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Order Form & Pricing Agreement

Seller: QLUE Forensic Systems Inc.
Suite 220 - 1130 W. Pender Street
Vancouver, BC, V6E 4A4

Date: March 28th 2025
Valid Through: April 30th 2025
Proposed By: Bradley Nuttall

Bill To:
Company Name: __Ocala Police Department__
Address: __402 S. Pine Avenue__
State, ZIP: __Ocala, FL 34471__

Order Information
Contract Start Date: 03/01/2025
Contract End Date: 09/30/2025
Billing Frequency: Annual
Payment Method: EFT/Credit card

Billing Contact
Name: _____
Email: _____
Phone: _____

Subscriptions	Start Date	End Date	Quantity	Net Total
QLUE License - **Standard Version** - discount applied for law enforcement • includes comprehensive training and ongoing support (product and investigations) • covers Bitcoin and Ethereum, including all ERC20 tokens and ERC721's • additional support from in-house forensic team • Maximum of 100 addresses being monitored at any given time.	03/01/2025	09/30/2025	1	$8000.00 (7/12) = 4,666.67
Master Cryptocurrency Investigations - CCI • Module 1-10			2	
			Total:	**USD $4,666.67**

Net Total Amount: $4666.67

Pricing does not include applicable taxes.

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Customer agrees to be billed monthly and grants QLUE Forensic Services Inc. permission to bill their credit card on file unless canceled in accordance with the Terms and Conditions.

Customer's Subscription for QLUE Forensic Services Inc. will start on _____03/01/2025_____ hereinbelow and will last for an initial Term of <mark>seven (7) months</mark> and shall renewed upon written agreement between the parties.

Pricing does not include applicable taxes

Pricing Agreement

This Pricing Agreement (this "Agreement") is between QLUE Forensic Systems Inc, a Canadian corporation with offices at Suite 220 - 1130 W. Pender Street, Vancouver, BC, V6E 4A4 and the organization listed below ("Customer" or "You") and is effective as of the later of the date signed below, and the Subscription Start Date (the "Effective Date").

This Agreement sets forth the Terms of Service pursuant to which Customer subscribes to use the Service. "Service" shall mean cloud-based compliance suite solution - QLUE™ Forensic Systems - QLUE™
This Agreement incorporates reference to the Standard Terms and Conditions for the said Service attached hereto.

QLUE Forensic Systems Inc

Signature: _B nuttall_

Name (Print): _Bradley Nuttall_

Title: _Account Executive_

Date: _03/28/2025_

Customer:

Signature: _Peter Lee_ (DocuSigned by) 5BB28E162F2E4C2...

Name (Print): _Peter Lee_

Title: _City Manager_

Date: _4/7/2025_

Approved as to form and legality:

Signed by: _William E. Sexton, Esq._ B07DCFC4E86E429...

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QLUE™ Terms of Service
Version No. 13.01.22
QLUE™ Terms of Service
Version No. 13.01.22

These Terms of Service (these "**Terms of Service**") are part of the *Subscription Agreement for QLUE™ Service* (this "**Agreement**") made by and between QLUE Forensic Systems Inc. ("**QFS**") and the Customer identified in the Order Form (collectively the "**Parties**" and each a "**Party**"), and govern Customer's use of QLUE and QLUE Analytics and related matters. This Agreement is comprised of the Order Form, these Terms of Service and any Additional Terms and Conditions attached to or referenced in the Order Form.

1. **Definitions and Interpretation**

   a. **Definitions:** In this Agreement, the following terms have the following meanings and other capitalized terms have the meanings set out elsewhere in this Agreement:

      i. "**Additional Services**" means services (including technical support and training services) provided by or on behalf of QFS relating to Customer's implementation and use of QLUE.

      ii. "**Ancillary Document**" means a written document that is attached to or referenced in the Order Form or expressly states that it is part of the Order Form and is signed by both Parties.

      iii. "**Authorized User**" means an individual (natural person) who is authorized by Customer to use QLUE on Customer's behalf. If Customer is an individual (natural person), then Customer may be an Authorized User.

      iv. "**Customer**" means the person identified as the "Customer" in the Order Form.

      v. "**Documentation**" means user manuals and other documents regarding QLUE that QFS provides or makes available to Customer or an Authorized User from time to time.

      vi. "**Order Form**" means a written document expressly identified as an Order Form for QLUE that specifies the details of the Subscription and is either issued or made available to Customer by QFS or QFS's authorized channel partner or is signed by both Customer and QFS or QFS's authorized channel partner, and includes all Ancillary Documents.

      vii. "**QLUE**" means the online solution known as "QLUE (Qualitative Law-Enforcement Unified Edge)" that can be used to obtain Third Party Data and QLUE Analytics.

      viii. "**QLUE Analytics**" means information and data created by QLUE that is based on or derived from Third Party Data.

      ix. "**QLUE System**" means the technologies, infrastructure, software, services, information and data used by or on behalf of QFS to operate QLUE.

      x. "**Representatives**" means directors, officers, employees, contract workers, agents and other personnel and representatives. Customer's Representatives are deemed to include all Authorized Users.

      xi. "**Services**" means all services (including QLUE and Additional Services) provided by QFS to or for the benefit of Customer pursuant to this Agreement.

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xii. "**Subscription**" means Customer's valid and subsisting subscription for the use of QLUE by Authorized Users on behalf of Customer, details of which are set out in the Order Form.

xiii. "**Third Party Data**" means information and data (including news feeds and data from cryptocurrency blockchain ledgers, surface web crawlers and other independent sources) regarding cryptocurrency wallets, exchanges, transactions and systems, dark market crawlers and other matters that QFS obtains from independent, third party sources for use in connection with QLUE.

b. **Additional Terms and Conditions:** Certain features or functionalities of QLUE or Additional Services may be subject to additional terms and conditions (collectively "**Additional Terms and Conditions**") set out or referenced in the Order Form. If there is a conflict or inconsistency between these Terms of Service and any Additional Terms and Conditions, then the Additional Terms and Conditions will take priority and govern regarding the relevant features or functionalities of QLUE or the relevant Additional Services.

2. **Subscription**

a. **Details:** The details of Customer's Subscription to QLUE (e.g. the term of the Subscription, the specific functionalities or services of QLUE available for use by Authorized Users on behalf of Customer and the maximum permitted number of Authorized Users) are set out in the Order Form.

b. **License:** Subject to this Agreement, QFS hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable, restricted and limited license during the term of the Subscription to: authorize Authorized Users to use (through the online mechanisms made available by QFS for that purpose) on behalf of Customer the applicable functionalities and services of QLUE in accordance with the details of the Subscription, the applicable Documentation and the restrictions and requirements set out in this Agreement, all for the sole purpose of Customer's internal business purposes; authorize Authorized Users to make and use a reasonable number of copies of applicable Documentation for QLUE to the extent reasonably necessary to facilitate Authorized Users' use of QLUE in accordance with this Agreement; and use, and authorize Authorized Users to use, Third Party Data and QLUE Analytics made available by QLUE to Authorized Users for the sole purpose of Customer's internal business purposes.

c. **Restrictions/Requirements:** Customer and Authorized Users will use QLUE, QLUE Analytics and Third Party Data in accordance with the Documentation and this Agreement. Customer and Authorized Users will not: use QLUE, QLUE Analytics, Third Party Data or Documentation in any manner, by any means, or for any purpose that is not expressly permitted by this Agreement; attempt to circumvent the ordinary navigational structure, technical delivery systems or display of QLUE or otherwise attempt to access or use QLUE, Third Party Data or QLUE Analytics by any means that is not deliberately made available for that purpose by QFS; use QLUE in a way that damages, disrupts, compromises, degrades or interferes with the integrity, functionality, operation, performance or security of QLUE or the QLUE System; license, sublicense, grant, sell, share (except as expressly set out in section 3(b)(ii)), transfer, assign, pledge, create an interest in, or otherwise give or make available or permit the use of QLUE, QLUE Analytics, Third Party Data or Documentation to or for the benefit of any person other than Customer, whether as a service bureau or otherwise, and whether with or without charge; alter, attempt to circumvent, destroy, obscure or remove any notices (including trademark and copyright

notices), proprietary codes or locks, means of identification, digital rights tools or management information, security or control measures or agreements (including end user terms and conditions) on, in or in relation to QLUE, QLUE Analytics, Third Party Data or Documentation; unless the Order Form expressly states otherwise, develop a software application for use with QLUE, Third Party Data or QLUE Analytics; reverse engineer or otherwise access or use QLUE, QLUE Analytics, Third Party Data, Documentation or a QLUE System to create a product or service that is competitive with QLUE, Third Party Data, QLUE Analytics or any other product or service offered by QFS, or a product or service using similar ideas, features or functions; or permit, assist or encourage any other person to do any of the foregoing in this section 2.(c) or to commit any act or omission that would be a breach of this Agreement if committed by Customer or an Authorized User. A restriction set out in this section 2.(c) does not apply if and to the extent, but only to the extent, that the restriction is prohibited by applicable law.

d. **Changes to QLUE:** QFS in its discretion may change QLUE from time to time to improve the functionality, operation, performance or results of QLUE, and to the extent practicable in the circumstances QFS will give Customer thirty (30) days' prior notice of any substantive change to QLUE that QFS reasonably believes might affect Customer's actual use of QLUE.

e. **Authorized Users**

   i. **General:** Customer will use QLUE only through one or more Authorized Users, each of whom is duly registered with QLUE to use QLUE on behalf of Customer. Customer will ensure that each Authorized User uses QLUE, QLUE Analytics, Third Party Data and Documentation only on behalf of Customer and strictly in accordance with the restrictions and requirements set out in this Agreement. Customer will designate one (1) or more Authorized Users (each an "**Administrator**") to administer the use of QLUE by other Authorized Users. The Order Form may limit the number of Authorized Users and Administrators who may be registered at any one time.

   ii. **End User Terms of Use:** Customer acknowledges that the registration process for Authorized Users will require each Authorized User to accept and agree to the *QLUE Authorized User Terms of Use*, as revised by QFS from time to time, which will then be provided at the time of login. Customer will ensure that each Authorized User complies with the *QLUE Authorized User Terms of Use*.

   iii. **Registration/Changes/Termination:** QLUE will provide online controls that an Administrator may use to authorize or terminate other Authorized Users' registration to use QLUE. Customer may submit a request (by email) to QFS requesting that QFS terminate an Administrator's registration to use QLUE. QFS, acting reasonably, may refuse to register an individual as an Authorized User, and may restrict, suspend or terminate (in whole or in part) any Authorized User's registration to use QLUE. Each Authorized User will be deemed an active Authorized User unless and until the Authorized User's registration to use QLUE is terminated by an Administrator or QFS in accordance with this Agreement.

   iv. **Credentials:** Each Authorized User will use valid and subsisting unique identifiers or other factors registered with or provided by QLUE (collectively "**Credentials**") to access and use QLUE. Credentials are specific to the Authorized User for whom they are registered or provided, and may not be shared with or transferred to any

other person. Customer will ensure that each Authorized User keeps the Authorized User's Credentials secure and confidential at all times, does not permit any other person to know or use the Authorized User's Credentials, and immediately notifies QFS if the Authorized User knows or suspects that the Authorized User's Credentials have become known to or used by any other person. Customer is fully responsible and liable for the security of all Credentials and all use and misuse of Credentials. QFS in its discretion may require Authorized Users to verify or change Credentials from time to time.

v. **Monitoring Use:** QLUE will monitor and record information about each Authorized User's registration for and use of QLUE, and QFS may use that information for system administration purposes and to provide Services to Customer and may disclose or make that information available to Customer and Customer's other personnel (including Administrators). Customer will ensure that each Authorized User consents to the collection, use, disclosure and retention of information regarding the Authorized User and the Authorized User's registration for and use of QLUE as set out in this section 2. (e)(v) and as otherwise permitted by applicable law.

vi. **Responsibility:** Customer is fully responsible and liable for all acts and omissions by or on behalf of each Authorized User and each Authorized User's use of QLUE, QLUE Analytics, Third Party Data and Documentation. Customer will ensure that each Authorized User fully complies with all of the requirements and restrictions set out or referenced in this Agreement and the Documentation regarding QLUE, QLUE Analytics, Third Party Data and Documentation.

3. **Queries, Third Party Data and QLUE Analytics**

a. **Queries:** QLUE will not log or store Customer's queries to QLUE ("**Queries**") except as specified by Customer using designated online controls provided by QLUE. QFS will respect the confidentiality of Queries and will not access or use Queries for any purpose except as necessary to provide Services.

b. **Third Party Data / QLUE Analytics**

i. **General:** Subject to section 3(b)(ii): Customer and Authorized Users will use QLUE Analytics and Third Party Data for the sole purpose of Customer's internal business purposes; and Customer and Authorized Users will not distribute or disclose (in any manner whatsoever) any QLUE Analytics or Third Party Data, in whole or in part, to any person except as required by applicable law.

ii. **Exception:** Customer may disclose QLUE Analytics to another person (a "**Data Recipient**") subject to the following restrictions and requirements: Customer is entitled to disclose QLUE Analytics to Law enforcement, State authorities and where required by law, statute, regulation or order of a court of competent jurisdiction; and Customer will not charge or receive any fee or other compensation from the Data Recipient or any other person for or in respect of the disclosed QLUE Analytics.

4. **Fees and Payment**

a. **Fees:** Customer will pay to QFS the fees and charges for the Subscription and other Services (collectively "**Fees**") set out or referenced in the Order Form. Unless the Order

Form expressly states otherwise, all Fees are payable in full in advance. The Fees shall remain the same for the initial Term as detailed in the Cover Page, however QFS may in its sole discretion change the Fees from time to time by giving the customer a ninety (90) days' notice before such change in Fees. By using QLUE after Fees has been changed by QFS, Customer signifies Customer's agreement to the changed Fees.

b. **Taxes:** Fees are exclusive of all applicable sales, use, value-added, property, excise, import, foreign, withholding and other governmental taxes, duties, charges, levies, fees, excises, tariffs and assessments of any nature and kind whatsoever now or hereafter imposed (collectively "**Taxes**"). Customer is solely responsible and liable for, and will pay and remit promptly, all Taxes (other than corporate income taxes payable by QFS) associated with, based on or due as a result of all amounts payable by Customer to QFS, and all related interest, penalties and expenses. Without limiting the generality of the foregoing in this section 4(b), Customer will pay to QFS all Taxes that QFS is required by law to collect from Customer or to pay for or on behalf of Customer to applicable Tax authorities.

c. **Invoices/Payments:** If Customer selects to pay Fees and Taxes by credit card or similar payment method, then QFS will charge Fees and Taxes to the credit card or payment method on the date when the Fees and Taxes are due and payable, and QFS will make available to Customer (by email) an applicable invoice or payment confirmation. In all other circumstances, QFS will issue to Customer an invoice for Fees and Taxes, which invoice is payable on receipt. Payment obligations are non-cancellable and advance payments are non-refundable, except as expressly set out in this Agreement. All Fees and applicable Taxes are payable in U.S. currency unless the Order Form expressly states otherwise. Customer is solely responsible for all fees and charges (including currency exchange fees and service fees) charged by Customer's payment service provider. Overdue payments are subject to interest at a rate of 1% for each month (12% per annum) or fraction thereof that the payment is overdue, or the highest rate permitted by applicable law, whichever is lower. Except to the extent required by applicable law, all amounts payable to QFS under this Agreement are payable in full without any deduction or withholding. In addition to the above, in the event that the Customer fails to make the said payments and Fees in accordance with this Agreement, within ten (10) days from the receipt of invoice QFS shall have the right to suspend the customer's account with immediate effect.

5. **Ownership/Proprietary Rights**

   a. **Services and Related Items:** Except for the limited licenses expressly set out in this Agreement: as between the Parties, QFS will at all times solely own and retain all rights, title and interests (including all intellectual property rights) throughout the world in, to and associated with all Services, QLUE Systems, Third Party Data and Documentation; and neither Customer nor any other person will acquire any right, title or interest in, to or associated with any Service (including QLUE), QLUE System, Third Party Data or Documentation.

   b. **Feedback:** If Customer or any of its Representatives gives to QFS or any of QFS's personnel any feedback (including ideas or suggestions for enhancements or improvements) about a Service (including QLUE), QLUE System, QLUE Analytics, Third Party Data or Documentation, then QFS and its licensors and their respective successors, assigns and licensees shall have the right to use and commercialize the feedback without providing any compensation to Customer or any other person, and QFS and its licensors

and their respective successors, assigns and licensees will at all times solely own and retain all rights, title and interests (including all intellectual property rights) throughout the world in, to and associated with all works created, enhanced or improved using or based on the feedback. For greater certainty, Customer and Authorized Users will not include in any feedback any information that is confidential or proprietary to Customer or any other person.

c. **QLUE Systems:** All QLUE Systems and related intellectual property rights (including copyright and patents) are protected throughout the world by international laws and treaties. Notwithstanding any other provision of this Agreement, and for greater certainty, under no circumstances will QFS be obligated to provide, nor will Customer or any other person be entitled to directly or indirectly receive, obtain, access or use, a copy of any of the software or other technologies that are part of any QLUE System or are otherwise used by or on behalf of QFS to provide any Service.

d. **Trademarks:** QLUE™, BLOCKCHAIN INTELLIGENCE GROUP™ and other related marks are registered or unregistered trademarks of QFS or its licensors. Customer does not have and will not acquire any license or right to use any of those trademarks.

e. **Reservation of Rights:** All rights not expressly granted by a Party under this Agreement are reserved to the Party.

6. **Other Matters**

a. **Additional Services:** QFS will perform the Additional Services expressly set out in the Order Form in accordance with this Agreement (including all applicable Additional Terms and Conditions).

b. **Legal Compliance:** Customer will comply, and will ensure that any and all use by or on behalf of Customer of any Service (including QLUE), QLUE Analytics, Third Party Data and Documentation complies, with all applicable laws, including all laws relating to data security, privacy, personal information protection, consumer protection, credit reporting and investigations.

c. **Customer's Representations/Warranties:** Customer represents and warrants to QFS that Customer has the right, power, capacity and authority to lawfully enter into this Agreement and lawfully perform Customer's obligations and exercise Customer's rights under this Agreement.

d. **Technical Requirements:** Customer is solely responsible and liable for obtaining, provisioning, configuring, maintaining, paying for, and protecting from loss and damage, all equipment (including compatible personal computers and mobile computing devices), software (including compatible browser software) and services (including internet access) necessary for the use of Services (including transmission of data to and from QLUE and related QLUE Systems) by or on behalf of Customer and Authorized Users.

e. **Subcontractors/Service Providers:** QFS in its discretion may engage subcontractors and service providers (including providers of infrastructure or data centre services) to assist QFS to perform Services, provided that QFS will remain fully responsible and liable for all Services and the performance of all of QFS's obligations under this Agreement.

f. **Notifications:** Customer will promptly notify QFS if Customer or any Authorized User: knows of or suspects any unauthorized access to or use of QLUE, QLUE Analytics, Third Party Data or Documentation; or becomes aware of a complaint, claim or allegation by any other person arising from, connected with or relating to QLUE, QLUE Analytics, Third Party Data or Documentation or the use of QLUE, QLUE Analytics, Third Party Data or

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Documentation by or on behalf of Customer, and on request by QFS Customer will cooperate with and assist QFS to investigate and respond to the complaint, claim or allegation (as applicable).

g. **Records/Compliance:** Customer will keep current and complete records of Customer's use of QLUE and QLUE Analytics. On request by QFS, Customer will deliver to QFS a certificate of compliance signed by Customer's authorized representative certifying that Customer has fully complied with this Agreement regarding Customer's use of QLUE and QLUE Analytics.

7. **Indemnities**

   a. **Indemnity by Customer**

      i. **Defence and Indemnity:** Customer will defend, indemnify and hold harmless QFS and Representatives from and against any and all claims, complaints, demands, investigations, actions, suits and proceedings by any third party (each a "**Third Party Claim/Proceeding**") and all resulting liabilities and obligations (including damages, administrative monetary penalties, financial sanctions, settlement payments, expenses and costs, including lawyer's fees) arising from, connected with or relating to: the use by or on behalf of Customer or an Authorized User of any Service (including QLUE), QLUE Analytics, Third Party Data or Documentation; or any negligence, misconduct or breach of this Agreement, or any actual or alleged violation of any applicable law or infringement of any rights, by or on behalf of Customer or any other person for whom Customer is responsible under this Agreement or at law; except that the foregoing in this section 7(a) (i) does not apply to an IP Infringement Lawsuit or an IP Infringement Judgment for which QFS is obligated to defend or indemnify Customer pursuant to section 7(b).

      ii. **Procedure:** If QFS requests that Customer defend and indemnify QFS or any of its Representatives in respect of a Third Party Claim/Proceeding pursuant to section 7 (a) (i), then QFS will: give Customer prompt notice of the Third Party Claim/Proceeding (provided that a failure to give prompt notice will only relieve Customer of Customer's obligations under section 7 (a)(i) if the failure to give prompt notice has caused, or is likely to cause, prejudice to Customer); permit Customer to control the defence and settlement of the Third Party Claim/Proceeding, provided that Customer will not settle the Third Party Claim/Proceeding without QFS's express, prior written consent, which consent will not be unreasonably withheld or delayed; agree that the same legal counsel may jointly represent QFS, Customer and all other defendants in the Third Party Claim/Proceeding; and on written request by Customer, reasonably cooperate with and assist Customer regarding the defence and settlement of the Third Party Claim/Proceeding. QFS and its Representatives retain the right to participate (with counsel of their own selection at their sole cost and expense) in the defense of and settlement negotiations relating to any Third Party Claim/Proceeding.

      iii. Customer's liability is limited, however, to the limits set forth in Florida Statute §768.28 in force at the time this Agreement was entered into by the parties. Nothing in this Agreement is intended to waive the sovereign immunity protections provided to Customer pursuant to Florida law.

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b. **IP Infringement Indemnity by QFS**

i. **Definitions:** In this Agreement: "**IP Infringement Lawsuit**" means a lawsuit brought against Customer and its Representatives by any third party in a court of competent jurisdiction in a Protected Jurisdiction that is based solely on an allegation that Customer's use of QLUE in accordance with this Agreement infringes or misappropriates a copyright or trademark under the laws of the Protected Jurisdiction; "**IP Infringement Judgment**" means a final judgment against Customer or its Representatives in favour of a third party issued in an IP Infringement Lawsuit to the extent that the judgment is based on a finding that Customer's use of QLUE in accordance with this Agreement infringes or misappropriates a copyright or trademark under the laws of a Protected Jurisdiction; and "**Protected Jurisdiction**" means Canada, the United States of America, Japan and any state that is a member of the European Union.

ii. **Defence and Indemnity:** Subject to section 7.(b)(iv), on request by Customer QFS will defend Customer and its Representatives against an IP Infringement Lawsuit and indemnify Customer and its Representatives against a resulting IP Infringement Judgment, provided that Customer and its Representatives: give QFS prompt notice of the IP Infringement Lawsuit and any related demand (provided that a failure to give prompt notice will only relieve QFS of QFS's obligations under this section 7(b)(ii) if the failure to give prompt notice has caused, or is likely to cause, prejudice to QFS); permit QFS to control the defence and settlement of the IP Infringement Lawsuit and any related demand, provided that QFS will not settle the IP Infringement Lawsuit or a related demand in a way that imposes any obligation on Customer or its Representatives without Customer's express, prior written consent, which consent will not be unreasonably withheld or delayed; agrees that the same legal counsel may jointly represent Customer and its Representatives, QFS and all other defendants in the IP Infringement Lawsuit; and on written request by QFS, reasonably cooperate with and assist QFS regarding the defence and settlement of the IP Infringement Lawsuit and any related demand. Customer and its Representatives retain the right to participate (with counsel of their own selection at their sole cost and expense) in the defense of and settlement negotiations relating to an IP Infringement Lawsuit.

iii. **Additional Remedies:** Subject to section 7(b)(iv), if an IP Infringement Judgment prohibits Customer from continued use of QLUE in accordance with this Agreement, or if at any time QFS reasonably believes that QLUE is likely to become the subject of an IP Infringement Judgment, then QFS in its discretion will either: obtain for Customer the right to continue to use QLUE in accordance with this Agreement; modify QLUE to make it non-infringing; or terminate the Subscription and promptly refund to Customer the unused prorated portion of all Fees paid in advance by Customer for the terminated Subscription.

iv. **Limitation:** Notwithstanding any other provision of this Agreement, in no event and under no circumstances will the total aggregate amount of QFS's obligations and liabilities pursuant to this section 7(b)(including all legal fees paid by QFS to defend against IP Infringement Lawsuits and all amounts paid by QFS to settle IP Infringement Lawsuits or related demands or to satisfy any obligations or liabilities resulting from IP Infringement Judgments) ever exceed the sum of $250,000.

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    v.   **Exclusivity:** This section 7(b)(v) states Customer's sole remedies, and QFS's sole obligations and liabilities, for any and all claims, complaints, demands, investigations, actions, suits and proceedings arising from, connected with, or relating to any actual or alleged infringement or misappropriation of any rights (including any intellectual property right) of any third party.

8. **Limited Warranty and Disclaimers**

   a. **Limited Warranty and Remedies:** Subject to sections 8.(b) and 8.(c), QFS warrants that QLUE will operate and perform in substantial conformity with the applicable Documentation under normal use and circumstances. The foregoing warranty will not apply to any nonconformity caused by any of the following: use of QLUE in a manner inconsistent with the applicable Documentation or QFS's express, written instructions; Customer's breach of this Agreement; or (iii) any other matter beyond QFS's reasonable control.

   b. **General Disclaimer:** To the maximum extent permitted by applicable law, and except for the representations and warranties expressly set out in this Agreement, Services, QLUE Analytics, Third Party Data and Documentation are provided "AS IS", "as available" and "with all faults", and without any representations, warranties, conditions or guarantees of any nature or kind whatsoever, whether express, implied or statutory, or arising from custom or trade usage or by any course of dealing or course of performance (including any representations, warranties, conditions or guarantees of or relating to accuracy, completeness, correctness, durability, fitness for a particular purpose, merchantability, non-infringement, performance, quality, results, suitability, timeliness or title), all of which are hereby disclaimed by QFS to the fullest extent permitted by applicable law.

   c. **Specific Acknowledgements and Disclaimers:** Without limiting section 8(b) and notwithstanding any other provision of this Agreement:

      i. **Acknowledgement:** Customer acknowledges that: (1) QLUE's automated assessment of risks regarding a specific cryptocurrency wallet is not an exact science, uses a finite set of evolving rules and is based on Third Party Data available to QLUE at the relevant time, and cannot identify or comprehensively assess or predict all possible risks; and (2) QLUE Analytics are based on the processing of Third Party Data using automated technologies and analytical algorithms that may result in the inaccurate or otherwise erroneous results. Customer uses QLUE and QLUE Analytics at Customer's own risk.

     ii. **Third Party Data and Analytics:** Customer acknowledges that the functionality, operation, performance and results of QLUE and QLUE Analytics will depend on the timely receipt by QFS of accurate Third Party Data from various sources independent from QFS, and QFS does not verify the accuracy, currency or completeness of Third Party Data. Customer acknowledges that Third Party Data might not be accurate, current or complete, and that as a result QLUE Analytics might not be accurate or correct. QFS is not responsible or liable for any Third Party Data or any delay or deficiency in QLUE or QLUE Analytics or any breach of this Agreement caused by any delay or failure by any third party to provide accurate, current and complete Third Party Data to QFS. QFS does not make or give, and disclaims to fullest extent permitted by law, any representation, warranty, condition or guarantee of any nature or kind whatsoever, whether express, implied or statutory, or arising from custom or trade usage or by any course of dealing or

course of performance, regarding Third Party Data or QLUE Analytics (including the accuracy or predictive value of QLUE Analytics). QFS will not be responsible or liable to Customer or any other person for any damage, loss or liability arising from, connected with or relating to the use of Third Party Data or QLUE Analytics.

iii. **Technology and Security:** Customer acknowledges that Services might be affected by circumstances beyond QFS's control, might not be continuous, uninterrupted or secure, and are subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Customer acknowledges that QFS is not responsible or liable for any delays, failures or any damage, loss or liability resulting from any of those problems. QFS is not responsible or liable for any unauthorized access to, or use, alteration, theft or destruction of, the QLUE System or any data stored or processed in a QLUE System, whether through accident, fraudulent means or devices, or any other method.

iv. **No Professional Advice:** Customer agrees and acknowledges that Services, QLUE Analytics, Third Party Data and Documentation DO NOT constitute or include any kind of professional advice, including any legal, financial, investment, accounting or tax advice.

v. **Authorized User Misconduct/Credentials:** Customer accepts and assumes all risk of damage, loss and liability resulting from any unauthorized of any Service (including QLUE), QLUE Analytics, Third Party Data or Documentation by any Authorized User or the unauthorized use or disclosure of Credentials. QFS is not required to verify the actual identity or authority of any person using Credentials, and QFS may act on any communication that is given with the use of Credentials.

9. **Liability Exclusions/Limitations**

   a. **Exclusions/Limitations:** Notwithstanding any other provision of this Agreement except section 9 (b), and to the maximum extent permitted by applicable law:

      i. **Exclusions:** the liability (if any) of each Party and its Representatives to the other Party and its Representatives arising from, connected with or relating to this Agreement, the subject matter of this Agreement (including QLUE and QLUE Analytics) and the resulting relationship between the Parties is limited to direct damages suffered by the other Party only, and in no event and under no circumstances will either Party or any of its Representatives be liable to the other Party or any of its Representatives for any indirect, incidental, consequential, special, punitive or exemplary loss or damage of any nature or kind whatsoever or for any loss of data, loss of information, loss of business, loss of markets, loss of savings, loss of income, loss of profits, loss of use, loss of production or loss of goodwill, anticipated or otherwise;

      ii. **Limitations:** without limiting section 9(a)(i), in no event and under no circumstances will the total aggregate liability of either Party and its Representatives to the other Party and its Representatives arising from, connected with or relating to this Agreement, the subject matter of this Agreement (including QLUE and QLUE Analytics) and the resulting relationship between the Parties ever exceed the lesser of $500,000 or the total amount of Fees actually paid by Customer to QFS for the

Subscription during the twelve (12) months immediately before the date on which the liability arose; and

iii. **Application:** for greater certainty, this section 9 (a) applies to liability under any theory (including contract, tort, strict liability and statutory liability), regardless of any negligence or other fault or wrongdoing (including fundamental breach or gross negligence) by the liable Party or any of its Representatives, even if other remedies are not available or do not adequately compensate for the loss or damage, even if the liable Party knows or ought to have known of the possibility of the loss or damage being incurred, and regardless of whether or not the loss or damage was foreseeable.

b. **Exceptions:** Section 9.(a) does not apply to any of the following: the obligations set out in section 7 or a breach of those obligations; liability for breach of section 2(c); liability for infringement or misappropriation of a Party's intellectual property rights; and liability for fraud or for misconduct that is willful and intended to cause harm to the other Party or its Representatives.

c. **Acknowledgement:** The allocation of risk set out in this Agreement is an essential part of the bargain between the Parties, a controlling factor in setting the amount of Fees, and an inducement to the Parties to enter into this Agreement.

10. **Term and Termination**

a. **Term:** The term of this Agreement will commence on the start date of the Subscription (as specified in the Order Form) and will continue in full force and effect until the Subscription ends or is cancelled or terminated in accordance with this Agreement. If not sooner terminated, this Agreement shall renew at the end of the initial Term upon written agreement between the parties

b. **Termination:** Notwithstanding any other provision of this Agreement, QFS may terminate the Subscription and this Agreement: (i) for cause effective immediately on delivery of a termination notice to the Customer if the Customer breaches this Agreement and has not remedied the breach within thirty (30) days after receipt of a default notice from QFS identifying the breach and stating QFS's intention to terminate the Subscription and this Agreement if the breach is not remedied within a thirty (30) day cure period. (ii) without cause by giving thirty (30) days prior written notice to the other party.

c. **Discontinuation:** Notwithstanding any other provision of this Agreement, QFS in its discretion may terminate the Subscription at any time effective immediately on notice of termination to Customer if either: QFS reasonably determines that continued provision of any or all aspects of QLUE or any QLUE Analytics or Third Party Data becomes impossible, impracticable or undesirable due to a change in applicable laws or if required Third Party Data is no longer reasonably available; or QFS in its discretion decides to cease making QLUE generally commercially available. On termination of a Subscription pursuant to this section 10(c), QFS will refund to Customer the unused prorated portion of all Fees paid in advance by Customer for the terminated Subscription.

d. **Consequences of Expiration/Termination:** If this Agreement expires or is terminated for any reason: the Subscription will terminate immediately and automatically, without notice to Customer, Customer will no longer be entitled to access or use any Service or Documentation, and each Party will comply with the Party's obligations set out in this Agreement arising on termination of this Agreement; each Party will remain fully responsible and liable for all of the Party's obligations and liabilities arising before the

expiration or termination of this Agreement; and Customer will promptly pay all amounts due and owing under this Agreement.

e. **Suspension of QLUE**

   i. **Suspension:** QFS may suspend provision of QLUE immediately on notice to Customer if any of the following events (each a "**Suspension Event**") occurs: Suspension event described under clause 4 (c); Customer breaches this Agreement and fails to cure the breach within fourteen (14) days after Customer's receipt of notice of the breach from QFS; QFS's right or license to lawfully use any infrastructure, technologies, services or data (including Third Party Data) provided by or obtained from any third party required for provision of QLUE is disputed, suspended or terminated for any reason; QFS reasonably believes that the integrity, functionality, operation, performance, results, reliability or security of QLUE or any related QLUE System or any related data may have been damaged, disrupted, compromised or degraded, or to prevent a risk of damage, disruption, compromise or degradation to the integrity, functionality, operation, performance, results, reliability or security of QLUE or any related QLUE System or any related data; or QFS reasonably believes that the suspension of QLUE is required by applicable law or is reasonably necessary to prevent or mitigate an imminent risk of harm, loss, damage or liability. To the extent reasonably practicable, QFS will give Customer reasonable prior notice of a suspension of QLUE pursuant to this section 10(e)(i). QFS's suspension of QLUE due to the occurrence of a Suspension Event pursuant to this section 10(e)(i) will not be a breach of this Agreement by QFS or give rise to any liability by QFS to Customer or any other person.

   ii. **Resolution/Reinstatement:** If QFS suspends provision of QLUE due to the occurrence of a Suspension Event pursuant to section 10(e)(i), then: the Parties will reasonably cooperate and assist each other to resolve the Suspension Event (if practicable); and QFS will reinstate provision of QLUE promptly after the Suspension Event is resolved to QFS's reasonable satisfaction.

f. **Survival:** Notwithstanding any other provision of this Agreement, each of sections 2.(c), 2.(f)(v), 3(b)2, 4, 5, 7,8.(b), 8.(c), 9, 10(d), 10(e) and 11 of these Terms of Service, and all other provisions of this Agreement necessary to the interpretation or enforcement of those sections, will survive the expiration or termination of this Agreement and will remain in full force and effect and be binding on the Parties as applicable.

11. **General**

a. **Publicity:** QFS may include Customer's name in any published (including on QFS's website) list or directory of QFS's customers.

b. **Notices:** Unless this Agreement expressly state otherwise: QFS may deliver invoices, payment confirmations and notices to Customer by email, facsimile or courier delivery to Customer's addresses set out on the Order Form or by message notified to any Administrator while using QLUE; and Customer will give all notices to QFS under this Agreement in writing delivered to QFS by email to legalnotices@blockchaingroup.io.

c. **Governing Law:** This Agreement and the subject matter of this Agreement and all related matters will be governed by, and construed and interpreted solely in accordance with, the laws of the State of Florida and applicable federal laws of the United States, excluding any laws that implement the United Nations Convention on Contracts for the International Sale

of Goods, the Uniform Commercial Code or the Uniform Computer Information Transactions Act, and excluding any rules of private international law or the conflict of laws that would lead to the application of any other laws.

d. **Disputes**

i. **Disputes:** All disputes, controversies and claims between the Parties arising under, out of, in connection with, or in relation to this Agreement (each a "**Dispute**") will be resolved in accordance with this section 11.(d) unless the Parties expressly agree in writing otherwise.

ii. **Negotiation:** If there is a Dispute, then either Party may give a notice (a "**Dispute Notice**") to the other Party requiring the Parties to attempt to resolve the Dispute through negotiation, and the Parties will then cause their respective authorized senior representatives to meet (by conference call or in person) on a mutually acceptable date and time within seven (7) days after the date on which the Dispute Notice is delivered to discuss and attempt to resolve the Dispute. If a Dispute is not fully and finally resolved within fifteen (15) days after the date on which the Dispute Notice is delivered, then either Party may refer the Dispute to arbitration pursuant to section 11.(d)(iii). All communications (oral and written) made in the course of negotiations regarding a Dispute pursuant to this section 11.(d)(ii) will be deemed "without prejudice" and will not be admissible into evidence in arbitration or any other legal proceeding unless the communication is in writing and is expressly identified as being made "with prejudice**".**

iii. **Arbitration:** Subject to section 11.(d)(iv), a Dispute that is not resolved by the Parties pursuant to section 11.(d)(ii) will be referred to and finally resolved by confidential binding arbitration administered by ICDR Canada in accordance with its Canadian Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Marion County, Florida. The language of the arbitration will be the English language. Any award rendered in an arbitration is final and binding, and judgment on the award may be entered in any court having jurisdiction for the enforcement of the award.

iv. **Litigation:** Notwithstanding sections 11.(d)(ii) and 11.(d)(iii), either Party may seek preliminary or temporary injunctive relief and other remedies from the United States District Court in Marion County, Florida to avoid irreparable harm or to preserve the status quo, and the Parties hereby irrevocably submit and attorn to the original and exclusive jurisdiction of that court in respect of all of those matters and any other matter that is not properly subject to arbitration pursuant to section 11.4(c). Each Party irrevocably waives all rights to trial by jury.

e. **U.S. Government:** If Customer is a branch or agency of the United States Government, then this section 11.5 applies. Services and Documentation are "Commercial Items", as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through §227.7202-4, as applicable, Services and Documentation are made available to U.S. Government agencies and end users with only the rights granted to other end users, according to the terms and conditions set out and referenced in this Agreement. Contractor/manufacturer is QLUE Forensic Systems Inc., Suite 220 – 1130 West Pender St., Vancouver, British Columbia, Canada, V6E 4A4.

f.   **Interpretation:** In this Agreement: a reference to "**this Agreement**" refers to this Agreement as a whole, and not just to the particular provision in which those words appear; headings are for reference only; words importing the singular number only include the plural, and vice versa; reference to a day, month, quarter or year means a calendar day, calendar month, calendar quarter or calendar year, unless expressly stated otherwise; a reference to currency is to the lawful money of the United States of America, unless expressly stated otherwise; "**discretion**" means a person's sole, absolute and unfettered discretion; "**including**" or "**includes**" means including or includes (as applicable) without limitation or restriction; "**in writing**" or similar terms includes email, unless expressly stated otherwise; "**law**" includes common law, equity, statutes and regulations, and a reference to a specific statute includes all regulations made under the statute and all amendments to, or replacements of, the statute or any regulation made under the statute in force from time to time; and "**person**" includes an individual (natural person), corporation, partnership, joint venture, association, trust, unincorporated organization, society and any other legal entity.

g.   **Force Majeure:** Notwithstanding any other provision of this Agreement, QFS will not be liable for any delay in performing or failure to perform any of QFS's obligations under this Agreement to the extent performance is delayed or prevented due to a cause or circumstance that is beyond QFS's reasonable control, any delay or failure of that kind will be deemed not a breach of this Agreement by QFS and the time for QFS's performance of the affected obligation will be extended by a period that is reasonable in the circumstances.

h.   **Miscellaneous:** The Parties are non-exclusive, independent contracting parties, and nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment or other similar relationship between the Parties. This Agreement is binding on and will enure to the benefit of the Parties and their respective successors and permitted assigns. Customer may not assign this Agreement without QFS's express, prior written consent. QFS in its discretion may assign this Agreement. If any provision of this Agreement is held by a court or arbitrator to be invalid or unenforceable for any reason, then the provision will be deemed severed from this Agreement and the remaining provisions will continue in full force and effect without being impaired or invalidated in any way, unless as a result of the severance this Agreement would fail in its essential purpose. If QFS's consent or approval is required under this Agreement, then QFS in its discretion may withhold the consent or approval unless this Agreement expressly specifies otherwise. No consent or waiver by QFS to or of a breach of this Agreement by Customer will be effective unless in writing and signed by QFS. Except as expressly set out in this Agreement, QFS's rights and remedies under this Agreement are cumulative and not exclusive of any other rights or remedies to which QFS may be entitled under this Agreement or at law, and QFS is entitled to pursue all of its rights and remedies concurrently, consecutively and alternatively. The Parties have expressly requested and required that this Agreement and all related documents be written in the English language. Les parties conviennent et exigent expressément que ce Contrat et tous les documents qui s'y rapportent soient rédigés en Anglais. If a document relating to this Agreement requires the signature of both Parties, then the document may be signed and delivered (including by facsimile transmission or by email in PDF or similar secure format) in counterparts, and each signed and delivered counterpart will be deemed an original, and both counterparts will together constitute one and the same document.

i.   **Entire Agreement:** This Agreement sets out the complete agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all previous

communications, representations, negotiations, discussions, agreements or understandings, whether oral or written, with respect to the subject matter of this Agreement. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties regarding the subject matter of this Agreement other than as expressly set out or referenced in this Agreement. This Agreement may not be amended except by a written document that expressly states that it is an amendment to this Agreement and that is signed by both Parties or their respective successors or permitted assigns. Purchase orders and other documents issued by Customer and accepted by QFS in connection with this Agreement are for administrative convenience only, and the terms and conditions contained in those documents are of no force or effect and do not in any way amend this Agreement. Notwithstanding the foregoing in this section 11(i), this Agreement is in addition to and supplements any written non-disclosure agreement or written confidentiality agreement signed by the Parties on or before the effective date of this Agreement.

Certificate Of Completion

Envelope Id: 9704EB16-32D8-46E4-9C98-111DDE51E4BF
Subject: SIGNATURE - QLue Forensics System (OPD 250524)
Source Envelope:
Document Pages: 17   Signatures: 2
Certificate Pages: 2   Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
    4/1/2025 1:15:19 PM
	Holder: Patricia Lewis
	    plewis@ocalafl.org
		Location: DocuSign

Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Status: Original
    4/2/2025 10:38:41 AM
	Holder: Porsha Ullrich
	    pullrich@ocalafl.gov
		Location: DocuSign

Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Signer Events	Signature	Timestamp
William E. Sexton, Esq. wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	*Signed by:* William E. Sexton, Esq. B07DCFC4E86E429... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/1/2025 1:19:14 PM Viewed: 4/3/2025 10:03:20 AM Signed: 4/3/2025 10:25:50 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Peter Lee plee@ocalafl.org City Manager City of Ocala Security Level: Email, Account Authentication (None)	*DocuSigned by:* Peter Lee 5BB28E162F2E4C2... Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	Sent: 4/3/2025 10:25:52 AM Viewed: 4/7/2025 10:33:34 AM Signed: 4/7/2025 10:33:57 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Patricia Lewis plewis@ocalafl.org Senior Contract Specialist City of Ocala Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**COPIED**	Sent: 4/2/2025 10:38:42 AM Resent: 4/3/2025 10:25:52 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/1/2025 1:19:15 PM
Certified Delivered	Security Checked	4/7/2025 10:33:34 AM
Signing Complete	Security Checked	4/7/2025 10:33:57 AM
Completed	Security Checked	4/7/2025 10:33:57 AM

Payment Events	Status	Timestamps