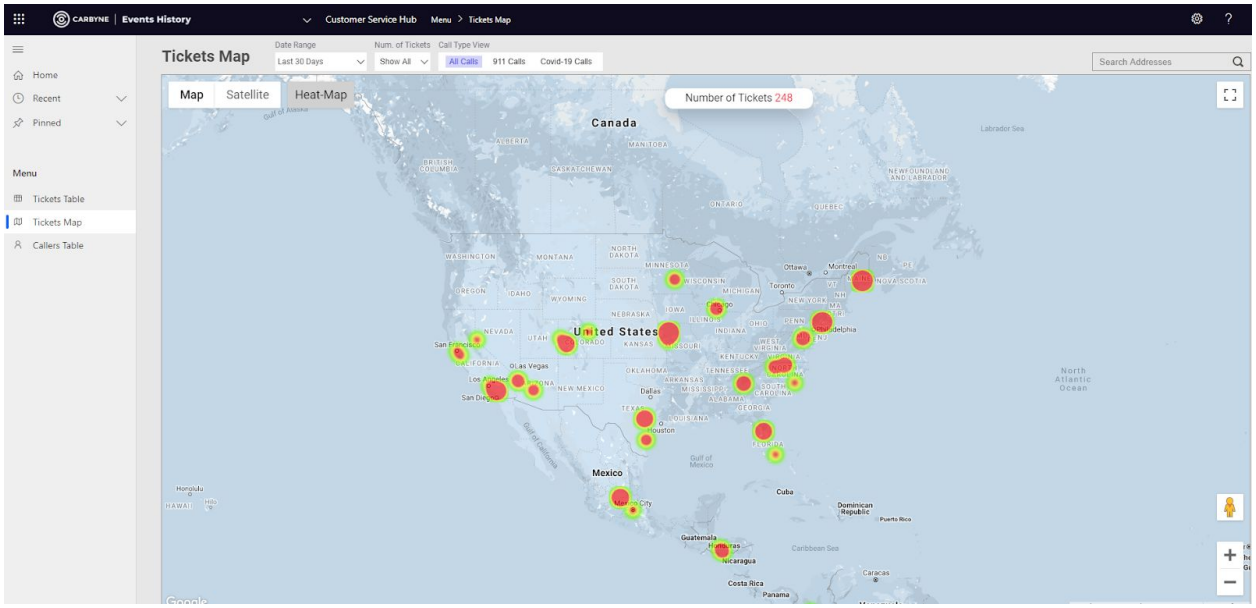
Event Information



Tickets Map



Tickets Map Heat View



Pricing Options

The following pricing includes a total of twelve (12) active c-Live Universe licenses and an additional ten (10) c-Live Universe clients to be installed on back-up positions. Training and remote support for the term of contract, included. An agreed upon training schedule will include a specified number of remote training sessions to accommodate all staff. Carbyne will email training materials to the identified project manager for distribution.

60-Month Term

Item	Qty	Price	Subtotal	Term	Total Term	Discount	Final Price
CLU	12	$500.00	$6,000.00	60	$360,000.00	30%	$252,000.00
CLU Supv / Back-Up	5	$250.00	$1,250.00	60	$75,000.00	30%	$52,500.00
CLU Dark / Back-Up	5	$250.00	$1,250.00	60	$75,000.00	100%	$ -
Events History	1	$200.00	$200.00	60	$12,000.00	100%	$ -
Install / Training	1	$5,000.00	$5,000.00	1.00	$5,000.00	100%	$ -
CLU-Voice	15	$100.00	$1,500	48	$81,600.00	100%	
				MSRP Total	**$623,600.00**	Grand Total	**$304,500.00**

By Pre-paying the 5 Year contract, Carbyne will include Universe Voice at no additional cost for the duration of the contract.It is expected that the General Availability will be by Q3 2021.

Carbyne's Voice solution will allow for two-way voice communications over the Universe platform and will provide an **additional level of communication security** should the traditional 9-1-1 network fail or a 911 call is dropped. With a simple click, a voice path can be initiated to an existing Universe session or an all new session, providing Voice, Location, Video, and Chat in one integrated session

This new 'Value Add Service' service planned for general availability in 2021 and Washoe County would be one of the very first clients to receive this service.

Prepaying the contract increases the overall discount and incentives to over 50% in savings.

Special Payment Terms

First Year Annual Contract Paid up front, including OT-NRC, if applicable. Following years, if applicable, paid annually upon the anniversary of contract execution.

Additional active licenses can be turned up at the contract license amount.

In the case the customer upgrades the solution to c-Live Apex platform (Carbyne Cloud Call-Taking Solution), the remainder of the term will be taken into consideration toward the new solution. In all cases, detailed contracts will be sent upon agreement of pricing, terms, conditions, etc.

Following Services Included in Pricing	
AWS GovCloud Storage	Included
Emergency Location Service – Integration of c-Live Universe with RapidSOS (9-1-1 Calls) – Unlimited	Included
Auto Detect - Will automatically queue the caller's number within c-Live Universe and present the Advanced Mobile Location, (AML) / Emergency Location Services (ELS) – Unlimited.	*Included (depending on the customer hardware / ALI spill access on site. If not, manual AML / ELS available)*
Dynamic device location (For All calls) - Pinpoint location (SMS / WhatsApp) – Unlimited.	Included
Live Streaming - Caller Video (one-way from the caller to the telecommunicator) – Unlimited.	Included
Two-Way Chat - Silent chat overlay - Unlimited.	Included
Photos from the Caller Device & From the c-Live Universe – Unlimited.	Included
Events History is an incident logging functionality ensuring that all available information such as caller details, location, video, photos, chat, etc., are stored and can be easily retrieved for evidence etc.	Included
Services	
c-Live Universe system set-up, on-going operation and training modules	Included
Live 24/7/365, dedicated client and technical support team	Included
All maintenance, upgrades / updates, training, and 24/7/365 customer support is included with the subscription.	

Payment Terms

Carbyne will invoice the total contract value of **$304,500** in a single installment (for the contract term of five years). Additional optional features can be added at any time via an amended sales order(s) and will be prorated based on the remaining term of this sales order.

Signatures Of Authority

Washoe County Sheriff's Office

Jennifer Felter, PSAP Manager

+1 775.333.7017 | +1 775.785.4661 (m)
jfelter@washoecounty.us

Customer Signature

[Date]

Carbyne, Inc.

Robert Clark, General Manager Carbyne USA

+1 202.999.0102 | robc@carbyne911.com

Carbyne Signature

[Date]

Video Links – Carbyne c-Live Universe

Carbyne - NG9-1-1 in 30 Seconds

Carbyne's Technology Saves Kayaker's Life

Carbyne – Accurate Dynamic Location Information

Carbyne – Patent Awarded for Converting 911 Calls to Video

Carbyne Virtual Round Table

This is an exclusive Carbyne partnership User Forum. Designed to invest in all agency partners, to gain a better understanding and feedback from the industry experts and to make Carbyne solutions more useful and efficient within the 9-1-1 industry.

Exhibit A - Terms and Conditions

These terms and conditions (the "**Agreement**") and the relevant Sales Order to which they are attached govern Client's use of the Product and the Services (as such terms are defined below).

WHEREAS, Carbyne is the owner of certain proprietary technology hosted on a third party cloud service (the "**Platform**") and accessible by customers through a client software component (the "**Client Software**", and together with the Platform, the "**Product**"), which enables the reporting of certain events, the management of such reports, the analyses of reports and users and an additional information layer for the product; and **WHEREAS** Client wishes to use the Products in connection with events reported via calls to the Client's call center ("**Events**") by individuals using mobile devices (the "**Customers**"), as further detailed in the Sales Order and the Documentation and to obtain from Carbyne certain integration, support and maintenance services in connection therewith; **NOW, THEREFORE**, in consideration of the conditions herein contained, the parties, intending to be legally bound, agree as follows:

1. License; Services.

1.1. During the Term and subject to Client's compliance with the terms and conditions of this Agreement, Carbyne grants Client: (i) a right to access the Platform and use the Product by its Authorized Users through the Client Software in accordance with the terms hereof; and (ii) a non-exclusive, non-transferable, non-sublicensable, limited, revocable right to install and use the "Client Software" Product on up to the number of CPUs set forth in the Sales Order (each, a "**Client Software License**") to be used by Client employees, agents, representatives and contractors who are permitted access to the Product by Carbyne ("**Authorized Users**") for Client's internal business use.

1.2. As part of Client's use of the Services, Client may receive access to Third Party Content. Client is responsible for complying with, and causing its Authorized Users to comply with, any terms that may be presented to Client when Client accesses such Third Party Content. Third Party Content is available "AS IS" without indemnification, support (unless otherwise specified), or warranty or condition of any kind. Carbyne may suspend or terminate provision of any Third-Party Content at any time, and that suspension or termination will not be deemed a material, detrimental change or a breach of this Agreement.

2. Statements of Work

2.1. Subject to Client's compliance with the terms of this Agreement, Carbyne undertakes to provide Client with services for the installation of the Products on Client's systems and for the integration of the

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Products therewith (the "**Services**"), as detailed in the Sales Order.

2.2. During the Term, either Party may request in writing a change to the Sales Order ("**Change Order**"). A Change Order signed and dated by authorized representatives of each party will modify the Sales Order. It is mutually acknowledged and agreed that any such Change Order may affect the fees or charges payable to Carbyne and/or the project schedule. Neither party shall have any obligation respecting any change until an appropriate Change Order or amendment is executed and delivered by both parties.

3. Technical support and availability.

3.1. Technical support and availability of the Platform and the Client Software shall be in accordance with the Service Level Agreement.

3.2. Carbyne may from time to time: (i) change the Services, or (ii) elect to cease providing any features or functionalities of the Services. If Carbyne makes a material, detrimental change to the Services that affects Client's use of the Services, Carbyne will notify Client and Client may terminate this Agreement by notifying Carbyne in writing no later than ten (10) days after the date of such notice. If Client terminates this Agreement pursuant to this Section, the termination will be effective as of: (a) the date Carbyne receives the notice of termination; or (b) any later date specified in the notice (but in any event the effective termination date must not be more than 90 days after the date on which the notice is received, unless otherwise agreed between the parties). In the event that Client terminates pursuant to this Section, Client will be responsible for all fees incurred to, and including, the effective date of any termination pursuant to this Section, and Carbyne will refund any prepaid fees prorated as of the effective date of the termination, less any discounts not earned as of the effective date of the termination. Carbyne may provide advanced notice to Client for planned minor changes when practicable. Client's continued use of the Services after the effective date of any change will be deemed acceptance of the modified Services.

3.3. Carbyne may suspend Client's use of any Services if: (i) Client is in breach of this Agreement and does not cure that breach within twenty (20) days after Carbyne notifies Client of such breach; (ii) Client's use of the Services poses a security risk to the Services or to other users of the Services; or (iii) suspension is required pursuant to a subpoena, court order, or other legal requirement. To the extent permitted by law, Carbyne will give Client twenty (20) days written notice before suspending Client's use of the Services, unless Carbyne reasonably determines that providing such notice may be detrimental to the Services, to other users of the Services, or to any person or property, in which case Carbyne will notify Client as soon as feasible or permitted. Carbyne will suspend Client's access only to the Services that are the subject of the issue

giving rise to the suspension. Carbyne will promptly reinstate Client's access to the Services once Carbyne has determined that the issue causing the suspension has been resolved. In the event of a suspension of the Services, Carbyne may provide Client with access to Client Data as needed to maintain continuity of Client's operations. For the avoidance of doubt, Client will remain responsible for all fees incurred before and during any suspension, and Client will not be entitled to any service credits under this Agreement that Client might have otherwise accrued during any suspension.

4. Client's Obligations and Acknowledgements

Client hereby agrees and/or acknowledges:

4.1. To provide Carbyne with the data required by Carbyne in connection with each Event report submitted by a Customer as well as any other information required by Carbyne to provide the Services.

4.2. To use the Product and all related software and Documentation, as well as process all Product data, in compliance with all applicable laws and regulations, including but not limited to applicable data security and privacy laws. Client represents and warrants that no third party agreement prevents it from using the Products as contemplated hereunder.

4.3. To manage and secure all Client Software keys and login credentials used by Authorized Users in connection with their use of the Platform, and protect the same against unauthorized use or disclosure.

4.4. To specifically authorize Carbyne, and each of Carbyne's licensors or vendors that provide Carbyne with Event data, to provide Client with such Event data.

4.5. The Product is provided as a supplementary source of emergency data; Product data should not replace other emergency location information and should not be exclusively relied-upon in an emergency scenario.

5. Fees

In consideration for the Services, Client shall pay Service Fee and Integration Fee set forth in the Sales Order (the "**Fees**"). Fees shall be payable within 30 days of the date of the invoice issued by Carbyne. All payments not made when due, shall be subject to a late charge of 1.5% per month compounded annually. Payment of Fees shall be made by wire transfer or check to the account details provided by Carbyne in writing, or such other account as may be designated by Carbyne from time to time. The Fees are exclusive of any applicable taxes.

6. Intellectual Property Rights

6.1. All intellectual property rights in the Product, Services and all specifications, user manuals and other documentation associated therewith (the "**Documentation**") and any part thereof, including any and all derivatives, changes and improvements thereof lie exclusively with Carbyne.

6.2. Client shall not, directly or indirectly: (i) attempt to infiltrate, hack, reverse engineer, decompile, or disassemble

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the Product or any part thereof for any purpose; (ii) interfere with, modify, disrupt or disable features or functionality of the Product; (iii) represent that it possesses any proprietary interest in Product, Documentation or any part or derivative thereof; (iv) take any action to contest Carbyne's intellectual property rights or infringe them in any way; (v) remove or use the name, trademarks, trade-names, logos and other proprietary notices of Carbyne contained on or in Products or Documentation (except as specifically authorized by Carbyne in writing); (vi) copy any part or content of the Product or of Documentation other than for Client's own internal business purposes (except as specifically permitted herein); (vii) use the Product or any part thereof to build a competitive product or service; (viii) sell, rent, lease, sublicense, distribute, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, the Product or any Product data to any third person (except in accordance with the license rights granted in Section 1 of this Agreement); (ix) permit other individuals or entities to create links to the Platform or Product, or "frame" or "mirror" the Platform on any other server, or wireless or Internet-based device, or otherwise make available to a third party any token, key, password, or other login credentials to the Product; (x) transmit software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment into the Platform or Carbyne's network environment; (xi) misrepresent the source or ownership of Product data; (xii) use the Product or Product data in any manner or for any purpose that violates any applicable law or regulation or any rights of any person. Client shall provide commercially reasonable assistance to Carbyne to prevent the occurrence of any such activities by any third parties.

6.3. Client and its Authorized Users retain all right, title and interest in and to any all data, records, reports and files uploaded or transmitted to Carbyne by Client or otherwise generated by Client or its Authorized Users when accessing or using the Services ("**Client Data**") and all intellectual property rights therein. Client's rights to access and use the Client Data via the Services are limited to those expressly granted herein. Client hereby grants Carbyne a non-exclusive, royalty-free, perpetual, worldwide license to use, reproduce, and prepare derivative works of all Client Data, solely as required to perform the operations of the Product in accordance with the Documentation and as set forth in this Agreement, and to analyze the Client Data and create internal databases solely for the purpose of offering products and services based on the analysis of customer behavior and transaction information, all subject to Carbyne's compliance with applicable law and privacy regulations.

7. Confidentiality

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7.1. The receiving party agrees (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, employees, advisors, or consultants (collectively, its "**Representatives**") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than those contained herein; (ii) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (iii) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, if the receiving party is required by legal process or applicable law, rule, or regulation to disclose any of the disclosing party's Confidential Information, then prior to such disclosure, if legally allowed, receiving party will give prompt notice to the disclosing party so that it may seek a protective order or other appropriate relief.

7.2. The confidentiality obligations hereunder shall expire three years from the date of termination or expiration of this Agreement and shall supersede any previous confidentiality undertakings between the parties.

7.3. For the purposes hereof, "**Confidential Information**" means any proprietary or trade secret information disclosed by one party to the other which can be reasonably understood under the circumstances to be confidential, but excluding any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of or reference to the Confidential Information.

8. **Disclaimer; Limitation of Liability**

8.1. **CARBYNE PROVIDES THE PRODUCT AND DOCUMENTATION TO CLIENT ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND CARBYNE EXPRESSLY DISCLAIMS ALL WARRANTIES - WHETHER STATUTORY, EXPRESS, IMPLIED OR OTHERWISE - INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY. CARBYNE FURTHER DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE CARBYNE PLATFORM OR ANY RELATED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE**.

8.2. **EXCEPT FOR WILLFUL MISCONDUCT OR FRAUD, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, CARBYNE'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO CARBYNE DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING CUSTOMER DATA), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT CARBYNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**.

9. **Indemnification**. To the extent permitted by law, each Party (each, an "**Indemnifying Party**") will indemnify, defend and hold harmless the other Party, its officers, employees (the "**Indemnified Party**") from and against any and all damages, liabilities, costs and expense (including reasonable attorneys' fees) resulting from any claim, demand, judgment, or proceeding (collectively, "**Claims**") brought by a third party either arising out of or relating to a material breach by the Indemnifying Party of this Agreement. Client will indemnify and hold harmless Carbyne and its directors, officers, shareholders and agents from any Claims brought by a third party either arising out of or relating to (b) the Client Data, the Client Software, or the actions or omissions of any Authorized Users. With respect to any third party claims or proceedings, the Indemnified Party shall (i) promptly notify the Indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the Indemnifying Party's obligation except to the extent it is prejudiced thereby, and (ii) allow the Indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement provided that the Indemnifying Party will not settle any claim without the Indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed). The Indemnified Party shall also provide the Indemnifying Party with reasonable cooperation and assistance in defending such claim (at the Indemnifying Party's cost).

10. **Data Security And Data Privacy.** The terms and conditions that govern the Parties' respective rights and obligations arising from and relating to data protection and privacy, including Carbyne's practices with respect to the collection, use and disclosure of certain data and/or personal information provided within the framework of the Services, are set forth in Carbyne's privacy policy, available at: https://carbyne911.com/app-privacy-policy/.

11. **Term; Termination**

11.1. This Agreement shall commence on the Effective Date and will continue for the Term set forth in the Sales Order. The Agreement shall automatically renew for additional 12 months periods unless either party provides written notice of its desire to terminate to the other party at least 30 days prior to the expiry of the then applicable term, unless otherwise terminated in accordance with the terms of this Section 7 ("**Term**").

11.2. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven days after being given written notice thereof; (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or (iii) any petition by or on behalf of such party is filed under any bankruptcy or similar laws, provided that Carbyne may also terminate this Agreement if Carbyne reasonably believes Client intends to undergo any of the foregoing or is or will be presently unable to provide Client's services to Customers.

11.3. Upon termination of this Agreement, Client will immediately cease use of the Product and any Service, each party shall return to the other party all of the other party's Confidential Information in its possession and any outstanding Fees shall become due and payable. Sections 4, 5.3, 6, 8 and 9 shall survive any expiration or termination of this Agreement.

12. **Notices**

All notices or other communications hereunder shall be in writing and given in person, by registered mail, by an overnight courier service which obtains a receipt to evidence delivery, or by facsimile or email transmission with written confirmation of receipt, addressed to the address set forth above or to such other address as any party hereto may designate to the other in accordance with the aforesaid procedure. All notices and other communications delivered in person or by courier service shall be deemed to have been given upon delivery, those given by facsimile or email transmission shall be deemed given on the business day following transmission, and those sent by registered mail shall be deemed given three calendar days after posting.

13. **General**

Carbyne may, with Client's prior approval, issue publicity or general marketing communications concerning its involvement with the Client. This Agreement constitutes the entire agreement between Carbyne and Client and supersedes any previous agreements or representations, either oral or written, with respect to the subject matter of this Agreement. All amendments will be made only in writing. Client shall not transfer or assign its rights or obligations under this Agreement to any third party. Any purported assignment contrary to this section shall be

void. Carbyne may assign its rights and obligations under this Agreement upon a prior written notice to Client. Some of Carbyne's licensors and suppliers may be third-party beneficiaries under this Agreement. This Agreement may be updated, amended, or modified from time to time in Carbyne's reasonable discretion as required to comply with applicable law or as required by Carbyne's licensors or vendors. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties, or if it cannot be so modified, then eliminated, and such elimination shall not affect the validity of any remaining portion, which shall remain in force and effect. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance. This Agreement is governed by the laws of the **State of New Yor**k, without regard to its conflict of law principles, and any dispute arising from this Agreement shall be brought exclusively before the courts of **Nevada, USA**.

Exhibit B - c-Live Universe Technical Requirements

The following hardware requirements are provided by Customer:

c-Live System	PC specifications: • **CPU**: Core i5, RAM Minimum 8GB. • **Disk Space: 20% free disk space, 1G used at install** • **Operating System**: Windows 7, 8.1 & 10 Professional. 64bit (all) • A physical Internet NIC (Ethernet / Wi-Fi) Note: For an optimized view of the interface the dimensions of the operator's screen should be 19" with 1400x1050 pixels or better **Power Plan:** Set to "High Performance" to avoid video lag or abnormal program performance **Permissions:** For Installation only: administrator privileges; for BAU Operation: Standard User privileges **Software Updates:** Require **modify / write** permissions to the **C:\Carbyne\CLite** folder, inclusive of any endpoint security software such as anti-virus software
Network Requirements	Internet connection provided by the Customer: • The PC's must have external High-Speed internet connectivity • Network Speed: o Downstream Minimum: 2 Mbps download, 1 Mbps upload per workstation o Upstream Minimum: 3Mbps o Static IP
Firewall	Content Filtering: Firewall "Layer 7" content filtering should allow for the *.carbyneeapi.com (Inbound Not applicable) • Outbound *.carbyneapi.com o TCP / 3128: Registration, location, chat, software updates o UDP / 1937: Video via using WebRTC and H.264 / VP8 / VP9 codecs o TCP / 1937: Video where UDP is not available

	• C-records.crm9.dynamics.com
	  o TCP / 443: Event History access*
	• Local or remote DNS server
	  o TCP / UDP 53: UDP Resolution

SMS Title Text & Logo	String Text can be inserted into the SMS, which precedes the unique URL Link 1. Should contain English letters or numbers only 2. Up to 100 characters A Logo can be inserted not the cloud instance, which is displayed to the caller while they are in an active session. 1. Image should be provided preferably as a vector (SVG) file, but a raster (BMP / JPG / GIF / PNG) is acceptable 2. Authority name should be a maximum of 30 characters, broken into two lines (15 characters per line).
Notes	• The message from c-Live to the wireless smartphones uses SMS technology which relies on commercial wireless carriers and their infrastructure and throughput limitations. • Additional URLs may need to be whitelisted. In order to access all components of Carbyne's Event History web portal. Microsoft has published a full list of URLs for Dynamics 365 and Power BI here • By accepting this offer, the customer agrees with the terms of use for the Carbyne product as published on the Carbyne website (https://carbyne911.com/terms-c-lite-us/). • A standard weekly maintenance window for system upgrades may take place. • Auto Detect ALI (if applicable, manual by default) See **Exhibit C.**

Exhibit C - ANI / ALI Spill for Auto Detect

The ANI / ALI spill is typically provided by your existing Call Handling Equipment (CHE) to other third parties such as your voice logger, mapping, CAD platform etc. via a serial or IP configuration. Using Auto Detect does require a small level of on-premises configuration, including installation of a palm-sized serial-to-IP converter to read your existing ANI / ALI spill data.

Call Taker Flow

1. A call is answered by the Call Taker at their position, by the Call Handling Equipment (CHE).
2. The CHE triggers an ANI / ALI lookup utilizing the existing ANI / ALI modem already on-premises.
3. Once the ANI / ALI data is returned (if available), Carbyne takes a copy of the data using a standard serial
   splitter.
4. The data is then converted from a serial format to an IP format, and transmitted via HTTPS (TLS) to
   Carbyne's Serial Analog Gateway (SAG) Service, which is part of Carbyne's Cloud AWS platform.
5. A new c-Live Universe session is started automatically for that specific Call Taker, and AML (EED / ELS)
   location is automatically displayed, where available.
6. A SMS can be sent either manually or automatically, in order to allow the Call Taker to enhance the c-Live Universe session enhanced data (Carbyne's location, video and chat services).

Supported Configurations

PSAPs that are spread over two or more physical locations can be supported as long as the CHE uniquely identifies the Call Taker positions at each physical location uniquely.

- Location A has CT01, CT02, CT03
- Location B has CT11, CT12, CT13

Requirements & Limitations:

1. We can only automatically initiate a new start c-Live Universe session during a 9-1-1 emergency call, since we rely on the ANI Spill data which is managed by the Incumbent Local Exchange Carrier (ILEC) and subsequent companies. ANI / ALI data is not automatically generated for non-emergency calls e.g. Administrative calls.
2. The serial-to-IP converter requires an outbound IP connection to the internet. The network connection (Ethernet RJ45) can be segregated from all other networks at the PSAP, if required.

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Content Filtering	Firewall "Layer 7" content filtering should allow for the *.carbyneeapi.com (Inbound Not applicable) • Outbound *.carbyneapi.com o TCP / 443: Service to parse the CAD ANI spill data to extract the Caller's phone number • Remotemanager.digi.com o TCP / 3199: Allows for remote management and monitoring of the onsite device • Local DNS server/Remote DNS Server (1.1.1.1.8.8.8.8) o TCP / UDP 53: DNS Resolution
	• The serial-to-IP converter requires a direct serial cable connection to the source of the CAD ANI spill data. If a splitter with an available port is not available, a splitter box can be provided to facilitate this requirement.
Requirements & Limitations	• The Caller's phone number should appear in the same location on the screen o for each call taken by that Call Taker o for all Call Takers who utilize that position i.e. Call Taker specific profiles are not supported • Screen specifications should be a minimum of 1024 horizontal resolution. • Windows 'Display Setting' size of text should be 100% i.e. not scaled.

Appendix D - c-Live Universe System Architecture

Architecture Overview

Carbyne's main infrastructure is hosted on Secure AWS GovCloud. Carbyne utilizes a secure scalable cloud computing platform designed for high dependable availability. It is Carbyne's top priority to protect the confidentiality for record retention, data integrity and secure availability of our systems as we continually strive to improve, build and sustain your trust and confidence in our business relationship.

AWS infrastructure allows Carbyne to deliver services to the end customer that are fast, reliable, highly available, scalable, and secure. Carbyne has designed this solution to take advantage of AWS architecture, to tolerate system or hardware failures with minimal-to-no customer impact. Data centers are built based on availability zones (clusters) in various global regions, while all data centers are 'active' and serving customers; no data center is 'cold'.

Cloud Infrastructure

Data Storage

Data storage traverses the AWS infrastructure and is stored in Microsoft Azure Cloud, providing all the benefits of cloud-based solutions and data received is stored in the Events History platform. Data transmitted and received from the Caller and the agency is securely retained within the data repository entirely located within the United States. Data is stored irrespective of whether the Telecommunicator is viewing the data via c-Live Universe. At present, Carbyne's data retention policies allow for data to be stored based on each Agencies data retention requirements.

Services

Carbyne's cloud services are built as microservices and served via AWS cloud on a global scale. Each service provides unique functionality, such as location, user and reporting-based services. Together they form a robust platform that allows for flexible scalability as the Carbyne ecosystem grows.

Video Streaming Server

Carbyne video streaming service enables proactive load and performance management, utilizing the latest multi-threaded software tools and platforms. This delivers live streaming from standard mobile phones to PSAPs' equipment where c-Live Universe is installed.

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Security

Access Controls to Agency Data and Configuration

Carbyne's infrastructure assigns authenticated c-Live Universe clients a set of temporary, limited privilege credentials to initially access resources establishing their Agency User profile. c-Live Control users will be Agency-defined as either a User or Admin (requiring 2FA) role with different levels of access and provision abilities. c-Live Universe clients authenticate with the Carbyne c-Live platform cloud using a unique pre-configured ID and Token.

Monitoring

Carbyne's monitoring tools are designed to detect unusual, unauthorized activities and conditions at both ingress and egress points. These tools monitor server and network usage, port scanning activities, application usage, and unauthorized intrusion attempts to ensure the end-to-end security of the ecosystem. The tools can set custom performance metrics thresholds for unusual activity. Carbyne has implemented password protection, domain-level security, and link sharing protection in all its relevant features.

Auto Detect Option

Carbyne's c-Live Universe can be configured to initiate a new c-Live Universe session automatically. This feature does require the on-premise installation of a palm-sized serial-to-IP converter to read your existing ANI-ALI spill data. This data is typically already provided by your existing Call Handling Equipment (CHE) to other third parties such as your voice logger, CAD and / or map platform's. For more information, please refer to **Exhibit C**.

CARBYNE | Redefining Emergency Collaboration

Carbyne's c-Live Universe Solution Sales Order - 5 Year, Annual Payment

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December 21, 2020

Carbyne Contact:

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Carbyne, Inc.
New York, NY 10001
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Welcome To Carbyne

We welcome the opportunity to deploy c-Live Universe with **Washoe County Sheriff's Office, NV** with the ultimate desire of earning your business. Our goal will be to make this solution, c-Live Universe, a game changer in your agency. We thank you for your consideration.

Carbyne has created the c-Live Universe solution with a sole purpose in mind; to enable any Telecommunicator to fully immerse themself into the incident, receive the right information as quickly as possible in order to dispatch efficiently, and with great confidence, that they are providing the right response.

The power of the c-Live Universe solution is that it is a cloud native solution. Therefore, it can simply be installed on any computer having internet connection with zero interruption to existing working products, whether it be 9-1-1, 3-1-1, or any ECC.

c-Live Universe solution has three core panes:

- Pinpoint accurate mobile location mapping
- Live video chat
- Instant messaging capability

Project Approach

A Project will consist of **Washoe County Sheriff's Office** deploying Carbyne's c-Live Universe Public Safety solution which will be configured and operated from **Washoe County Sheriff's Office** Public Safety Answering Point.

During the project period, **Washoe County Sheriff's Office** will use the c-Live solution as a standalone software application operated on Carbyne's Cloud which will not be (nor does the application need to be) integrated into any third-party application.

The system will require **Washoe County Sheriff's Office** to provide hardware and High-Speed internet connection / browser as described in **Appendix A.**

Distinguishing Features

1. Carbyne c-Live Universe is delivered as Software-as-a-Service (SaaS), and sits on top of any Call Center workstation and / or laptop as a typical software icon until opened, default to local map screen, minimized to a very small "**Carball**" and can be deployed quickly and remotely.
2. c-Live Universe displays any incoming Wireless calls, (9-1-1 or administrative) with data-rich features including real-time video from the Caller's device, advanced device-based location, and silent-instant chat.
3. Events History provides Domain Awareness via a user interface which presents the PSAP data via customizable reports and views including heat maps for incidents. These incidents can be filtered to see concentrated areas of geography per incident type.

Additional Features

- Precise, persistent, and accurate location of the Caller
- The ability to initiate an SMS text to the calling party for approval to share their location as well as live video stream for on-scene situational awareness. This provides the Telecommunicator / Agency with a higher level of confidence regarding incident response and field resource support & safety.
- Two-way Instant Silent Chat Dropped-Call protection - backup data connection if voice call drops for any reason. The Telecommunicator can continue to communicate / instant chat and / or check on the Caller should the voice call end unexpectedly.
- Instant Chat delivery confirmation via the GUI
- Event History - Jurisdictional Map view

Carbyne extends its thanks to **Washoe County Sheriff's Office** for allowing us to share how we can serve as your ***provider of precise location information with video, pictures and chat to enhance your current 9-1-1 and CAD systems from 9-1-1 to Live-1-1***.

Sincerely,

Steve Fullerton

Stephen Fullerton
Carbyne Senior Strategic Account Executive

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Solution Overview

c-Live Universe

Carbyne's c-Live Universe is delivered as Software-as-a-Service (SaaS), and sits as an unobtrusive icon on the client's screen until activated. Even then, it can be minimized to a small 'floating' icon that can be moved anywhere on the display until needed and allow the full use of other applications when not in use. All windows are configurable and can be minimized / maximized at any time during the Telecommunicator's workflow. c-Live Universe requires no integration with existing systems and can be run using commercially available, custom-off-the-shelf (COTS) hardware and software.

The c-Live Universe is uniquely poised to help agencies minimize response time and maximize efficiency while empowering the way Callers communicate with emergency services in crisis situations, as well as in non-emergency situations.

Next Gen Features

AML: Carbyne can activate Advanced Mobile Location (AML) to provide 9-1-1 calls with precise location from the operating system.

Device Based Location: To deliver location services for every call without an app (non-emergency, 3-1-1, 10-digit, etc.) - Carbyne partnered with SMS providers offering Enterprise level services to send an automatic link to a Caller. This ensures that the Caller is in full control of their data and information they consent to share without the need to download any app.

Live Video: The Live Video feature allows Telecommunicators to activate a video session with a Caller (once accepted). This enhances situational awareness through interaction between the Caller, the Telecommunicator & First Responders, for the first time. Viewing live video, while optional, is a powerful tool to address incidents where the Caller's communications are not clear or visual images can help the Telecommunicator gain additional information not available. At any time, the video session can be viewed by the Telecommunicator. Likewise, the video screen can be closed at any time, or reopened as desired, without interference of recording the full video session. The video session is in-bound only, and at no point can the Caller see the Telecommunicator.

Photo Capture: Once a c-Live session has been initiated the caller has the ability to take photos from their device in standard or selfie mode. Additionally, the telecommunicator has the ability to remotely take photos using the caller's smartphone camera. These pictures are transmitted directly to the Chat session in Universe and not retained on the caller's device.

Text Communications: Silent Instant Chat (similar to WhatsApp, iMessage) is an effective tool to communicate with non-verbal Callers in order to overcome environmental factors and / or compromising factors that could impede verbal communication. Silent Instant Chat capabilities by Carbyne also provides effective communications with the deaf and hard of hearing community. Telecommunicators will see an indicator on the Chat window validating that their message was delivered to the Caller.

Instant Implementation: Carbyne's interactive communication platform is cloud native. As such, it allows for immediate implementation with zero interruption to existing emergency communications platforms and infrastructure. Our intuitive user interface is currently being used throughout seven countries requiring minimal training due to the simplicity of use. It follows the familiar mobile interface experience most citizens have grown accustomed to.

Citizen Data Protection: The rich data that a citizen has consented to share with an agency is securely stored within the AWS GovCloud and FEDRAMP certified facilities. This data can only be accessed by Authorized administrative role-based users that each Agency appoints. This data is accessible and downloadable only by those defined users for evidentiary purposes per the Agency Legal process.

Audit and Tracking: The c-Live Universe platform collects citizen (consented) rich data on a per-incident basis which can then be compared and analyzed across the jurisdiction of the PSAP over user-defined time periods.

Carbyne Call: c-Live Universe creates a Carbyne Data-rich Session between the Caller, the Telecommunicator & First Responders from any smartphone and does NOT require an App to be installed on the Caller's device.

Carbyne "**Carball**" simulated on a call taking screen.

Carbyne c-Live Universe solution adds the following enhanced components:

1. Precise, persistent, and dynamic device location of the Caller and can also include network-based and / or sensor-based location as applicable.

2. The 9-1-1 Telecommunicator receives the Caller's consent to enable their camera presenting an on-scene video stream providing situational awareness between the Caller's wireless device and the ECC. This is a one-way multi-media path where the Telecommunicator can see what the Caller's camera is seeing, receive photos and take photos through the Caller's device. During the session, the Caller does not see the Telecommunicator. Once the session has ended, the Telecommunicator / Agency has no access to the original Callers' device without initiating a new session and gaining consent.

3. Two-way silent instant chat with no audible notifications provide an extra level of security for the Caller for situations where their personal safety is a concern.

4. Dropped-Call Protection; c-Live Universe provides a backup data connection to the Caller's wireless device, meaning that the 9-1-1 Telecommunicator can continue to communicate with the caller as well as track their current location should the voice call end unexpectedly.

5. Network Outage Mitigation: Should there be a network outage and calls are being routed to local administrative lines you would still have the ability to manually initiate a session with Caller's and receive precise location information, as well as multimedia communications such as video, photos, and chat.

6. Profile information is securely stored in the AWS Gov-Cloud about the Caller, precise location breadcrumbs to include in motion / moving devices with all incident details. PSAP personnel defined with Admin level roles can access this data via the c-Live Events History platform

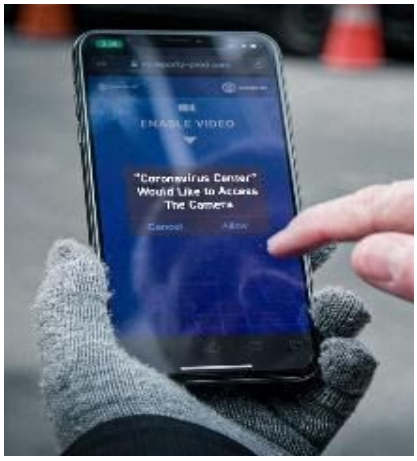
Historical records of all video, chat sessions and location information captured during a session is recorded and stored in the cloud utilizing Carbyne's Event History platform.

How c-Live Universe Works

c-Live Universe appears as an icon on a computer / laptop within any deployed center. It is unobtrusive, easily moved taking up minimal real estate on a Telecommunicator's GUI. The c-Live Universe solution is risk-free in that it requires no integration to your existing Call Handling, CAD or any workstation within your center. The investment in your existing system is preserved and c-Live Universe enhances your existing call-taking application with true Next Gen feature functionality and rich data providing not only situational awareness but can also provide a full domain awareness at any level required (Local PSAP, Agency, Government, State). The incoming caller's number is captured via a DIGI device connected in line with the ANI / ALI spill similar to how CAD and Mapping systems typically receive information.

Additionally, telecommunicators can enter a telephone number manually and initiate a c-Live Universe session. **This capability is especially crucial in times such as the recent outage where your 9-1-1 calls were being routed to your local administrative lines.** With c-Live Universe, the agency could initiate a c-Live Universe session and get the exact device location, as well as all the features and functionality of c-Live Universe.

Either method will produce a SMS message to the Caller, requesting consent to share their device location and camera for the purpose of video and capturing still pictures.

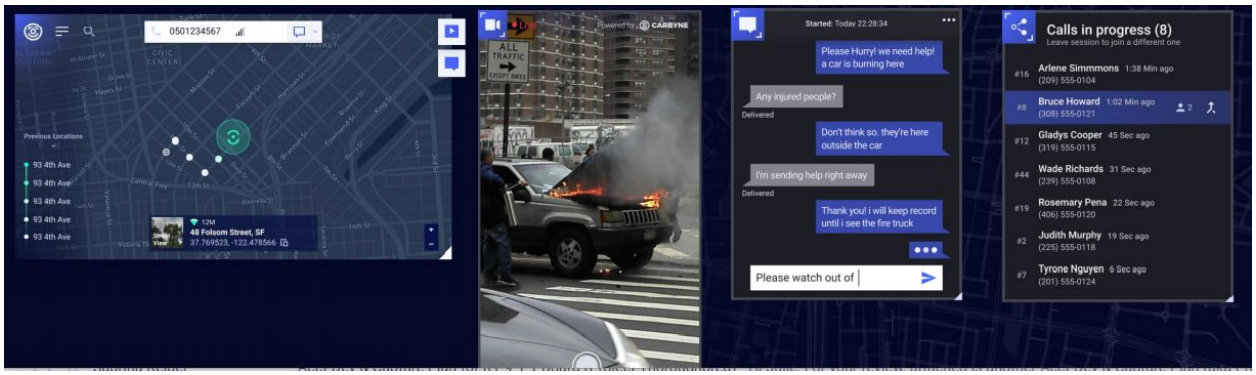


Caller Consent Required

At this point, the Caller will need to open the text message (SMS) notification, as shown in the graphic, and click on the attached link. This will open the mobile device's web browser and will request the relevant permissions / consent to proceed with the Carbyne enhanced call. Telecommunicators should guide the Caller accordingly, as needed. Once the Caller clicks on the permissions link within the text message, Telecommunicators will then be able to open (3) windows that provide them:

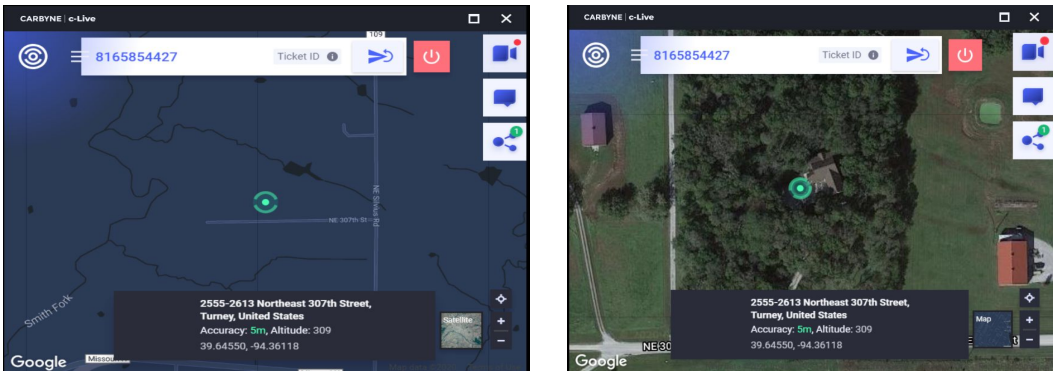
1. Enhanced Device Location
2. Live video from the phone
3. Two-way silent instant chat

Click on the appropriate icon to open location, video, and chat windows. Another click on the same icon closes the corresponding window enabling the Telecommunicator to have opened only the windows (location, video, chat) that are relevant at that time. The graphic below shows the c-Live Universe icon in open mode displaying all three opened customizable windows.



Location

Map & Satellite Land Views (zoom +/- for situational awareness)



Carbyne provides Agencies with instant and accurate Caller device location, as shown in the graphic. Telecommunicators can view locations in a map view or satellite view providing immediate situational awareness. In addition, Carbyne's dynamic location feature provides live tracking while Callers are on the move both on land and water (boats). All tracking requires approval / consent of the Caller in compliance with GDPR regulations.

Video / Picture

For live video stream and / or Pictures (up to 100 per incident) to be sent from the Caller's phone, a link is sent to the Caller and the Caller must grant permission / consent to see their phone camera view. Once permission is granted, the camera is automatically activated and the video from the phone begins streaming to the Telecommunicators' c-Live Universe video window. Video is always being recorded in the cloud even if the Telecommunicator opts to hide the video from view. A supervisor monitoring the call can see the video on their screen for support and / or call escalation assistance. The video is also available within the Events History application (discussed later in this document).

Chat Window

Silent Instant Chat (similar to WhatsApp and iMessage with no audible notification) is an effective tool to communicate with Callers who cannot communicate or are in compromised situations (hiding), or to overcome sound barriers that sometimes occur in phone conversations. Silent Instant Chat capabilities by Carbyne also enable effective communications with the Deaf and Hard of Hearing Community.

Dropped Call Protection

When a Carbyne session is established, it creates an additional, non-audible communication path using Wi-Fi or cellular data which will remain in session even if the original voice connection fails. C-Live Universe's added Next Gen features (video, location, and silent instant chat) will remain active if the Caller doesn't disconnect their device. Should the call end unexpectedly, the Telecommunicator can continue viewing video and location of the Caller from the scene while communicating via the Chat feature.

Carbyne Event History

c-Live Universe comes with an Events History module which stores the complete history of each incident reported in the cloud. Event history provides the PSAP with a valuable tool to analyze incidents and events happening in their jurisdiction.

Event History Features

- Caller profile information (but not limited to)
  - Caller number
  - Time of call
  - Call duration
  - Incident ticket numbers
  - Home Address
  - Work Address
  - Email
  - Gender, Age
  - Allergies, Medical Info, Disabilities, etc.

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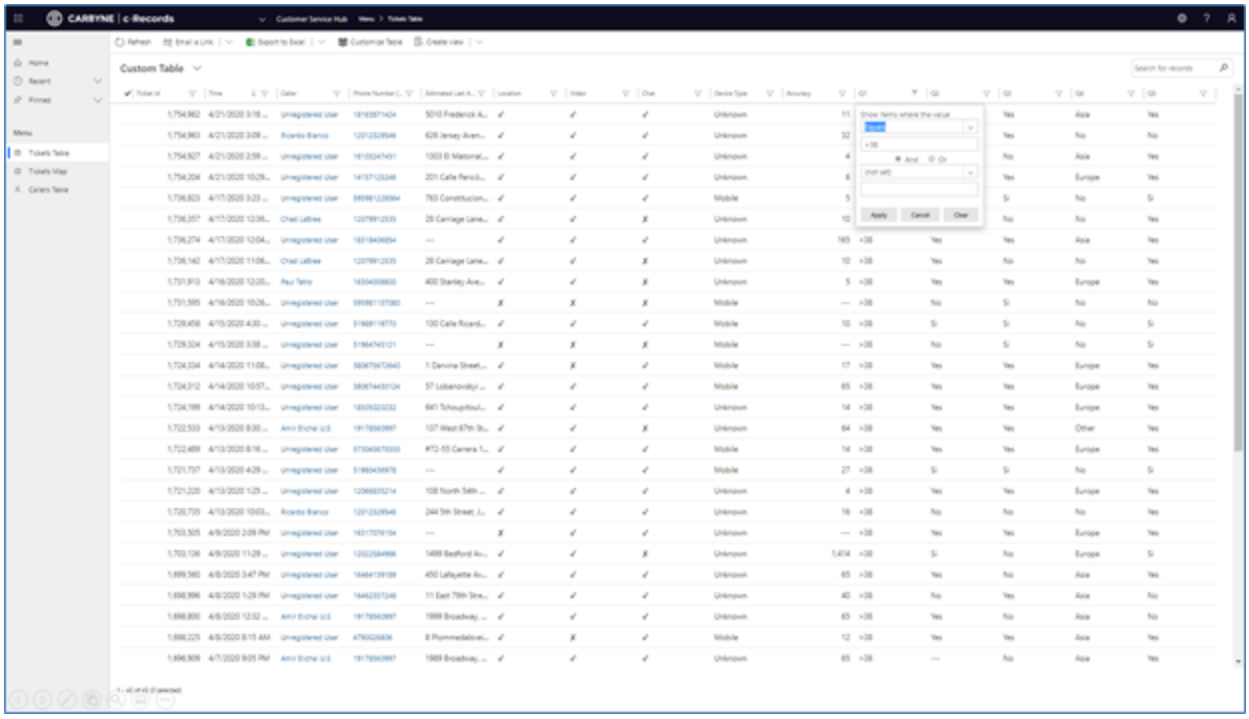
- Event / Incident locations (a breadcrumb depiction of movement is updated approximately every 3 seconds which is extremely valuable when the Caller is in a moving vehicle or a boat on the water and requires assistance)

- Video and pictures (if applicable)
- Full chat dialogue with confirmed receipt icons

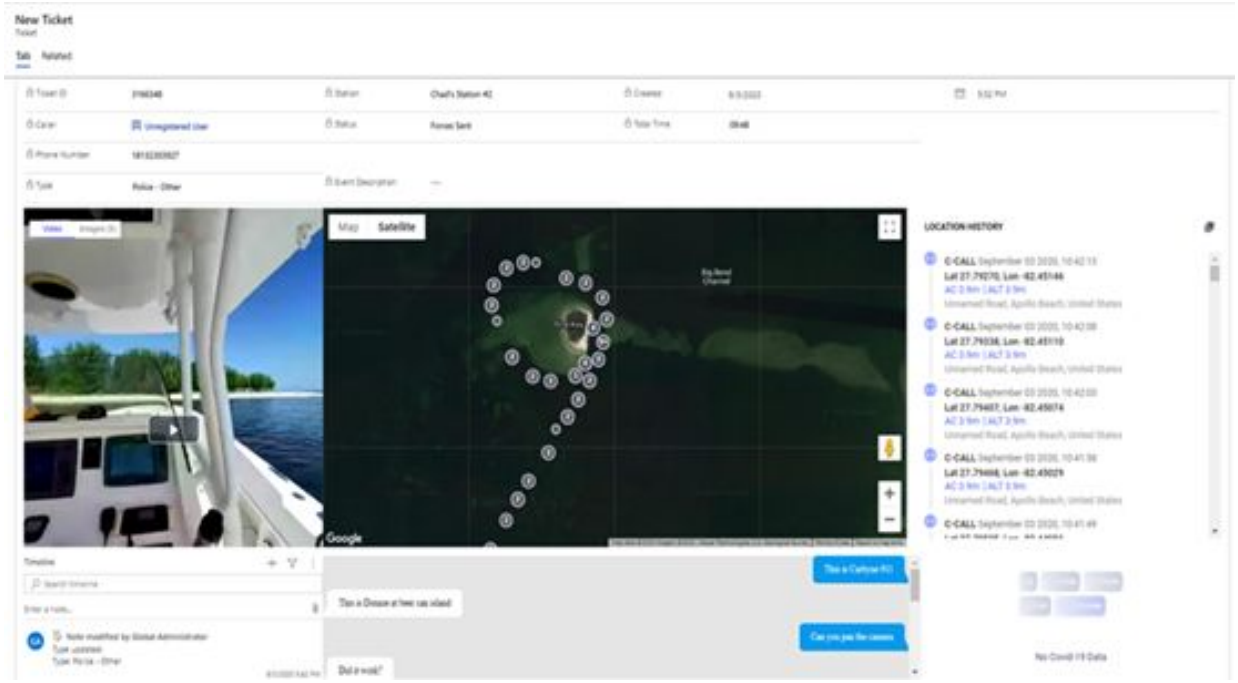
In addition to comprehensive incident information, c-Live Universe allows:

- All information to be accessible from a browser without any on-premises installation required.
- Events History is customizable to add descriptions or comments when necessary (auditable actions showing who added info and when). It provides clear, simple to use, configurable list and map view options such as Heat maps allowing PSAPs, Regional Emergency Management Agencies & State level Emergency Management the opportunity to proactively forecast resources: Police; Fire; & EMS Mobile units, etc. before and as crises occur and as situations escalate.
- Records will be stored with redundancy and encryption within the Microsoft U.S. Government Cloud. Events log will be displayed by configurable filters to provide reports either by lists and / or multiple map views to provide situational awareness and / or Domain Awareness for any level of Agency your center grants permissions for.

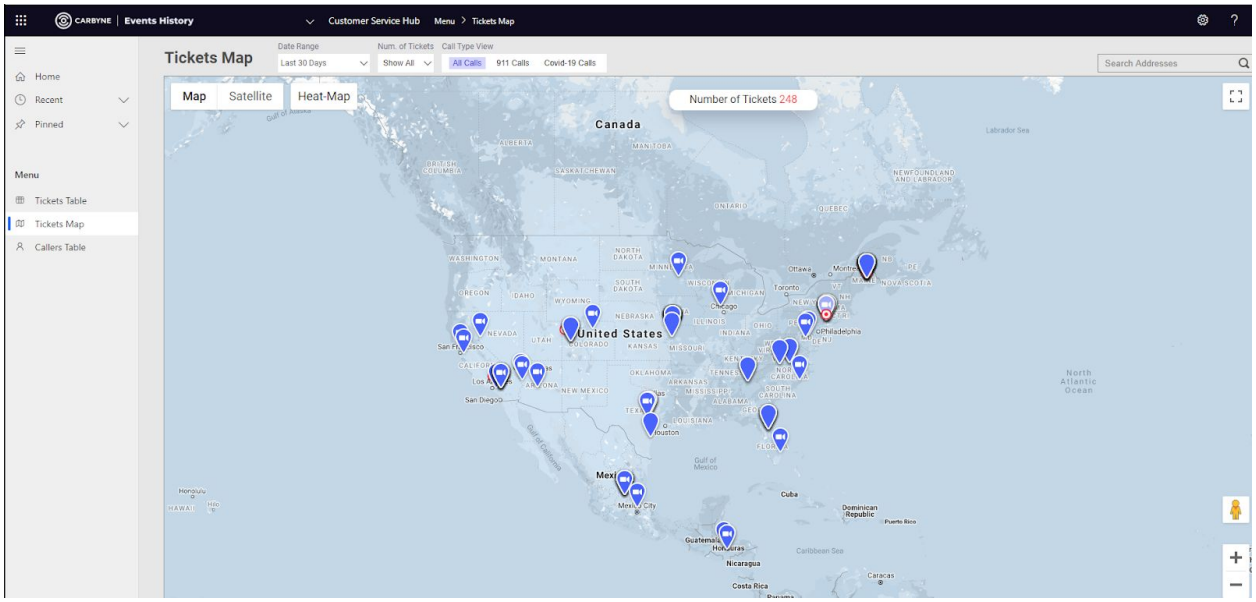
Ticket Table



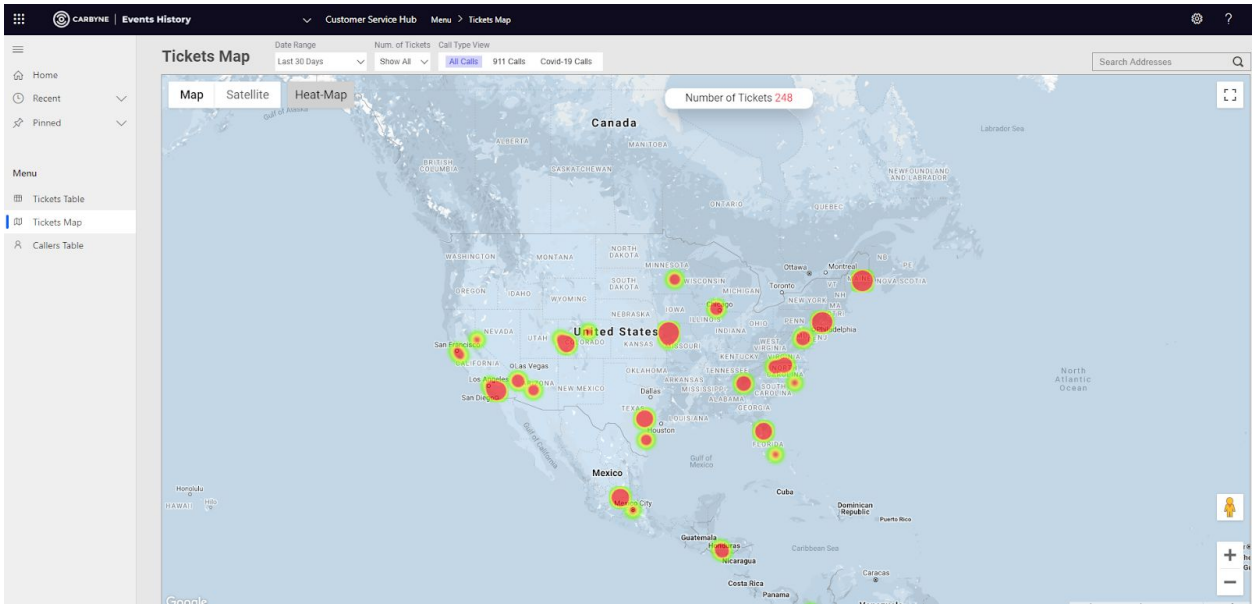
Event Information



Tickets Map



Tickets Map Heat View



Pricing Options

The following pricing includes a total of twelve (12) active c-Live Universe licenses and an additional ten (10) c-Live Universe clients to be installed on back-up positions. Training and remote support for the term of contract, included. An agreed upon training schedule will include a specified number of remote training sessions to accommodate all staff. Carbyne will email training materials to the identified project manager for distribution.

60-Month Term

Item	Qty	Price	Subtotal	Term	Total Term	Discount	Final Price
CLU	12	$500.00	$6,000.00	60	$360,000.00	30%	$252,000.00
CLU Supv / Back-Up	5	$250.00	$1,250.00	60	$75,000.00	30%	$52,500.00
CLU Dark / Back-Up	5	$250.00	$1,250.00	60	$75,000.00	100%	$ -
Events History	1	$200.00	$200.00	60	$12,000.00	100%	$ -
Install / Training	1	$5,000.00	$5,000.00	1.00	$5,000.00	100%	$ -
				MSRP Total	**$522,000.00**	Grand Total	**$304,500.00**
						Annual	**$60,900.00**

Special Payment Terms

First Year Annual Contract Paid up front, including OT-NRC, if applicable. Following years, if applicable, paid annually upon the anniversary of contract execution.

Additional active licenses can be turned up at the contract license amount.

In the case the customer upgrades the solution to c-Live Apex platform (Carbyne Cloud Call-Taking Solution), the remainder of the term will be taken into consideration toward the new solution. In all cases, detailed contracts will be sent upon agreement of pricing, terms, conditions, etc.

Following Services Included in Pricing	
AWS GovCloud Storage	Included
Emergency Location Service – Integration of c-Live Universe with RapidSOS (9-1-1 Calls) – Unlimited	Included
Auto Detect - Will automatically queue the caller's number within c-Live Universe and present the Advanced Mobile Location, (AML) / Emergency Location Services (ELS) – Unlimited.	*Included (depending on the customer hardware / ALI spill access on site. If not, manual AML / ELS available)*
Dynamic device location (For All calls) - Pinpoint location (SMS / WhatsApp) – Unlimited.	Included
Live Streaming - Caller Video (one-way from the caller to the telecommunicator) – Unlimited.	Included
Two-Way Chat - Silent chat overlay - Unlimited.	Included
Photos from the Caller Device & From the c-Live Universe – Unlimited.	Included
Events History is an incident logging functionality ensuring that all available information such as caller details, location, video, photos, chat, etc., are stored and can be easily retrieved for evidence etc.	Included
Services	
c-Live Universe system set-up, on-going operation and training modules	Included
Live 24/7/365, dedicated client and technical support team	Included
All maintenance, upgrades / updates, training, and 24/7/365 customer support is included with the subscription.	

Payment Terms

Carbyne will invoice the total of **$60,900.00** on an annual basis for a term of five years. First installment of $60,900.00 is due as set forth in Section 5 of the Terms and Conditions and then billed annually thereafter, for the remainder of the contract term. Additional optional features can be added at any time via an amended sales order(s) and will be prorated based on the remaining term of this sales order.

Signatures Of Authority

Washoe County Sheriff's Office

Jennifer Felter, PSAP Manager

+1 775.333.7017 | +1 775.785.4661 (m)
jfelter@washoecounty.us

Customer Signature

[Date]

Carbyne, Inc.

Robert Clark, General Manager Carbyne USA

+1 202.999.0102 | robc@carbyne911.com

Carbyne Signature

[Date]

Video Links – Carbyne c-Live Universe

Carbyne - NG9-1-1 in 30 Seconds

Carbyne's Technology Saves Kayaker's Life

Carbyne – Accurate Dynamic Location Information

Carbyne – Patent Awarded for Converting 911 Calls to Video

Carbyne Virtual Round Table

This is an exclusive Carbyne partnership User Forum. Designed to invest in all agency partners, to gain a better understanding and feedback from the industry experts and to make Carbyne solutions more useful and efficient within the 9-1-1 industry.

Exhibit A - Terms and Conditions

These terms and conditions (the "**Agreement**") and the relevant Sales Order to which they are attached govern Client's use of the Product and the Services (as such terms are defined below).

WHEREAS, Carbyne is the owner of certain proprietary technology hosted on a third party cloud service (the "**Platform**") and accessible by customers through a client software component (the "**Client Software**", and together with the Platform, the "**Product**"), which enables the reporting of certain events, the management of such reports, the analyses of reports and users and an additional information layer for the product; and **WHEREAS** Client wishes to use the Products in connection with events reported via calls to the Client's call center ("**Events**") by individuals using mobile devices (the "**Customers**"), as further detailed in the Sales Order and the Documentation and to obtain from Carbyne certain integration, support and maintenance services in connection therewith; **NOW, THEREFORE**, in consideration of the conditions herein contained, the parties, intending to be legally bound, agree as follows:

1. License; Services.

1.1. During the Term and subject to Client's compliance with the terms and conditions of this Agreement, Carbyne grants Client: (i) a right to access the Platform and use the Product by its Authorized Users through the Client Software in accordance with the terms hereof; and (ii) a non-exclusive, non-transferable, non-sublicensable, limited, revocable right to install and use the "Client Software" Product on up to the number of CPUs set forth in the Sales Order (each, a "**Client Software License**") to be used by Client employees, agents, representatives and contractors who are permitted access to the Product by Carbyne ("**Authorized Users**") for Client's internal business use.

1.2. As part of Client's use of the Services, Client may receive access to Third Party Content. Client is responsible for complying with, and causing its Authorized Users to comply with, any terms that may be presented to Client when Client accesses such Third Party Content. Third Party Content is available "AS IS" without indemnification, support (unless otherwise specified), or warranty or condition of any kind. Carbyne may suspend or terminate provision of any Third-Party Content at any time, and that suspension or termination will not be deemed a material, detrimental change or a breach of this Agreement.

2. Statements of Work

2.1. Subject to Client's compliance with the terms of this Agreement, Carbyne undertakes to provide Client with services for the installation of the Products on Client's systems and for the integration of the

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Products therewith (the "**Services**"), as detailed in the Sales Order.

2.2. During the Term, either Party may request in writing a change to the Sales Order ("**Change Order**"). A Change Order signed and dated by authorized representatives of each party will modify the Sales Order. It is mutually acknowledged and agreed that any such Change Order may affect the fees or charges payable to Carbyne and/or the project schedule. Neither party shall have any obligation respecting any change until an appropriate Change Order or amendment is executed and delivered by both parties.

3. Technical support and availability.

3.1. Technical support and availability of the Platform and the Client Software shall be in accordance with the Service Level Agreement.

3.2. Carbyne may from time to time: (i) change the Services, or (ii) elect to cease providing any features or functionalities of the Services. If Carbyne makes a material, detrimental change to the Services that affects Client's use of the Services, Carbyne will notify Client and Client may terminate this Agreement by notifying Carbyne in writing no later than ten (10) days after the date of such notice. If Client terminates this Agreement pursuant to this Section, the termination will be effective as of: (a) the date Carbyne receives the notice of termination; or (b) any later date specified in the notice (but in any event the effective termination date must not be more than 90 days after the date on which the notice is received, unless otherwise agreed between the parties). In the event that Client terminates pursuant to this Section, Client will be responsible for all fees incurred to, and including, the effective date of any termination pursuant to this Section, and Carbyne will refund any prepaid fees prorated as of the effective date of the termination, less any discounts not earned as of the effective date of the termination. Carbyne may provide advanced notice to Client for planned minor changes when practicable. Client's continued use of the Services after the effective date of any change will be deemed acceptance of the modified Services.

3.3. Carbyne may suspend Client's use of any Services if: (i) Client is in breach of this Agreement and does not cure that breach within twenty (20) days after Carbyne notifies Client of such breach; (ii) Client's use of the Services poses a security risk to the Services or to other users of the Services; or (iii) suspension is required pursuant to a subpoena, court order, or other legal requirement. To the extent permitted by law, Carbyne will give Client twenty (20) days written notice before suspending Client's use of the Services, unless Carbyne reasonably determines that providing such notice may be detrimental to the Services, to other users of the Services, or to any person or property, in which case Carbyne will notify Client as soon as feasible or permitted. Carbyne will suspend Client's access only to the Services that are the subject of the issue

giving rise to the suspension. Carbyne will promptly reinstate Client's access to the Services once Carbyne has determined that the issue causing the suspension has been resolved. In the event of a suspension of the Services, Carbyne may provide Client with access to Client Data as needed to maintain continuity of Client's operations. For the avoidance of doubt, Client will remain responsible for all fees incurred before and during any suspension, and Client will not be entitled to any service credits under this Agreement that Client might have otherwise accrued during any suspension.

4. Client's Obligations and Acknowledgements

Client hereby agrees and/or acknowledges:

4.1. To provide Carbyne with the data required by Carbyne in connection with each Event report submitted by a Customer as well as any other information required by Carbyne to provide the Services.

4.2. To use the Product and all related software and Documentation, as well as process all Product data, in compliance with all applicable laws and regulations, including but not limited to applicable data security and privacy laws. Client represents and warrants that no third party agreement prevents it from using the Products as contemplated hereunder.

4.3. To manage and secure all Client Software keys and login credentials used by Authorized Users in connection with their use of the Platform, and protect the same against unauthorized use or disclosure.

4.4. To specifically authorize Carbyne, and each of Carbyne's licensors or vendors that provide Carbyne with Event data, to provide Client with such Event data.

4.5. The Product is provided as a supplementary source of emergency data; Product data should not replace other emergency location information and should not be exclusively relied-upon in an emergency scenario.

5. Fees

In consideration for the Services, Client shall pay Service Fee and Integration Fee set forth in the Sales Order (the "**Fees**"). Fees shall be payable within 30 days of the date of the invoice issued by Carbyne. All payments not made when due, shall be subject to a late charge of 1.5% per month compounded annually. Payment of Fees shall be made by wire transfer or check to the account details provided by Carbyne in writing, or such other account as may be designated by Carbyne from time to time. The Fees are exclusive of any applicable taxes.

6. Intellectual Property Rights

6.1. All intellectual property rights in the Product, Services and all specifications, user manuals and other documentation associated therewith (the "**Documentation**") and any part thereof, including any and all derivatives, changes and improvements thereof lie exclusively with Carbyne.

6.2. Client shall not, directly or indirectly: (i) attempt to infiltrate, hack, reverse engineer, decompile, or disassemble

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the Product or any part thereof for any purpose; (ii) interfere with, modify, disrupt or disable features or functionality of the Product; (iii) represent that it possesses any proprietary interest in Product, Documentation or any part or derivative thereof; (iv) take any action to contest Carbyne's intellectual property rights or infringe them in any way; (v) remove or use the name, trademarks, trade-names, logos and other proprietary notices of Carbyne contained on or in Products or Documentation (except as specifically authorized by Carbyne in writing); (vi) copy any part or content of the Product or of Documentation other than for Client's own internal business purposes (except as specifically permitted herein); (vii) use the Product or any part thereof to build a competitive product or service; (viii) sell, rent, lease, sublicense, distribute, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, the Product or any Product data to any third person (except in accordance with the license rights granted in Section 1 of this Agreement); (ix) permit other individuals or entities to create links to the Platform or Product, or "frame" or "mirror" the Platform on any other server, or wireless or Internet-based device, or otherwise make available to a third party any token, key, password, or other login credentials to the Product; (x) transmit software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment into the Platform or Carbyne's network environment; (xi) misrepresent the source or ownership of Product data; (xii) use the Product or Product data in any manner or for any purpose that violates any applicable law or regulation or any rights of any person. Client shall provide commercially reasonable assistance to Carbyne to prevent the occurrence of any such activities by any third parties.

6.3. Client and its Authorized Users retain all right, title and interest in and to any all data, records, reports and files uploaded or transmitted to Carbyne by Client or otherwise generated by Client or its Authorized Users when accessing or using the Services ("**Client Data**") and all intellectual property rights therein. Client's rights to access and use the Client Data via the Services are limited to those expressly granted herein. Client hereby grants Carbyne a non-exclusive, royalty-free, perpetual, worldwide license to use, reproduce, and prepare derivative works of all Client Data, solely as required to perform the operations of the Product in accordance with the Documentation and as set forth in this Agreement, and to analyze the Client Data and create internal databases solely for the purpose of offering products and services based on the analysis of customer behavior and transaction information, all subject to Carbyne's compliance with applicable law and privacy regulations.

7. Confidentiality

7.1. The receiving party agrees (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, employees, advisors, or consultants (collectively, its "**Representatives**") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than those contained herein; (ii) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (iii) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, if the receiving party is required by legal process or applicable law, rule, or regulation to disclose any of the disclosing party's Confidential Information, then prior to such disclosure, if legally allowed, receiving party will give prompt notice to the disclosing party so that it may seek a protective order or other appropriate relief.

7.2. The confidentiality obligations hereunder shall expire three years from the date of termination or expiration of this Agreement and shall supersede any previous confidentiality undertakings between the parties.

7.3. For the purposes hereof, "**Confidential Information**" means any proprietary or trade secret information disclosed by one party to the other which can be reasonably understood under the circumstances to be confidential, but excluding any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party can demonstrate in its records to have had rightfully in its possession prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of this Agreement; (iv) the receiving party can demonstrate in its records to have independently developed, without breach of this Agreement and/or any use of or reference to the Confidential Information.

8. **Disclaimer; Limitation of Liability**

8.1. **CARBYNE PROVIDES THE PRODUCT AND DOCUMENTATION TO CLIENT ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, AND CARBYNE EXPRESSLY DISCLAIMS ALL WARRANTIES - WHETHER STATUTORY, EXPRESS, IMPLIED OR OTHERWISE - INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY. CARBYNE FURTHER DISCLAIMS ANY WARRANTY THAT THE OPERATION OF THE CARBYNE PLATFORM OR ANY RELATED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE**.

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8.2. **EXCEPT FOR WILLFUL MISCONDUCT OR FRAUD, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, CARBYNE'S MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO CARBYNE DURING THE 12 MONTHS PRECEDING THE DATE THE LIABILITY FIRST ARISES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING CUSTOMER DATA), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT CARBYNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**.

9. **Indemnification**. To the extent permitted by law, each Party (each, an "**Indemnifying Party**") will indemnify, defend and hold harmless the other Party, its officers, employees (the "**Indemnified Party**") from and against any and all damages, liabilities, costs and expense (including reasonable attorneys' fees) resulting from any claim, demand, judgment, or proceeding (collectively, "**Claims**") brought by a third party either arising out of or relating to a material breach by the Indemnifying Party of this Agreement. Client will indemnify and hold harmless Carbyne and its directors, officers, shareholders and agents from any Claims brought by a third party either arising out of or relating to (b) the Client Data, the Client Software, or the actions or omissions of any Authorized Users. With respect to any third party claims or proceedings, the Indemnified Party shall (i) promptly notify the Indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the Indemnifying Party's obligation except to the extent it is prejudiced thereby, and (ii) allow the Indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement provided that the Indemnifying Party will not settle any claim without the Indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed). The Indemnified Party shall also provide the Indemnifying Party with reasonable cooperation and assistance in defending such claim (at the Indemnifying Party's cost).

10. **Data Security And Data Privacy.** The terms and conditions that govern the Parties' respective rights and obligations arising from and relating to data protection and privacy, including Carbyne's practices with respect to the collection, use and disclosure of certain data and/or personal information provided within the framework of the Services, are set forth in Carbyne's privacy policy, available at: https://carbyne911.com/app-privacy-policy/.

11. **Term; Termination**

11.1. This Agreement shall commence on the Effective Date and will continue for the Term set forth in the Sales Order. The Agreement shall automatically renew for additional 12 months periods unless either party provides written notice of its desire to terminate to the other party at least 30 days prior to the expiry of the then applicable term, unless otherwise terminated in accordance with the terms of this Section 7 ("**Term**").

11.2. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven days after being given written notice thereof; (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or (iii) any petition by or on behalf of such party is filed under any bankruptcy or similar laws, provided that Carbyne may also terminate this Agreement if Carbyne reasonably believes Client intends to undergo any of the foregoing or is or will be presently unable to provide Client's services to Customers.

11.3. Upon termination of this Agreement, Client will immediately cease use of the Product and any Service, each party shall return to the other party all of the other party's Confidential Information in its possession and any outstanding Fees shall become due and payable. Sections 4, 5.3, 6, 8 and 9 shall survive any expiration or termination of this Agreement.

12. **Notices**

All notices or other communications hereunder shall be in writing and given in person, by registered mail, by an overnight courier service which obtains a receipt to evidence delivery, or by facsimile or email transmission with written confirmation of receipt, addressed to the address set forth above or to such other address as any party hereto may designate to the other in accordance with the aforesaid procedure. All notices and other communications delivered in person or by courier service shall be deemed to have been given upon delivery, those given by facsimile or email transmission shall be deemed given on the business day following transmission, and those sent by registered mail shall be deemed given three calendar days after posting.

13. **General**

Carbyne may, with Client's prior approval, issue publicity or general marketing communications concerning its involvement with the Client. This Agreement constitutes the entire agreement between Carbyne and Client and supersedes any previous agreements or representations, either oral or written, with respect to the subject matter of this Agreement. All amendments will be made only in writing. Client shall not transfer or assign its rights or obligations under this Agreement to any third party. Any purported assignment contrary to this section shall be

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void. Carbyne may assign its rights and obligations under this Agreement upon a prior written notice to Client. Some of Carbyne's licensors and suppliers may be third-party beneficiaries under this Agreement. This Agreement may be updated, amended, or modified from time to time in Carbyne's reasonable discretion as required to comply with applicable law or as required by Carbyne's licensors or vendors. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties, or if it cannot be so modified, then eliminated, and such elimination shall not affect the validity of any remaining portion, which shall remain in force and effect. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance. This Agreement is governed by the laws of the **State of New York**, without regard to its conflict of law principles, and any dispute arising from this Agreement shall be brought exclusively before the courts of **Nevada, USA**.

Exhibit B - c-Live Universe Technical Requirements

The following hardware requirements are provided by Customer:

c-Live System	PC specifications: • **CPU**: Core i5, RAM Minimum 8GB. • **Disk Space: 20% free disk space, 1G used at install** • **Operating System**: Windows 7, 8.1 & 10 Professional. 64bit (all) • A physical Internet NIC (Ethernet / Wi-Fi) Note: For an optimized view of the interface the dimensions of the operator's screen should be 19" with 1400x1050 pixels or better **Power Plan:** Set to "High Performance" to avoid video lag or abnormal program performance **Permissions:** For Installation only: administrator privileges; for BAU Operation: Standard User privileges **Software Updates:** Require **modify / write** permissions to the **C:\Carbyne\CLite** folder, inclusive of any endpoint security software such as anti-virus software
Network Requirements	Internet connection provided by the Customer: • The PC's must have external High-Speed internet connectivity • Network Speed: o Downstream Minimum: 2 Mbps download, 1 Mbps upload per workstation o Upstream Minimum: 3Mbps o Static IP
Firewall	Content Filtering: Firewall "Layer 7" content filtering should allow for the *.carbyneeapi.com (Inbound Not applicable) • Outbound *.carbyneapi.com o TCP / 3128: Registration, location, chat, software updates o UDP / 1937: Video via using WebRTC and H.264 / VP8 / VP9 codecs o TCP / 1937: Video where UDP is not available

	• C-records.crm9.dynamics.com
	  o TCP / 443: Event History access*
	• Local or remote DNS server
	  o TCP / UDP 53: UDP Resolution

SMS Title Text & Logo	String Text can be inserted into the SMS, which precedes the unique URL Link 1. Should contain English letters or numbers only 2. Up to 100 characters A Logo can be inserted not the cloud instance, which is displayed to the caller while they are in an active session. 1. Image should be provided preferably as a vector (SVG) file, but a raster (BMP / JPG / GIF / PNG) is acceptable 2. Authority name should be a maximum of 30 characters, broken into two lines (15 characters per line).
Notes	• The message from c-Live to the wireless smartphones uses SMS technology which relies on commercial wireless carriers and their infrastructure and throughput limitations. • Additional URLs may need to be whitelisted. In order to access all components of Carbyne's Event History web portal. Microsoft has published a full list of URLs for Dynamics 365 and Power BI here • By accepting this offer, the customer agrees with the terms of use for the Carbyne product as published on the Carbyne website (https://carbyne911.com/terms-c-lite-us/). • A standard weekly maintenance window for system upgrades may take place. • Auto Detect ALI (if applicable, manual by default) See **Exhibit C.**

Exhibit C - ANI / ALI Spill for Auto Detect

The ANI / ALI spill is typically provided by your existing Call Handling Equipment (CHE) to other third parties such as your voice logger, mapping, CAD platform etc. via a serial or IP configuration. Using Auto Detect does require a small level of on-premises configuration, including installation of a palm-sized serial-to-IP converter to read your existing ANI / ALI spill data.

Call Taker Flow

1. A call is answered by the Call Taker at their position, by the Call Handling Equipment (CHE).
2. The CHE triggers an ANI / ALI lookup utilizing the existing ANI / ALI modem already on-premises.
3. Once the ANI / ALI data is returned (if available), Carbyne takes a copy of the data using a standard serial
   splitter.
4. The data is then converted from a serial format to an IP format, and transmitted via HTTPS (TLS) to
   Carbyne's Serial Analog Gateway (SAG) Service, which is part of Carbyne's Cloud AWS platform.
5. A new c-Live Universe session is started automatically for that specific Call Taker, and AML (EED / ELS)
   location is automatically displayed, where available.
6. A SMS can be sent either manually or automatically, in order to allow the Call Taker to enhance the c-Live Universe session enhanced data (Carbyne's location, video and chat services).

Supported Configurations

PSAPs that are spread over two or more physical locations can be supported as long as the CHE uniquely identifies the Call Taker positions at each physical location uniquely.

- Location A has CT01, CT02, CT03
- Location B has CT11, CT12, CT13

Requirements & Limitations:

1. We can only automatically initiate a new start c-Live Universe session during a 9-1-1 emergency call, since we rely on the ANI Spill data which is managed by the Incumbent Local Exchange Carrier (ILEC) and subsequent companies. ANI / ALI data is not automatically generated for non-emergency calls e.g. Administrative calls.
2. The serial-to-IP converter requires an outbound IP connection to the internet. The network connection (Ethernet RJ45) can be segregated from all other networks at the PSAP, if required.

Content Filtering	Firewall "Layer 7" content filtering should allow for the *.carbyneeapi.com (Inbound Not applicable) • Outbound *.carbyneapi.com o TCP / 443: Service to parse the CAD ANI spill data to extract the Caller's phone number • Remotemanager.digi.com o TCP / 3199: Allows for remote management and monitoring of the onsite device • Local DNS server/Remote DNS Server (1.1.1.1.8.8.8.8) o TCP / UDP 53: DNS Resolution
	• The serial-to-IP converter requires a direct serial cable connection to the source of the CAD ANI spill data. If a splitter with an available port is not available, a splitter box can be provided to facilitate this requirement.
Requirements & Limitations	• The Caller's phone number should appear in the same location on the screen o for each call taken by that Call Taker o for all Call Takers who utilize that position i.e. Call Taker specific profiles are not supported • Screen specifications should be a minimum of 1024 horizontal resolution. • Windows 'Display Setting' size of text should be 100% i.e. not scaled.

Appendix D - c-Live Universe System Architecture

Architecture Overview

Carbyne's main infrastructure is hosted on Secure AWS GovCloud. Carbyne utilizes a secure scalable cloud computing platform designed for high dependable availability. It is Carbyne's top priority to protect the confidentiality for record retention, data integrity and secure availability of our systems as we continually strive to improve, build and sustain your trust and confidence in our business relationship.

AWS infrastructure allows Carbyne to deliver services to the end customer that are fast, reliable, highly available, scalable, and secure. Carbyne has designed this solution to take advantage of AWS architecture, to tolerate system or hardware failures with minimal-to-no customer impact. Data centers are built based on availability zones (clusters) in various global regions, while all data centers are 'active' and serving customers; no data center is 'cold'.

Cloud Infrastructure

Data Storage

Data storage traverses the AWS infrastructure and is stored in Microsoft Azure Cloud, providing all the benefits of cloud-based solutions and data received is stored in the Events History platform. Data transmitted and received from the Caller and the agency is securely retained within the data repository entirely located within the United States. Data is stored irrespective of whether the Telecommunicator is viewing the data via c-Live Universe. At present, Carbyne's data retention policies allow for data to be stored based on each Agencies data retention requirements.

Services

Carbyne's cloud services are built as microservices and served via AWS cloud on a global scale. Each service provides unique functionality, such as location, user and reporting-based services. Together they form a robust platform that allows for flexible scalability as the Carbyne ecosystem grows.

Video Streaming Server

Carbyne video streaming service enables proactive load and performance management, utilizing the latest multi-threaded software tools and platforms. This delivers live streaming from standard mobile phones to PSAPs' equipment where c-Live Universe is installed.

Security

Access Controls to Agency Data and Configuration

Carbyne's infrastructure assigns authenticated c-Live Universe clients a set of temporary, limited privilege credentials to initially access resources establishing their Agency User profile. c-Live Control users will be Agency-defined as either a User or Admin (requiring 2FA) role with different levels of access and provision abilities. c-Live Universe clients authenticate with the Carbyne c-Live platform cloud using a unique pre-configured ID and Token.

Monitoring

Carbyne's monitoring tools are designed to detect unusual, unauthorized activities and conditions at both ingress and egress points. These tools monitor server and network usage, port scanning activities, application usage, and unauthorized intrusion attempts to ensure the end-to-end security of the ecosystem. The tools can set custom performance metrics thresholds for unusual activity. Carbyne has implemented password protection, domain-level security, and link sharing protection in all its relevant features.

Auto Detect Option

Carbyne's c-Live Universe can be configured to initiate a new c-Live Universe session automatically. This feature does require the on-premise installation of a palm-sized serial-to-IP converter to read your existing ANI-ALI spill data. This data is typically already provided by your existing Call Handling Equipment (CHE) to other third parties such as your voice logger, CAD and / or map platform's. For more information, please refer to **Exhibit C**.