

LEADS ONLINE NIGHTHAWK™ SUBSCRIPTION

ORDER FORM NO. Q-08062 | AGENCY ID: 2755

CUSTOMER:

LEXINGTON FAYETTE URBAN COUNTY
GOVERNMENT

UNIT:

POLICE DEPARTMENT

1. SERVICE

- a. **Service.** LeadsOnline NightHawk™ for Law Enforcement Agency users (**Service**).
- b. **Authority.** Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

2. PURPOSE

- a. **Law Enforcement Use.** Exclusively for the official law enforcement agency duties of Customer's Unit; information retrieved from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to investigate and prosecute crimes within the jurisdiction of and investigated by Customer's Unit.

3. DEFINITIONS

- a. **Analysis Files** are records electronically submitted by a Customer to the Service for automated analysis including but not limited to unstructured images, video, audio or text submitted, and data related to communications or movements of devices, vehicles and other entities, which reference data for identifying locations including cell site lists, landmarks, and locations related to crimes. Analysis Files are typically generated by telecommunications network providers and systems, app providers, computers, extraction systems and are provided to Customer via a legal process or voluntarily by persons with the right to provide them. Analysis Files are Customer Property.

4. SERVICE RECIPIENT & ELIGIBLE USERS

- a. **Capacity and Eligible Users.** No more than the Quantity per Service Period listed below of named individual employees of Customer in its Police Department, each with a unique login (**Eligible Users**).
 - Eligible User logins may not be shared and individuals in a division who are not Eligible Users may not access the Service.
 - During initial onboarding, Customer must provide LeadsOnline with the names and email addresses of Eligible Users (Customer may revise its Eligible Users Form a reasonable number of times each year).
- b. **Access.** Access to Analysis Files is limited to Eligible Users for Services on this Order Form, but may be shared with eligible users of other order forms if directed by Customer.

5. TERM, SERVICE PERIODS & SUBSCRIPTION FEES

- a. **Order Term.** This Order Form will become effective as of the Effective Date and remain in effect through the Service Periods listed below (**Initial Term**) and any renewal Service Periods or until termination by LeadsOnline or Customer as described below. The Effective Date shall be defined as the date of the last signature below.
- b. **Payment Terms.** Payment shall be made on or before each anniversary during the Initial Term and any renewal term thereafter.

START DATE	END DATE	RATE	QTY	TOTAL DUE
July 1, 2026	February 28, 2027	\$2,366.67	3	\$7,100.01

- c. **Renewals.** Neither party is obligated to renew this Order Form. Prior to the expiration of the Initial Term or any renewal term, the parties may renew this Order Form for additional one-year terms by LeadsOnline's submission of a valid invoice to Customer for the renewal Service Period at then-current pricing and Customer's payment of such invoice within thirty (30) days of renewal.
- d. **Applicable Taxes.** Fees are exclusive of sales, use, withholding, TPT, VAT, and other similar taxes, and if required by law Customer is responsible for payment of such taxes. Any taxes referenced and/or quoted are estimates only, and not all services may be subject

to taxation. Final tax amounts will be determined based on applicable laws at the time of invoicing. Customer may provide a Tax Exemption Certificate if applicable.

6. FEATURES

NIGHTHAWK™ KEY FEATURES AND CHARACTERISTICS	
LeadsOnline NightHawk™ System	Upload and analyze multiple file types, including text and social media, to translate data into actionable leads and seamlessly share across your agency.
LeadsOnline S.I.F.T. System	Utilize the Subject Interaction Filtering Tool to analyze calls and messages, events, GPS trackers, gunfire acoustic identifiers, LPR hits, and other data points overlaid in real time to build your case.
LeadsOnline Link Chart System	Upload mugshots and case photos to better visualize people, places, and things associated to your case for communicating, managing, and navigating large-scale investigations.
LeadsOnline Collaboration System	Case-level access control allows you to restrict or grant access to other users inside and outside of your agency providing cross-collaboration into crime patterns outside of your jurisdiction.
LeadsOnline Toolbox	Use LeadsOnline's automated search warrant generation, automated phone lookups, repository of training materials, video tutorials, templates, resources, software, process guides, carrier and network specifications, contacts, subject matter assistance and other content relevant to criminal investigations.

7. TRAINING & REMOTE TECHNICAL SUPPORT

- a. **Registration.** Eligible User accounts include unlimited access to NightHawk, Help Documents, Affidavit/Preservation Templates, and NightHawk University.
- b. **Training.** Online new user NightHawk basic training included.
 - Additional courses available via LeadsOnline Training Portal.
 - Other on-demand training webinars on digital evidence analysis are available in the LeadsOnline Toolbox.
- c. **Support.** Technical Support program is described at leadsonline.com/support.

8. MISCELLANEOUS

- a. This Order Form is attached to and incorporated into the Subscription Services Agreement between **Customer** and **LeadsOnline** dated **(Agreement)**.
- b. This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

<< REMAINDER OF PAGE LEFT INTENTIONALLY BLANK—SIGNATURE PAGE TO FOLLOW >>

9. SIGNATURES FOR NIGHTHAWK™ SUBSCRIPTION

- a. Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

LEADSONLINE, LLC (LeadsOnline)	
SIGNATURE:	
NAME:	Alexander Finley
TITLE:	President & CEO
DATE:	
ADDRESS:	6900 Dallas Parkway, Suite 825, Plano, Texas 75024, United States

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT (Customer)	
SIGNATURE:	
NAME:	
TITLE:	
DATE:	
ADDRESS:	200 East Main Street, Lexington, Kentucky 40507, United States