

This Security Officer Management System Software as a Service (SaaS) Agreement, hereby known as the "Agreement" entered into on the day specified in the Customer signature below, hereby known as the "Effective Date" by and between:

AccountAbility Global LLC, who can be reached at the address listed above and hereby known as the "Supplier," and;

200 E. Main Street, Lexington, KY 40507 hereby known as the "Customer,"

Both Supplier and Customer together are collectively hereby known as "Party" or "Parties."

**WHEREAS**, the Supplier has developed specific security guard software and web applications that it makes available for customers over the Internet and/or cloud;

**WHEREAS**, the Customer wants to use the Supplier's applications in its company operations; and

**WHEREAS**, the Supplier agrees to provide said applications to the Customer who agrees to use and pay for Supplier's services, which are subject to the following terms and conditions.

These Terms and Conditions may be updated or modified by the Supplier at its discretion, or as required to remain compliant with applicable laws and regulations.

## **Definitions**

### **Services**

Subscription services provided by the Supplier to the Customer under this Agreement per the proposal above.

### **Support services policy**

Includes the support provided by the Supplier in relation to the Services made available per the proposal.

### **Authorized users**

Users (employees or contractors) who are authorized by the Customer to use the Services and Documentation.

### **User subscriptions**

The subscription purchased by Customer under this Agreement gives them and their Authorized Users access to the Services listed herein.

### **Customer data**

Data inputted by the Customer, Supplier, or Authorized Users. The Supplier may input Customer Data on behalf of the Customer for the purpose of using the Services or to facilitate the Customer's use of said Services.

### **Normal business hours**

For the purpose of this Agreement, "Normal Business Hours" means *8am to 8PM EST time, Sunday through Saturday*, including holidays. While the Supplier will generally have Support available 24/7, these hours do not count as "Normal Business Hours" for the purpose of this Agreement.

### **Software**

The online software applications provided to the Customer by the Supplier as part of its Services.

## **Electronic Communications**

### **Consent to Electronic Communications**

By using our services, you consent to receive electronic communications from us in accordance with this clause and applicable Florida law.

“Electronic communications” includes, but is not limited to, emails, text messages, push notifications, and in-app messages.

### **Management of Communication Preferences**

You may manage your receipt of marketing and non-transactional communications by clicking the “unsubscribe” link located at the bottom of our marketing emails.

You cannot opt out of receiving transactional emails related to your account or use of our services.

## **User subscriptions terms**

The Supplier grants to the Customer a non-transferable, non-exclusive right to permit the Authorized Users to use the Services and Documentation during the Subscription Terms solely for internal business operations and for no other purpose.

In regards to the Customer's Authorized Users, the Customer agrees to:

1. An adjusted monthly billing based on users added, if Customer's subscription is based on users.
2. Not transmit or distribute any Viruses, or anything that could be considered harmful, threatening, offensive, harassing, obscene, illegal, sexually explicit, violent, discriminatory, or a direct encouragement to hurt a person or a person's property.

The Supplier reserves the right to remove and/or disable the Customer's access to any material if the Customer willingly breaks or desires to break said clause.

## **Fees and service term**

As a part of this Agreement, the fees and service term on the Effective Date are as follows:

### **Subscription fees**

The initial subscription fees are outlined in the signed Agreement; however, these fees are subject to change. The Supplier reserves the right to modify the subscription fees at any time, with prior notice to the

Customer. Any changes to the fees will be effective for future billing periods and will not affect the fees already agreed upon for the current term.

## **Right to Modify Fees**

The Supplier reserves the right to modify subscription fees at any time due to market changes or other factors affecting the cost of providing services.

## **Notice of Fee Changes**

The Supplier shall provide written notice to Customers of any fee changes at least SIXTY (60) days prior to the implementation of such changes. Notice shall be delivered via email to the Customer's registered email address.

## **Customer Rights and Options**

- Accept the new fee structure and continue the subscription;
- Reject the new fee structure and terminate the subscription without penalty; or
- Negotiate alternative terms with the Supplier, subject to mutual agreement.

## **Acceptance of Fee Changes**

If a Customer continues to use the Supplier's services after the effective date of the fee change, such continued use shall constitute acceptance of the new fee structure.

## **Termination Due to Fee Changes**

Should a Customer choose to terminate their subscription due to a fee change, they must provide written notice to the Supplier at least one (1) day prior to the effective date of the fee change.

Upon timely notice of termination, the Customer's subscription shall end on the day immediately preceding the effective date of the fee change.

## **Additional User or Site Subscription Fees**

Customer may add additional users or sites, with the understanding that Accounts Receivable will audit at the end of every month and adjust the following monthly billing accordingly.

## **Subscription Term**

The initial subscription term is month to month, with a 1 day written request to cancel, unless otherwise noted.

## Customer data

The Customer affirms to the Supplier that the Customer Data will not violate the intellectual property rights or any other legal rights and will not break the provisions of any law, regulation, or statute in any jurisdiction under applicable laws.

The Supplier is not responsible for any lost data the Customer incurs due to misuse, nor are they responsible for lost data incurred from a blackout, scheduled system maintenance, cellular signal loss, or any technical failure.

## Data Retention Policy

AccountAbility Global LLC ("the Supplier") is committed to maintaining the privacy and security of its customers' data. Once data has exceeded its retention period, it will be securely deleted and rendered unrecoverable. The following outlines the retention periods for various types of data collected by the Supplier:

### 1. Activities, Scans, and Visitor Text Data:

- Retained for a total of **1 year**.
  - Data collected **within the past 6 months** is stored in the system with images.
  - Data **older than 6 months** is moved to a Secured Deep Archive and can be exported to a spreadsheet at Customer request.

### 2. Activities, Scans, and Visitor Images/Files:

- Retained for **6 months**.

### 3. Incidents Text Data and Images/Files:

- Retained for **5 years**.

### 4. All Other Form/Report Text Data and Images/Files:

- Retained for **3 years**.

### 5. Former Customers' Data:

- If a Customer ceases to be a customer of AccountAbility Global LLC, all their form data will be removed after **90 days**. During this period, the Customer can request any of their form/report data to be mass exported to a spreadsheet, even if they are no longer a current customer.
- Data related to application functionality (**Clients, Sites, Checkpoints, and Users**) will be maintained for as long as possible (*not exceeding a period of 1 year*) to facilitate smooth reintegration should the customer return. This data can be deleted at written request by the Customer at any time after their departure.

This policy ensures that data is retained only for as long as necessary to provide services to customers while balancing security, compliance, and operational needs.

Customers may request an extension of the retention period for any data (excluding Activities, Scans, and Visitor data) by contacting support. Such requests may be granted for a nominal fee, subject to review and approval by

AccountAbility Global LLC.

Customers can request the deletion of any and all data at any time by contacting support. Upon receipt of such a request, AccountAbility Global LLC will take appropriate steps to securely delete the data, subject to any legal or operational retention requirements.

The Customer acknowledges that they have the ability to save or print their reports and attached data (e.g., pictures/files) at any time while the data is retained by the Supplier during the retention period. The Customer accepts full responsibility for the long-term storage of data beyond the scope of the Supplier's Data Retention Policy. Additionally, the Customer acknowledges that after the expiration of the retention period, the data is no longer retrievable by the Supplier and agrees to take full responsibility for providing any requested data. The Supplier shall not be held liable for any inability to fulfill data requests once the retention period has ended and the data has been destroyed or is no longer accessible.

This Data Retention Policy may be updated or modified by AccountAbility Global LLC at its discretion, or as required to remain compliant with applicable laws and regulations.

## **Support services**

The Supplier shall make available a help desk to the Customer during Normal Business Hours, and beyond, when possible. The Supplier agrees to provide Support Services with equitable skill and care.

The Customer may use the help desk to request or receive Support Services, and the Supplier shall respond promptly. The Supplier may suspend Support Services if any amount due to be paid by the Customer to the Supplier is late by at least 15 days.

## **Charges and payments**

If the Customer does not pay any amount of the Charge due to the Supplier under this Agreement, the Supplier may cease services after 15 days delinquency.

## **Proprietary rights**

No term in this Agreement allows the transfer or assignment of any intellectual property rights from the Supplier to the Customer or from the Customer to the Supplier. The Supplier owns 100% of the Services and Documentation included in this Agreement.

## **Limitation of liability**

Nothing in this Agreement will:

1. limit any liability for personal injury or death resulting from negligence;
2. put parties liable for any loss of business, contracts, or opportunities;
3. limit any liability for fraudulent misrepresentation;
4. put parties responsible for any loss of savings or profits;
5. limit any liabilities not allowed under related laws;
6. put parties liable for any loss due to cellular blackout, scheduled system maintenance, cellular signal loss, or any technical issue; or
7. prohibit any liabilities that may not be excluded under applicable law.

## **Terms and termination**

The Customer can terminate this Agreement at any time. The Supplier can terminate this Agreement by giving the Customer at least 30 days of written notice. If any Party breaches the contract terms, any Party can terminate the Agreement immediately. If either Party is dissolved, ceases conduct of all of its business, is unable to pay its debts, or becomes insolvent, the Agreement will be terminated.

## **General terms**

### **No waiver**

A breach in said Agreement shall not be waived except with the written consent of the Party not responsible for the violation.

### **Severability**

If any provisions of this Agreement are determined to be unlawful or enforceable by any court or competent authority, all other provisions in this Agreement will continue in effect.

### **Entire agreement**

This Agreement includes the entire agreement between the Supplier and the Customer and replaces all past Agreements, understandings, and representations of the Parties, whether written or oral.

### **Governing law**

This Agreement shall be governed by the laws of the Commonwealth of Kentucky. The parties agree that a court of competent jurisdiction in Fayette County Kentucky will settle any claim or dispute that arises out of this Agreement.



**Please sign and date this Agreement below**

**Customer:** Lexington Fayette Urban County Government 200 E. Main Street, Lexington, KY 40507

Signature: Linda Gorton Date: 6/2/2025  
Lexington Fayette Urban County Government by Linda Gorton, Mayor

Steve Crosby 6-2-2025  
Steve Crosby, CEO  
AccountAbility Global LLC