

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

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	:	
In re	:	Chapter 11
	:	
Kologik, LLC, et al.,¹	:	Case No. 24-10311
	:	
Debtors.	:	(Joint Administration Requested)
	:	
-----	X	

**DEBTORS' WITNESS AND EXHIBIT LIST FOR HEARING
SCHEDULED FOR APRIL 25, 2024 AT 11:00 AM (CST)**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) file their *Witness and Exhibit List* (the “Exhibit and Witness List”) for the hearing to be held on **April 25, 2024 at 11:00 a.m.** (prevailing central time) (the “Hearing”) as follows:

WITNESSES

The Debtors may call the following witnesses at the Hearing

1. Paul San Soucie, Chief Executive Officer of the Debtors;
2. Kim Thayer, Chief Financial Officer and Chief Restructuring Officer of the Debtors;
3. Heidi Lipton, Founding Partner of Rock Creek Advisors;
4. Any witness listed or called by any other party;
5. Rebuttal witnesses as necessary; and

¹ The debtors and debtors in possession these chapter 11 cases (the “Chapter 11 Cases”), along with the last four digits of their respective Employer Identification Numbers, are as follows: Kologik, LLC (3729); Kologik Capital, LLC (3729); and Kologik Capital II, LLC (3729). The Debtors’ mailing address is: 300 Main St., Ste. #2200, Baton Rouge, LA, 70801.

6. Any part necessary to authenticate an exhibit.

EXHIBITS

Exhibit	Description	Offered	Objection	Admission	Disposition
A.	Declaration of Paul San Soucie in Support of First Day Motions (P-17)				
B.	Declaration of Heidi Lipton in Support of Bidding Protections Motion and Sale Motion [including Exhibits A -G thereto] (P-18)				
C.	Bank Account Schedule (P-6-3)				
D.	Budget (P-8-2)				
E.	Financing Statement Detail (P-8-3)				
F.	Utility Services Schedule (P-9-3)				
G.	Insider Compensation Declarations (P-10-3)				
H.	Critical Vendor Schedule (P-11-3)				
I.	Declaration of Louis M. Phillips in Support of KH Employment Application (P-12-3)				
J.	Declaration of Heidi Lipton in Support of Rock Creek Employment Application (P-13-3)				
K.	Asset Purchase Agreement (P-14-2)				
L.	Assigned Agreement Schedule (P-14-3)				
M.	Assumption/Assignment Notice (P-14-4)				
	Any document or pleading filed in the Chapter 11 Cases				

	Any exhibit necessary for impeachment and/or rebuttal purposes				
	Any exhibit identified or offered by any other party				

RESERVATION

The Reorganized Debtors reserve the rights to supplement or amend this Exhibit and Witness List at any time prior to the Hearing.

Dated: April 24, 2024.

Respectfully submitted,

KELLY HART PITRE

/s/ Amelia L. Hurt

Louis M. Phillips (#10505)

One American Place

301 Main Street, Suite 1600

Baton Rouge, LA 70801-1916

Telephone: (225) 381-9643

Facsimile: (225) 336-9763

Email: louis.phillips@kellyhart.com

and

Erin K. Arnold (LA #29069)

Amelia L. Hurt (LA #36817)

400 Poydras Street, Suite 1812

New Orleans, LA 70130

Telephone: (504) 522-1812

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Email: erin.arnold@kellyhart.com

Email: amelia.hurt@kellyhart.com

Proposed Counsel for the Debtors

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

	X	
	:	
In re	:	Chapter 11
	:	
Kologik, LLC,	:	Case No. 24-10311
	:	
Debtors	:	(Joint Administration Requested)
	:	
	X	

	X	
	:	
In re	:	Chapter 11
	:	
Kologik Capital, LLC,	:	Case No. 24-10312
	:	
Debtor.	:	(Joint Administration Requested)
	:	
	X	

	X	
	:	
In re	:	Chapter 11
	:	
Kologik Capital II, LLC,	:	Case No. 24-10313
	:	
Debtor	:	(Joint Administration Requested)
	:	
	X	

**DECLARATION OF PAUL SAN SOUCIE
CHIEF EXECUTIVE OFFICERS OF THE DEBTORS, IN SUPPORT OF THE
CHAPTER 11 PETITIONS AND FIRST-DAY MOTIONS**

**Pursuant to 28 U.S.C. § 1746, I, PAUL SAN SOUCIE, hereby submit this declaration
(the “Declaration”) under penalty of perjury:**

1. I am the Chief Executive Officer of the above-captioned debtors in possession (the

“Debtors”). In such capacity, I am familiar with the Debtors’ day-to-day operations, businesses and financial affairs, and books and records and have served as the Manager of Kologik LLC (“Kologik LLC”) since 2023.

2. Kologik LLC is a Louisiana limited liability company. Kologik Capital, LLC is a Louisiana limited liability company (“Capital”). Kologik Capital II, LLC is a Louisiana limited liability company (“Capital II”), together with Kologik LLC and Capital, (“Kologik”).

3. Kologik is the sole member and manager of Capital and sole member and manager of Capital II. The Debtors are therefore affiliates of one another.

4. Kologik previously operated as Thinkstream Acquisition, LLC but changed its name in February 2018.

5. The Debtors all operate together as Kologik as set forth herein, with Kologik LLC generally being the entity that holds property and has employees, unless otherwise noted herein.

6. Unless otherwise stated, the factual recitations set forth in this Declaration are based upon my personal knowledge as an officer of the Debtors, my review of relevant documentation, market data and financial information of the Debtors, information provided to me by employees and professional advisors retained by the Debtors, and, finally, my own experience gained during the years I have been employed by and working on behalf of the Debtors. My opinions set forth herein are based upon my knowledge and information from the sources referred to above and my knowledge of the industry and marketplace that I have gleaned over the course of my career in this industry.

7. Unless otherwise indicated, the financial information set forth in this Declaration is unaudited.

8. On the date hereof (the “Petition Date”), each of the Debtors filed a voluntary

petition with the Court for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”). To minimize the adverse effects of filing for chapter 11 protection and facilitate a prudent chapter 11 process that preserves value, the Debtors have filed a number of pleadings requesting various kinds of “first day” relief (collectively, the “First Day Motions”) concurrently with the filing of this Declaration.

9. I am familiar with the contents of each First Day Motion (including the exhibits and other attachments to such motions) and, to the best of my knowledge, after reasonable inquiry, believe the relief sought in each First Day Motion: (a) is necessary to enable the Debtors to operate in chapter 11 with minimal disruption; (b) is critical to the Debtors’ efforts to preserve value and close the proposed sale of assets; and (c) best serves the Debtors’ estates and creditors’ interests. Further, it is my belief that the relief sought in the First Day Motions is narrowly tailored and necessary to achieve the goals of these Chapter 11 Cases.

10. I submit this Declaration to explain, among other things, to this Court and other interested parties, the circumstances surrounding the Debtors’ determination to seek relief under chapter 11 of the Bankruptcy Code. I am authorized to submit this Declaration on behalf of the Debtors, and, if called upon to testify, I could and would testify competently to the facts set forth herein.

Business Operations

11. The Debtors are headquartered in Baton Rouge, Louisiana.

12. Kologik is a software as service company that develops, acquires, and services software that connects law enforcement departments to the information they need to keep officers and communities safe by making it possible for multiple sources of intelligence to effectively speak to one another. Kologik’s suite of public safety applications include Computer Aided

Dispatch (CAD), Records Management (RMS), Jail Management (JMS), COPsync, Electronic Arrest Affidavit, Computerized Criminal History (CCH), and school safety.

A. Key Products and Customers

13. Specifically, Kologik's key products are

A-Form Kiosk	Florida Arrest Affidavit
A-Form Management Application	KLMobileServer
ALEM IM/MASC	Kologik CAD
ALLEN AVL	Kologik Director
ALLEN CAD	Kologik Gateway
ALLEN Court	Kologik Integrator
ALLEN eTicket	Kologik JMS
ALLEN Nlets	Kologik JMS - Jail Roster
ALLEN Payment Portal	Kologik WebMDT
ALLEN RMS	Kologik.CommSysServer
ALLEN-IDENTITY	Kologik.Integrations
Automated Arrest Form	Kologik.IntegrationsApi
AVL History	Kologik.NIBRS
CampusSafe	LEMS
Computerized Criminal History	Lineup
COPsync (Infoceptor)	Placer Search
COPsync Lite	SIMS-ADMIN
COPsync TX	SIMS-SERVER
CourtSync	Template Admin
Dataonix Portal	TLETS
Dispatch Deluxe	WarrantSync

14. Of note, in November 2017, Capital purchased certain assets, particularly the "CopSync Assets" through that certain bankruptcy case, *In re Copync, Inc.*, Case No. 17-1265 (Bankr. E.D. La. 2017) [the *Order Approving Sale*, Dkt. No. 125, later modified].

15. In connection with its key products, Kologik holds numerous pieces of registered intellectual property including patents, trademarks, copyrights, domain names (the "Intellectual Property"). A full listing of the Debtors' Intellectual Property will be submitted with its schedules and statements of financial affairs but these are integral assets to the Debtors' business.

16. Kologik has contracts for the use of its products with various law enforcement and public agencies throughout the country (the “Customers”). As of the Petition Date, the Debtors’ key customers include:

Baton Rouge Police Department (LA)	Bosque County Sheriff's Office (TX)
Caldwell County	Caldwell County Sheriff's Office (TX)
Caldwell County Sheriff's Office (TX)	Calhoun County Sheriff's Department (FL)
Cameron Police Department (TX)	Fort Stockton Police Department (TX)
Frio County Sheriff's Office (TX)	GCOM Software LLC (NY)
GCOM Software LLC (NY)	Hamilton County Sheriff's Office (TX)
Hammond Police Department (LA)	Hardeman County Sheriff's Department (TX)
Jack County Sheriff's Office (TX)	Jackson Police Department (MS)
Jackson Police Department (MS)	La Salle County Sheriff's Office (TX)
Louisiana Department of Public Safety (LA)	Magnolia Police Department (TX)
Magnolia Police Department (TX)	Miami-Dade County (FL)
Midland ISD Police Department (TX)	Minden Police Department (LA)
Placer County Procurement (CA)	Ponchatoula Police Department (LA)
Premont Police Department (TX)	Rains County Sheriff's Office (TX)
Rains County Sheriff's Office (TX)	Robstown Police Department (TX)
San Luis Obispo County Sheriff's Office (CA)	Schleicher County Sheriff's Office (TX)
Shreveport Police Department (LA)	Smith County Sheriff's Office (TX)
Surfside Beach Police Department (TX)	Tool Police Department (TX)
Tulia Police Department (TX)	Upton County Sheriff's Office (TX)

Westlake Police Department (LA)	Winnsboro Police Department (TX)

17. The Debtors have ongoing contracts with the Customers (the “Customer Contracts”) and as of the Petition Date, there are material performance owed by Kologik and the applicable Customer owing under the Customer Contracts. As such, upon consultation with counsel, I have determined that the Customer Contracts are executory in nature under section 365 of the Bankruptcy Code.

18. A complete listing of Customer Contracts is set forth in the “Assigned Agreement Schedule” which is **Exhibit B** to the *Emergency Motion for Entry of an Order (I) the Bid Protections Contained in Asset Purchase Agreement Between the Debtors As Seller and Kologik Acquisition, Inc.; (II) Approving the Assumption/Assignment Procedures; and (III) Granting Related Relief* (the “Bidding Protections Motion”).

B. Organization

19. Kologik LLC is the operating entity of the Kologik structure. Kologik LLC is run by a board of members (the “Kologik Board”). The Kologik Board consists of: Walter Morales, Chairman; James Hayes, Secretary; and Paul San Soucie, CEO and Board Member.

20. Under the Kologik operating agreement, a vote of a majority percentage of Class B membership interests in Kologik is necessary to authorize a bankruptcy filing and/or sale of all or substantially all of the assets of Kologik. Kologik as the sole member of Capital and Capital II can authorize a bankruptcy filing and sale of all or substantially all of the assets of these two Debtors.

21. In sum, Kologik markets its products and enters into contracts with Customers who pay Kologik for use of and service related their use of the Kologik product (the “Customer Contracts”). The Customer Contracts are generally on a yearly basis , and Customers remit

payments to Kologik directly.

C. Employees

22. Kologik employs 39 employees (the “Employees”). Of these, 7 are hourly and 32 are salaried. Kologik uses ADP Total Source (“ADP”) as its Professional Employment Organization, such that ADP is the actual employer and benefits provider, and Kologik funds payroll (on the 15th and last day of each month) and the benefits amount once a month. The last pay period for the Employees for which payroll was funded ended on 4/15/2024 (the payroll payment was made on April 19, 2024). The next payroll date is May 5, 2024, for payroll due for April 16 through April 30, 2024. The next payroll amount will be between \$167,000 and \$172,000. The next benefits payment will be due between May 1 and May 10, 2024, depending on the invoice date from ADP. This amount will be approximately \$22,000.

23. The management team of Kologik are myself, as Chief Executive Officer; Kim E. Thayer as Chief Restructuring Officer and Chief Financial Officer; and Karie Wohlgemuth as Chief Operating Officer (the “Officers”).

24. The salaries of the Officers are included in the amounts to be funded to ADP mentioned above (one caveat: Kim Thayer does not participate in the benefits component of the Employees’ salary packages).¹ The Officers’ salaries (the “Insider Salaries”) amount to \$58,322 per month (one-half of this amount per pay period), and the two officers other than Thayer receive customary benefits (see discussion below) as other employees do. There has been no increase in Insider Salaries or benefits (“Insider Compensation”) in anticipation of these Chapter 11 Cases.

¹ The Board resolved to pay two of the Board members director fees of \$4,000 per month. Kologik has not paid any of the resolved director fees.

25. The Employee Benefits are as follows:

- Health coverage – Kologik pays 100% of the cost of the low cost plan. If an Employee elects the buy up plan, Kologik pays an amount equivalent to the low cost plan towards such employee's buy up plan.
- Dental coverage – Kologik pays 100% of the cost of the low cost plan. If an Employee elects the buy up plan, Kologik pays an amount equivalent to the low cost plan towards such employee's buy up plan.
- Vision coverage – Kologik pays 100% of the cost of the low cost plan. If an Employee elects the buy up plan, Kologik pays an amount equivalent to the low cost plan towards such employee's buy up plan.
- Life insurance coverage – Kologik pays 100% of basic (\$50,000) plan for Employees only.
- Short Term Disability – Kologik pays 100% of Employees only.
- Long Term Disability – Kologik pays 100% of Employees only.
- HSA – If Employees opt for the low cost plan, there is an HSA to which they can contribute. If an Employee contributes \$50 or more per month, Kologik contributes \$50 per month to such Employee's HSA.
- 401k is offered through ADP; Kologik matches up to 4% for Employees.
- Kologik offers other various benefits, including, without limitation, the following benefits and policies that are set forth in the Kologik Employee Handbook dated November 1, 2023:
 - a. Paid holidays;
 - b. Paid time off;
 - c. Lactation breaks;
 - d. Jury duty;
 - e. Bereavement leave;
 - f. Voting leave; and
 - g. Employee referral awards.

26. These Employee Benefits and Employee Wages are industry standard, and are required for Kologik to maintain its employee base (and many of which are required by law).

27. The Insider Compensation is also industry standard, and given the critical role that myself and the rest of the management team must play operating the business, closing the

Proposed Sale (defined herein) and administering these Chapter 11 Cases, is reasonable and necessary.

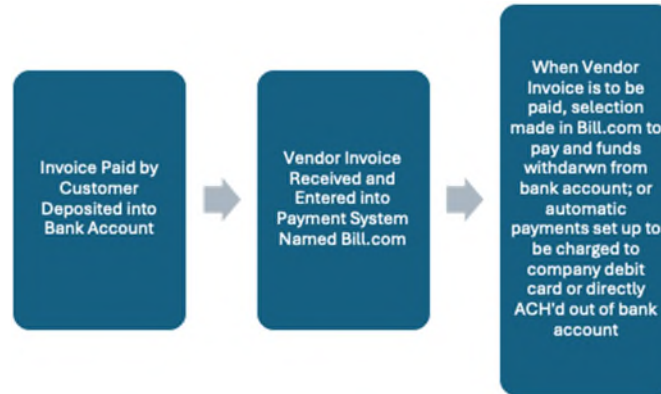
D. Bank Accounts

28. The Debtors have the following bank accounts (the “Bank Accounts”):

SELLER	BANK	ADDRESS OF BANK	TYPE (E.G., DEPOSITORY ACCOUNT, SAFE DEPOSIT BOX, TRUSTS, ETC.)	ACCOUNT NUMBER
Kologik, LLC	Mississippi River Bank Cash Collateral	8435 Highway 23, Belle Chasse, LA 70037	Depository	xxxx6111
Kologik, LLC	Hancock Whitney Money Market Account	PO Box 4019, Gulfport, MS 39502-4019	Depository	xxxx8256
Kologik, LLC	Hancock Whitney	PO Box 4019, Gulfport, MS 39502-4019	Operating Account	xxxx6020

29. Payments received from customers are remitted multiple ways: checks mailed to office address, checks mailed to Mississippi River Bank address (because certain customers have been unable to make changes to the payment address, so we have to pick up checks), EFT payments into our Hancock Whitney account, and EFT into Mississippi River Bank account (again, even though we have asked customers not to), credit card payments going through vendor Stripe, and money automatically deposited into our Hancock Whitney operating account.

30. This is a brief schematic of how cash is used in Kologik:



E. Insurance

31. In the operation of its business, the Debtors are parties to various insurance contracts (the “Insurance Contracts”). As of the Petition Date, the Debtors believe that all payments due pursuant to any Insurance Contracts are current, and therefore, have not moved this Court for emergency relief to maintain any insurance program.

32. The Insurance Contracts are as follows:

Type	Insurer and Policy Number	Coverage
Business Owners	The Hartford Policy No. 43 SBM AN4LRG	General Liability
		Automobile Liability
		Umbrella Liability
Directors and Officers	Continental Casualty Company Policy No. 652374550	D&O Private Company
Errors and Omissions	Syndicate 2623/623 at Lloyd's	Policy

	Policy No. W23311230601	Media, Tech, Data& Network Liability
		Breach Response
		Regulatory Defense & Penalties
		Payment Card Liabilities & Costs
		First Party Data & Network Losses
		eCrime
		Criminal Reward
Cyber	Cowbell Insurance Agency LLC	Policy
		Deductible
	Policy No. FLY-CB- HW5MJSCMU-003	Social Engineering
		Aggregate Sublimit(s)

F. Leases and Utilities for Business Operations

33. The Debtors are party to two separate unexpired leases: *Lease Agreement, dated September 7, 2018, by and between 7th Street LLC and Kologik, as amended by that certain First Amendment to Lease, dated June 10, 2019* (the “Baton Rouge Lease”) and the *Office Agreement dated May 22, 2023, by and between Regus Management Group, LLC and Kologik, as modified by the Internal Office Service Agreement dated July 25, 2023* (the “Mandeville Lease”, together the “Leases”). As of the Petition Date, there are no amounts due to the counterparties to the Leases. The Debtors intend to maintain their Leases in the ordinary course of business without further Court approval.

34. In connection with the operation of businesses, the Debtors have engaged certain

utility providers which are necessary to the ongoing operations of Kologik (the “Utility Providers”). The following is a listing of the Utility Providers as of the Petition Date:

Provider and Address	Account	Type
Atmos Energy - P.O. Box 740353, Cincinnati, OH 45274-0353 United States	4043151380	electric
Spectrum - PO Box 94188, Palatine, IL, 60094-4188	8311-22-027-0318422	internet
Verizon - PO BOX 660108 DALLAS, TX 75266-0108	942431563-00001	Cell phones
Fusion - P.O. BOX 411470 Boston MA 02241-1289	2120564	Phone line

G. Critical Vendors

35. To operate its business, Kologik engages the services and products of several vendors (the “Vendors”). Kologik LLC is the only debtor with obligations owed to Vendors.

36. These Vendors provide a wide array of services to Kologik including ADP, the Debtors’ Professional Employment Organization, Synnex Corporation and Microsoft Corporation, other technologies providers, and various law firms and professionals who have provided services to Kologik.

37. I, along with my team and counsel, carefully evaluated the key vendors (the “Key Vendors”) for 2023 and 2024, which are identified as:

ADP	Delta Resource Group
City of Baton Rouge-Parish of EBR	Louisiana Police Chief's Association

Databank	Microsoft
International Association of Chiefs of Police	Nlets
Joe Fuller (employee)	Regus Center (Lessor)
Lushin & Associates, Inc	Synnex Corporation
Microsoft Corporation	US Patent and Trademark Office
One American Place Operating, LLC (Lessor)	
Rees Company, LLC	
Sparc LLC	
Teksystems	

38. In my professional experience and expertise, I have identified six of the Key Vendors whose services are absolutely critical to the ongoing operations of the Debtors and who cannot be reasonably replacements because either their services are so specialized that another vendor cannot adequately provide the same level of service or because the cost of replacement was so high as to not justify replacement (the “Critical Vendors”).

39. These Critical Vendors are: ADP, Nlets, Databank, Twillio, Synnex Corporation, and Microsoft Corporation.

40. **ADP.** As set forth in the Employee section, ADP is the administrator for all Employee Wages, Insider Compensation, and Employee Benefits. Without these programs, Kologik could not continue operations as its Employees would not work without receiving their earned wages and benefits. ADP has extensive experience with Kologik and its Employees and requiring the Debtors to find another vendor would be costly process, which is particularly unnecessary given that in connection with the Proposed Sale, the intention is for Employees to

become employees of the Purchaser.

41. **Nlets.** Provides access to law enforcement data sources and hosting services.
42. **Databank.** Provides hosting services for a COPsync database and web server (5% of Kologik's cloud hosting).
43. **Twilio.** Provides text alerts for public safety messages
44. **Synnex Corporation.** Provides 50% of Kologik cloud services in which its public safety customer applications are hosted.
45. **Microsoft Corporation** Provides 45% of Kologik cloud services in which its public safety customer applications are hosted, Kologik email, Kologik electronic file storage, Kologik software source-code storage, and telephony.
46. As of the Petition Date, there is an unpaid invoice from Microsoft Corporation. Because the billing cycles of each vendor vary, there will be pre-Petition Date components of invoices issued after the Petition Date. These amounts, along with the Microsoft Corporation, outstanding invoice are referred to herein as the "Critical Vendor Claims").
47. The following is a summary of the Critical Vendors and the historic monthly averages (3 months) for each Critical Vendor. The amounts due to ADP Total Source are included in billings for Employee Wages and Employee Benefits.

Vendor Name and Address	Type	Critical Nature	Prepetition Claim	Historic Monthly Average
Vendor Name and Address	Payroll and HR Processor	administrator for all Employee Wages, Insider Compensation, and Employee Benefits. Without these programs, Kologik could not continue operations as its Employees would not work without receiving their earned wages and benefits.	\$0 (this is <u>exclusive</u> of amounts to be funded to Kologik's Employees Wages and Benefits as set forth in the Employees Motion)	See Employees Motion
ADP Total Source ² 3838 North Causeway Blvd, Suite 2000 Metairie, LA 70002	Technology Services	Provides access to law enforcement data sources and hosting services.	\$0	\$10,057.29
National Law Enforcement Telecommunications Systems (NLETS) 1918 W. Whispering Wind Drive Phoenix, LA 85085	Technology Services	Provides hosting services for a COPsync database and web server.	\$0	\$4,589.94
Databank Holdings, Ltd. 400 South Akard St. Ste. 100 Dallas, TX 75202	Technology Services	Provides 50% of Kologik cloud services its public safety customer applications are hosted in.	\$0	\$31,1045.12
TD Synnex USA 44201 Nobel Dr., Fremont, CA 94538	Technology Services	Provides text alerts for public safety messages	\$0	\$1,345.94

Twilio Inc. 101 Spear St. Fifth Floor San Fransico, CA 94105	Technology Services	Provides 45% of Kologik cloud services its public safety customer applications are hosted in, Kologik email, Kologik electronic file storage, Kologik software source- code storage, and telephony.	\$26,414.62	\$24,134.24

48. I believe, in my knowledge, experience, and expertise, that the maintenance of these Critical Vendor relationships and payments of the invoices of the Critical Vendors in the ordinary course of business is absolutely critical for the Debtors' continued operations and ultimate success of these Chapter 11 Cases.

Debt Structure

A. Secured Debt

49. In January 2016, Thinkstream Acquisition, LLC entered into a secured financing agreement with Mississippi River Bank ("MRB"), whereby Thinkstream Acquisition LLC granted MRB a continuing security interest in all accounts whether owned or acquired. MRB recorded a UCC-1 Financing Statement accordingly and has filed continuation statements maintaining its security interests (the "Initial MRB Security")

50. In November of 2017, TSB Ventures, LLC ("TSB") entered into a secured

² The Debtors have sought authority to pay ADP in the *Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief* (the "Employee Motion") filed contemporaneously herewith. This relief requested herein is meant to be complimentary and to avoid any appearances that the critical vendor was not properly disclosed. No duplication of amounts owed is intended.

financing agreement with Thinkstream Acquisition LLC which granted TSB a continuing security interest in inventory, instruments, accounts, equipment, and general intangibles including all software. TSB recorded a UCC-1 Financing Statement accordingly and has filed continuation statements maintaining its security interests (the “TSB Security”).

51. TSB is Kologik’s largest shareholder.

52. As mentioned previously, Thinkstream Acquisition LLC changed its name to Kologik LLC in 2018.

53. TSB and Kologik LLC and Capital entered into several Commercial Loan Agreement in 2018, 2019, and 2022 which were secured by TSB Security, which then included substantially all assets of Capital, and which were each a consolidation of the previous indebtedness.

54. On July 7, 2021, Kologik LLC, as borrower, and MRB, as lender, entered into that certain Promissory Note which evidences a revolving line of credit (the “MRB LOC Note”). The LOC Note is secured by, amongst other things, a first priority lien on substantially all of Kologik LLC’s assets (the “Additional MRB Security”). On October 28, 2022, Kologik LLC, as borrower, and Mississippi River Bank, as lender, entered that certain Promissory Note [Loan #0007] (the “MRB Note,” together with the MRB LOC Notes, the “MRB Notes”) which are secured by, amongst other things, the Additional MRB Security. MRB recorded a UCC-1 Financing Statement accordingly and has filed continuation statements maintaining its security interest in the Additional MRB Security.

55. Pursuant to that certain Payment and Assignment Agreement dated September 30, 2023, J. Bart Kelly, III (“Kelly”) obtained a security interest in Capital’s accounts after Kelly received an assignment from the law firm of McCarter & English for legal fees owed. On

September 30, 2020, Kelly filed a UCC-1 Financing Statement with relation to the accounts of Capital. I believe that Capital has no accounts.

56. On December 27, 2021, Kologik LLC and Capital jointly and severally entered into that certain Secured Promissory Note with Riva Ridge Master Fund, LLC (“Riva”, the note, the “Riva Note”). The Riva Note is secured by, amongst other things, substantially all of Kologik LLC and Capital’s assets (the “Riva Security”). Riva recorded a UCC-1 Financing Statement accordingly and has filed continuation statements maintaining its security interest in the Riva Security.

57. On May 31, 2023, Kologik LLC and Lafactor, LLC (“Lafactor”) entered into that certain Secured Promissory Note, with Capital executing an accompanying Commercial Security Agreement (the “Lafactor Note”). The Lafactor Note is secured by, amongst other things, substantially all assets of Kologik LLC and Capital (the “Lafactor Security”). Lafactor recorded a UCC-1 Financing Statement accordingly and has filed continuation statements maintaining its security interest in the Lafactor Security.

58. Lafactor is a lender and holder of the MRB Notes, having purchased the MRB Notes prior to the filing of these Chapter 11 Cases.

59. I have reviewed the financing statements submitted as Exhibit B to the *Emergency Motion For Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection Pursuant to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the “Cash Collateral Motion”) and believe those financing statements are true and correct copies and accurate based on my knowledge of the Debtors’ debt structure.

60. Also, Jackson smith Thomas (“Thomas”), a member and former officer of Kologik

holds a note of Kologik and also asserts an amount due from Kologik on the basis of funds put into the company some years ago while he was an officer) and has asserted a disputed claim. Within state court litigation upon his note claim prior to the filing of these Chapter 11 Cases Thomas obtained a disputed writ of attachment, and claims lien and privileges under Louisiana law thereupon. Finally, online search results show an active UCC-1 filing in favor of Gordon Oaks Property & Investments, Inc. ("Gordon Oaks"), relating to the assets of ALEN, Inc., which sold its assets to Capital II. While the debtors currently dispute that this UCC-1 is effective, the Debtors have listed Gordon Oaks within the group of Prepetition Secured Parties, reserving all rights.

61. So in sum, there are seven (7) parties who either filed prepetition security interests in property of the Debtors or hold lien claims: MRB, Riva, TSB, Kelly, Lafactor, Thomas and Gordon Oaks. Pursuant to those certain *Commercial Loan Assignment Agreements* dated September 15, 2023 by and between Lafactor and MRB (the "Lafactor Assignment"), Lafactor is now the holder of the MRB Notes and the related Security Interests.

62. Based upon my review of the financing statements and records of the Debtors and knowledge of their business, I believe that there are two senior secured tranches of indebtedness: the MRB Notes which are held by Lafactor and the Riva Note.

63. The current interest rate on the MRB Notes is 21% and the interest rate on the Riva Note is 23%, or approximately \$168,000 per month in interest on these notes.

B. Unsecured Debt

64. The necessary vendors of Kologik are in effect paid current. The remaining indebtedness of Kologik, in addition to those parties holding lien claims, are various related (or affiliated parties) holding notes, various law firms who previously rendered services but were not paid, third parties who have disputes with either Kologik or affiliates, that might assert that they

hold claims against Kologik.

C. Litigation

65. Kologik has been party to litigation that have or may in the future generate pre-Petition Debt claims, including those for attorney's fees for Kologik's counsel. The following is a schedule of litigation as of the Petition Date:

Caption	Court	Notes
JACKSON SMITH THOMAS VS KOLOGIK, LLC Case #: C-733457	19th Judicial District Court Parish of East Baton Rouge State of Louisiana	Kind: Civil Attachment suit
JACKSON SMITH THOMAS VS KOLOGIK, LLC Case #: C-733367	19th Judicial District Court Parish of East Baton Rouge State of Louisiana	Kind: Civil Suit of Note; answer filed
ROBERT P. WOLF VS KOLOGIK LLC and WALTER A. MORALES Case #: 2411-CC00263	Circuit Court Of St. Charles County State Of Missouri	(Suit for wrongful termination; possible counterclaims)
VICTOR "TREY" TRAHAN, TSB VENTURES, LLC, JOSE CANSECO, CA RECOVERY MASTER FUND, LLC, KOLOGIK, LLC, SAND SPRING MANAGEMENT, LLC, COMMONWEALTH ADVISORS, INC., WALTER MORALES, JENNIFER MORALES, SARAH MORALES VITENAS, MICHAEL MORALES, MATTHEW TEAGUE, JACKSON SMITH THOMAS, M6 CAPITAL PARTNERS, LLC, CARL HAAS, AND WORACHOTE SOONTHORNSIMA	Arbitration	Final arbitration decision: Kologik LLC owes unsecured debt of \$73,500 to Victor Trahan

KOLOGIK CAPITAL, LLC V. IN FORCE TECHNOLOGY, LLC ET AL	United States District Court District of Massachusetts (Boston) Case #: 1:18-cv-11168-GAO	Cause: 15:1114 Trademark Infringement Jury Demand: Both Nature of Suit: 840 Trademark Jurisdiction: Federal Question Kologik Capital Judgment enforcement action with amended complaint; counterclaims asserted (Kologik Capital was unrepresented due to non- payment of several hundreds of thousands of dollars in legal fees, and this action has been dismissed. The Officers determined that pursuit of these actions and defense of the counterclaims raised against Capital was not worth the cost)

Decision to Sell and Sale Process

66. In November 2020, TSB, Kologik’s largest member by percentage was required pay Victor Trahan \$4,500,000 as part of a settlement agreement between several Kologik shareholders including TSB Ventures, M6 Partners, Ryan Morales, Jackson Smith Thomas, and Matthew Teague and a former board member Worachote “Ob” Soonthornsima. At that time, the books of Kologik reflected an indebtedness owed by the company to TSB of several million more than the TSB debt to Trahan.

67. In December 2021, Kologik borrowed the funds under the Riva Note, and paid the \$4,500,000 amount to Trahan, and booked the transaction as a pay down of the Kologik debt to TSB.

68. Throughout 2022 and early 2023, Kologik began experiencing financial issues do

to a combination of slower than expected customer sales, high interest rates, and an expense structure that did not match its revenue. Kologik borrowed additional monies in late 2022 to ensure it could meet payroll.

69. In 2023, Kologik began exploring selling its business as a going concern. For the next twelve (12) months, Kologik discussed an possible sale with a number of potential strategic and financial parties. These discussions generated multiple indications of interest. One of which resulted in a Letter of Intent (LOI) to purchase. Ultimately, Kologik was unable to close the transaction.

70. In 2023, Kologik decided it was necessary to engage the services of restructuring attorneys and selected the firm of Kelly Hart Pitre LP ("Kelly Hart") to explore a bankruptcy process to reorganize the company and/or sell its assets. Kologik selected Kelly Hart based on the expertise of its attorneys and reputation.

71. A new management team was brought in, including myself and Ms. Thayer.

72. It is my opinion that the inability to close a transaction in 2023 was largely due to various insider issues and liabilities that were unknown to the management team but were discovered by prospective purchasers.

73. From September 2023 to January 2024, Kologik continued trying to sell the company but could not due to the lack of interest with a company that would be required to do a sale through a Chapter 11 bankruptcy process.

74. In January 2024, Kologik decided to engage the services of an advisor and sale agent, and selected Rock Creek Advisors, LLC ("Rock Creek") based upon its reputation and expertise in the field and experience with similarly situated companies.

75. After Rock Creek was engaged, it began a robust sale process which Kologik

assisted with including the preparation of sales and marketing materials and reached out to strategic prospects.

76. The details of the sale process (the “Sale Process”) are set forth in the *Declaration of Heidi Lipton in Support of Bidding Protections Motion and Sale Motion* (the “Lipton Declaration”) filed contemporaneously herewith.

77. In short form, Rock Creek engaged in a robust marketing and sale process over a six-week period that resulted in receiving eight (8) letters of intent, four (4) of which were raised through negotiations.

78. Ultimately, on March 14, 2024, the Kologik Board approved Kologik Software, Inc. as the winning bidder and, along with Kelly Hart and Rock Creek, began the negotiations of the Asset Purchase Agreement (the “APA”).

APA Key Term Overview

79. Pursuant to the APA, Kologik will sell substantially all of its assets to Kologik Software, Inc. (the “Purchaser”).

80. A copy of the executed APA is submitted as Exhibit A to the Sale Motion. The following is intended as merely a summary of the key terms, and any discrepancy between this summary and the terms of the APA, should be resolved by the language of the APA.

81. Under the APA, the Purchaser will purchase and acquired from Kologik “Purchased Assets” free and clear of liens to the extent permissible under section 363(f) of the Bankruptcy Code where Purchased Assets is defined to include substantially all assets of Kologik including (without limitation) intellectual property, bank accounts, customer contracts, and leases.

82. In return, Kologik shall receive a purchase price of \$24 million, subject to customary working capital adjustment and post-closing true-up, plus cash over the “Required

Cash” to be retained by the Purchaser (\$275,000). Excluded from the Purchased Assets are any employee retention credits, which could have a value upwards of \$800,000.

83. It is intended that the Employees shall become employees of the Purchaser and will continue to service the Customer Contracts in substantially the same manner as before the closing of the Proposed Sale. It is further intended that the Purchaser will assume the Leases and that Kologik’s operations shall generally continue after the closing of the Proposed Sale in a similar manner, under new ownership.

84. A crucial aspect of the Proposed Sale is the quick transition of the Customer Contracts and Purchased Assets to the Purchaser. As such, the APA provides that the Purchaser can terminate the APA if the bid protections set forth in the *Emergency Motion for Entry of an Order (I) the Bid Protections Contained in Asset Purchase Agreement Between the Debtors As Seller and Kologik Acquisition, Inc.; (II) Approving the Assumption/Assignment Procedures; and (III) Granting Related Relief* (the “Bidding Protections Motion”) are denied or not approved within three (3) days after the Petition Date. The Purchaser may also terminate the APA if an order is not entered on the Sale Motion within forty-five (45) days after the date the APA is signed.

85. These milestones are necessary components to the APA to insure that the Customer Contracts are transferred as quickly as possible pursuant to the relevant provisions of the Bankruptcy Code.

86. I believe, in my experience and expertise in the industry, that the terms of the APA represent a fair and reasonable process and will yield the maximum value for Kologik’s assets.

The First Day Motions

87. Immediately following the execution of the APA, Kologik filed these Chapter 11

Cases. I have reviewed the relevant motions filed on the Petition Date (the “First Day Motions”) which are:

Emergency Motion for Order Under Bankruptcy Rule 1015(b) Directing Joint Administration of Chapter 11 Cases (the “Joint Administration Motion”);

Emergency Motion (A) For Authority To File A Consolidated List Of Creditors; (B) Approval Of The Limited Notice List; And (C) For Approval Of The Form And Manner Of Notifying Creditors Of The Commencement Of These Chapter 11 Cases And Other Information (the “Notice Procedures Motion”);

Emergency Motion For Entry of Interim and Final Orders (a) Authorizing the Debtors to Main Existing Cash Management System; (b) Granting Administrative Expense Priority to Postpetition Intercompany Transfers; (c) Authorizing Payment of Bank Fees, and (d) Other Related Relief (the “Cash Management Motion”);

Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief (the “Employees Motion”);

Emergency Motion For Entry of Interim and Final Orders (I) Authorizing the Debtors to Use Cash Collateral, (II) Granting Adequate Protection Pursuant to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief (the “Cash Collateral Motion”);

Emergency Motion for Entry of Interim and Final Orders (1) Determining Adequate Assurance of Payment for Future Utility Services and (2) Restraining Utility Companies from Discontinuing, Altering, or Refusing Service (the “Utilities Motion”);

Emergency Motion for Entry of Interim and Final Orders Authorizing Payment of Compensation Commensurate With Pre-Petition Payments to Specified Insiders (the “Insiders Motion”);

Emergency Motion for Entry of Interim and Final Orders Authorizing The Debtors’ Payment Of Pre-Petition Claims Of Certain Critical Vendors (the “Critical Vendor Motion”);

Emergency Application for Entry of Interim and Final Order Authorizing Retention and Employment of Kelly Hart as Counsel for the Debtors, Nunc Pro Tunc to the Petition Date (the “KH Employment Application”);

Emergency Application for Entry of Interim and Final Order Authorizing Retention and Employment of Rock Creek Advisors as Investment Bankers for the Debtors, Nunc Pro Tunc to the Petition Date (the “Rock Creek Employment Application”);

and

Bidding Protections Motion.

I have reviewed the First Day Motion and assert that the information contained therein are true and correct to the best of my knowledge, information, and belief. I also believe that the relief requested therein is in the best interest of Kologik and its estates and will allow Kologik to maximize its value for the benefit of all parties in interest.

88. ***Joint Administration Motion.*** As set forth in the Joint Administration Motion, the Debtors are each affiliates of one another as Kologik LLC directly controls Capital, Capital II, and Technologies. Further, I believe that many of the motions, applications, hearings and orders that will arise in these Chapter 11 Cases will affect all Debtors (all Debtors are Sellers under the APA). Under these circumstances, it is in the best interest of the Debtors, their estates, their creditors and other parties in interest would be best served by the joint administration of these Chapter 11 Cases for procedural purposes only.

89. ***Notice Procedures Motion.*** I have reviewed the Limited Service List that was filed with the Notice Procedures and confirm that it contains: Parties included on the Debtors' consolidated list of the holders of the thirty (30) largest unsecured claims against the Debtors; and all known holders of secured claims against the Debtors. To prevent unnecessary administrative costs, I believe that it is in the best interest of the Debtors, their estates, and their creditors, and other parties in interest that the Court grant the relief requested in the Notice Procedures Motion.

90. ***Cash Management Motion.*** As described herein and in detail in the Cash Management Motion, the Debtors, in the ordinary course of business, maintain an automated and integrated cash management and disbursement system to collect, transfer, and disburse funds generated by their operations and to accurately record all such transactions as they are made (the

“Cash Management System”). The Cash Management System enables the Debtors to efficiently (a) fund its operations and pay its financial obligations, (b) monitor and forecast its cash needs, (c) track collection and disbursement of funds, and (d) maintain control over the administration of the Debtors’ bank accounts (“Bank Accounts”). I have reviewed the Bank Accounts Schedule set forth in Exhibit A to the Cash Management Motion and believe it to be accurate. The continued, uninterrupted use of the Cash Management system is necessary for the operations of the Debtors to continue. In fact, many customers pay directly into our account at Hancock Whitney and to changes accounts would severely disrupt the Debtors’ cash flow. Further, because of a large payment by a customer (in the amount of that customer’s annual contract amount), Kologik opened up a money market account into which it deposited surplus funds, to accrue interest thereupon. Hancock Whitney is an Authorized Depository within the Authorized Depository Listing for Region 5, as is Mississippi River Bank.³ Entry of the Cash Management Motion is in the best interest of the estates.

91. ***Employees Motion.*** I confirm that the as of the Petition Date, the Debtors employ the Debtors employ 39 individuals (“Employees”) including 32 salaried Employees and 7 hourly Employees. These Employees are absolutely essential to the continued operations of Kologik until the Proposed Sale can close. The terms of the Employee Wages are customary for the industry and required to retain the Employees in a competitive market. The last pay period for the Employees for which payroll was funded ended on 4/15/2024 (the payroll payment was made on

³ The account at Mississippi River bank is a collateral account, and the Debtors do not “use it”. However, a few customers that have not made a change in their payment records still send funds to that account, so it is necessary to leave the account open, though it is frozen for purposes of Debtors’ use. Upon closing of the Proposed Sale, the Debtors will close the account, as all liens will attach to both those funds and sale proceeds in the same priority as they attached prior to the sale.

April 19, 2024). The next payroll date is May 5, 2024, for payroll due for April 16 through April 30, 2024. The next payroll amount will be between \$167,000 and \$172,000 (the “Unpaid Wages”). I also confirm that ADP is our Payroll Processor and as set forth herein, absolutely critical to the ongoing operations of the Debtors.

92. The Employees possess the institutional knowledge, experience, and skills necessary to support a successful reorganization of the Debtors’ business operations. The uninterrupted continuation of the Debtors’ businesses is critically dependent upon a stable work force. Consequently, I strongly believe that it is critical that the Debtors be permitted to pay their employees their pre-petition wages and honor employee benefits that the Debtors have traditionally provided in the ordinary course of business. As such, I believe there is good cause to grant the Employees Motion.

93. ***Cash Collateral Motion.*** The Debtors are requesting authority to use cash in their bank accounts (the “Cash Collateral”) on an interim basis for payment of necessary operating expenses and expenses of these Chapter 11 Cases as set forth in the Budget, subject to a ten (10) percent variance. Without those funds, the Debtors will not be able to make cash expenditures for necessary costs incurred during their reorganization, including but not limited to, operating expenses outlined herein that are absolutely necessary to their continued operation through the closing of the Proposed Sale or any alternative transaction, professional fees and other expenses that arise in the administration of the Chapter 11 Cases and in the ordinary course of the Debtors’ businesses.

94. The summary of terms is contained within the Cash Collateral Motion and the Debtors believe the terms to be reasonable under the circumstances. The Cash Collateral Motion sets forth the legal basis for obtaining court approval and includes a request that the Debtors be

authorized to use Cash Collateral and other collateral property in the operation of their businesses.

95. The Debtors have prepared a budget forecast for the next thirteen (13) weeks, showing the needs for and uses of cash produced by operations, which is attached as Exhibit A to the Cash Collateral Motion. I believe that the Budget provides for the use of Cash Collateral in such a manner to prevent a decline in the value of the estates and the Cash Collateral. I further believe the Cash Collateral that the Debtors propose to spend in the Budget will be in an amount necessary to prevent the Debtors from suffering “immediate and irreparable harm.” I further believe that the Budget provides in its current form a viable financial format for working forward toward an orderly sale of the Debtors’ assets and liquidating plan. For these reasons, I have concluded that the relief set forth in the Cash Collateral Motion is fair, reasonable, and appropriate, meets the Debtors’ business and financing needs for these cases, provides the most cost-effective and beneficial financing to the Debtors and is the best option available to finance the chapter 11 process and allow the Debtors to maximize the value of their estates. As such, I believe there is good cause to grant the Cash Collateral Motion.

96. ***Utilities Motion.*** The Debtors request the entry of interim and final orders (i) prohibiting utility companies from altering, refusing, or discontinuing utility services, (ii) deeming utility companies adequately assured of future performance, and (iii) establishing procedures for determining adequate assurance of payment. In the ordinary course of business, the Debtors incur expenses for gas, water, sewer, electric, telecommunications, and other similar utility services provided by the Utility Providers. Uninterrupted utility services are essential to the Debtors’ ongoing operations. Indeed, any interruption of utility services, even for a brief period of time, would negatively affect the Debtors’ operations, customer relationships, revenues, and profits, seriously jeopardizing the Debtors’ ability to close the Proposed Sale or any alternative transaction

and, ultimately, value and creditor recoveries. It is critical that utility services continue uninterrupted during these Chapter 11 Cases. Accordingly, on behalf of the Debtors, I respectfully submit that the Utilities Motion should be approved.

97. ***Insiders Motion.*** The Debtors request authorization to continue compensating Insiders commensurate with their pre-petition compensation. The Insiders hold key management positions with the Debtors and are vital to the daily operation of the Debtors' businesses; the closing of the Proposed Sale or any alternative transaction; and the administrative obligations of these Chapter 11 Cases. The compensation sought for each Insider is equivalent to their pre-petition paid salaries and benefits. I believe all Insider compensation to be fair and reasonable.

98. ***Critical Vendor Motion.*** The Debtors request authorization to pay certain prepetition claims of Critical Vendors. As set forth herein, the process for identifying Critical Vendors was robust. I believe that the Critical Vendors identified are absolutely essential to the ability of the Debtors to continue operations and therefore, paying these Critical Vendor Claims will enable the Debtors to continue to operate in chapter 11 without disruption and continue operating through the closing of the Proposed Sale or alternative transaction. In fact, there is only a small amount due as of the petition date under a prepetition invoice and that amount reflects the last and current invoice. Other payments will be for invoices received postpetition, though the invoices will cover some prepetition time. In effect, Kologik is current with its vendors upon which it relies for continuation of its business. Accordingly, on behalf of the Debtors, I respectfully submit that the Critical Vendor Motion should be approved.

99. ***KH Employment Application.*** Kologik LLC and Capital entered into that certain Engagement Letter in the summer of 2023. Kologik selected Kelly Hart based on its attorneys' experience and expertise in restructuring and chapter 11. The fee and rate structure was disclosed

to Kologik in the Engagement Letter and Kologik agreed to that structure. The Debtors wish to continue to work with Kelly Hart as their counsel throughout these Chapter 11 Cases. According, on behalf of the Debtors, I respectfully submit that the KH Employment Application should be approved.

100. ***Rock Creek Employment Application.*** Kologik LLC engaged Rock Creek in January 2024. The rate and fee structure for Rock Creek's services were disclosed to Kologik, and Kologik agreed to the rate and fee structure. The Debtors wish to contain to engage Rock Creek and assert that Rock Creek's continued involvement is absolutely necessary to the closing of the Proposed Sale or any Alternative Transaction (as defined in the APA). Accordingly, on behalf of the Debtors, I respectfully submit that the Rock Creek Employment Application should be approved.

101. ***Bidding Protections Motion.*** As set forth herein, the Sales Process was robust. In my experience and expertise, I believe that the APA is a fair and beneficial deal for Kologik and its estates and represents the absolute best opportunity for Kologik to maximize the value of its assets. The APA heavily negotiated with Kologik's advisors spending weeks hammering out the terms of the APA and working diligently to maximize value. The bid protections for the Purchaser were heavily negotiated and are terms that I would expect that any purchaser would demand before entering into an APA like this one. As such, I believe that the bid protections are fair and reasonable and insofar as they are required by the Purchaser, necessary to maximize the value of Kologik's assets, and in the best interests of the Debtors and its stakeholders. I have reviewed the Declaration of Heidi Lipton submitted in support of the Bid Protections Motion and Sale Motion, and I agree with the assertions in the Declaration and to my knowledge the facts stated therein are true and correct.

102. I have reviewed the Assigned Agreement Schedule attached to the Bidding Protections Motion as Exhibit B and believe it to be accurate.

103. The Debtors, in the exercise of its business judgment, believe that the best way to maximize the value of its assets is through the timely closing of the Proposed Sale. Therefore, the Debtors believe that the Bidding Protections Motion is in the best interest of their estates and should be granted.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on this: April 23, 2024

/s/Paul San Soucie
Paul San Soucie, CEO Kologik LLC

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

	X	
	:	
In re	:	Chapter 11
	:	
Kologik, LLC, et al.,¹	:	Case No. 24-10311
	:	
Debtors.	:	(Joint Administration Requested)
	:	
	X	

**DECLARATION OF HEIDI LIPTON IN SUPPORT OF THE DEBTORS' BIDDING
PROTECTIONS MOTION AND SALE MOTION**

I, Heidi Lipton, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury that:

1. I am a Managing Director and Founding Partner of Rock Creek Advisors, LLC ("Rock Creek"), a financial advisory firm with expertise in financial restructuring, advisory and sale of distressed assets, with offices at 1738 Belmar Blvd., Belmar, New Jersey 07719, and am authorized to make this declaration on behalf of both myself and Rock Creek. Rock Creek has worked as and is the proposed financial advisor and post-petition sales agent for the debtors and debtors in possession (collectively, the "Debtors"). I submit this declaration (the "Declaration") in support of the relief requested in: the *Emergency Motion for Entry of an Order (I) the Bid Protections Contained in Asset Purchase Agreement Between the Debtors As Seller and Kologik Acquisition, Inc.; (II) Approving the Assumption/Assignment Procedures; and (III) Granting Related Relief* (the "Bidding Protections Motion") and *Motion for Entry of an Order Authorizing and Approving (I) Sale of Debtors' Assets Free and Clear of All Claims, Liens, Encumbrances and Interests Pursuant to Asset Purchase Agreement, (II) Assumption And Assignment of Certain*

¹ The debtors and debtors in possession these chapter 11 cases (the "Chapter 11 Cases"), along with the last four digits of their respective Employer Identification Numbers, are as follows: Kologik, LLC (); Kologik Capital, LLC (); Kologik Capital II, LLC (), and Kologik Technologies LLC (). The Debtors' mailing address is: 300 Main St., Ste. # 2200, Baton Rouge, LA, 70801.

Executory Contracts and Unexpired Leases, and (III) Granting Related Relief (the “Sale Motion”) filed by the Debtors contemporaneously herewith.

2. I have a Bachelor of Science degree and a Bachelor of Arts degree from University of Pennsylvania and a Master of Business Administration from the Wharton School at the University of Pennsylvania. I have over 20 years of financial advisory experience and have provided financial advisory services and worked as a sales agent and receiver in restructuring and insolvency cases throughout the country.

3. All facts and views set forth in this Declaration are based upon: (a) my personal knowledge, belief, or views; (b) information learned from my review of the Debtors’ records maintained in the ordinary course of their businesses; (c) information supplied to me or verified by the Debtors’ employees or advisors and/or employees of Rock Creek working directly with me or under my supervision, direction, or control; (d) my experience and knowledge concerning financial restructurings, mergers, assets sales, acquisitions, and dispositions and/or (e) my experience and knowledge concerning the software as service industry.

4. I am over the age of twenty-one years, and if called to testify, I would testify competently to the facts and opinions set forth in this Declaration.

Background

5. The Debtors engaged Rock Creek as their investment banker in January 2024 to assist and advise the Debtors in conducting a going concern sale of their business. Since that time, Rock Creek has assisted the Debtors in engaging with key stakeholders, evaluating strategic alternatives, and negotiating with prospective purchasers and their professionals.

6. Since being engaged by the Debtors, Rock Creek has worked closely with the Debtors’ management to provide a variety of services, including among other things: (a) reviewing the Debtors’ business, financial information and potential purchaser pool; (b) providing advice to

the Debtors regarding the presentation of marketing and financial information and projections within the context of a sale and marketing process; (c) participating in meetings and negotiations with select creditors and stakeholders; (d) marketing the Debtors' assets and identifying prospective purchasers; (e) engaging in discussions with prospective purchasers and facilitating the execution of nondisclosure agreements; (f) enabling the due diligence process including the preparation and maintenance of a data room; (g) engaging in extensive negotiations with prospective purchasers within a bid process to obtain the highest and best bid for the Debtors' assets; (h) obtaining and negotiating term sheets and structures to maximize value, and (i) after obtaining the highest and best bid, working as the Debtors' representative with the prospective purchaser, Kologik Software, Inc., for several weeks to effect a final agreed *ASSET PURCHASE AGREEMENT BY AND AMONG KOLOGIK SOFTWARE, INC., as Purchaser, AND KOLOGIK LLC, KOLOGIK CAPITAL, LLC, KOLOGIK CAPITAL II, LLC AND KOLOGIK TECHNOLOGIES, LLC, as Sellers* ("Final APA"). The following is a more detailed explication of the work performed by myself and Rock Creek and the work to be performed in accordance with the duties of the Debtors post-bankruptcy and as provided in the Final APA.

The Marketing Process

7. I understand that in early 2023, prior to Rock Creek's engagement, the Debtors, specifically Kologik LLC ("Kologik"), commenced an evaluation of strategic alternatives and began exploring a process to sell some or all of their assets (the "Assets"). As a result, the Debtors began contacting certain potential buyers for the Debtors' Assets at least a year before commencing these Chapter 11 Cases. The Debtor Kologik, LLC is the operating entity with the other two Debtors having been formed to hold intellectual property assets, only. Further references to the Debtors' business operations, negotiations, financial information, and management are references

to Kologik, LLC. It is the sole member of the other two Debtors, which have no independent management, no employees, and no operations.

8. The Debtors informed Rock Creek that they had run their own sale process for over 12 months, and during that time, been in discussions with a number of potential strategic and financial buyers. The Kologik team informed us that these discussions had generated multiple indications of interest, as well as written term sheets, and months of negotiations with a prospective purchaser in an attempt to confect an agreed asset purchase agreement, but that such negotiations failed to result in an executable agreement. We were told this generally had to do with the amount of the Debtors' debt load, management issues, unknown liabilities that kept appearing, material questions concerning the reliability of the Debtor Kologik's financials, and termination of the CEO during the third quarter of 2023. I was told that while there was no formal termination of further negotiations, toward the end of 2023, the Debtors promoted Paul San Soucie to the position of CEO, in late August, 2023 and hired Kim E. Thayer as the new CFO and CRO on October 9, 2023 (collectively, "New Management"). After discussions with New Management, I remained open minded to whatever process was required to get a sale accomplished, including the prospect of a non-chapter 11 process. As sales agent, I would run the marketing process on insuring the best possible offers, yet mindful that the best process could be a bankruptcy sale process through Chapter 11, given the previous process run and the issues raised from interested parties.

9. Once Rock Creek was hired, we discussed the best time to officially go to market. Kologik was waiting to receive the final written 3-year extension of their contract with a major contract party, and we believed that obtaining a renewal would provide very positive sales momentum to the process. Given this, we decided to focus our efforts on building the outbound sales materials while waiting for the contract to be announced in the upcoming days.

10. In preparation of the launch of the formal marketing process, Rock Creek worked with New Management and Kologik personnel to prepare the sales/marketing materials for the formal sale process, set up the data room, received financial data and worked with Ms. Thayer regarding financial work and presentations to be utilized.

11. And during this time, the Rock Creek team also reached out to the most active strategic and financial prospects (identified by CEO Paul San Soucie) that had been involved in the prior marketing effort to introduce ourselves, reinitiate the sales and marketing process, and explain that there would be a purchaser at the conclusion of our process this time, most likely through a bankruptcy sale, and that we were open to different structures and even a stalking horse bidder.

12. Rock Creek sent an introductory e-mail to 8 of the parties that previously showed interest on Tuesday, January 23, 2024. **Exhibit A** – January 23, 2024 Email.

13. Later that week and during the week of January 29th, 2024, the Rock Creek team scheduled individual Zoom meetings with each of these parties (except one who did not respond to our continued outreach) to determine the nature of their continued interest in the Kologik opportunity. What we learned directly during these calls was that many parties had conducted extensive due diligence previously, and some had provided term sheets as well.

14. From what we could ascertain, there was an active sales process prior to our engagement, with eight (8) parties interested in the sector and actively engaged in evaluating an acquisition of Kologik specifically.

15. These 8 parties included at least two (2) strategic entities and six (6) financial parties.

16. In our professional opinion, the groups that participated in these pre-market Zoom meetings included both leading strategic software companies, as well as leading private equity

investors in the “govtech” software space, and were a great starting point to our sale process. Each one of them, except one party, responded quickly to our outreach and were interested in engaging with Rock Creek.

17. What became clear during these initial Zoom meetings with parties who had been involved with Kologik for some time was that there were two (2) distinct camps within this prospective buyer universe. One camp that would only go forward if the process was conducted through a bankruptcy process, and the other that preferred to complete a transaction without the use of a bankruptcy, because this group believed a bankruptcy process could damage the going concern value of Kologik.

18. Based on this feedback, Rock Creek commenced a formal sale process for a going concern asset sale or, even, an equity transaction (depending on the value of the offer). In other words, all options in were play (without or without a bankruptcy process).

19. Rock Creek developed an outreach list for this formal sale process beginning with the eight (8) prospects who had expressed interest during the previous Kologik sale process. This group was then supplemented from Rock Creek’s extensive database of companies in the SaaS sector who had participated in previous Rock Creek software sale processes. Rock Creek also specifically researched the space that Kologik competes in and included prospects from lists of Top GovTech Software companies and Top Global Law Enforcement Software companies, as well as private equity investment groups with portfolio companies in the space.

20. On Friday, February 9, 2024, based on this robust list of prospects, Rock Creek initiated the formal outbound sales process by sending an outreach e-mail and Sale Memo to fifty (50) strategic prospects. See **Exhibit B** – February 9, 2024 Email; **Exhibit C** – Sale Memo.

21. This outreach was continued on Monday, February 12, 2024, to include an additional 20 financial sponsors with portfolio companies in the space, plus another 7 groups that are currently consolidating the “govtech” software space.

22. In total, our outreach was marketed to 77 parties including the original eight (8) parties active in the previous process.

Bidding Process

23. Initially, the Kologik sale process was set up as a 3-week process with all offers being due by the bid deadline of Monday, March 4, 2024.

24. This would have been a total of 5 weeks of marketing, including the (2) week pre-market process plus a three (3) weeks formal sales process.

25. On Thursday, February 22, 2024, Rock Creek sent out communications to all remaining prospects informing them formally about the renewal of the material contract Kologik has been anticipating. **Exhibit D** – February 22, 2024 Email.

26. On Thursday, February 22, 2024, Rock Creek, under consultation with Company Management, decided to add extra time for parties to conduct due diligence and present their term sheets. We therefore sent out an email and extended our term sheet deadline from March 4th to March 11th 2024.

27. There were multiple reasons to extend the bid timeline including: 1) our Rock Creek sales team was responding to many parties with interest (calls and emails) and it was important to have calls with all parties, 2) parties were sending in multiple diligence requests and the Company needed time to complete these and then the parties to review and ask follow-up questions, 3) Rock Creek was actively working with parties on terms and structure, 4) Rock Creek was trying to line up a stalking horse bidder to support the process, and taking parties through the logistics of such,

and 5) Rock Creek wanted to ensure that all interested parties had plenty of time to evaluate and submit bids.

28. With this, our sales process ran a total of six (6) weeks, including the pre-market process.

29. Since many parties in our due diligence conversations were considering a stalking horse bid, we sent out a stalking horse template on February 29, 2024 to facilitate the process. See **Exhibit E** – Stalking Horse Bid Template.

30. On Wednesday March 6, 2024, Rock Creek also sent out a final update e-mail with a specific reminder of the bid deadline and instructions. See **Exhibit F** – March 6, 2024 Email. All parties confirmed that they could meet this deadline.

31. In total, our process involved 16 prospects under NDA who had access to the virtual data room. We identified and worked with (11) parties to execute new NDAs as well as 5 parties that were still under NDA from their previous review of Kologik.

32. The parties under NDA from the prior process plus the new parties to execute NDAs broke out into five (5) strategic and eleven (11) financial parties, which in Rock Creek's professional opinion, captured a strong group of parties to evaluate and bid on the Company.

33. All parties under NDA were granted access to the virtual data room.

34. The virtual data room had seven (7) major folders named Customer, Employee, Financials, Legal and Loans, Marketing, Tax, Technology and Integrations. Given our experience, the materials are of the kind, categories and depth that are customary and sufficient for a marketing process of a company or the assets of a company (or companies) in the same business space and financial situation as the Debtors.

35. In addition to the virtual data room, Rock Creek worked with Kologik to fulfill additional specific due diligence requests from parties (made in writing or even orally). In fact,

Rock Creek received extensive and specific due diligence requests from ten (10) parties, some parties sending over multiple due diligence requests for information.

36. Rock Creek also made arrangements for prospective bidders to hold Zoom meetings with the Kologik management team to ask specific questions.

37. In summary, Rock Creek held thirty eight (38) extensive due diligence calls with interested parties and New Management, and/or certain other key employees and approximately twenty two (22) calls with interested parties and Rock Creek alone, to discuss the process, timing and structuring of a transaction. And based on a request from one interested party, Rock Creek scheduled an on-site meeting in Baton Rouge with the Kologik team prior to the bid deadline date.

38. To ensure a competitive process, during the 2 weeks prior to the bid deadline, the Rock Creek team held multiple follow-up calls with each of the top prospective bidders. During these calls, Rock Creek explained that to complete a transaction outside of a bankruptcy would require a cash consideration in excess of \$20 million in cover the notes and liabilities.

39. For those bidders who would consider a transaction through a bankruptcy process, Rock Creek encouraged a stalking horse bid in the \$15-18 million range, given the conversations we were having on potential offers, believing that such a stalking horse bid would generate an auction process that could yield a materially higher offer.

40. Based on the total 6 week sale process, Rock Creek received a total of eight (8) Letters of Intent (“LOI”) by the bid deadline date on March 11, 2024. These bids ranged from a nominal offer of \$250K for a small subset of the assets to a high bid of \$22 million from Kologik Software, Inc. (the “Proposed Purchaser”).

41. We were told that the prior process conducted by prior management of Kologik had yielded an aspirational purchase price target of some \$17.5 Million, but Kologik could not get to an executed purchase agreement - due to the size of the debt amount, the concerns with reliability

of financial data, claimant and equity holder problems and requests that could have reduced the value to the Debtors, and questions raised by the offeror about corporate structure and authority.

42. With this, we believed that our process has generated not only strong value at the top, but also strong back up bidders to ensure we can bring a party to a transaction close.

43. Between March 8 and March 11, 2024 (since some term sheets came in before the due date), we communicated with prospective offerors, continuing to provide due diligence and discussion on the possible structures of a transaction. Particularly, we engaged with the Proposed Purchaser, including video conferences with the parties and their counsel.

44. After much discussion and negotiation, the Proposed Purchaser amended its LOI to provide for a purchase price of \$24 Million, provided that (i) the sale would proceed through a bankruptcy section 363 process, and (ii) that sellers would proceed with a direct sale motion, without stalking horse or auction procedures. Further work on this LOI generated additions of the exclusion of employee retention credits and beneficial terms regarding a purchase price and exclusivity deposit.

45. On March 12, 2024, Rock Creek went back to four (4) parties who had submitted LOI term sheets to obtain their “highest and best” offer. Rock Creek explained that we were not planning to run a bidding and auction process in the bankruptcy, given our agreement to move expeditiously through a direct sale motion process, in consideration of the Proposed Purchaser’s highest and best bid (which was predicated upon a direct sale process, and sufficiently higher so as to justify our agreement). Rock Creek specifically explained that the party now currently with the highest consideration would be moving to definitive documentation to move quickly through the bankruptcy process, via a sale motion (subject to the customary fiduciary out of a higher offer), and that such a proposed structure was being offered to these parties as well.

46. Of note, the particular entity that had been the party with which the Debtors had negotiated for months trying to get to a definitive agreement during the first three quarters of 2023, did not submit an LOI, suggesting in our conversations that it would wait to see how the marketing efforts and bankruptcy process worked out, reserving the possibility of a future proposal. Nevertheless, Rock Creek took special steps to make sure that this party was well informed in this sales process, communicating with the party almost weekly about the status of the sale process, including the upcoming bankruptcy, and the stalking horse or direct sale motion opportunity. Once the Proposed Purchaser made its highest proposal, I went back to that party and advised that Kologik planned to execute definitive documents and petition the court to approve the highest offer obtained. Even after the term sheet deadline, Rock Creek waited for this party to decide whether or not to participate in the process. In the end, that party advised that it had discussed the prospect internally and ultimately decided to pass, and not make an offer.

47. Rock Creek was successful in raising three (3) of the previously submitted LOI offers in this competitive process after the LOI deadline. As mentioned, the Proposed Purchaser raised its offer from \$22 MM to \$24 MM, plus value of ERC – approximately \$884k);

- a. One of the financial parties' offer - originally at \$17 Million - was raised to \$19 Million; and
- b. One of the strategic parties' offer - originally at \$14.3 Million - was raised to \$18 Million.

48. We also went back to other offers that were relatively competitive to see if we could raise them to our highest offer. Conversations included:

- a. One of the Financial parties' offer was originally \$22 Million (but this amount included the assumption by credit bid of the debt of an insider (the majority shareholder that also asserts a secured claim) in the amount of \$7.5 Million). This

party did not raise its bid when Rock Creek went back and in fact also acknowledged in writing that it could not compete with an all cash offer.

- b. One strategic party made a \$12 Million offer but the LOI came in a day late, so we did not go back, deciding, with the Debtors, that it was appropriate to enforce the bid deadline.
- c. One strategic party offered \$11 Million, and when Rock Creek went back for a further upward offer, this party declined.
- d. One financial party offered \$6 Million and when Rock Creek went back for a further upward offer, this party declined.
- e. One final financial party made an offer for a discreet component of the business (and substantially below the highest offer) and since it was so low and for only some of the assets, Rock Creek did not go back in conversations with this party.

Winning Bid

49. This negotiation process resulted in an improvement of the winning bid by \$2 million, from \$22 million to \$24 million, plus the removal of the ERC credits from purchased assets, with a value of \$764k, plus possibly \$120k, which brought the actual consideration up to \$24.884 million in total.²

50. Rock Creek and Kologik counsel worked diligently after March 12, 2023 to add modifications to the Proposed Purchaser form of LOI, and were successful in shortening the exclusivity period (what was originally up to a 90 day exclusivity period with no initial deposit required) to a 3 week calendar day exclusivity period, with a \$150k required deposit to complete due diligence, an increase in the purchase price deposit to \$1MM (inclusive of the exclusivity

² Under the APA the Purchase Price is subject to reasonable working capital adjustment post-close, and this number does not include cash over and above the “Required Cash” (\$275,000) to be part of the “Purchased Assets”.

deposit), and finalization of a break-up fee of 3% of the purchase price, together with a cap on the expenses for legal and other fees in addition to the break-up fee of \$300,000.

51. The agreement to raise the bid price was consideration for the agreement of Kologik that it would proceed through a direct sale motion sale process (i.e., to dispense with submitting bidding procedures and proceeding through an auction process), to minimize the time in chapter 11 so as to protect value with respect to 1) current clients, 2) new clients in process, etc.

52. According to Kologik and its counsel, this was actually, in light of the size of the purchase price proposed, the preferable process, as (i) the marketing process had already taken place and it was untenable to suggest that repeating a marketing process for an auction would generate any additional or better offers, and (ii) the default interest accruing on the first and second debt tranches (approximating 9.5+ Million - at in excess of 20% per annum) would deplete the value further during an extended process without the reasonable prospect of a better offer.

53. In the end, on March 14, 2024, the Kologik Board approved the Proposed Purchaser as the winning bidder. See **Exhibit G** - Executed Term Sheet.

Summary of Sale Process

54. In sum, this Kologik sale and marketing process was efficiently conducted over a 6-week period and resulted in Kologik receiving eight (8) Letters of Intent, where three (3) of these offers were raised through negotiations.

55. Given this, Rock Creek, who has over six plus years plus years running sales processes and have conducted over 40 asset sales, submits that this process was commercial and fair to all parties involved and also broad enough to ensure all parties that might want to participate in the process were included.

56. Rock Creek ran a very thorough, broad, well communicated, competitive and commercially reasonable process to get the highest and best offer that we believe was possible.

The proposed sale will generate almost 50% more than the prior offer being pursued throughout most of 2023, is subject to an executed APA (not accomplished prior to this date), was negotiated utterly at arms' length with counsel on both sides, and in fact, upon filing of the bankruptcy cases, remains subject to the fiduciary out that allows for higher and better bids, and in connection with which, Rock Creek would remain retained to shepherd such a process.

Negotiation of APA Terms

57. After selecting the Proposed Purchaser as the winning bidder, Rock Creek has continued to work with Kologik and its attorneys to negotiate the terms of the proposed sale and provide deep and broad due diligence of the assets.

58. For over three weeks, Rock Creek and the Kologik team and its counsel have engaged with the Proposed Purchaser's team and its counsel to confect the Asset Purchase Agreement (the "APA") which is submitted with the Bidding Protections Motion (the transactions therein, the "Transaction").

59. The APA and all related Exhibits and Schedules were heavily negotiated and Rock Creek was particularly involved with the negotiation of the terms around the determination of the Purchase Price and adjustments thereto, the calculation of Target Working Capital, and the working capital adjustments, fixing the amount of Required Cash (cash to be left behind for Purchaser after the adjustments to cash), the closing schedule and as well has participated in providing extensive due diligence (over five (5) weeks since the signing of the LOI) to insure the Purchaser's comfort with the assets and to assist on creation of the sizeable Exhibits and Disclosure Schedules. These items were particularly complex here, because of the large amount of "deferred revenue" on the Kologik balance sheet, due to the fact that a material amount of the Kologik customers in effect prepay for an entire year's service (including the largest accounts). Very heavy

(and sometimes tense) negotiations occurred to determine the appropriate formula for calculating Target Working Capital and adjustments thereto.

60. During this process Rock Creek has acted as intermediary between the Debtors and the Proposed Purchaser and has been instrumental to the process of confecting the due diligence and APA.

61. In the experience of Rock Creek and myself, the terms of the APA are well within market as regards the benefits to the Debtors, and represent a fair and equivalent value Transaction. Further, with the fiduciary out provisions, Rock Creek submits that the Transaction fully fulfills the fiduciary duties of the Debtors, as there are no constraints, upon either the Debtors or Rock Creek, after the filing of the bankruptcy cases, with respect to providing due diligence to prospective offerors or conducting negotiations with prospective offerors of any possible higher or better offer.

62. In the experience of Rock Creek, the Bidding Protections are also well within Market, as a 3% break-up fee is at or below the norm for a Transaction of this size (particularly given the complexity of the Debtors' business, the expansive employee base and need to hold it together, the financial calculations required, the IP and data security and privacy concerns, and the sheer amount of information that the Proposed Purchaser has had to digest (and the Debtors have had to produce)). The Proposed Purchaser is represented by a premier legal team (Weil, Gotshal & Manges), that deployed counsel from several of its practice groups (among them, restructuring, corporate transactions and M&A, employment, IP, data privacy and security). The Proposed Purchaser also employed other professionals to assist in its extensive diligence process.

63. The extent of the due diligence supplied by the Debtors and done by the Proposed Purchaser establishes both the validity of the Bidding Protections and as well the good faith and arms' length nature of the APA and Proposed Sale.

64. Given the speed with which the parties have moved and the required professionals to do the work in the time allowed, the expense cap of \$300,000 in all likelihood is far less than the amount expended by the Proposed Purchaser to date (and, what is more, this amount was negotiated from a far higher proposed amount). Note: this is not a legal opinion, but is an opinion as to the market and the reasonableness of the Bidding Protections within the market in which I work.

65. Rock Creek intends to continue its work through closing of either the Transaction under the APA or an Alternative Transaction (as defined therein), which by definition would have to be a higher and better transaction over and above the Purchase Price plus the Bidding Protections provided in the APA. Rock Creek believes that it is necessary and will be instrumental in working any proposed Alternative Transaction to ensure that the Fiduciary Out is a substantive possibility in the event of post-filing proposals.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 23rd day of April, 2024:

/s/ Heidi Lipton
Heidi Lipton, Managing Director
of Rock Creek Advisors, LLC

EXHIBIT A

January 23, 2024 Email

On Jan 23, 2024, at 11:58 AM, James Skelton <JSkelton@rockcreekfa.com> wrote:

Following e-mail was sent to the top 7 prospects mentioned by Paul San Soucie:

Dear _____:

We are reaching out to you based on your prior interest in Kologik. Rock Creek Advisors has now been engaged to conduct a sale process for the Company.

In advance of launching this process in the market, we wanted to bring you up to speed on our process/timing and discuss your potential interest in the opportunity.

Please let us know a good time for a call and we look forward to speaking with you.

Until then...

Best regards,

<Outlook- Logo.png>	<Outlook- Jim Skelton Logo.png> T: (949)-466-7303 E: jkelton@rockcreekfa.com www.rockcreekfa.com Helping Companies Navigate Change

EXHIBIT B

February 9, 2024 Email

Prakhar Sharma

Subject: Acquisition Opportunity – Kologik



Rock Creek Advisors (the “Sale Agent”) is contacting you regarding the sale of the assets of Kologik, LLC (the “Company” or “Kologik”). The sale includes all associated intellectual property, trademarks, partnerships, and licenses.

Kologik is a Software as a Service (SaaS) company specializing in software applications and support for law enforcement and public safety agencies. The Company creates software connecting small and medium-sized law enforcement departments to the information via user-friendly tools to streamline operations and keep officers and communities safe.

Their flagship offering is the Kologik Public Safety Platform, an integrated suite encompassing COPsync, Records Management System (RMS), Jail Management System (JMS), Computer-Aided Dispatch (CAD), and Campus Safe. Working in-sync, these tools boost officer efficiency, compliance, and safety. The Company focuses on small and medium-sized agencies due to the unique needs and budgets of these departments, offering affordable solutions with strong data privacy, security and customer service.

The Company has established deep penetration for its suite of solutions and services in the South-Central US, with promising growth across the US, including Georgia, Florida, and Missouri.

See Sale Memo and NDA links below for information on the Company, its platform, products, and leadership team. Rock Creek has been retained to sell the intellectual property assets of the Company. We will consider all offers of interest. **Term sheets, evidence of ability to close, and an asset purchase agreement (with a schedule of assets to be purchased) will be due by no later than Monday, March 4, 2024, at 5 pm ET, but we will accept indications of interest prior to that time.** We require an executed Confidentiality Agreement (see NDA link below) to provide access to a Confidential electronic data room with more Company information.

If there is another person at your firm who would be more appropriate to review this matter, please let us know and/or forward this information accordingly. Also, if your firm is not interested in pursuing this opportunity, we’d appreciate knowing in order not to continue to follow up with you.

Heidi Lipton
hlipton@rockcreekfa.com
Rock Creek Advisors, LLC

Jim Skelton
jskelton@rockcreekfa.com
Rock Creek Advisors, LLC

Prakhar Sharma
psharma@rockcreekfa.com
Rock Creek Advisors, LLC



RockCreekFA.com
[Linkedin](#)



SEC.363 SALE OF THE YEAR (\$10MM TO \$50MM)
CHAPTER 11 REORGANIZATION OF THE YEAR (\$10MM TO \$100MM)

EXHIBIT C

Sale Memo



Rock Creek Advisors (the “Sale Agent”) is contacting you regarding the Sale of Kologik, LLC (the “Company” or “Kologik”). This Offering and Executive Summary Memorandum (the “Memo”) provides an Overview, Market Landscape, Core Technology, and an outline of the Sale Process. Please note, this will be a 3-week sale process.

The timeframe and deadline are set forth below:

3-Week Process

Term Sheets Deadline: Monday, March 4th, 2024, 5 pm ET

DISCLAIMER: This Memorandum contains information regarding the Company’s business and operations, and the information contained herein has been prepared for the purpose of providing interested parties with general information to assist them in their evaluation of the Company’s business. Nothing contained in this Memorandum is, or shall be relied upon as, a promise or representation as to the past or future performance of the Company or their products. Interested parties must conduct their own due diligence.

OVERVIEW

About Kologik

Watch our *About Kologik* video to learn how Kologik's innovative public safety solutions can ensure officers stay connected and communities stay safer.

Ctrl-Click on this box to watch a video

Industry	SaaS for Public Safety
Founded	2015
Type	Privately Held
Company Size	44 Employees, including many Law Enforcement experts
Headquarters	Baton Rouge, LA

Kologik is a Software as a Service (**SaaS**) company specializing in **software applications and support for Law Enforcement/Public Safety** agencies

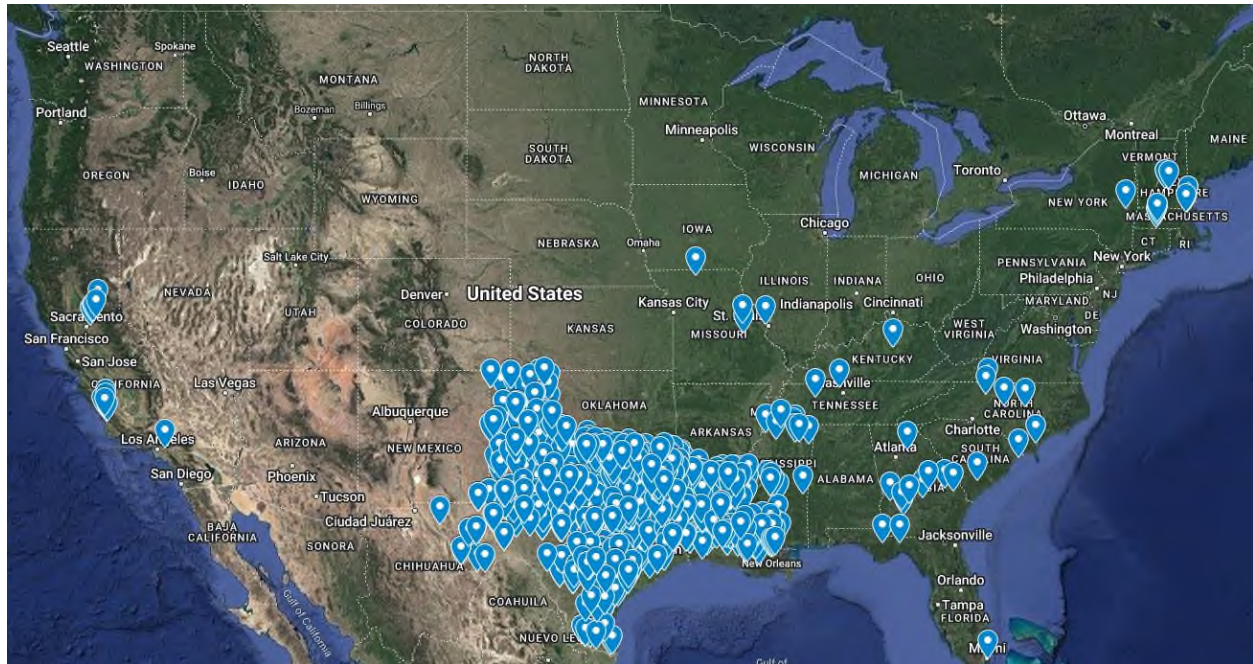
Kologik creates software that connects small and medium-sized law enforcement departments to the information they need to keep officers and communities safe.

Product offerings fall under 5 primary headings:

- **COPsync:** Real-time information sharing from the point of incident makes it simple for officers and administrators to exchange data.
- **Computer-Aided Dispatch (CAD):** A powerful and easy-to-use multi-agency dispatch solution for police, sheriff, fire, rescue and EMS departments.
- **Records Management System (RMS):** Easily record, store and manage data for your dispatchers, officers, first responders and investigators.
- **Jail Management System (JMS):** This comprehensive solution provides both inmate and facility management in one simple, intuitive package.
- **Campus Safe:** When a user issues an alert, Kologik's patented technology alerts the five nearest police officers regardless of agency and routes them to the incident.



Kologik's customer footprint includes deep penetration in the South-Central US, with promising growth across the US, including Georgia, Florida, and Missouri.



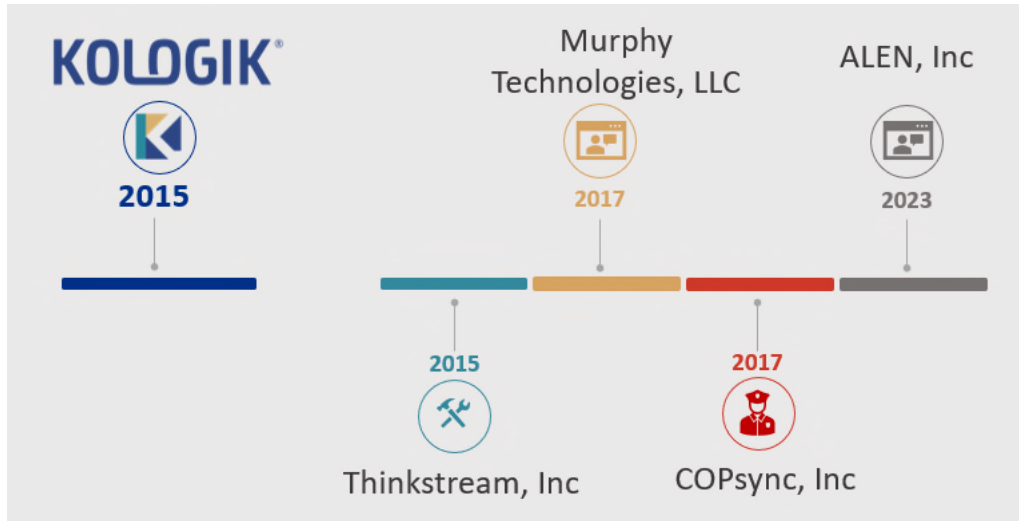
The Company currently employs **44 staff**, including 11 in sales/development, 25 in operations, product and customer support, and 8 in management/other.

Revenue for the trailing 12 months through November 2023 was **\$7.3MM** with a gross margin of **63%**.

COMPANY HISTORY

Kologik was founded in **2015**, with an initial acquisition of technology and contracts from **Thinkstream, Inc.** The product portfolio was expanded with the acquisition of **Murphy Technologies, LLC** in 2017 – bringing the CAD, RMS and JMS integrated platform to Kologik. Also in 2017, Kologik acquired **COPsync, Inc.**, a synergistic purchase given COPsync's large Texas presence and natural product fit.

More recently, in 2023, Alabama-based **ALEN, Inc.** was acquired, broadening Kologik's market reach. The ALEN acquisition also gave Kologik access to additional technologies for small agencies.



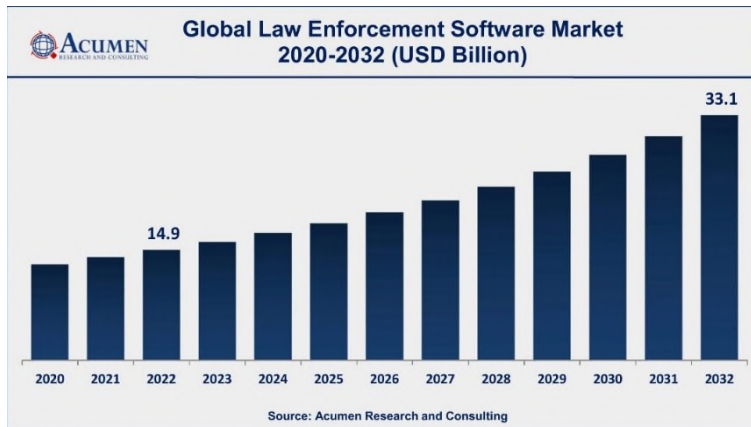
INTEGRATED PRODUCT MODEL

Kologik's core offering is a **fully integrated solution** from initial contact with a caller to dispatch to suspect apprehension to suspect booking:

For public safety software systems, interoperability and compliance are critical. That's why Kologik works with leading technology companies to ensure that its proprietary software integrates seamlessly across a wide range of products and technologies that are already in use:



GLOBAL PROJECTED GROWTH FOR LAW-ENFORCEMENT SAAS



CAGR of ~8.4% expected

Dominant market is North America

The market for law enforcement software has witnessed significant growth in recent years. Factors contributing to this growth include the increasing demand for effective crime prevention and reduction strategies, the need for better resource allocation and deployment, and the rising focus on data-driven policing. Law enforcement agencies are recognizing the potential of software solutions to streamline operations, improve collaboration, and enhance public safety. Additionally, the advancements in technology, such as artificial intelligence, machine learning, and big data analytics, have provided new opportunities for the development of sophisticated law enforcement software. Furthermore, the growing emphasis on the integration of software systems with mobile devices and the cloud has further fueled the market growth. (Source: Acumen Research and Consulting)

CUSTOMER PERCEPTIONS

Kologik offers market-tested, highly-scalable, integrated solutions to the Public Safety universe. Kologik's 2023 Net Promoter Score (NPS) of 48 comfortably exceeds the market benchmark (shown in the survey table below) for SaaS companies.



Source: [Retently 2023 survey](#)

The Company has received many very positive testimonials from customers over the years. Here are two recent examples – additional testimonials can be found [here](#):

Caldwell County, Texas (population 46,791) – Sheriff's Office – Captain Kirk Kuykendall

"Everything is done with the push of a button," says Kuykendoll. "The time savings alone is remarkable." Since moving to Kologik, Caldwell County estimates that overall processes are 30% faster. In addition, with all records now digital, the Sheriff's Office's costs for paper dropped dramatically. Most important, "everything is 100% accountable and trackable," he adds."

"With RMS, we're seeing a time savings of 50% or more for NIBRS reporting," Kuykendoll said. "Because of the way RMS asks questions while deputies are filing the reports, there is much less work to be completed when the NIBRS reports are due."

Sweetwater County, Texas (population 10,500) – Police Department – Asst. Chief Cory Stroman

Stroman acknowledges there were some bumps in the road during the transition to the new software, and it took some time for officers to learn the new RMS but when the department contacted Kologik for help, the response was immediate. "The very next day, Kologik had three of their staff in our office – a programmer, a customer service representative and a project manager. We spent that entire day going over

the system and looking at areas of concern,” says Stroman. “That was the turning point for me: What other company can I call and know that they’re going to care that much about us as a customer to come here in person to work with us?”

“My story with Kologik is about customer service,” he said. “I tell people about the bank I use in Sweetwater, the same bank that I’ve used since I was 15 years old. I get a very ‘Mayberry’ kind of feeling when I walk into the bank, and they know my name. And now to find that in a software company? I feel like I can reach out to the people I know at Kologik and we get that one-on-one care and attention.”

FINANCIAL RESULTS

- Total revenue for 2023 was \$7.35 million – this compares with \$6.75 million for 2022.
- Revenue from existing customers whose contracts came due in 2023 renewed at a 32% increase over previous year
- 2023 overall churn rate 4.7% which is less than the 5% target for SaaS companies
- Kologik’s acquisition of ALLEN, Kologik established customers in 5 additional states. This acquisition combined with its partnership with Nlets, allows Kologik to acquire and onboard customers in those states faster.
- Total number of customers over 1,100 agencies

Full financial results and projections will be provided upon signing of a Non-Disclosure Agreement.

PATENT PORTFOLIO

Kologik holds 7 patents on its proprietary technology, with another 3 patents pending, including:

- **7430587** – Distributed globally accessible information network
- **8019757** – Distributed globally accessible information network implemented to maintain universal accessibility
- **8364674** – Distributed globally accessible information network implemented to maintain universal accessibility

- **8600988** – Distributed globally accessible information network implemented with a local information network
- **8990197** – Distributed globally accessible information network implemented for retrieving in real time live data from a community information network
- **9047768** – Method, System and Computer Program for Law Enforcement
- **9143670** – Video Capturing System Including Two Independent Image Sensors
- **9,641,965** – Method, System and Computer Program Product for Law Enforcement
- **9,812,010** – Method, System and Computer Program Product for Law Enforcement
- **9,143,670** – Video Capture System Including Two Independent Image Sensors

The Company also holds a portfolio of trademarks and registered internet domain names

LEADERSHIP



Paul currently serves as our Chief Executive Officer, bringing with him over 20 years of experience in the government technology sector. With a focus on critical communications, he has spent more than 15 years specializing in project management, overseeing quality assurance, product development, and technical support teams.

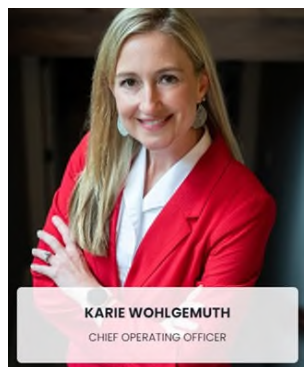
Paul has played a crucial role in the growth and maintenance of various projects, including the Kologik SaaS applications, the Louisiana Computerized Criminal History system, and the Florida Arrest Affidavit project. His dedication has been instrumental in the success and ongoing progress of these initiatives.

Before joining Kologik, Paul contributed significantly to law enforcement applications at Thinkstream Inc. His earlier experiences at WebTrends Corporation and Symantec Corporation, where he served as a quality assurance manager, equipped him with the skills to build and lead teams, implement quality assurance programs, and develop effective test methodologies for new products.



Matt is a passionate Sales Executive with over 20 years of experience building winning teams. His expertise is in creating systems and processes that allow sales professionals to thrive and bring their very best to work each day. Matt started in business learning directly from one of the greatest business leaders in American History, Dr. Stephen R. Covey. Due to those experiences, he values communication, transparency, and integrity in every interaction, both within his sales organization and with each customer. Matt has had the opportunity to work with leaders at companies like Microsoft, Boeing, Costco, Amazon.com, Starbucks and many others.

Matt does not simply develop sales reps – he is creating partners for our customer agencies that bring value in every interaction. The core of who we are at Kologik is empowering our customers with Dynamic Data that ensures faster and safer decisions. Matt's mission is building Dynamic Sales Teams that meet customers where they are but are also willing to challenge them to become more for their agency and the communities they serve.



Karie currently manages operations within Kologik. With more than 20 years of experience in the software industry, Karie ensures customers have a consistent experience from the solution sale to ongoing maintenance and support.

Prior to joining Kologik, Karie created the Customer Marketing department at Everbridge, which was designed to ensure existing customers get the most out of their purchased solutions and to showcase other software that can impact their ability to better manage critical events. One of Karie's core strengths is working across departments to ensure effective communication and collaboration.

Karie began her career at the Software Engineering Institute of Carnegie Mellon University, then started the training and customer service initiatives at the ESP Group, which expanded across multiple organizations. As Vice President of Corporate Marketing and Support Center Operations at NC4, she worked to ensure customers received top-tier customer service.

SALES PROCESS

We are considering all offers of interest for Kologik. To continue to grow, we are looking for a strategic investor to buy the company outright and/or provide additional capital.

Our objective is to sell the Company overall as a going concern entity to a strategic partner who can build on Kologik's strengths, including its intellectual property and know-how, market position, talented employees and contractors, client relationships and expanding business.

We are also open to an investment of capital to support the existing business in its current capacity.

I. IMPORTANT DATES

The following dates and deadlines apply in this sale process:

Final Term Sheet Deadline: Monday, March 4, 2024, 5 pm ET

II. DUE DILIGENCE AND PARTICIPATION

To participate in the sale process and conduct due diligence, we require a executed confidentiality agreement. Once signed, we will provide access to a secure virtual data room with additional information on the company and the marketplace.

SAFE HARBOR STATEMENT

This Memorandum contains forward-looking statements. These statements are made under the "safe harbor" provisions of the U.S. Private Securities Litigation Reform Act of 1995. These forward-looking statements can be identified by words or phrases such as "will," "expects," "anticipates," "future," "intends," "plans," "believes," "estimates" and similar statements. Among other things, the business outlook and statements provided by management contain forward-looking statements. Statements that are not historical facts, including statements about the Company's beliefs and expectations, are forward-looking statements. Forward-looking statements involve inherent risks and uncertainties. A number of important factors could cause actual results to differ materially from those contained in any forward-looking statement. Rock Creek does not undertake any obligation to update any forward-looking statement, except as required under applicable law.

CONTACTS

- Heidi Lipton - (917) 842-2652 - hlipton@rockcreekfa.com
- Christopher Moore - (772) 321-0805 - cmoore@rockcreekfa.com
- Prakhar Sharma - (202) 709-0070 - psharma@rockcreekfa.com

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EXHIBIT D

February 22, 2024 Email

From: James Skelton <JSkelton@rockcreekfa.com>

Sent: Thursday, February 22, 2024 2:08 PM

To: Jacobs, Matt <mjacobs@thomabravo.com>; Grady, Joe <jgrady@thomabravo.com>; cokely@thomabravo.com; justin.bryant@ontra.ai

Cc: Prakhar Sharma <PSharma@rockcreekfa.com>; Heidi Lipton <hlipton@rockcreekfa.com>

Subject: Kologik Acquisition Opportunity – Important Update

Importance: High

Hi,

We are following up to the e-mail below to provide prospective bidders with important additional information about Kologik and its sale process:

1. **Kologik Close to Signing a \$1.9M 3-Year SaaS Contract with a Police Department**

The company is close to locking in a 3-year contract with an additional 4th year as an option increasing its SaaS revenues on this contract alone totaling over \$1.9 million over the 3-year contract.

Kologik participated in a competitive Request for Proposal (RFP) process with this Police Department to purchase CAD, RMS, JMS, and mobile applications. Kologik had successfully implemented this agency in the past and is close to signing an extended contract.

2. **Kologik's 2023 Financial Statements and 2024 Forecasts**

The company's 2023 Financial Statements, with revenues exceeding plans, and an updated 2024 operating budget, supported by new customer contracts, will both be uploaded to the Kologik virtual data room by Friday, February 23rd and will be available to all prospective bidders who have returned signed NDAs (see attached).

3. **Updated Bid Deadline**

Given the overwhelming interest and due diligence requests resulting in information and process delays, we have decided to push the bid deadline one week to Monday, March 11th. If you need further diligence information or would like to arrange a Zoom meeting with the Kologik team, please let us know.

Thank you for your interest in the Kologik opportunity.



Jim Skelton

T: (949)-466-7303

E: jskelton@rockcreekfa.com | www.rockcreekfa.com

Helping Companies Navigate Change



Rock Creek Advisors (the “Sale Agent”) is contacting you regarding the sale of the assets of Kologik, LLC (the “Company” or “Kologik”). The sale includes all associated intellectual property, trademarks, partnerships, and licenses.

Kologik is a Software as a Service (SaaS) company specializing in software applications and support for law enforcement and public safety agencies. The Company creates software connecting small and medium-sized law enforcement departments to the information via user-friendly tools to streamline operations and keep officers and communities safe.

Their flagship offering is the Kologik Public Safety Platform, an integrated suite encompassing COPsync, Records Management System (RMS), Jail Management System (JMS), Computer-Aided Dispatch (CAD), and Campus Safe. Working in-sync, these tools boost officer efficiency, compliance, and safety. The Company focuses on small and medium-sized agencies due to the unique needs and budgets of these departments, offering affordable solutions with strong data privacy, security and customer service.

The Company has established deep penetration for its suite of solutions and services in the South-Central US, with promising growth across the US, including Georgia, Florida, and Missouri.

See Sale Memo and NDA links below for information on the Company, its platform, products, and leadership team. Rock Creek has been retained to sell the intellectual property assets of the Company. We will consider all offers of interest. **Term sheets, evidence of ability to close, and an asset purchase agreement (with a schedule of assets to be purchased) will be due by no later than Monday, March 4, 2024, at 5 pm ET, but we will accept indications of interest prior to that time.** We require an executed Confidentiality Agreement (see NDA link below) to provide access to a Confidential electronic data room with more Company information.

If there is another person at your firm who would be more appropriate to review this matter, please let us know and/or forward this information accordingly. Also, if your firm is not interested in pursuing this opportunity, we’d appreciate knowing in order not to continue to follow up with you.

Heidi Lipton
hlipton@rockcreekfa.com
Rock Creek Advisors, LLC

Jim Skelton
jskelton@rockcreekfa.com
Rock Creek Advisors, LLC

Prakhar Sharma
psharma@rockcreekfa.com
Rock Creek Advisors, LLC



RockCreekFA.com
[Linkedin](#)



SEC.363 SALE OF THE YEAR (\$10MM TO \$50MM)
CHAPTER 11 REORGANIZATION OF THE YEAR (\$10MM TO \$100MM)

The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information and is intended only for the use of the intended addressee. It is the property of Thoma Bravo, L.P. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by return e-mail and destroy this communication and all copies thereof, including all attachments.

EXHIBIT E

Stalking horse Bid Template

Date

Via E-Mail Only

**RE: Stalking Horse Bid Proposal
Case:**

Dear

_____ is pleased to extend the following proposal for the acquisition of the _____ (“Assets”). This proposal is subject to Bankruptcy Court approval of mutually acceptable Bidding and Sale Procedures, including without limitation the break-up fee and expense reimbursement referenced in paragraph 10 below, and is not binding on either party until the Court provides such approval in the form of a written order.

1. Seller: _____ (the “Seller”)
2. Purchaser: _____ (the “Purchaser”)
3. Assets: _____ (the “Assets”)
4. Stalking Horse Bid: \$ _____. The purchase price is allocated as follows, but is not to be considered separate bids for the individual components:
 - 1) _____
 - 2) _____
5. Deposit: Purchaser shall provide an earnest money deposit of 5% of the purchase price (\$ _____) to be held by the Seller in accordance with the Sale Procedures that shall be approved by the Court on _____. The approved Bidding Procedures shall require any other interested bidders to submit their bids along with a 5% deposit.
6. Prorations: As a condition of closing, the Seller and Purchaser shall agree on the proration of taxes, utilities and similar charges accrued through the date of closing, and all such accrued obligations shall be paid by the Seller on

the Closing Date from the cash proceeds paid by the Purchaser at Closing.

7. Purchase Agreement: Subject to Bankruptcy Court approval, Seller and Purchaser expressly agree that the purchase and sale of the Assets hereunder will be subject to the terms and conditions of a Bankruptcy Court Order which shall provide, without limitation, that Purchaser is deemed a good faith purchaser pursuant to Section 363(m) of the Bankruptcy Code and acquiring the Assets free and clear of all encumbrances, of any and every kind, nature and description.
8. Documentation: Subject to Bankruptcy Court approval, the Seller will prepare all documentation evidencing or effectuating the purchase and sale of the Assets hereunder.
9. Representations & Warranties: Free and clear title to the real and personal property as approved by the Bankruptcy Court.
- 10: Expense Reimbursement/Break-up Fee: Except as provided herein, each party will be responsible for the fees of their respective counsel. Purchaser will be responsible for all due diligence fees and expenses. In the event this proposal is accepted and the transactions outlined herein are finalized and closed, any and all sales, use and transfer taxes relating to the sale of the Assets, if applicable, shall be paid out of the Purchase Price proceeds.

In the event the Purchaser is not the successful bidder at the 363 sale, the Bidding procedures will provide for a break-up fee equal to xxx% of the Stalking Horse Bid, plus an expense reimbursement equal to \$_____.

11. Due Diligence: This proposal is not subject to any due diligence contingencies.
12. 363 Sale Date/Closing Target: Subject to Bankruptcy Court approval, Purchaser requests Seller/Trustee to seek a 363 sale date at the earliest date possible with the closing of the sale to occur as soon as possible thereafter, but in no event not later than _____ (the “Closing Date”).

13. Proposal Expiration: This proposal will expire by its own terms at 5:00 pm Eastern Standard time on _____, if not accepted and agreed to by Seller and Purchaser on or before that date.
14. Governing Law: This proposal will be governed by and construed in accordance with the laws of the State of _____ and/or the United States Bankruptcy Court for the District of _____, without regard to its principles of conflicts of laws.
- Disputes:

[SIGNATURE PAGE FOLLOWS]

If the terms and conditions of this proposal are acceptable to Seller, please execute and return to the undersigned.

Respectfully.

By: _____

Name: _____

Title: _____

AGREED TO AND ACKNOWLEDGED this _____ day of _____

By: _____

Name: _____

Title: _____

EXHIBIT F

March 6, 2024 Email

James Skelton

To:

Cc:Prakhar Sharma;Heidi Lipton

Wed 3/6/2024 9:30 AM

Good morning.

With all bids for **Kologik** now due by this coming Mon. March 11th, we just want to remind al prospective bidders of the following:

1. **All bids are due by no later than 5 PM on Monday, March 11th. Bids should be in writing and should be submitted to Rock Creek Advisors.**
2. **Rock Creek and **Kologik** continue to consider potential “stalking horse” bids. Should you have an interest in having your bid considered as a stalking horse, please contact Heidi Lipton directly prior to the bid deadline.**
3. **All due diligence must be complete by the bid deadline. Any remaining information requests or requests for management meetings should be directed to Prakhar Sharma immediately.**
4. **All bidders will be informed via separate e-mail following the bid deadline regarding the timing of any further auction in a bankruptcy process.**

Please do not hesitate to let us know any final questions that you may have at this point in the process.

Otherwise, Thank You for your interest in the **Kologik** acquisition opportunity, and we look forward to receiving your bid.

Best regards,



Jim Skelton

T: (949)-466-7303

E: jkskelton@rockcreekfa.com | www.rockcreekfa.com

Helping Companies Navigate Change

Hi,

We are following up to the e-mail below to provide prospective bidders with important additional information about **Kologik** and its sale process:

1. **Kologik Close to Signing a \$1.9M 3-Year SaaS Contract with a Police Department**

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Given the overwhelming interest and due diligence requests resulting in information and process delays, we have decided to push the bid deadline one week to Monday, March 11th. If you need further diligence information or would like to arrange a Zoom meeting with the **Kologik** team, please let us know.

Thank you for your interest in the **Kologik** opportunity.



Jim Skelton

T: (949)-466-7303

E: jskelton@rockcreekfa.com | www.rockcreekfa.com

Helping Companies Navigate Change

EXHIBIT G

Executed Term Sheet

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March 13, 2024

Via EMAIL



Re: Proposal to Purchase Kologik Assets

Dear Heidi:

Thank you for the time you have given us to date to learn more about Kologik (the “**Company**”). As a follow up to our discussions, we are submitting to you this non-binding letter of intent, which summarizes certain terms of a potential transaction by Project Sentinel Purchaser, LLC (“**Buyer**”), a portfolio company of GSV Management, LLC, to acquire all or substantially all of the outstanding assets of the Company (the “**Assets**”, it being understood that subject to diligence, any employee retention credits will be excluded from the Assets) from the Company (“**Seller**”). The potential acquisition of the Assets is referred to as the “**Transaction**” and Buyer and Seller are referred to collectively as the “**Parties**.” The terms in this Letter present Buyer’s preliminary ideas with respect to a Transaction, are not complete or exhaustive, and do not include all material terms that will need to be negotiated between the Parties in a Definitive Agreement.

The following outlines the preliminary terms of our potential Transaction.

1. Transaction; Indicative Purchase Price.

(a) Subject to the conditions and adjustments in this letter of intent (this “**Letter**”), based on the limited information Buyer has to date, and conditioned upon the execution by the Parties of the Definitive Agreement, at the closing of the Transaction, Buyer currently contemplates acquiring all of the Assets, free and clear of all, claims, interests liens, encumbrances, for a purchase price of \$24 million (the “**Purchase Price**”), payable in cash. The Transaction will be implemented following the commencement of Buyer’s chapter 11 case through sale of the Assets pursuant to section 363 of the Bankruptcy Code.

(b) Buyer has calculated the Purchase Price on the basis of information currently known to Buyer and on the basis of the following assumptions:

(i) the Assets will include a normalized level of working capital in an amount to be mutually agreed and will be delivered on a cash-free/debt-free basis.

(ii) Buyer will not assume pre-closing liabilities of any kind related to the Seller or the Company or their respective assets, including the Assets, for any period prior to and including the closing of the Transaction (the “**Bright Line Indemnity**”).

(iii) Seller will obtain, at Seller’s cost, all required third party consents, releases and approvals.

(iv) the Exclusivity Deposit (as defined below) will be credited against (and reduce) each of (x) the Purchase Price under the Definitive Agreement, and (y) the deposit

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required under the Definitive Agreement, which shall be the amount of \$1,000,000 (the “**Purchase Agreement Deposit**”).

(v) each of the following would be satisfied prior to closing by the Company and, if not, at closing out of the Purchase Price: (1) all transaction expenses for which the Seller is liable in connection with the Transaction; and (2) all employee and transaction related liabilities, including special bonuses and amounts due under any employee benefit plans, earned or accrued incentive compensation, commissions, and obligations of the Company to pay any amount to its employees upon consummation of the Transaction.)

2. Proposed Definitive Agreement. As soon as reasonably practicable after the execution of this Letter, the Parties intend to commence to negotiate a definitive purchase agreement (the “**Definitive Agreement**”) relating to the Transaction, to be drafted by Buyer’s counsel and which shall include the final definitive terms of the Transaction. The Parties shall also commence to negotiate ancillary agreements to be drafted by Buyer’s counsel. At the signing of the Definitive Agreement, the Purchase Agreement Deposit will be paid to a third-party escrow agent to be promptly released to the Buyer in accordance with the Definitive Agreement if the Transaction does not close and to the Seller if the Transaction does close. For the avoidance of doubt, the Purchase Agreement Deposit shall not constitute property of the Company’s estate during the pendency of any bankruptcy proceedings unless and until the Transaction closes or under the Definitive Agreement Buyer has breached its closing requirement, and shall be promptly returned to the Buyer if the Company enters into a transaction to sell the Assets to another party.

3. Conditions. Buyer’s obligation to close the potential Transaction will be subject to customary conditions, including (i) Buyer’s satisfactory completion of due diligence, (ii) the Parties’ execution of the Definitive Agreement and the ancillary agreements, (iii) receipt of any regulatory approvals and third-party consents, and (iv) final approval from GSV’s investment committee.

Buyer’s obligation to close the potential Transaction will also be subject to the following conditions:

- a. If the Transaction is not consummated (other than due to any material breach of the Buyer), whether resulting from a competing buyer purchasing the Assets, the Company or otherwise, then Buyer shall be entitled to (i) a breakup fee equal to three-percent (3%) of the Purchase Price (the “**Breakup Fee**”), (ii) reimbursement for its reasonable out-of-pocket costs, expenses, and fees expended in connection with the Transaction (not to exceed \$300,000), (iii) return of the Purchase Agreement Deposit and (iv) other customary bid protections (collectively, the “**Bid Protections**”).
- b. On the date on which the Seller commences a chapter 11 case (the “**Petition Date**”), the Seller shall file a motion (the “**Bid Protections Motion**”) with the bankruptcy court presiding over Seller’s chapter 11 case (the “**Bankruptcy Court**”) seeking entry of an Order (the “**Bid Protections Order**”) approving the Bid Protections, granting Buyer administrative expense status for any claims arising under the Bid Protections, and related relief, which motion shall be in form and substance acceptable to the Buyer.

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- c. The Seller shall seek emergency and immediate consideration of the Bid Protections Order and shall obtain entry of the Bid Protections Order no later than three (3) days following the Petition Date, which order shall be in form and substance acceptable to the Buyer.
- d. The Seller shall file a motion with the Bankruptcy Court seeking approval of the Transaction and Definitive Agreement (the “**Sale Motion**”). The Sale Motion, Definitive Agreement and the order approving the Sale Motion shall be in form and substance acceptable to the Buyer.

4. Due Diligence. Until the termination of this Letter in accordance with paragraph 7, Seller will authorize its management to allow Buyer and its advisors full access to the facilities, records, key employees, customers, suppliers and advisors of the Company for the purpose of completing Buyer’s due diligence review. Thereafter, our due diligence investigation will include a complete review of the financial, accounting, legal, tax, environmental, intellectual property, insurance, technology, employment, and labor records and agreements of the Company, and any other matters as Buyer’s accountants, tax and legal counsel, and other advisors deem relevant, including site visits, customers checks and management reference checks.

5. Covenants. Until the termination of this Letter in accordance with paragraph 7, the Company will maintain the Company’s business and employees, customers, assets and operations as an ongoing concern in accordance with past practice.

6. Exclusivity. Promptly following the execution of this Letter, Buyer will deposit \$150,000 (the “**Exclusivity Deposit**”) in the Company’s account and in consideration therefor, the Seller and the Company will provide Buyer with an exclusivity period (the “**Exclusivity Period**”) starting from the date of execution of this Letter through April 5, 2024. Thereafter, the Exclusivity Period may only be extended upon written agreement of the Parties. During the Exclusivity Period neither the Seller nor any of its representatives, officers, employees, directors, agents, stockholders, subsidiaries or affiliates (the “**Seller Group**”) shall (i) initiate, solicit, entertain, negotiate, accept or discuss, directly or indirectly, any proposal or offer from any person or group of persons other than Buyer and its affiliates (an “**Acquisition Proposal**”) to acquire all or any portion of the Company’s ownership interests or the Company’s business or assets, whether by merger, purchase of stock, purchase of assets, tender offer, recapitalization, restructuring or otherwise, (ii) provide any non-public information to any third party in connection with an Acquisition Proposal or (iii) enter into any agreement, arrangement or understanding requiring it to abandon, terminate or fail to consummate the Transaction with Buyer. The Seller agrees to immediately notify Buyer if any member of the Seller Group receives any indications of interest, requests for information or offers in respect of an Acquisition Proposal, and will communicate to Buyer in reasonable detail the terms of any such indication, request or offer. Immediately upon execution of this Letter, the Company shall, and shall cause the Seller Group to, terminate any and all existing discussions or negotiations with any person or group of persons other than Buyer and its affiliates regarding an Acquisition Proposal. The Company represents that no member of the Seller Group is party to or bound by any agreement with respect to an Acquisition Proposal other than under this Letter. Notwithstanding anything herein to the contrary, the Company shall be responsible for, and

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shall indemnify and hold harmless Buyer against, any breaches of this paragraph 6 by any member of the Seller Group.

7. Termination. This Letter will automatically terminate and be of no further force and effect upon the earlier of (i) execution of the Definitive Agreement by Buyer and Seller, (ii) mutual agreement of Buyer and Seller, (iii) the end of the Exclusivity Period in accordance with paragraph 6, and (iv) Buyer's delivery of written notice to Seller of its intention to terminate any further negotiation regarding a potential Transaction. Notwithstanding anything in the previous sentence, paragraphs 8-10 shall survive the termination of this Letter and the termination of this Letter shall not affect any rights any Party has with respect to the breach of this Letter by another Party prior to such termination. If this Letter terminates for any of the reasons (iii) or (iv) in this Paragraph 7, the Exclusivity Deposit shall as of termination be the property of Seller.

8. Expenses. The Company will pay its own transaction expenses, including the fees and expenses of brokers, investment bankers and other advisors, incurred in connection with the proposed Transaction. The Company shall indemnify and hold the Buyer harmless from all losses or claims resulting from any broker, investment banker or advisor employed by the Buyer in connection with the Transaction.

9. No Binding Agreement. This Letter reflects the intention of the Parties, but for the avoidance of doubt neither this Letter nor its acceptance shall give rise to any legally binding or enforceable obligation on any Party, except with regard to paragraphs 4 - 10 hereof. No correspondence, oral statements or course of conduct between the Parties shall alter the non-binding nature of this Letter or the Parties' dealings as set forth in the preceding sentence. Each Party hereby irrevocably waives any and all duties to any other Party arising out of this Letter or the contemplated transactions, including, without limitation, any duty of good faith to explore or enter into a Transaction. No contract or agreement providing for any transaction involving the Company shall be deemed to exist between Seller and Buyer and any of its affiliates unless and until a final Definitive Agreement has been executed and delivered by Seller and Buyer. Except for Seller's and the Company's obligations under paragraph's 4-6, neither Seller nor Buyer are obligated to negotiate or continue negotiating with respect to a potential Transaction on any basis.

10 Miscellaneous. THIS LETTER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE. This Letter is confidential to the Parties and their representatives and is subject to the confidentiality agreement entered into between Buyer and Seller (or an affiliate thereof), which continues in full force and effect. Except as specifically set forth or referred to herein, nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this Letter; provided this Letter may be assigned by GSV Management, LLC to any of its affiliates, portfolio companies or special purpose vehicles. This Letter may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

[SIGNATURE PAGE FOLLOWS]

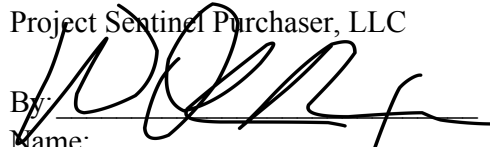
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If you are in agreement with the terms set forth above, please sign this Letter in the space provided below and return an executed copy.

This indication of intent to consider a potential Transaction will remain in effect until 11:59 pm ET on March 14, 2024, unless accepted or rejected by Sellers, or withdrawn by Buyer prior to that time.

Very truly yours,

Project Sentinel Purchaser, LLC

By: 

Name:

Title:

Agreed to and accepted:

SELLER / COMPANY:

Kologik

By: 

Name: Paul San Soucie

Title: CEO

Date: 03/14/2024

Banks

DEBTOR	BANK	ADDRESS OF BANK	TYPE	ACCOUNT NUMBER
Kologik, LLC	Mississippi River Bank Cash Collateral	8435 Highway 23, Belle Chasse, LA 70037	Depository	xxxx6111
Kologik, LLC	Hancock Whitney Money Market Account	PO Box 4019, Gulfport, MS 39502-4019	Depository	xxxx8256
Kologik, LLC	Hancock Whitney	PO Box 4019, Gulfport, MS 39502-4019	Operating Account	xxxx6020

Kologik 13 Week Cash Outlook at 4-23-24

Using Invoicing Data from Quickbooks

Prepared 4-23-24

Week Beginning

Week Ending

Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
4/23/2024	4/27/2024	5/4/2024	5/11/2024	5/18/2024	5/25/2024	6/1/2024	6/8/2024	6/15/2024	6/22/2024	6/29/2024	7/6/2024	7/13/2024	
4/26/2024	5/3/2024	5/10/2024	5/17/2024	5/24/2024	5/31/2024	6/7/2024	6/14/2024	6/21/2024	6/28/2024	7/5/2024	7/12/2024	7/19/2024	

Cash Beginning Balance: all banks at 4-23-24

844,141	561,828	409,216	409,619	250,754	301,042	347,582	141,507	192,854	58,173	160,902	653,828	681,256

Cash Inflows

Hancock Whitney/Novo customer deposits

27,594	63,512	54,925	54,259	98,209	84,931	73,449	84,469	70,743	141,120	757,050	85,549	80,743

Deposits at MRB Not Available

(118,285)

Deposit from GSV Not Available

(150,000)

Trade show refund

Total Cash Inflows

(240,691)	63,512	54,925	54,259	98,209	84,931	73,449	84,469	70,743	141,120	757,050	85,549	80,743

Cash Outflows

Payroll + commissions

	171,502		171,502			171,502		171,502		171,502		180,077

1099/Contractors

Benefits

		21,400				21,400					25,000	

Bonus

Rent

				2,300	3,769			2,300	3,769			2,300

Insurance Monthly Financed Premiums

	3,000	1,500			3,000		1,500		3,000		1,500	

US Trustee Qtrly Inv 1st Due 1/15/24 - \$6k est.

										6,000		

Bankruptcy Legal Bills - Kelly Hart

						30,000				30,000		

Bankruptcy Creditors Committee Fees

						25,000				25,000		

Old Critical Vendor - 3 Cloud

10,000	10,000		10,000	14,000								

COGS Expenses excl payroll

14,769	14,769	14,769	14,769	14,769	14,769	14,769	14,769	14,769	14,769	14,769	14,769	19,769

Overhead excluding Payroll, Benefits, Rent

16,853	16,853	16,853	16,853	16,853	16,853	16,853	16,853	16,853	16,853	16,853	16,853	16,853

Total Cash Outflows

41,622	216,124	54,522	213,124	47,922	38,391	279,524	33,122	205,424	38,391	264,124	58,122	218,999

Available Cash Ending Balance

561,828	409,216	409,619	250,754	301,042	347,582	141,507	192,854	58,173	160,902	653,828	681,256	542,999

Net Cash In (Out)

(282,313)	(152,612)	403	(158,865)	50,287	46,540	(206,075)	51,347	(134,681)	102,729	492,926	27,427	(138,256)

Accounts Receivable

Accounts Receivable BB (1-90 Days)

497,357	469,763	406,251	401,326	726,400	628,191	1,205,759	1,182,311	1,097,841	1,530,931	1,389,811	632,761	597,212

Invoices

			379,333		662,500			503,833				321,333

GCOM-contract ends 6-30-24

		50,000				50,000					50,000	

Jackson PD-contract ends 2/20/24

Collections

(27,594)	(63,512)	(54,925)	(54,259)	(98,209)	(84,931)	(73,449)	(84,469)	(70,743)	(141,120)	(757,050)	(85,549)	(80,743)

Accounts Receivable EB (1-90 Days)

469,763	406,251	401,326	726,400	628,191	1,205,759	1,182,311	1,097,841	1,530,931	1,389,811	632,761	597,212	837,802

Collections as % of AR

5.55%	13.52%	13.52%	13.52%	13.52%	13.52%	6.09%	7.14%	6.44%	9.22%	54.47%	13.52%	13.52%

% AR collected over \$1mm

Accounts Receivable BB (91+ Days)

89,843	89,843	89,843	89,843	89,843	89,843	89,843	89,843	89,843	89,843	89,843	89,843	89,843

Invoices Moved Over

-	-	-	-	-	-	-	-	-	-	-	-	-

Collections

Accounts Receivable EB (1-90 Days)

89,843	89,843	89,843	89,843	89,843	89,843	89,843	89,843	89,843	89,843	89,843	89,843	89,843

Total A/R BB

587,200	559,606	496,094	491,169	816,243	718,034	1,295,602	1,272,154	1,187,685	1,620,775	1,479,655	722,604	687,055

Total A/R EB

559,606	496,094	491,169	816,243	718,034	1,295,602	1,272,154	1,187,685	1,620,775	1,479,655	722,604	687,055	927,645

average collection last 16 weeks

19.10%

Actual Collection Rate for Week 4/13/24-4/19/24 18.10%

Actual Collection Rate for Week 4/6/24-4/12/24 38.92%

Actual Collection Rate for Week 3/30/24-4/5/24 13.80%

Actual Collection Rate for Week 3/23/24-3/29/24 65.12%

Actual Collection Rate for Week 3/16/24-3/22/24 7.77%

Actual Collection Rate for Week 3/9/24-3/15/24 17.24%

Actual Collection Rate for Week 3/2/24-3/8/24 22.06%

Actual Collection Rate for Week 2/24/24-3/1/24 11.27%

Actual Collection Rate for Week 2/17/24-2/23/24 16.61%

Actual Collection Rate for Week 2/10/24-2/16/24 21.91%

Actual Collection Rate for Week 2/3/24-2/9/24 6.79%

Actual Collection Rate for Week 1/28/24-2/2/24 12.40%

Actual Collection Rate for Week 1/20/24-1/27/24 17.96%

Actual Collection Rate for Week 1/13/24-1/19/24 5.46%

Actual Collection Rate for Week 1/6/24-1/12/24 20.22%

Actual Collection Rate for Week 12/30/23-1/5/24 9.88%

**Louisiana Secretary of State
UCC Filing Detail
(Not a Certified Copy)**

Notice: All Filings after 3/28/2024 are subject to change or removal.

Original File#: 38-16-11
Filed: 1/7/2016 at 11:13 AM
Parish: PLAQUEMINES
Debtors: (1)

THINKSTREAM ACQUISITION, LLC
 Tax ID: #####0000
 2638 S. SHERWOOD FOREST, SUITE 222
 BATON ROUGE, LA 70816

Original Secured Parties: (1)

MISSISSIPPI RIVER BANK
 Tax ID#: #####0000
 8435 HIGHWAY 23
 BELLE CHASSE, LA 70037

Property:

ALL ACCOUNTS; WHETHER ANY OF THE FOREGOING IS OWNED NOW OR ACQUIRED LATER; ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, AND SUBSTITUTIONS RELATING TO ANY OF THE FOREGOING; ALL RECORDS OF ANY KIND RELATING TO ANY OF THE FOREGOING.

Subsequent Filings: (4)

Type	Details
Amendment:	38-18-208 filed on 3/8/2018 at 2:36 PM PARTY INFORMATION CHANGE TO ADD DEBTOR'S NAMES: DBA: KOLOGIK, AND DBA: COPSYN
Amendment:	38-18-521 filed on 5/21/2018 at 10:31 AM DEBTOR INFORMATION CHANGE: CHANGE NAME AND/OR ADDRESS OF DEBTOR TO KOLOGIK LLC, 2638 S. SHERWOOD FOREST, SUITE 222, BATON ROUGE, LA 70816 Debtors: (2) KOLOGIK LLC Tax ID: #####0000Tax ID: 2638 S. SHERWOOD FOREST, SUITE 222 BATON ROUGE, LA 70816 DBA: COPSYN Tax ID: #####0000Tax ID: 2638 S. SHERWOOD FOREST DR, STE 222 BATON ROUGE, LA 70816
Continuation:	38-21-265 filed on 1/7/2021 at 10:56 AM
Assignment:	38-23-1804 filed on 10/2/2023 at 10:01 AM Assignees: (1) LAFACOR, LLC Tax ID: #####0000 698 STONEHILL ROAD FOLSOM, LA 70437

[Print](#)

Louisiana Secretary of State
UCC Filing Detail
(Not a Certified Copy)

Notice: All Filings after 3/28/2024 are subject to change or removal.

Original File#: 36-2023-10285

Filed: 4/4/2023 at 12:24 PM

Parish: ORLEANS

Debtors: (2)

KOLOGIK LLC

Tax ID: #####0000

301 MAIN STREET, SUITE 810

BATON ROUGE, LA 70801

KOLOGIK CAPITAL, LLC

Tax ID: #####0000

301 MAIN STREET, SUITE 810

BATON ROUGE, LA 70801

Original Secured Parties: (1)

TSB VENTURES, LLC

Tax ID#: #####0000

698 STONEHILL ROAD

FOLSOM, LA 70437

Property:

ALL GOODS, INVENTORY, CONTRACT RIGHTS, GENERAL INTANGIBLES, SOFTWARE, INTELLECTUAL PROPERTY (INCLUDING PATENTS, TRADEMARKS, TRADE NAMES, AND COPYRIGHTS AND ALL CAUSES OF ACTION FOR INFRINGEMENT THEREOF), GOODWILL, ACCOUNTS, INSTRUMENTS, DOCUMENTS, DOCUMENTS OF TITLE, LETTER-OF (SEE ORIGINAL)

Print

**Louisiana Secretary of State
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Notice: All Filings after 3/28/2024 are subject to change or removal.

Original File#: 36-2020-35142

Filed: 9/30/2020 at 2:48 PM

Parish: ORLEANS

Debtors: (1)

KOLOGIK CAPITAL, LLC
Tax ID: #####0000
301 MAIN ST., SUITE 810
BATON ROUGE, LA 70816

Original Secured Parties: (1)

J. BART KELLY, III
Tax ID#: #####0000
1363 W. CO. HWY 30-A
SANTA ROSA BEACH, FL 32459

Property:

ALL ACCOUNTS AND ALL PROCEEDS THEREOF

Print

**Louisiana Secretary of State
UCC Filing Detail
(Not a Certified Copy)**

Notice: All Filings after 3/28/2024 are subject to change or removal.

Original File#: 17-1493734
Filed: 1/3/2022 at 11:01 AM
Parish: EAST BATON ROUGE
Debtors: (2)

KOLOGIK CAPITAL, LLC
Tax ID: #####0000
301 MAIN STREET
SUITE 810
BATON ROUGE, LA 70801

KOLOGIK LLC
Tax ID: #####0000
301 MAIN STREET
SUITE 810
BATON ROUGE, LA 70801

Original Secured Parties: (1)

RIVA RIDGE MASTER FUND LTD
Tax ID#: #####0000
55 5TH AVENUE
SUITE 1808
NEW YORK, NY 10003

Property:

ALL ASSETS NOW OWNED OR HEREAFTER ACQUIRED.

Print

**Louisiana Secretary of State
UCC Filing Detail
(Not a Certified Copy)**

Notice: All Filings after 3/28/2024 are subject to change or removal.

Original File#: 36-2023-29524

Filed: 9/18/2023 at 4:20 PM

Parish: ORLEANS

Debtors: (2)

KOLOGIK LLC

Tax ID: #####0000

301 MAIN STREET, SUITE 810

BATON ROUGE, LA 70801

KOLOGIK CAPITAL, LLC

Tax ID: #####0000

301 MAIN STREET, SUITE 810

BATON ROUGE, LA 70801

Original Secured Parties: (1)

LAFACOR, LLC

Tax ID#: #####0000

698 STONEHILL ROAD

FOLSOM, LA 70437

Property:

ALL GOODS, INVENTORY, CONTRACT RIGHTS, GENERAL INTANGIBLES, SOFTWARE, INTELLECTUAL PROPERTY(INCLUDING PATENTS, TRADEMARKS, TRADE NAMES, AND COPYRIGHTS AND ALL CAUSES OF ACTION FOR INFRINGEMENT THEREOF), GOODWILL, ACCOUNTS, INSTRUMENTS, DOCUMENTS, DOCUMENTS OF TITLE,LETTER-OF-CREDIT (SEE ORIGINAL)

Print

**Louisiana Secretary of State
UCC Filing Detail
(Not a Certified Copy)**

Notice: All Filings after 3/28/2024 are subject to change or removal.

Original File#: 38-16-11

Filed: 1/7/2016 at 11:13 AM

Parish: PLAQUEMINES

Debtors: (1)

THINKSTREAM ACQUISITION, LLC
Tax ID: #####0000
2638 S. SHERWOOD FOREST, SUITE 222
BATON ROUGE, LA 70816

Original Secured Parties: (1)

MISSISSIPPI RIVER BANK
Tax ID#: #####0000
8435 HIGHWAY 23
BELLE CHASSE, LA 70037

Property:

ALL ACCOUNTS; WHETHER ANY OF THE FOREGOING IS OWNED NOW OR ACQUIRED LATER; ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, AND SUBSTITUTIONS RELATING TO ANY OF THE FOREGOING; ALL RECORDS OF ANY KIND RELATING TO ANY OF THE FOREGOING.

Subsequent Filings: (4)

<u>Type</u>	<u>Details</u>
Amendment:	38-18-208 filed on 3/8/2018 at 2:36 PM PARTY INFORMATION CHANGE TO ADD DEBTOR'S NAMES: DBA: KOLOGIK, AND DBA: COPSYNC
Amendment:	38-18-521 filed on 5/21/2018 at 10:31 AM DEBTOR INFORMATION CHANGE: CHANGE NAME AND/OR ADDRESS OF DEBTOR TO KOLOGIK LLC, 2638 S. SHERWOOD FOREST, SUITE 222, BATON ROUGE, LA 70816
	Debtors: (2)
	KOLOGIK LLC Tax ID: #####0000Tax ID: 2638 S. SHERWOOD FOREST, SUITE 222 BATON ROUGE, LA 70816
	DBA: COPSYNC Tax ID: #####0000Tax ID: 2638 S. SHERWOOD FOREST DR, STE 222 BATON ROUGE, LA 70816
Continuation:	38-21-265 filed on 1/7/2021 at 10:56 AM
Assignment:	38-23-1804 filed on 10/2/2023 at 10:01 AM
	Assignees: (1)
	LFACTOR, LLC Tax ID: #####0000 698 STONEHILL ROAD FOLSOM, LA 70437

Print

**Louisiana Secretary of State
UCC Filing Detail
(Not a Certified Copy)**

Notice: All Filings after 3/28/2024 are subject to change or removal.

Original File#: 36-2017-42581

Filed: 11/2/2017 at 4:40 PM

Parish: ORLEANS

Debtors: (1)

THINKSTREAM ACQUISITION, LLC
Tax ID: #####3729
2638 S. SHERWOOD FOREST, SUITE 222
BATON ROUGE, LA 70816

Original Secured Parties: (1)

TSB VENTURES, LLC
Tax ID#: #####0000
698 STONEHILL ROAD
FOLSON, LA 70437

Property:

ALL INVENTORY; ALL INSTRUMENTS; ALL ACCOUNTS; ALL DOCUMENTS; ALL CHATTEL PAPER INCLUDING ELECTRONIC CHATTEL PAPER AND TANGIBLE CHATTEL PAPER; ALL EQUIPMENT; ALL DEPOSIT ACCOUNTS; ALL GENERAL INTANGIBLES INCLUDING ALL PAYMENT INTANGIBLES AND ALL SOFTWARE; ALL LETTERS OF CREDIT AND (SEE ORIGINAL)

Subsequent Filings: (3)

Type	Details
Amendment:	36-2021-15052 filed on 4/6/2021 at 4:40 PM PARTY INFORMATION DEBTOR NAME AND ADDRESS CHANGE: THINKSTREAM ACQUISITIONS, LLC 2638 S SHERWOOD FOREST SUITE 222 BATON ROUGE LA 70816 TO KOLOGIK LLC 310 MAIN ST, SUITE 810 BATON ROUGE LA 70801 Debtors: (1) KOLOGIK LLC Tax ID: #####3729Tax ID: 310 MAIN ST., SUITE 810 BATON ROUGE, LA 70801
Continuation:	36-2022-26350 filed on 6/30/2022 at 4:01 PM
Amendment:	36-2022-26351 filed on 6/30/2022 at 4:01 PM ADDRESS CHANGE FOR DEBTOR FROM 310 MAIN STREET SUITE 810 TO 301 MAIN STREET, SUITE 810 BATON ROUGE LA 70801 Debtors: (1) KOLOGIK LLC Tax ID: #####3729Tax ID: 301 MAIN ST., SUITE 810 BATON ROUGE, LA 70801

Print

Louisiana Secretary of State
UCC Filing Detail
(Not a Certified Copy)

Notice: All Filings after 3/28/2024 are subject to change or removal.

Original File#: 38-20-232

Filed: 2/3/2020 at 9:41 AM

Parish: PLAQUEMINES

Debtors: (3)

KOLOGIK LLC

Tax ID: #####0000

3837 PLAZA TOWER DRIVE, SUITE C

BATON ROUGE, LA 70816

DBA:THINKSTREAM, INC.

Tax ID: #####0000

2638 S. SHERWOOD FOREST DR, STE 222

BATON ROUGE, LA 70816

DBA:COPSYNC, INC.

Tax ID: #####0000

2638 S. SHERWOOD FOREST DR, STE 222

BATON ROUGE, LA 70816

Original Secured Parties: (1)

MISSISSIPPI RIVER BANK

Tax ID#: #####0000

POST OFFICE BOX 607

BELLE CHASSE, LA 70037

Property:

ALL INTELLECTUAL PROPERTY OWNED BY KOLOGIK, LLC AND ITS SUBSIDIARIES, WHETHER PRESENTLY EXISTING OR HEREAFTER CREATED, ACQUIRED OR FILED INCLUDING BUT NOT LIMITED TO: SEE ATTACHED EXHIBIT; WHETHER ANY OF THE FOREGOING IS OWNED NOW OR ACQUIRED LATER; ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, AND

Subsequent Filings: (1)

Type

Details

Assignment: 38-23-1802 filed on 10/2/2023 at 9:58 AM

Assignees: (1)

LAFACOR, LLC

Tax ID: #####0000

698 STONEHILL ROAD

FOLSOM, LA 70437

Print

**Louisiana Secretary of State
UCC Filing Detail
(Not a Certified Copy)**

Notice: All Filings after 3/28/2024 are subject to change or removal.

Original File#: 36-2021-15053

Filed: 4/6/2021 at 4:40 PM

Parish: ORLEANS

Debtors: (1)

KOLOGIK LLC
Tax ID: #####1729
310 MAIN STREET, SUITE 810
BATON ROUGE, LA 70801

Original Secured Parties: (1)

TSB VENTURES, LLC
Tax ID#: #####0000
698 STONEHILL ROAD
FOLSOM, LA 70437

Property:

ALL INVENTORY, AL NSTRUMENTS; ALL ACCOUNTS;ALL DOCUMENTS; ALL CHATTEL PAPER INCLUDING ELECTRONIC CHATTEL PAPER AND TANGIBLE CHATTEL PAPER; ALL EQUIPMENT; ALL DEPOSIT ACCOUNTS; ALL GENERAL INTANGIBLES INCLUDING ALL PAYMENT INTANGIBLES AND ALL SOFTWARE; ALL LETTERS OF CREDIT AND LETTER (SEE ORIGINAL)

Print

**Louisiana Secretary of State
UCC Filing Detail
(Not a Certified Copy)**

Notice: All Filings after 3/28/2024 are subject to change or removal.

Original File#: 17-1493734

Filed: 1/3/2022 at 11:01 AM

Parish: EAST BATON ROUGE

Debtors: (2)

KOLOGIK CAPITAL, LLC
Tax ID: #####0000
301 MAIN STREET
SUITE 810
BATON ROUGE, LA 70801

KOLOGIK LLC
Tax ID: #####0000
301 MAIN STREET
SUITE 810
BATON ROUGE, LA 70801

Original Secured Parties: (1)

RIVA RIDGE MASTER FUND LTD
Tax ID#: #####0000
55 5TH AVENUE
SUITE 1808
NEW YORK, NY 10003

Property:

ALL ASSETS NOW OWNED OR HEREAFTER ACQUIRED.

Print

**Louisiana Secretary of State
UCC Filing Detail
(Not a Certified Copy)**

Notice: All Filings after 3/28/2024 are subject to change or removal.

Original File#: 36-2023-10285

Filed: 4/4/2023 at 12:24 PM

Parish: ORLEANS

Debtors: (2)

KOLOGIK LLC

Tax ID: #####0000

301 MAIN STREET, SUITE 810

BATON ROUGE, LA 70801

KOLOGIK CAPITAL, LLC

Tax ID: #####0000

301 MAIN STREET, SUITE 810

BATON ROUGE, LA 70801

Original Secured Parties: (1)

TSB VENTURES, LLC

Tax ID#: #####0000

698 STONEHILL ROAD

FOLSOM, LA 70437

Property:

ALL GOODS, INVENTORY, CONTRACT RIGHTS, GENERAL INTANGIBLES, SOFTWARE, INTELLECTUAL PROPERTY (INCLUDING PATENTS, TRADEMARKS, TRADE NAMES, AND COPYRIGHTS AND ALL CAUSES OF ACTION FOR INFRINGEMENT THEREOF), GOODWILL, ACCOUNTS, INSTRUMENTS, DOCUMENTS, DOCUMENTS OF TITLE, LETTER-OF (SEE ORIGINAL)

Print

**Louisiana Secretary of State
UCC Filing Detail
(Not a Certified Copy)**

Notice: All Filings after 3/28/2024 are subject to change or removal.

Original File#: 36-2023-29524

Filed: 9/18/2023 at 4:20 PM

Parish: ORLEANS

Debtors: (2)

KOLOGIK LLC

Tax ID: #####0000

301 MAIN STREET, SUITE 810

BATON ROUGE, LA 70801

KOLOGIK CAPITAL, LLC

Tax ID: #####0000

301 MAIN STREET, SUITE 810

BATON ROUGE, LA 70801

Original Secured Parties: (1)

LFACTOR, LLC

Tax ID#: #####0000

698 STONEHILL ROAD

FOLSOM, LA 70437

Property:

ALL GOODS, INVENTORY, CONTRACT RIGHTS, GENERAL INTANGIBLES, SOFTWARE, INTELLECTUAL PROPERTY(INCLUDING PATENTS, TRADEMARKS, TRADE NAMES, AND COPYRIGHTS AND ALL CAUSES OF ACTION FOR INFRINGEMENT THEREOF), GOODWILL, ACCOUNTS, INSTRUMENTS, DOCUMENTS, DOCUMENTS OF TITLE,LETTER-OF-CREDIT (SEE ORIGINAL)

Print

Provider and Address	Account	Type
Atmos Energy P.O. Box 740353, Cincinnati, OH 45274-0353	4043151380	Electric
Spectrum PO Box 94188, Palatine, IL, 60094-4188	8311-22-027-0318422	Internet
Verizon Po Box 660108 Dallas, TX 75266-0108		Cell phones and MiFi devices
Fusion P.O. BOX 411470 Boston, MA 02241-1289	2120564	Phone line

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

-----X	:	
In re	:	Chapter 11
	:	
Kologik, LLC, et al.,¹	:	Case No. 24-10311
	:	
Debtors.	:	(Joint Administration Requested)
	:	

**DECLARATION IN SUPPORT OF DEBTORS' EMERGENCY MOTION FOR ENTRY
OF INTERIM AND FINAL ORDERS AUTHORIZING PAYMENT OF
COMPENSATION COMMENSURATE WITH PRE-PETITION PAYMENTS TO
SPECIFIED INSIDERS**

Pursuant to 28 U.S.C. § 1746, I declare:

1. I, Paul San Soucie, am of the full age of majority and possess the requisite legal capacity to make and sign this declaration (the "Declaration"). The statements made herein are true and correct to the best of my knowledge, information, and belief.
2. I have reviewed the *Debtors' Emergency Motion for Entry of Interim and Final Orders Authorizing Payment of Compensation Commensurate with Pre-Petition Payments to Specific Insiders* (the "Insiders Motion"). I verify that the statements contained are accurate.
3. I have been employed with Kologik, LLC since December 1, 2018 . I am currently Chief Executive Officer of Kologik, LLC. Prior to the filing of these Chapter 11 Cases, I received monthly compensation from Kologik LLC in the approximate amount of \$16,666.676. I also received employee benefits from Kologik LLC as set forth in the Insiders Motion.
4. My services have expanded preparing for the sale of assets of Kologik LLC and these Chapter 11 Cases, but I have not received any increase in compensation.
5. I believe that my compensation and benefits from Kologik are reasonable and fairly compensate me for the services I have and will continue to provide to the Debtors.

SIGNATURE ON FOLLOWING PAGE

¹ The debtors and debtors in possession these chapter 11 cases (the "Chapter 11 Cases"), along with the last four digits of their respective Employer Identification Numbers, are as follows: Kologik, LLC (3729); Kologik Capital, LLC (3729); and Kologik Capital II, LLC (3729). The Debtors' mailing address is: 300 Main St., Ste. #2200, Baton Rouge, LA, 70801.

Pursuant to 28 U.S.C. § 1746, I declare that the foregoing is true and correct under the penalty of perjury.

Signed: April 22, 2024

/s/  _____

Paul San Soucie, Chief Executive Officer

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

	-----X	
	:	
In re	:	Chapter 11
	:	
Kologik, LLC, et al.,¹	:	Case No. 24-[●]
	:	
Debtors.	:	(Joint Administration Requested)
	:	

**DECLARATION IN SUPPORT OF DEBTORS' EMERGENCY MOTION FOR ENTRY
OF INTERIM AND FINAL ORDERS AUTHORIZING PAYMENT OF
COMPENSATION COMMENSURATE WITH PRE-PETITION PAYMENTS TO
SPECIFIED INSIDERS**

Pursuant to 28 U.S.C. § 1746, I declare:

1. I, Kim Thayer, am of the full age of majority and possess the requisite legal capacity to make and sign this declaration (the "Declaration"). The statements made herein are true and correct to the best of my knowledge, information, and belief.
2. I have reviewed the *Debtors' Emergency Motion for Entry of Interim and Final Orders Authorizing Payment of Compensation Commensurate with Pre-Petition Payments to Specific Insiders* (the "Insiders Motion"). I verify that the statements contained are accurate.
3. I have been employed with Kologik, LLC since October 9, 2023. I am currently Chief Restructuring Officer and Chief Financial Officer of Kologik, LLC. Prior to the filing of these Chapter 11 Cases, I received monthly compensation from Kologik LLC in the approximate amount of \$25,000. I do not receive employee benefits from Kologik LLC.
4. My services have expanded preparing for the sale of assets of Kologik LLC and these Chapter 11 Cases, but I have not received any increase in compensation.
5. I believe that my compensation and benefits from Kologik are reasonable and fairly compensate me for the services I have and will continue to provide to the Debtors.

SIGNATURE ON FOLLOWING PAGE

¹ The debtors and debtors in possession these chapter 11 cases (the "Chapter 11 Cases"), along with the last four digits of their respective Employer Identification Numbers, are as follows: Kologik, LLC (3729); Kologik Capital, LLC (3729); and Kologik Capital II, LLC (3729). The Debtors' mailing address is: 300 Main St., Ste. #2200, Baton Rouge, LA, 70801.

Pursuant to 28 U.S.C. § 1746, I declare that the foregoing is true and correct under the penalty of perjury.

Signed: April 22, 2024

/s/ 

Kim Thayer, Chief Financial Officer and Chief Restructuring Officer

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

-----X	:	
In re	:	Chapter 11
	:	
Kologik, LLC, et al.,¹	:	Case No. 24-[●]
	:	
Debtors.	:	(Joint Administration Requested)
	:	

**DECLARATION IN SUPPORT OF DEBTORS' EMERGENCY MOTION FOR ENTRY
OF INTERIM AND FINAL ORDERS AUTHORIZING PAYMENT OF
COMPENSATION COMMENSURATE WITH PRE-PETITION PAYMENTS TO
SPECIFIED INSIDERS**

Pursuant to 28 U.S.C. § 1746, I declare:

1. I, Karie Wohlgemuth, am of the full age of majority and possess the requisite legal capacity to make and sign this declaration (the "Declaration"). The statements made herein are true and correct to the best of my knowledge, information, and belief.
2. I have reviewed the *Debtors' Emergency Motion for Entry of Interim and Final Orders Authorizing Payment of Compensation Commensurate with Pre-Petition Payments to Specific Insiders* (the "Insiders Motion"). I verify that the statements contained are accurate.
3. I have been employed with Kologik, LLC since December 1, 2021. I am currently Chief Operating Officer of Kologik, LLC. Prior to the filing of these Chapter 11 Cases, I received monthly compensation from Kologik LLC in the approximate amount of \$16,666.67. I also received employee benefits from Kologik LLC as set forth in the Insiders Motion.
4. My services have expanded preparing for the sale of assets of Kologik LLC and these Chapter 11 Cases, but I have not received any increase in compensation.
5. I believe that my compensation and benefits from Kologik are reasonable and fairly compensate me for the services I have and will continue to provide to the Debtors.

SIGNATURE ON FOLLOWING PAGE

¹ The debtors and debtors in possession these chapter 11 cases (the "Chapter 11 Cases"), along with the last four digits of their respective Employer Identification Numbers, are as follows: Kologik, LLC (3729); Kologik Capital, LLC (3729); and Kologik Capital II, LLC (3729). The Debtors' mailing address is: 300 Main St., Ste. #2200, Baton Rouge, LA, 70801.

Pursuant to 28 U.S.C. § 1746, I declare that the foregoing is true and correct under the penalty of perjury.

Signed: April 22, 2024

/s/ Karie Wohlgemuth

Karie Wohlgemuth, Chief Operating Officer

Vendor Name and Address	Type	Critical Nature	Prepetition Claim	Historic Monthly Average
ADP Total Source ⁷	Payroll and HR Processor	administrator for all Employee Wages, Insider Compensation, and Employee Benefits. Without these programs, Kologik could not continue operations as its Employees would not work without receiving their earned wages and benefits.	\$0 (this is <i>exclusive</i> of amounts to be funded to Kologik's Employees Wages and Benefits as set forth in the Employees Motion)	See Employees Motion
Nlets	Technology Services	Provides access to law enforcement data sources and hosting services.	\$0	\$10,057.29
Databank	Technology Services	Provides hosting services for a COPsync database and web server.	\$0	\$4,589.94
Synnex Corporation	Technology Services	Provides 50% of Kologik cloud services its public safety customer applications are hosted in.	\$0	\$31,1045.12
Twilio	Technology Services	Provides text alerts for public safety messages	\$0	\$1,345.94

⁷ The Debtors have sought authority to pay ADP in the *Emergency Motion for Entry of an Order (I) Authorizing the Debtors to (A) Pay Prepetition Wages, Salaries, Other Compensation, and Reimbursable Expenses and (B) Continue Employee Benefits Programs, and (II) Granting Related Relief* (the “Employee Motion”) filed contemporaneously herewith. This relief requested herein is meant to be complimentary and to avoid any appearances that the critical vendor was not properly disclosed. No duplication of amounts owed is intended.

Microsoft Corporation	Technology Services	Provides 45% of Kologik cloud services its public safety customer applications are hosted in, Kologik email, Kologik electronic file storage, Kologik software source-code storage, and telephony.	\$26,414.62	\$24,134.24

Phillips Declaration

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

	-----X	
	:	
In re	:	Chapter 11
	:	
Kologik, LLC, et al.,⁷	:	Case No. 24-10311
	:	
Debtors.	:	(Joint Administration Requested)
	:	
	-----X	

**DECLARATION OF LOUIS M. PHILLIPS IN SUPPORT OF
EMERGENCY APPLICATION FOR ENTRY OF INTERIM AND FINAL ORDER
AUTHORIZING RETENTION AND EMPLOYMENT OF KELLY HART AS COUNSEL
FOR THE DEBTORS, NUNC PRO TUNC TO THE PETITION DATE**

In support of the *Emergency Application for Entry of Interim and Final Order Authorizing Retention and Employment of as Counsel for the Debtors, Nunc Pro Tunc to the Petition Date* (the “Application”)⁸ and pursuant to Bankruptcy Rule 2014(a) and Local Bankruptcy Rule 2014-1(b), I, Louis M. Phillips, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge and belief.

1. I am a member and an authorized representative of the law firm of Kelly Hart & Hallman, LLP (which utilizes in Louisiana the trade name Kelly Hart & Pitre) (“Kelly Hart”) in the firm’s Baton Rouge office, located at One American Place, 301 Main Street, Suite 1600, Baton Rouge, LA 70801-1916. I am an attorney at law; member in good standing of the Bar of the State

⁷ The debtors and debtors in possession these chapter 11 cases (the “Chapter 11 Cases”), along with the last four digits of their respective Employer Identification Numbers, are as follows: Kologik, LLC (3729); Kologik Capital, LLC (3729); and Kologik Capital II, LLC (3729). The Debtors’ mailing address is: 300 Main St., Ste. #2200, Baton Rouge, LA, 70801.

⁸ Capitalized terms not otherwise defined herein take their meaning from the Application.

Phillips Declaration

of Louisiana; and admitted to practice before this Court.

2. I make this declaration in support of the Application. Pursuant to Local Rule 2014-1(a)(2), I have read the Application and confirm that the information contained therein is true and correct to the best of my knowledge. I have personal knowledge of the facts set forth herein, and if called as a witness, I could and would testify thereto.

3. To the extent that any information disclosed herein requires amendment or modification upon Kelly Hart's completion of further analysis or as additional information becomes available to Kelly Hart, a supplemental declaration will be submitted to the Court reflecting same.

KELLY HART'S QUALIFICATIONS

4. Kelly Hart is well qualified to serve as the Debtors' counsel in these Chapter 11 Cases. The Debtors seek to retain Kelly Hart because, among other reasons, Kelly Hart has extensive experience and knowledge in the field of debtors' protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code. Kelly Hart has extensive experience and knowledge in handling corporate, debt restructuring, and other transactions for companies in the oil and gas industry; and Kelly Hart is familiar with the Debtors' business and financial affairs and has provided services to the Debtors since the summer of 2023 in connection with their restructuring effort and certain related matters. Kelly Hart's professionals have worked closely with the Debtors' management and other professionals and, as a result, have become well acquainted with the Debtors' history, business operations, capital, and corporate structure, and related matters. Accordingly, I believe that Kelly Hart is both well qualified and uniquely able to represent the Debtors in these Chapter 11 Cases in an efficient and timely manner.

Phillips Declaration

SERVICES TO BE PROVIDED

5. The Debtors have requested that Kelly Hart render, to the extent necessary, the following legal services in connection with these Chapter 11 Cases:

- a. Negotiating and facilitating the closing of that certain sale set forth in *Motion for Entry of an Order Authorizing and Approving (I) Sale of Debtors' Assets Free and Clear of All Claims, Liens, Encumbrances and Interests Pursuant to Asset Purchase Agreement, (II) Assumption And Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* (the "Sale Motion," the sale explained therein, the "Proposed Sale") or in the event the Proposed Sale does not close, an alternative transaction;
- b. Advising the Debtors with respect to their rights, powers, and duties as debtors and debtors-in-possession in the continued operation and management of their business and property;
- c. Preparing and pursuing a confirmation of a plan and approval of a disclosure statement;
- d. Working on behalf of the Debtors regarding all necessary applications, motions, answers, proposed orders, other pleadings, notices, schedules and other documents, and reviewing all financial and other reports to be filed;
- e. Advising the Debtors concerning and preparing responses to applications, motions, pleadings, notices, and other documents which may be filed by other parties herein;
- f. Appearing in court on behalf of and to protect the rights and interests of the Debtors;
- g. Representing the Debtors in connection with obtaining use of cash collateral;
- h. Advising the Debtors concerning and assisting in the negotiation and documentation of cash collateral orders, and related transactions;
- i. Investigating the nature and validity of liens asserted against the property of the Debtors, and advising the Debtors concerning the enforceability of said liens;

Phillips Declaration

- j. Investigating and advising the Debtors concerning, and taking such action as may be necessary to collect, income and assets in accordance with applicable law, and the recovery of property for the benefit of the Debtors' estates;
- k. Advising the Debtors concerning executory contract and unexpired lease assumptions, assignments and rejections;
- l. Assisting the Debtors in reviewing, estimating, and resolving claims asserted against the Debtors' estates, except where expressly limited;
- m. Commencing, continuing and conducting litigation (except where the Debtors have retained and will maintain other counsel (with such counsel to be employed by the Debtors through Court approvals)) necessary and appropriate to assert rights held by the Debtors, protect assets of the Debtors' estates or otherwise further the goal of completing the Debtors' successful Chapter 11 Cases, including litigation existing pre-petition and as may be consolidated with Kelly Hart for efficiency of representation;
- n. Providing representation on general corporate and governance matters related to the proposed reorganization and/or restructuring of the Debtors;
- o. Providing documentation, as appropriate or necessary, for corporate and tax matters, of corporate and tax analyses, opinions, recommendations, conclusions and correspondence for any proposed restructuring alternative, bankruptcy corporate and tax issues, or other corporate and tax matters described above; and
- p. Performing other legal services for the Debtors which may be necessary and proper in Chapter 11 Cases.

COMPENSATION AND FEE APPLICATIONS

6. Kelly Hart intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. Kelly Hart understands that interim and final fee awards are subject to approval by this

Phillips Declaration

Court.

7. The hourly rates and corresponding rate structure Kelly Hart will use in these Chapter 11 Cases are the same as, similar to, or less than the hourly rates and corresponding rate structure that Kelly Hart uses in other debtor restructuring matters and in many corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These hourly rates and the rate structure reflect that such restructuring and other complex matters typically are, *inter alia*, national in scope and involve great complexity, high stakes, and severe time pressures.

8. Kelly Hart's current hourly rates for matters related to Chapter 11 Cases are as follows:

Billing Category	Hourly Rates
Partners	\$525 - \$775
Associates	\$500
Paraprofessionals	\$170

9. Kelly Hart suggests that its hourly rates are comparable or lower than those charged by attorneys of similar experience and expertise for engagements of scope and complexity similar to these Chapter 11 Cases. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.

KELLY HART'S PREPETITION COMPENSATION

10. Kelly Hart has represented the Debtors in connection with a sale process; the

Phillips Declaration

Proposed Sale; and in preparation for these Chapter 11 Cases since the summer on 2023, using the hourly rates described in this Declaration except that as of January 2024 there was a rate increase to the rates reflected herein. The amounts paid pre-Petition Date to Kelly Hart are set forth in **Schedule 1** attached hereto.

11. Kelly Hart has expended and will expend additional time and incur additional expenses in the prepetition work directly related to the filing of these Chapter 11 Cases. The fees are for work performed through April 23, 204 and should not total more \$30,000. The unbilled expenses incurred by Kelly Hart prior to the Petition Date will include \$5,151.00 in filing fees, or \$1,717 for each chapter 11 case). These amounts will be included in Kelly Hart's fee and expense submissions and in its fee and expense application before this Court, and will be separately identified as prepetition fees and expenses relating purely to the final preparation of and for filing and the payment of expenses (including filing fees) directly related thereto.⁹

12. Pursuant to Bankruptcy Rule 2016(b), Kelly Hart has not shared nor agreed to share (a) any compensation it has received or may receive from the Debtors with another party or

⁹ Kelly Hart submits that payment of the prepetition fees and expenses owed by the Debtors in this manner is proper and supported by the case law. *See, e.g., In re Talsma*, 436 B.R. 908, 912 (Bankr. N.D. Tex. 2010) (holding that chapter 11 debtors-in-possession may employ professionals holding prepetition claims against debtor, if those claims arose as result of prepetition professional work for debtor); *In re SBMC Healthcare, LLC*, 473 B.R. 871, 878 (Bankr. S.D. Tex. 2012) (finding that an attorney's monetary claim for prepetition work is not a ground for automatic disqualification from representing the estate); *In re Premiere Enterprises of Whiteville, LLC*, Case No. 13-04639-8 (Bankr. E.D. N.C. November 4, 2013) (approving the employment of debtor's attorney and payment of prepetition attorneys' fees that are relatively modest and traceable temporally to a short period of time before filing and confined to activities surrounding preparation of the petition and accompanying papers); *In re TP, Inc.*, Case No. 10-01594, 2010 WL 1533369 (Bankr. E.D. N.C. April 15, 2010) (finding that a pre-petition claim for professional fees is not required to be waived if the services at issue are rendered in contemplation of the chapter 11 filing); *In re Watson*, 94 B.R. 111, 114 (Bankr. S.D. Ohio 1988) (preliminary work undertaken to facilitate an upcoming bankruptcy filing does not serve to disqualify an otherwise eligible attorney from employment under section 327 of the Bankruptcy Code). This is especially true when payments made have been from a retainer directly funded by a wire transfer from the senior secured lender with earmarked cash collateral of the senior secured lender (with approval of the Debtors).

Phillips Declaration

person, other than with Kelly Hart's professionals or (b) any compensation another person or party has received or may receive.

DISCLOSURE CONCERNING DISINTERESTEDNESS

13. Kelly Hart and the Debtors identified individuals and institutions in the following categories: (a) the Debtors and its affiliates, (b) current directors, officers, and senior management; (c) partners; holders of other equity interests; or investors in the Debtors; (d) entities with security interests in assets of the Debtors; (e) significant unsecured creditors; (f) the Office of the United States Trustee; and (g) and bankruptcy judges in the Middle District of Louisiana (the "Interested Parties").¹⁰

14. Kelly Hart used its standard firm procedures (the "Firm Procedures") to investigate its relationships to the Interested Parties. To the extent any possible conflicts were identified, I contacted (as necessary) attorneys at Kelly Hart who indicated having a previous or current connection to any of the Interested Parties. From these attorneys, I obtained information and guidance with regard to the particular connections reflected.

15. To the best of my knowledge, information, and belief, Kelly Hart and I have no connections with the Debtors, creditors, any other party-in-interest, their respective accountants and attorneys, the United States Trustee, or any other person in the office of the United States Trustee, except as set forth below and in Schedule 3 attached hereto:

- a. As described herein, Kelly Hart has undertaken a detailed search to identify Interested Parties. Nonetheless, Kelly Hart may have previously represented, currently represent, and in the future represent entities that are

¹⁰ A schedule of Interested Parties is attached hereto as Schedule 2.

Phillips Declaration

claimants in these Chapter 11 Cases; however, Kelly Hart's representation of those entities is unrelated to the Debtors and Kelly Hart will not represent any claimant in connection with these Chapter 11 Cases.

- b. Each of the entities and individuals identified on Schedule 3 (and any affiliates thereof) for whom Kelly Hart has performed services accounted for 1% or less of Kelly Hart's revenues for the firm's fiscal years ending January 31, 2022 and January 31, 2023.

16. Based on the conflicts search conducted through the Firm Procedures to date and described in this Declaration, to the best of my knowledge, neither I, Kelly Hart, nor any Kelly Hart attorney, insofar as I have been able to ascertain, has any connection with the Debtors, their creditors, or any other parties in interest, their respective attorneys and accountants, the Office of the U.S. Trustee, any person employed in the Office of the U.S. Trustee, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the Middle District of Louisiana, except as disclosed or otherwise described in this Declaration. To the extent that any connection becomes known, I will update these disclosures with Court.

KELLY HART IS A DISINTERESTED PERSON

17. To the best of my knowledge, and based on the foregoing, (a) Kelly Hart is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code and does not hold or represent an interest adverse to the Debtors' estates and (b) Kelly Hart has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in this Declaration.

18. Kelly Hart will use reasonable efforts to see that no conflicts or other disqualifying circumstances exist or arise during the pendency of these Chapter 11 Cases. If any new material facts or relationships are discovered or arise, Kelly Hart will use reasonable efforts to identify them

Phillips Declaration

and will promptly file a supplemental declaration, as required by Rule 2014(a) of the Federal Rules of Bankruptcy Procedure.

Dated: April 23, 2024

Executed pursuant to 28 U.S.C. § 1746:

/s/ Louis M. Phillips
Louis M. Phillips (#10505)

Phillips Declaration - Schedule 1

SCHEDULE 1

COMPENSATION DISCLOSURE

Invoice #	Payment Date	Fees	Costs	Total
674099	April 22, 204	\$254,035.50	\$379.11	\$254,414.61
Total				\$254,414.61

Phillips Declaration - Schedule 2

SCHEDULE 2

INTERESTED PARTIES

Office of the U.S. Trustee,
Region 5
Mississippi River Bank,
Riva Ridge Capital,
TSB Ventures,
J Bart Kelly, II
Lafactor LLC
Gordon Oak Property
Investments, Inc.
J. Smith Thomas,
Ob Soonthornsima
McCarter and English
Baker Donelson
Matthew Teague
Ryan Morales
M6 Partners
J. Smith Thomas
Estate of Joseph Alosa
Manada Technologies, Inc.
Alexander Sides Brinson
Spaht & Mullins, LLC
Alvarez & Marsal Tax
Autotask Corproation
Baker Donelson
Chafee McCall
Clayton Fruge Ward &
Hendry
Clifton Larson Allen, LLP
Databank
DeCuir Clark & Adams,
LLP
Delta Resources Group
Elysium Digital LLC
Escrow Tech
First Insurance Fund Corp.
Gray Robinson
Hannis T. Bourgeois, LLP
Jim Hayes
Leonine Public Affairs
Lushin & Associates, Inc.

McCarter & English LLP
Microsoft Corporation
Polsinelli PC
Stewart Robbins & Brown
The Redflash Group
Venture Spire Group, LLC
Walter Morales
Whitehead Law Firm

Phillips Declaration - Schedule 3

SCHEDULE 3

CONNECTIONS TO INTERESTED PARTIES

None

Lipton Declaration

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

	-----X	
	:	
In re	:	Chapter 11
	:	
Kologik, LLC, et al.,⁹	:	Case No. 24-10311
	:	
Debtors.	:	(Joint Administration Requested)
	:	
	-----X	

**DECLARATION OF HEIDI LIPTON IN SUPPORT OF EMERGENCY APPLICATION
FOR ENTRY OF INTERIM AND FINAL ORDERS AUTHORIZING THE RETENTION
AND EMPLOYMENT OF ROCK CREEK ADVISORS AS FINANCIAL ADVISOR AND
SALES AGENT FOR THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

In support of the *Emergency Application for Entry of Interim and Final Orders Authorizing the Retention and Employment of Rock Creek Advisors as financial advisor and sales agent for the Debtors Nunc Pro Tunc to the Petition Date* (the “Application”),¹⁰ and pursuant to Bankruptcy Rule 2014(a) and Local Bankruptcy Rule 2014-1(b), I, Heidi Lipton, hereby declare under penalty of perjury that the following is true and correct to the best of my knowledge and belief.

1. I am a Managing Director and Founding Partner of Rock Creek Advisors, LLC (“Rock Creek”), with offices at 1738 Belmar Blvd., Belmar, New Jersey 07719. Rock Creek was retained by Kologik LLC and the remaining debtors in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) as a financial advisor and sales agent to conduct a going concern sale.

2. Unless otherwise stated, all facts set forth in this Declaration are based upon: (a) my personal knowledge; (b) information provided to me by colleagues or other personnel under

⁹ The debtors and debtors in possession these chapter 11 cases (the “Chapter 11 Cases”), along with the last four digits of their respective Employer Identification Numbers, are as follows: Kologik, LLC (3729); Kologik Capital, LLC (3729); and Kologik Capital II, LLC (3729). The Debtors’ mailing address is: 300 Main St., Ste. #2200, Baton Rouge, LA, 70801.

¹⁰ Capitalized terms not otherwise defined herein take their meaning from the Application.

Lipton Declaration

my supervision; and/or (c) the Debtors' other advisors. I am authorized to submit this declaration on behalf of the Debtors, and if called upon to testify, I could and would testify competently to the facts set forth herein.

3. I have reviewed the Application and the statement contained therein are true and correct to the best of my knowledge, information, and belief.

Qualifications

4. I have a Bachelor of Science degree and a Bachelor of Arts degree from University of Pennsylvania and a Master of Business Administration from the Wharton School at the University of Pennsylvania. I have over 20 years of financial advisory experience and have provided financial advisory services and sales agent roles in restructuring and insolvency cases throughout the country.

5. Rock Creek, amongst other services, has an expertise in tough financial issues, restructuring, liquidity constraints, sale processes and insolvency matters.

6. Rock Creek is familiar with the chapter 11 process and has been retained as an estate professional in numerous chapter 11 cases including: *In re NinePoint Medical, Inc.*, Case No. 20-12618 (KBO) (Bankr. D. Del. Oct 16, 2020); *In re Barfly Ventures, LLC*, Case No. 20-01947 (JWB) (Bankr. W.D. Mich. June 6, 2020); *In re JRV Group USA L.P.*, Case No. 19-11095 (CSS) (Bankr. D. Del. May 12, 2019); *In re Sedgwick LLP*, Case No. 18-31087 (HLB) (Bankr. N.D. Cal. Oct. 2, 2018); *In re Tix Corporation*, Case No. 21-14170 (Bankr. Dev. 2021); *In re Tricidia, Inc.*, Case No. 23-10024 (Bankr. D.E. March 7, 2023); *In re Medly Health Inc.*, Case No. 22-11257 (Bankr. D.E. Jan. 27, 2023) (amongst others).

7. Based upon my and my firm's expertise and experience, I believe that Rock Creek is highly qualified to perform the services set forth in the Engagement Letter submitted herewith

Lipton Declaration

as Schedule 4.

Post-Petition Date Services to be Provided

8. As set forth in more detail in the my declaration filed in support of the *Motion for Entry of an Order Authorizing and Approving (I) Sale of Debtors' Assets Free and Clear of All Claims, Liens, Encumbrances and Interests Pursuant to Asset Purchase Agreement, (II) Assumption And Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* (the "Sale Motion"), Rock Creek has worked with the Debtors since January 2024 to conduct a going concern sale process that has ultimately lead to the execution of that certain Asset Purchase Agreement filed with the Sale Motion (the "APA").

9. Rock Creek Advisors shall perform those services set forth in the Engagement Letter and shall continue to work as the Debtors' financial advisor and sales agent in connection with the "Transaction" as defined in the asset purchase agreement attached as an exhibit to the "Sale Motion" filed with the Court ("APA"), and as well to market the Debtors' assets and continue to represent the Debtors in any negotiations and due diligence in connection with any proposed "Alternative Transaction" as defined in the APA.

10. Rock Creek submits that its services will be crucial to the closing of the APA or any alternative transaction.

Compensation & Fee Applications

11. Rock Creek requests approval of its Fee and Expense Structure as set forth in the Engagement Letter in accordance with section 328(a) of the Bankruptcy Code, and will request that its fee and any applicable expenses be noticed to the Court and parties in interest, to be paid at the closing of the "Transaction" under the APA or any "Alternative Transaction" as defined therein. Rock Creek understands that its Fee and Expense Structure is subject to the jurisdiction

Lipton Declaration

of this Court.

12. In the Engagement Letter, the Debtors agreed to the Fee and Expense Structure, as defined in the Application, and set forth in the Engagement Letter. This Fee and Expense Structure is customary in the industry for like services and one that is commonly used by Rock Creek in similar engagements.

13. Rock Creek, like other financial advisory firms, does not customarily keep their time by matter as required by this Court's Local Bankruptcy Rules.

14. Pursuant to Bankruptcy Rule 2016(b), Rock Creek has not shared nor agreed to share (a) any compensation it has received or may receive from the Debtors with another party or person, other than with Rock Creek's professionals or (b) any compensation another person or party has received or may receive.

15. Rock Creek has received prepetition compensation from the Debtors. A schedule of the prepetition compensation received is set forth in **Schedule 1** hereto.

Disinterestedness

16. I was provided a list of interested parties (the "**Interested Parties**") from counsel for the Debtors, which is submitted herewith as **Schedule 2**.

17. To the best of my knowledge, information, and belief, Rock Creek and I have no connections with the Debtors, creditors, any other party-in-interest, their respective accountants and attorneys, the United States Trustee, or any other person in the office of the United States Trustee, except as set forth below and in **Schedule 3** attached hereto.

18. To the best of my knowledge, and based on the foregoing, (a) Rock Creek is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code and does not hold or represent an interest adverse to the Debtors' estates and (b) Rock Creek has no

Lipton Declaration

connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in this Declaration.

19. Rock Creek will use reasonable efforts to see that no conflicts or other disqualifying circumstances exist or arise during the pendency of these chapter 11 cases. If any new material facts or relationships are discovered or arise, Rock Creek will use reasonable efforts to identify them and will promptly file a supplemental declaration, as required by Rule 2014(a) of the Federal Rules of Bankruptcy Procedure.

Dated: April 23, 2024

Executed Pursuant to 28 U.S.C. § 1746

/s/ **Heidi Lipton**

Heidi Lipton

Lipton Declaration - Schedule 1

SCHEDULE 1

COMPENSATION DISCLOSURE (Last 90 days)

	Payment Date	Fees
	February 21, 2024	\$50,000
	March 20, 2024	\$50,000
	April 18, 2024	\$50,000
Total		\$150,000

Lipton Declaration - Schedule 2

SCHEDULE 2
INTERESTED PARTIES

Mississippi River Bank,

Riva Ridge Capital,

TSB Ventures,

J. Smith Thomas,

Ob Soonthornsima

McCarter and English

Baker Donelson

Matthew Teague

Ryan Morales

M6 Partners

J. Smith Thomas

Estate of Joseph Alosa

Manada Technologies, Inc.

Lipton Declaration - Schedule 3

SCHEDULE 3

CONNECTIONS TO INTERESTED PARTIES

None

Lipton Declaration - Schedule 4

SCHEDULE 4

ENGAGEMENT LETTER



January 16, 2024

Paul San Soucie
Chief Executive Officer
Kologik LLC
301 Main Street, Suite 2200
Baton Rouge, LA 70801

Re: Engagement of Rock Creek Advisors, LLC

On behalf of Rock Creek Advisors, LLC ("Rock Creek"), I am writing to thank you for the opportunity to represent Kologik LLC (the "Client" or the "Company") in the matter described below.

This letter agreement ("Agreement") will outline the scope and nature of the services you have asked Rock Creek to provide (including any limitations in that regard) and the terms under which Rock Creek will provide those services.

Scope of Services

You are engaging Rock Creek as a Financial Advisor to the Company in connection with certain services ("Services") as outlined in Exhibit A. As Financial Advisor, Rock Creek will work with the Company to obtain information to complete the services as outlined in Exhibit A. We may agree with you to expand the scope of our representation; provided that, any such change is confirmed with a written amendment to Exhibit A. To the extent we do expand the scope, our services will be subject to the terms and conditions established in this Agreement.

Fees

The fees for Rock Creek Services that the Company is agreeing to pay are outlined on Exhibit B of this Agreement ("Fees").

Term

The term of the agreement shall be monthly. The Agreement may be terminated without cause or services may instead be temporarily paused at the Company's option at any time prior to the beginning of services for a new monthly segment. The sections titled "Mediation; Arbitration", and "Indemnification" shall survive termination. In addition, if Rock Creek identifies a party during this engagement, the Company will still be obligated to pay the success fee outlined in Exhibit B to Rock Creek, even if the Agreement has been terminated, if a transaction closes within 1 year of the signing of this engagement letter.

Expenses

Rock Creek shall be reimbursed on demand for all reasonable out of pocket expenses, including but not limited to, travel (including airfare, lodging, meals, rental cars, mileage, etc.), printing, copying, advertising, postage costs, disposal, third-party on-site labor, security, and any other reasonable costs incurred by Rock Creek in the course of activities or actions required or permitted by this Agreement; provided that reimbursement of expenses in excess of \$2,500 (for any given expense) will require prior approval thereof by you, together with submittal of substantiating documentation for each such expense acceptable to the you, acting reasonably. Rock Creek shall be reimbursed by the Company promptly upon receipt of Rock Creek's invoice.

Terms of Payment

Rock Creek will deliver invoices for Fees and expenses according to this Agreement. Invoices are due upon receipt. In the event any invoice is not paid as required by this Agreement, Client agrees that Rock Creek will have the unconditional right at any time to discontinue further services in this matter. If such Services are terminated for any reason, Rock Creek will submit a final invoice, and the balance of all outstanding invoices, including the final invoice, shall be immediately due and payable.

Our engagement is not an audit, review, or compilation in accordance with Generally Accepted Accounting Principles. We will rely on the documentation and information provided by the Company without audit or other verification. We wish to emphasize that our engagement is not designed for, and cannot be relied upon, to disclose errors, irregularities, or illegal acts, including fraud or defalcations that may exist. However, we will inform you of such matters that come to our attention.

File Retention

During Rock Creek's representation, any otherwise nonpublic information you supply to us will be kept confidential in accordance with Rock Creek's retention policy, applicable law, and the terms of this engagement Agreement. If requested, Rock Creek will return the files to you; we may do so in electronic form. Depending on the volume of material, we may charge you shipping costs for the return of paper files. If we cannot locate you to notify you at the end of the retention period, or if we notify you and you so instruct us, we will securely dispose of all materials in the file at the end of the retention period.

Client Responsibilities

By agreeing to and accepting our representation as described in this Agreement, you agree to cooperate fully with us and to provide promptly all information known or available to you that is relevant to our representation and also to encourage the Company to provide requested information relevant to our representation. You (including any of your representatives) agree to be available to attend meetings, on reasonable notice, and you agree to stay fully informed on all developments relating to all matters for which we have been engaged. The Company also agrees to pay our statements for services rendered and charges in accordance with the terms of this Agreement. We reserve the right to withdraw from this matter if the Company fails to meet its obligations under this Agreement, including payment of Fees when due.

During our representation, we will be asking you and the Company for information and/or instructions from time to time. It is important that we receive responses from you and the Company in a timely manner. We may need to withdraw from representation if untimely responses to our requests persist.

It is important that we always maintain a current address for you. Please notify us promptly of any address change or any changes in your representation during or following the completion of the requested services as there may be a need to contact you to help maintain your rights. In any event, we will use the last address we have on record for you.

Protected Health Information

During our representation, you anticipate that we will not receive Protected Health Information, as defined in 45 C.F.R. § 160.103 of the regulations promulgated under the Health Insurance Portability and Affordability Act of 1996, as amended ("**PHI**"). By signing below, you agree that you will use commercially reasonable means to provide Rock Creek with advance written notice of any future disclosure of PHI so that the parties may enter into a business associate agreement as required by law.

Conflict of Interest

We have conducted an internal check of our records to determine whether representing you in this engagement would raise a conflict of interest as to one or more of our existing clients. It appears that no such conflict now exists. However, Rock Creek represents many other entities and individuals. It is possible that while we are representing you, some of our present or future clients will have disputes or transactions with the Company. If, as a result of a future dispute or transaction, a conflict with the interests of other clients arises we will address the conflict with you and the affected clients, and this may include the seeking of a waiver by you and the other affected parties, the provision of which will be at your discretion.

Mediation; Arbitration

If any dispute, controversy, or claim arises in connection with the performance or breach of this Agreement, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the rules of the American Arbitration Association or such other neutral facilitator acceptable to all parties. All parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in resolution of the matter and for no other purpose.

Except as agreed by all parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties. If the parties cannot resolve a dispute not related to fees through mediation, either party may pursue action in arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be binding and final, as permitted by the law of the applicable jurisdiction. In agreeing to arbitration, we both acknowledge that in the event of a dispute, each of us is giving up the right to have the dispute decided in a court of law before any judge or jury and instead are accepting the use of arbitration for resolution. Each party will bear its own costs of arbitration and both parties shall share equally the costs of the arbitrators. The parties acknowledge that in the event of a bankruptcy filing, the Bankruptcy court may be the required adjudicative body, and submit to the authority of the Bankruptcy Court to resolve disputes arising under this engagement agreement.

Identification Number

Rock Creek's tax identification number is 82-3649705. Please indicate your acceptance of the terms of this Agreement by signing and returning a copy of this Agreement. Delivery of this Agreement by facsimile or readable .pdf file shall be as effective as delivery of a manually executed counterpart of this Agreement.

This Agreement shall be governed by, interpreted under, and enforced in accordance with the laws of the State of Delaware (regardless of laws that might otherwise govern under applicable Delaware principles of conflicts of law) as to all matters, including, without limitation, matters of validity, construction, effect, performance and remedies.

Based on our discussions, we will commence work on this matter in contemplation of receiving your written acceptance, and we will assume you agree with these terms, even if you have not returned a signed copy of this Agreement. If we do not receive the counter-signed Agreement within a reasonable time, we reserve the right to withdraw from further representation of you in this matter.

Please call me if you have any questions regarding anything in the foregoing Agreement.

Agreed and accepted,

Heidi Lipton

Heidi Lipton
Founding Partner
Rock Creek Advisors, LLC

Paul San Soucie

Paul San Soucie
Chief Executive Officer
Kologik LLC

Exhibit A

Scope of Services:

As a sales agent, we would market the going concern company to obtain the highest and best value.

Our role would include the following:

- Develop a select target list of potential buyers, with input from the Company;
- Use/Adapt current marketing materials to communicate the attributes of the Company to potential parties;
- Execute NDAs as interested parties seek access to confidential information;
- Provide input as to any modifications, additions, or changes to the Company's confidential data room for use in the sale process;
- Coordinate calls with the Company/interested parties to help drive interest/provide due diligence;
- Work to set up a stalking horse party to augment the sale process;
- Work with the company, counsel and court to set up qualified bidder requirements, auction process, deposit requirements, etc.
- Qualify bidders as they are identified in our process;
- Collect deposits of qualified bidders and hold until the conclusion of the sale process (subject to any escrow requirements as may be determined by the Bankruptcy Court);
- Recommend potential structures/deals to help the Company and bidders maximize value;
- Run the auction process in accordance with approved bid procedures as applicable;
- Participate with counsel and the Company to update the Bankruptcy Court throughout the process to confirm a commercially reasonable sale process to obtain highest and best value;
- Assist in the closing of a transaction.

REMAINDER OF THE PAGE IS BLANK

Exhibit B

Fees:

In connection with this engagement, Rock Creek requires the following payments:

- A retainer of Fifty Thousand dollars (\$50,000) via Electronic Payment, due at signing of this Agreement, fully earned upon receipt;
- The Fifty Thousand dollar (\$50,000) retainer will need to be replenished on a monthly basis, fully earned upon receipt, and continue prior to the bankruptcy proceedings;
- The Fifty Thousand dollar (\$50,000) monthly fee will remain during the pendency of the bankruptcy proceedings, subject to the approval of the Bankruptcy Court.
- In addition to the fees described above, Rock Creek will also be paid a Success Fee on any proceeds received, equivalent to:
 - A Two Hundred Thousand Dollars (\$200,000) minimum success fee (exclusive of any monthly payments;
 - In addition to minimum success fee, six percent (6%) of the gross cash sale proceeds ("Transaction Value") over Thirteen Million Five Hundred Thousand Dollars (\$13,500,000) through Nineteen Million Dollars (\$19,000,000);
 - For a Transaction Value Nineteen Million Dollars (\$19,000,000) or above, in addition to the minimum success fee, ten percent (10%) of the Transaction Value over Thirteen Million Five Hundred Thousand Dollars (\$13,500,000), instead of the six percent (6%) success fee.
 - Further compensation in addition to fees set forth above shall be calculated upon non-cash receipt consideration (including debt, tax credits, assumed liabilities, equity, warrants, options, credit bid, and/or any other transfer of value or any combination thereof) at 2.5% of such consideration received.

In the event there are multiple transactions, the success fee will be paid on the sum total of all the transactions combined, due upon the closing and receipt of funds of any transaction. To note; however, any Success Fee related to non-cash receipt consideration will be paid when the corresponding funds are actually received, transferred, awarded, and other means and in the same form and substance as received in the transaction.

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SIGNATURE CERTIFICATE



REFERENCE NUMBER
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TRANSACTION DETAILS	DOCUMENT DETAILS
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Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Paul San Soucie	Status signed	Viewed At 01/16/2024 17:45 EST
Email pauls@kologik.com	Multi-factor Digital Fingerprint Checksum eadfc0f5e2808974d04934f123ff37f6714d87f294750d641e5db0080419b28b	Identity Authenticated At 01/16/2024 17:50 EST
Signer Sequence 1	IP Address 64.56.22.130	Signed At 01/16/2024 17:50 EST
Components 1	Device Microsoft Edge via Windows	
	Typed Signature 	
	Signature Reference ID 611131E6	
Name Heidi Lipton	Status signed	Viewed At 01/16/2024 17:31 EST
Email hlipton@rockcreekfa.com	Multi-factor Digital Fingerprint Checksum eca84f1ad75a76aca6bb731de39bc4eabbbd56317a3c73763101d251c11e8675	Identity Authenticated At 01/16/2024 17:32 EST
Signer Sequence 0	IP Address 108.5.194.237	Signed At 01/16/2024 17:32 EST
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AUDITS

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ASSET PURCHASE AGREEMENT

BY AND AMONG

KOLOGIK SOFTWARE, INC.,

as Purchaser,

AND

KOLOGIK LLC, KOLOGIK CAPITAL, LLC, KOLOGIK CAPITAL II, LLC AND KOLOGIK
TECHNOLOGIES, LLC,

as Sellers

Dated as of April 23, 2024

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of April 23, 2024 (the “Agreement”), is entered into by and among Kologik Software, Inc., a Delaware corporation (“Purchaser”), Kologik LLC, a Louisiana limited liability company (“Kologik”), Kologik Capital, LLC, a Louisiana limited liability company (“Capital”), Kologik Capital II, LLC, a Louisiana limited liability company (“Capital II”), and Kologik Technologies, LLC, a Delaware limited liability company (“Kologik Technologies” and, together with Kologik, Capital, and Capital II, collectively “Seller”) and, solely for the purposes of Section 12.10, Project Sentinel Purchaser, LLC, a Delaware limited liability company (“Purchaser Guarantor”).

W I T N E S S E T H:

WHEREAS, an Affiliate of Purchaser and Kologik entered into that certain letter of intent, dated March 13, 2024, concerning the potential sale of certain assets of Seller and pursuant to which Purchaser deposited \$150,000.00 (the “Exclusivity Deposit”) to Seller’s bank account in accordance with the terms thereof;

WHEREAS, Seller will be a debtor-in-possession under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “Bankruptcy Code”), and will file a voluntary petition for relief under chapter 11 of the Bankruptcy Code on the date this Agreement is executed (the “Petition Date”) in the United States Bankruptcy Court for the Middle District of Louisiana (such court, the “Bankruptcy Court” and such case, together with the chapter 11 cases of its debtor affiliates, the “Bankruptcy Cases”);

WHEREAS, Seller presently conducts the Business;

WHEREAS, (i) Seller desires to sell, transfer and assign to Purchaser, and Purchaser desires to acquire and assume from Seller, pursuant to Sections 363 and 365 of the Bankruptcy Code, all of the Purchased Assets and Assumed Liabilities and (ii) Seller desires to retain all of the Excluded Assets and Excluded Liabilities, all as more specifically provided herein; and

WHEREAS, certain terms used in this Agreement are defined in Section 1.1;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

“Action” means any claim, action, suit, charge, complaint, grievance, arbitration, inquiry, mediation, audit, investigation, litigation or other proceeding (whether civil, criminal or administrative) that has been or, if threatened, could be commenced, brought, conducted or heard by or before any Governmental Body, court, arbitrator or other tribunal.

“Adjustment Escrow Account” means the Adjustment Escrow Amount escrow account established pursuant to the Escrow Agreement.

“Adjustment Escrow Amount” means \$554,000.00.

“Affiliate” of any Person means any Person which, directly or indirectly, controls or is controlled by that Person, or is under common control with that Person. For the purposes of this definition, “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Affiliated Group” means “affiliated group” as such term is defined in Code Section 1504(a)(1).

“Ancillary Documents” means each agreement, document, instrument, writing and/or certificate contemplated by this Agreement or executed in connection with the Transactions, including the Bill of Sale and Assignment and Assumption Agreement, Escrow Agreement, and the IP Assignment Agreements.

“Anti-Corruption and Anti-Money Laundering Laws” means (a) the U.S. Foreign Corrupt Practices Act of 1977, (b) all other applicable Laws, regulations, or Orders relating to anti-bribery or anti-corruption (governmental or commercial), and (c) all applicable money laundering-related laws of the United States and similar laws and regulations of the jurisdictions where the Business is conducted.

“Assumed Indebtedness” means the Indebtedness set forth on Schedule 1.1(c).

“Assumed Leases” shall mean those real property leases of Seller that are Purchased Contracts and listed on Schedule 5.10(b) (and as may be amended, supplemented, or otherwise modified prior to assumption and assignment with the consent of Seller, Purchaser, and the contract counterparty).

“Bidding Protections Motion” means the motion to be filed with the Bankruptcy Court seeking approval of the Break-Up Fee, the Expense Reimbursement, return of the Purchase Price Deposit, and other customary bid protections, in form and substance acceptable to Purchaser.

“Bidding Protections Order” means the Order, in form and substance acceptable to Purchaser, entered by the Bankruptcy Court approving the Bidding Protections Motion, granting Purchaser administrative expense status for any claims arising under the Bid Protections, and granting related relief, and more fully described in Section 7.2 hereof, substantially in the form attached hereto as Exhibit C.

“Business” means the business of software or tech-enabled systems, products or applications that enable or assist law enforcement, first responders, and government agency clients handling public safety, law enforcement and emergency response services to manage, monitor or interact with workflows related to critical response, incident management, and courts/corrections procedures, including, without limitation, computer-aided dispatch software and solutions (CAD), records management software and solutions (RMS), jail management software and solutions (JMS), mobile solutions and related administrative functions, software, solutions and services or any other business that Seller is currently conducting or is actively in the process of considering as of the Closing Date.

“Break-Up Fee” means the fee, if any, to be paid by Seller to Purchaser in accordance with the provisions of Section 7.1 hereof.

“Business Day” means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

“Cash and Cash Equivalents” means an amount equal to the sum of the fair market value (expressed in United States dollars) of all cash and cash equivalents delivered by Seller to Purchaser as a Purchased Asset as of the Measurement Time, as determined in accordance with GAAP, less the amount of any cash or cash equivalents of Seller used to pay Seller Expenses or repay Indebtedness of Seller from the Measurement Time until immediately prior to the Closing. For the avoidance of doubt, “Cash and Cash Equivalents” shall be calculated net of Restricted Cash (including costs of repatriation and any cash and cash equivalents that are not freely available or distributable for immediate ordinary business use), issued but uncleared checks and drafts and shall include checks and wire transfers and drafts deposited or available for deposit for the account of Seller (without duplication), and may be a positive or negative number.

“Chapter 11 Cases” means the voluntary cases commenced by Seller under chapter 11 of the Bankruptcy Code.

“Closing Cash Adjustment” means the Cash and Cash Equivalents as of the Measurement Time less the Required Cash.

“Closing Net Working Capital” means Net Working Capital as of the Measurement Time.

“Code” mean the Internal Revenue Code of 1986, as amended.

“Confidentiality Agreement” means the mutual non-disclosure agreement dated September 20, 2023 by and between Kologik and GSV Management, LLC, and the joinder thereto dated March 15, 2024 by and among Kologik, GSV Management, LLC and PSG Equity L.L.C.

“Contract” means any written or oral commitment, agreement, note, letter of credit, mortgage, indenture, lease (whether for real or personal property), license, arrangement, contract, subcontract, undertaking, understanding or obligation of any kind or character.

“Current Assets” means the aggregate amount of all current assets of Seller, including accounts receivable and other current assets, determined in accordance with GAAP and otherwise with the methodology, and example calculation, set forth on Schedule 1.1(d). For the avoidance of doubt, Current Assets shall not include (a) Cash and Cash Equivalents, (b) any Tax assets, and (c) related party receivables and note receivables.

“Current Liabilities” means the aggregate amount of all current liabilities of Seller, including accounts payable, and other current liabilities (including customer deposits, and accrued insurance), determined in accordance with GAAP and otherwise with the methodology, and example calculation, set forth on Schedule 1.1(d). For the avoidance of doubt, Current Liabilities shall not include (a) any item included in Indebtedness, (b) Seller Expenses, and (c) any Tax Liabilities.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials related to the Business and the Purchased Assets in each case whether or not in electronic form.

“Employees” means all individuals, as of the date hereof, who are employed by Seller in connection with the Business, together with individuals who are hired by Seller in connection with the Business after the date hereof.

“Environmental Law” means any Law relating to protection of the environment or human health and safety, exposure to Hazardous Substances, to pollution or to the use, treatment, storage, disposal, release or transportation of Hazardous Substances.

“Equity Interest” shall mean with respect to any Person, the capital stock, limited liability membership interest or other type of equity interest in such Person.

“ERISA” means the Employment Retirement Income Security Act of 1974, as amended.

“Escrow Agent” means PNC Bank, National Association in its capacity as Escrow Agent the Escrow Agreement.

“Escrow Agreement” means the Escrow Agreement of even date herewith by and among Seller, Purchaser and the Escrow Agent in substantially the form of Exhibit B hereto.

“Excluded Contracts” means the Contracts set forth on Schedule 1.1(a).

“Expense Reimbursement” means the reasonable out-of-pocket costs, expenses, and fees incurred by Purchaser in connection with the Transactions (not to exceed \$300,000) to be paid by Seller to Purchaser in accordance with the provisions of Section 7.1 hereof.

“Final Order” means as applicable, an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the relevant subject matter, which (a) has not been reversed, stayed, modified, or amended, including any order subject to appeal but for which no stay of such order has been entered, and as to which the time to appeal, seek certiorari, or move for a new trial, reargument, reconsideration or rehearing has expired and as to which no appeal, petition for certiorari, or other proceeding for a new trial, reargument, reconsideration or rehearing has been timely taken, or (b) as to which any appeal that has been taken or any petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be filed has been withdrawn with prejudice, resolved by the highest court to which the order or judgment was appealed or from which certiorari could be sought, or any request for new trial, reargument, reconsideration or rehearing has been denied, resulted in no stay pending appeal or modification of such order, or has otherwise been dismissed with prejudice; provided, that no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion under rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Federal Rule of Bankruptcy Procedure (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment provided, further, that, unless waived by Purchaser in its sole discretion, no order or judgment shall be a “Final Order” if such order or judgment is subject to an appeal of the type set forth on Schedule 10.3.

“Fraud” means, with respect to a Person, an intentional common law fraud under the laws of the State of Delaware based on the representations and warranties made by such Person in this Agreement; provided, that notwithstanding anything to the contrary, “Fraud” shall not include equitable fraud, promissory fraud, unfair dealings fraud, constructive fraud, or any torts (including a claim for fraud) based on negligence, negligent misrepresentation or negligent omission.

“Furniture and Equipment” means all machinery, furniture, fixtures, furnishings, equipment, tools vehicles, leasehold improvements, and other tangible personal property owned or used by Seller in the conduct of the Business, including all tangible embodiments of logos, artwork, desks, chairs, tables, Hardware, copiers, telephone lines and numbers, cubicles and miscellaneous office furnishings and supplies.

“GAAP” means generally accepted accounting principles in the United States as of the date hereof.

“Government Contract” means any Contract, subcontract, purchase order, task order, multi-award schedule, or basic ordering agreement in which the counterparty or ultimate funding source is a Governmental Body.

“Governmental Body” means any domestic or foreign national, state, multi-state or municipal or other local government, any subdivision, agency, commission or authority thereof,

or any quasi-governmental or private body exercising any regulatory or Taxing Authority thereunder (including the IRS and the Bankruptcy Court).

“Hardware” means any and all information technology, computer and computer-related hardware, including, but not limited to, computers, servers, printers and networks.

“Hazardous Substances” means any toxic, hazardous or dangerous chemical or substance, any pollutant or contaminant regulated under Laws, and any other substance for which Liability or standards of conduct may be imposed under Laws, including radiation, noise, odors, biological agents, medical waste, petroleum or any fraction or product, polychlorinated biphenyls and asbestos or asbestos containing materials.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Indebtedness” means any Liability (a) in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments of Seller or the Business, (b) representing the balance deferred and unpaid of the purchase price of any property or services (including any earnout or similar contingent obligation and purchase price holdbacks (including purchase price settlement) but excluding trade payables) of Seller or the Business, (c) in respect of guarantees, direct or indirect, in any manner, of all or any part of any Indebtedness of any Person by Seller or the Business, (d) arising under any hedging or swap agreements of Seller or the Business, (e) by which a Person assures a creditor or other party against loss (including obligations in respect of letters of credit, performance bonds, bankers acceptances, indemnities or similar obligations), (f) in respect of interest, fees, prepayment premiums, penalties and other fees and expenses owed with respect to the Indebtedness referred to above assuming the repayment in full of such Indebtedness as of such time, (g) in respect of any declared but unpaid dividends or distributions of Seller, (h) in respect of all obligations under leases of Seller or the Business which have been or must be recorded as capital leases in accordance with GAAP, (i) in respect of all obligations of Indebtedness referred to above, the payment of which is the responsibility or Liability of Seller or the Business, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations, or which is secured by a Lien on any property or asset of Seller or the Business, (j) in respect of payables to, and other liabilities of, any director, officer, manager, equityholder, employee or Affiliate of Seller or the Business, or any immediate family member of such Person, in each case, unrelated to the operation of the business, including any personal credit card expenses (non-business related) of employees, (k) in respect of commissions and affiliate payments of Seller or the Business earned but not paid, (l) in respect of any Seller Expenses to the extent not paid through the Bankruptcy Cases, (m) in respect of any unaccrued legal fees and expenses incurred by Seller unrelated to the negotiation and consummation of the Transactions and (n) in respect of any Tax Liability of Seller or the Business.

“Intellectual Property” means any and all right, title and interest in or relating to intellectual property, whether protected, created or arising under the Laws of the United States or any other jurisdiction, including all: (a) patents and patent applications, including all continuations, divisionals, continuations-in-part, provisionals and patents issuing on any of the foregoing, and all revisions, renewals, reexaminations, substitutions, extensions and reissues of, and rights to claim

priority to, any of the foregoing (collectively, “Patents”); (b) trademarks, service marks, brand names, trade dress, trade names, logos, corporate names, and other indicia of commercial source or origin (whether registered, arising under common law or statutory law, or otherwise), together with all of the goodwill associated with any of the foregoing, and all registrations, applications for registration, renewals and extensions of any of the foregoing (collectively, “Trademarks”); (c) copyrights and copyrightable works, database design rights, whether or not registered or published, including all “moral” rights, mask works, all registrations, applications for registration, renewals, extensions and reversions of any of the foregoing, and corresponding rights in works of authorship (collectively, “Copyrights”); (d) all trade secrets and corresponding rights in confidential information and other non-public or proprietary information (whether or not patentable), including ideas, formulas, compositions, inventor’s notes, discoveries and improvements, know-how, manufacturing and production processes and techniques, testing information, research and development information, inventions, invention disclosures, unpatented blueprints, drawings, specifications, designs, plans, proposals, technical data, databases and data collections, business and marketing plans, market surveys, market know-how and customer lists and information (collectively, “Trade Secrets”); (e) Internet domain names, electronic addresses, uniform resource locators and alphanumeric designations associated therewith and all registrations for any of the foregoing, and all and social media accounts (collectively, “Domain Names”); (f) Software and other technology, and all intellectual property rights arising from or related to Software or other technology; and (g) all other intellectual property or proprietary rights arising under the Laws of any jurisdiction throughout the world or pursuant to any international convention.

“Intellectual Property Licenses” means (a) any grant (or covenant not to assert) by Seller to a third Person of or regarding any right relating to or under the Owned Intellectual Property (“Outbound IP License”); and (b) any grant (or covenant not to assert) by a third Person to Seller of or regarding any right relating to or under any third Person’s Intellectual Property rights (“Inbound IP License”).

“IRS” means the Internal Revenue Service.

“Key Employee” means any executive-level employee (including division director and vice president-level positions) as well as any employee or consultant who either alone or in concert with others develops, invents, programs or designs any Owned Intellectual Property.

“Knowledge of Seller” means the actual knowledge of Paul San Soucie, Matt Chism, Karie Wohlgemuth, and Kim Thayer, in each case, after (a) reasonable investigation of Seller’s written and electronic records readily available to such individual, and (b) reasonable inquiry of any management level employees and their direct reports who would reasonably be expected to have knowledge of the event, condition, circumstance, act or other matter in question.

“Law” means any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute or treaty or other requirement (including the Bankruptcy Code).

“Liability” means any liability, debt, obligation, Tax, penalty, fine, damage, claim, assessment, amount to be paid in settlement, judgment or other loss, cost or expense of any kind

or nature whatsoever, whether asserted or unasserted, absolute or contingent, known or unknown, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due.

“Licensed Intellectual Property” means all Intellectual Property that is used, practiced or held for use or practice by Seller for the Business except for any Owned Intellectual Property.

“Lien” means all liens, pledges, hypothecations, voting agreements, voting trusts, proxy agreements, security interests, restrictions, deeds of trust, mortgages and other possessory interests, conditional sale or other title retention agreements, lease or sublease in the nature thereof, the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction, assessments, easements, rights-of-way, covenants, restrictions, rights of first refusal, defects in title, encroachments, licenses, privileges, charges of any kind (including any agreement to grant any of the foregoing), adverse claim of any kind, capital lease, and other burdens, options, encumbrances, or interests of any kind to the maximum extent permitted pursuant to section 363(f) of the Bankruptcy Code.

“Material Adverse Effect” means any effect, event, change, fact, occurrence, circumstance or development, individually or in the aggregate, that would reasonably be expected to be, or has been, materially adverse to the financial condition, results of operations, assets, liabilities, of Seller or the Business taken as a whole or that would materially impair the ability of Seller to perform its obligations under this Agreement or the Ancillary Documents or to consummate the transactions contemplated hereby; provided, however, that “Material Adverse Effect” shall not include any event, occurrence, fact, condition, or change, directly or indirectly, arising out of or attributable to: (a) general economic or political conditions; (b) conditions generally affecting the industries or markets in which Seller or the Business operates; (c) any changes in financial, banking, or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates, currency exchange rates or commodities prices; (d) acts of war (whether or not declared), armed hostilities, or terrorism, or the escalation or worsening thereof; (e) any changes in applicable Laws or accounting rules (including GAAP) or the enforcement, implementation or interpretation thereof; (f) any natural or man-made disaster or acts of God, epidemic, pandemic or disease outbreak (including the COVID-19 virus) or any escalation or worsening thereof; or (g) any failure of any of Seller to meet any internal or external projections, forecasts or revenue predictions; except in the case of foregoing clauses (a), (b), (c), (d), and (f), only to the extent such event, occurrence, fact, condition or change has had or would be reasonably expected to have a materially disproportionate impact on Seller or the Business as a whole compared to other participants engaged in the industry in which Seller or the Business operates.

“Maximum Adjustment Amount” means \$554,000.00.

“Measurement Time” means 11:59 p.m. Eastern Time on the Business Day immediately preceding the Closing Date.

“Net Working Capital” means an amount equal to Current Assets minus Current Liabilities.

“Net Working Capital Adjustment” means an amount equal to Closing Net Working Capital minus Target Net Working Capital. For the avoidance of doubt, the “Net Working Capital Adjustment” may be a positive or negative number.

“Open Source Software” means any Software that is, or that contains or is derived in any manner (in whole or in part) from any Software that is, distributed as free software, open source software, copyleft software, “freeware” or “shareware” or under similar licensing or distribution models, including Software licensed pursuant to: (a) the GNU Lesser General Public License, the Affero General Public License, the Mozilla Public License, the Common Development and Distribution License, the Eclipse Public License, any Creative Commons “sharealike” license, or any license that is, or is substantially similar to, a license now or in the future approved by the Open Source Initiative and listed at <http://www.opensource.org/licenses> or (b) any license under which any Software or other materials are distributed or licensed as “free software,” “open source software” or under similar terms.

“Order” means any award, decision, injunction, judgment, ruling or verdict entered, issued, made or rendered by any Governmental Body or arbitrator.

“Ordinary Course of Business” means the usual and ordinary course of normal day-to-day operations of the Business, consistent (in scope, manner, amount and otherwise) with Seller’s past practices through the date of this Agreement, including (a) compliance with all contractual and other obligations applicable to the operation of Seller or the Business and (b) collection of accounts receivable and payment of accounts payable utilizing normal procedures and without discounting or accelerating payment of such accounts.

“Organizational Documents” means (a) the articles or certificates of incorporation and the by-laws of a corporation, (b) the partnership agreement and any statement of partnership of a general partnership, (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership, (d) the operating or limited liability company agreement and the certificate of formation or articles of organization of a limited liability company, (e) any charter, joint venture agreement or similar document adopted or filed in connection with the creation, formation or organization of a Person, and (f) any amendment to or equivalent of any of the foregoing.

“Owned Intellectual Property” means any and all Intellectual Property that is owned or represented to be owned by Seller and used or held for use in the Business, including all Registered Intellectual Property and Seller Software.

“Permits” means all permits, licenses, authorizations, certificates, franchises, consents and other approvals from any Governmental Body.

“Permitted Liens” means (a) Liens for current Taxes, assessments or other governmental charges not yet due and payable or being contested in good faith by appropriate proceedings and for which adequate reserves have been established on the Financial Statements in accordance with GAAP, (b) mechanics’, carriers’, workers’, repairers’ and other similar Liens arising or incurred in the Ordinary Course of Business for obligations that are not overdue or are being contested in

good faith by appropriate proceedings, and (c) other Liens that are not, individually or in the aggregate, material to Seller.

“Person” means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or any other entity or Governmental Body.

“Personal Information” means all information in any form or media that identifies, could be used to identify or is otherwise related to an individual person (including any current, prospective, or former customer, end user or employee), in addition to any definition for “personal information” or any similar term provided by applicable Law or by Seller in any of its privacy policies, notices or contracts (e.g., “personal data,” “personally identifiable information,” “consumer health data,” “protected health information,” “PHI” or “PII”) in connection with the Business.

“Privacy Laws” means any and all applicable Laws, legal requirements, self-regulatory guidelines and binding industry standards (including of any applicable foreign jurisdiction) relating to the Processing of any Personal Information, including, but not limited to, the Federal Trade Commission Act, California Consumer Privacy Act as amended by the California Privacy Rights Act (CCPA), the Payment Card Industry Data Security Standard (PCI-DSS), Washington My Health, My Data Act (WMHMDA) the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM), the Telephone Consumer Protection Act (TCPA), the General Data Protection Regulation no. 2016/679 (EU GDPR), UK Data Protection Act 2018 (DPA), the General Data Protection Regulation as defined by the DPA as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (UK GDPR), any and all applicable Laws relating to breach notification, the use of biometric identifiers or the use of Personal Information for marketing purposes.

“Privacy Requirements” means all applicable Privacy Laws and all of Seller’s policies, notices, and contractual obligations relating to the Processing of Personal Information in connection with the Business.

“Processing” means any operation or set of operations performed on any data, whether or not by automated means, including but not limited to receipt, collection, compilation, use, storage, combination, sharing, safeguarding, disposal, erasure, destruction, disclosure or transfer (including cross-border transfer).

“Products” means any and all products developed, manufactured, marketed or sold by Seller or the Business, whether work in progress or in final form.

“Purchase Price” means (a) \$24,000,000.00, plus (b) the Net Working Capital Adjustment (which may be positive or negative) minus (c) Assumed Indebtedness plus (d) the Closing Cash Adjustment (which may be positive or negative).

“Purchased Contracts” means all Contracts, joint venture agreements, purchase commitments, advertising and promotional agreements, personal property leases and other

agreements (including any agreements of with customers, suppliers, sales representatives, agents, personal property lessors, personal property lessees, licensors, licensees, consignors and consignees specified therein) to which Seller or the Business is a party, including those that are set forth on Schedule 1.1(b) (and as may be amended, supplemented, or otherwise modified prior to assumption and assignment with the consent of the Seller, the Purchaser, and the contract counterparty). Purchaser shall have the right, by written notice delivered to Seller at any time during the period from and after the date hereof and until the Closing Date to delete any Contract (including any lease of real property) from Schedule 1.1(b) (it being understood that any such Contract deleted by Purchaser from such schedule may subsequently be rejected by Seller in the Bankruptcy Cases). Purchaser shall also have the right by written notice delivered to Seller at any time during the period from and after the date hereof and until the Closing Date to add any Contract to Schedule 1.1(b); provided that such Contract has not been previously rejected in the Bankruptcy Cases. Schedule 1.1(b) also sets forth the estimated amounts (as of the date hereof) of all amounts which Seller expects will be payable pursuant to Section 365(b) of the Bankruptcy Code on account of the assumption and assignment of any Purchased Contract.

“Purchased Intellectual Property” means all Owned Intellectual Property and all Licensed Intellectual Property.

“Purchase Price Deposit” means \$1,000,000.

“Purchase Price Deposit Escrow Fund” means the Purchase Price Deposit escrow account established pursuant to the Escrow Agreement.

“Representatives” means, with respect to any Person, such Person’s managers, partners, members, shareholders, equityholders, directors, officers, employees, agents, accountants, legal or financial advisors, or representatives of such accountants, legal or financial advisors.

“Required Cash” means an amount of Cash and Cash Equivalents equal to \$275,000.00.

“Restricted Cash” means any (a) cash and cash equivalents included on the balance sheet of Seller that is (i) held in foreign bank accounts or (ii) not freely usable or distributable immediately following Closing due to restrictions or limitations on use or distribution by Law, Contract or otherwise, or (b) cash held for third parties, in each case that would otherwise be included in Cash and Cash Equivalents.

“Restructuring Transaction” means (a) a recapitalization transaction involving, in whole or in part, Seller and its existing security holders or creditors, (b) any merger, consolidation, share exchange, business combination or other similar transaction with Seller, (c) any tender offer or exchange offer for 10% or more of the outstanding equity interests of Seller or any class of Seller’s debt securities or the filing of a registration statement under the Securities Act of 1933, as amended, in connection therewith, (d) the acquisition of beneficial ownership or a right to acquire beneficial ownership of, or the formation of any “group” (as defined under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended) which beneficially owns or has the right to acquire beneficial ownership of 10% or more of the then outstanding equity interests of Seller or any class

of Seller's debt securities or (e) the sale of all or substantially all of the assets of Seller or any of the Purchased Assets to a Person other than Purchaser or its Affiliates.

"Sale Motion" means the motion, in form and substance acceptable to Purchaser, to be filed with the Bankruptcy Court by Seller seeking (a) approval of the terms and provisions of this Agreement, (b) authorization for (i) the sale of the Purchased Assets pursuant to Section 363 of the Bankruptcy Code and (ii) the assumption and assignment of the Purchased Assets that are executory contracts pursuant to Section 365 of the Bankruptcy Code and (c) any other provisions acceptable to Purchaser.

"Sale Order" means the order of the Bankruptcy Court, in form and substance acceptable to Purchaser, granting the relief requested in the Sale Motion and authorizing the sale of the Purchased Assets pursuant to Section 363 of the Bankruptcy Code and the assumption and assignment of the Purchased Assets that are executory contracts pursuant to Section 365 of the Bankruptcy Code, free and clear of all Liens and as more fully described in Section 7.4, substantially in the form attached hereto as Exhibit D.

"Seller Expenses" means, without duplication, and to the extent unpaid as of immediately prior to the Closing, the aggregate amount of Liabilities incurred by Seller in connection with the negotiation and consummation of the Transactions, including (a) the fees and expenses of any brokers, finders, consultants, agents, attorneys, data room providers and other advisors, including the 50% of the fees owed to the Escrow Agent and (b) except as set forth in Section 9.3(b), the amount of deferred compensation and accrued or deferred bonuses and benefits (including paid sick/leave/vacation) of Seller or the Business, stay bonuses, sales bonuses, transaction bonuses, change of control payments, severance payments, retention payments or other payments, and the amount of the employer's portion of any employment, payroll or social security Taxes with respect to the amounts set forth in this clause (b) of this definition and any other compensatory amounts payable hereunder ("Compensatory Amounts").

"Seller Software" means all Software owned or represented to be owned by Seller and used or held for use in the Business.

"Software" means any and all (a) software or computer programs of any type, including any and all software implementations of algorithms, models and methodologies, whether in source code, object code or other form; (b) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, development tools, templates, menus, buttons, images, videos, models and icons; (c) databases and (d) documentation and other materials related to any of the foregoing, including user manuals and training materials.

"Subsidiary" means, with respect to any Person, any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at any time directly or indirectly owned by such Person.

"Target Net Working Capital" means \$504,000.00.

“Taxing Authority” means the U.S. Internal Revenue Service and any other Governmental Body responsible for the administration of any Tax.

“Tax Return” means any return, report or statement required to be filed with respect to any Tax (including any amendment thereof) including, but not limited to, any information return or amended return, and including, where permitted or required, combined, consolidated or unitary returns for any group of entities that includes Seller or any of its Affiliates.

“Tax” or “Taxes” means (a) any and all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments, including, without limitation, all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property, escheat, unclaimed property and estimated taxes, customs duties, fees, assessments and charges of any kind whatsoever, (b) all interest, penalties, fines, additions to tax or additional amounts imposed by any Taxing Authority in connection with any item described in clause (a), and (c) any liability in respect of any items described in clauses (a) and/or (b) payable by reason of contract, assumption, transferee liability, operation of law, Treasury Regulation section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under law) or otherwise.

“Technology” means, collectively, all Software, information, designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used by Seller.

“Transactions” means the transactions contemplated by this Agreement and the Ancillary Documents.

“WARN” means the Worker Adjustment and Retraining Notification Act of 1988, as amended.

“Wind-Up End Date” shall mean the date after the Closing Date on which the Bankruptcy Cases are dismissed, converted to a case under Chapter 7, or closed pursuant to Section 350 of the Bankruptcy Code.

1.2 Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have meanings set forth in the sections indicated:

<u>Term</u>	<u>Section</u>
Allocation	11.3
Alternative Transaction	7.3(a)

<u>Term</u>	<u>Section</u>
Annual Financial Statements	5.4(a)
Ancillary Documents	5.1(b)
Asset Acquisition Statement	11.2
Assumed Liabilities	3.1
Balance Sheet Date	5.4(a)
Bankruptcy Cases	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Closing	4.1
Closing Date	4.1
Confidential Information	8.5(c)
Copyrights	1.1 (in Owned Intellectual Property definition)
Cure Amounts	2.5
Debt Financing	8.13(a)
Excluded Assets	2.2
Excluded Employee	9.1(b)
Excluded Liabilities	2.4
Final Purchase Price	3.4(b)
Financial Statements	5.4(a)
FIRPTA Affidavit	4.2(e)
FLSA	5.14(a)
Interim Financial Statements	5.4(a)
Key Customers	5.22(b)
Key Vendors	5.22(c)
Marks	1.1 (in Owned Intellectual Property definition)
Material Contract	5.13(a)
Negative Adjustment Amount	3.4(c)(iii)
Net Working Capital	3.4(a)
Non-Solicitation Period	7.3(a)
Patents	1.1 (in Owned Intellectual Property definition)
Personnel IP Contracts	5.16(f)
Positive Adjustment Amount	3.4(c)(ii)
Purchased Assets	2.1
Purchase Price	3.1
Purchaser	Recitals
Purchaser Plans	9.3(a)
Registered Intellectual Property	5.16(a)
Restricted Business	8.5(a)
Revised Statements	11.2
Seller	Recitals
Ancillary Documents	5.1(b)
Seller Marks	0
Seller Plans	5.15(a)

<u>Term</u>	<u>Section</u>
Seller Representatives	7.3(a)
Termination Date	4.4(a)
Trade Secrets	1.1 (in Owned Intellectual Property definition)
Transferred Employees	9.1(a)

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall purchase, acquire and accept from Seller, and Seller shall sell, transfer, assign, convey and deliver to Purchaser all of Seller's right, title and interest in, to and under the Purchased Assets, free and clear of any and all Liens to the extent permissible under Section 363(f) of the Bankruptcy Code. "Purchased Assets" shall mean all of the business, assets, properties, contractual rights, goodwill, going concern value, rights and claims of Seller related to the Business, wherever situated and of whatever kind and nature, real or personal, tangible or intangible, whether or not reflected on the books and records of Seller (other than the Excluded Assets), including each of the following assets:

(a) all bank accounts of Seller or the Business, including those listed on Schedule 5.21 (the "Seller Bank Accounts");

(b) (i) all Current Assets and (ii) all Cash and Cash Equivalents as of the Closing;

(c) all deposits, credits, and prepaid charges and expenses from whatever source paid other than any deposits or prepaid charges and expenses paid in connection with or relating to any Excluded Assets or Excluded Liabilities;

(d) all royalties, advances, prepaid assets, and other current assets;

(e) all inventory used or intended to be used primarily in connection with the Business;

(f) all deposits (including customer deposits and security deposits for rent, electricity, telephone or otherwise) and prepaid charges and expenses of Seller or the Business;

(g) all Assumed Leases, including all rights of Seller or the Business under each Assumed Lease, together with all improvements, fixtures and other appurtenances thereto and rights in respect thereof;

(h) the Furniture and Equipment;

(i) the Purchased Intellectual Property;

(j) all Purchased Contracts, including all rights of Seller or the Business under the Purchased Contracts;

(k) all Documents that are used in, held for use in or intended to be used in, or that arise out of, the Business, including Documents relating to Products, services, marketing, advertising, promotional materials, Owned Intellectual Property, personnel files for Transferred Employees and all files, customer files and documents (including credit information), supplier lists, records, literature and correspondence, but excluding personnel files for Employees of Seller who are not Transferred Employees (each to the extent permitted under applicable Law, including the Privacy Requirements);

(l) all Permits used by Seller or the Business to the extent assignable;

(m) all supplies owned by Seller or used in connection with the Business, including the Technology;

(n) all rights of Seller or the Business under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with employees and agents of Seller or with third parties to the extent relating to the Business or the Purchased Assets (or any portion thereof);

(o) all rights of Seller or the Business under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to Products sold, or services provided, to Seller or the Business or to the extent affecting any Purchased Assets;

(p) all express consents obtained by Seller or the Business under applicable Privacy Law from any person to (i) send or cause to be sent an electronic message to such person or (ii) alter or cause to be altered the transmission data in an electronic message so that the message is delivered to a destination other than or in addition to that specified by such person;

(q) all rights, claims, or causes of action which Seller or the Business may have against any Person with respect to the Purchased Assets;

(r) all third party property and casualty insurance proceeds, and all rights to third party property and casualty insurance proceeds, in each case to the extent received or receivable in respect of the Business; and

(s) all goodwill and other intangible assets associated with Seller or the Business, including customer and supplier lists and the goodwill associated with the Owned Intellectual Property.

2.2 Excluded Assets. Nothing herein contained shall be deemed to transfer, assign or convey the Excluded Assets to Purchaser, and Seller shall retain all right, title and interest to, in and under the Excluded Assets. “Excluded Assets” shall mean each of the following assets:

(a) any amounts (including the Purchase Price) paid or payable to Seller pursuant to this Agreement or any other Ancillary Document;

(b) the Excluded Contracts;

(c) all rights to any refunds, rebates, or credits of Taxes of Seller (or any direct or indirect owners of Seller), including all rights to any employee retention tax credits arising as a result of the operation of the Business prior to Closing, and all Tax assets and similar items of Seller (or any direct or indirect owners of Seller) relating to any period, or any portion of any period;

(d) all rights, claims, or causes of action which Seller or the Business may have against any Person (other than Purchaser or any of its Affiliates) with respect to any Excluded Assets;

(e) any Seller Plan;

(f) all current and prior insurance policies of Seller or the Business and any proceeds therefrom;

(g) any Purchased Contract (including any Assumed Lease) that cannot be assumed and assigned to Purchaser, as determined by the Bankruptcy Court pursuant to a Final Order;

(h) all Equity Interests of each Seller entity, including any options, warrants or other securities exchangeable or convertible into Equity Interests of any Seller entity, and all related governance documents;

(i) all claims against and amounts due Seller from Affiliates or related parties (including, without limitation, current and former officers and directors of Sellers); and

(j) all offer letters or employment agreements between Seller and any Employee.

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing Purchaser shall assume, effective as of the Closing, the following liabilities of Seller (collectively, the “Assumed Liabilities”):

(a) all liabilities of Seller under the Purchased Contracts to the extent that any such Liabilities: (i) arise from facts, circumstances, events or obligations to be performed on or after the Closing; (ii) do not arise from a breach, violation or default of such Purchased Contract by Seller or the Business prior to the Closing; and (iii) are not required to be performed prior to the Closing;

(b) all Liabilities specifically assumed with respect to Transferred Employees under Article IX;

(c) all Current Liabilities solely to the extent deducted in calculating Closing Net Working Capital;

(d) all Assumed Indebtedness; and

(e) all Liabilities relating to amounts required to be paid by Purchaser hereunder.

2.4 Excluded Liabilities. Notwithstanding anything in this Agreement to the contrary, Purchaser shall not assume, and shall be deemed not to have assumed, any Liabilities relating to the Business or Seller or any Affiliate of Seller except as expressly provided in Section 2.3 or elsewhere in this Agreement, and Seller and its Affiliates shall be solely and exclusively liable with respect to all such Liabilities, other than the Assumed Liabilities (collectively, the “Excluded Liabilities”), including those Liabilities set forth below:

(a) all Liabilities incurred prior to the Closing Date or that relate to or arise in connection with the operation of the Business or Seller prior to the Closing Date (including any Liability incurred prior to the Closing Date relating to a Contract with a customer or supplier of Seller or the Business), other than accounts payable and other Current Liabilities to the extent specifically included in Closing Net Working Capital;

(b) all Liabilities relating to the Excluded Assets;

(c) except to the extent specifically provided in Article IX, all Liabilities arising out of, relating to or with respect to (i) the employment or performance of services, or termination of employment or services by Seller or any of its Affiliates of any individual on or before the Closing Date, (ii) workers’ compensation claims against Seller related to the Business that relate to the period on or before the Closing Date, irrespective of whether such claims are made prior to or after the Closing or (iii) any Seller Plan;

(d) all Liabilities arising out of, under or in connection with Contracts that are not Purchased Contracts and, with respect to Purchased Contracts, Liabilities in respect of a breach by or default of Seller or the Business accruing under such Contracts with respect to any period prior to Closing;

(e) all Cure Amounts;

(f) all Liabilities arising out of, under or in connection with any Indebtedness of Seller or the Business other than the Assumed Indebtedness;

(g) all Liabilities for (i) Transfer Taxes imposed on Seller pursuant to Section 11.1, (ii) Taxes of Seller or any of its equityholders or creditors, (iii) Taxes that relate to the Purchased Assets or the Assumed Liabilities for taxable periods (or portions thereof) ending on or before the Closing Date, including, without limitation, Taxes allocable to Seller or the Business pursuant to Section 11.2, and (iv) payments under any Tax allocation, sharing or similar agreement (whether oral or written) for taxable periods (or portions thereof) ending on or before the Closing Date;

(h) all Liabilities in respect of any pending or threatened Action, or any claim arising out of, relating to or otherwise in respect of (i) the operation of the Business to the extent such Action or claim relates to such operation on or prior to the Closing Date, or (ii) any Excluded Asset;

(i) all Liabilities that relate to or arise in connection with Seller's November 17, 2023 data breach;

(j) all Liabilities arising out of, under or in connection with Kologik Financing Partners, LLC;

(k) any Liability with respect to Seller Expenses; and

(l) all Liabilities relating to amounts required to be paid by Seller hereunder.

2.5 Cure Amounts. At Closing and pursuant to Section 365 of the Bankruptcy Code, Seller shall assume and assign to Purchaser the Purchased Contracts, including the Assumed Leases. The cure amounts, as determined by the Bankruptcy Court, if any (the "Cure Amounts"), necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Purchased Contracts and Assumed Leases, shall be paid by Seller, on or before Closing, and not by Purchaser and Purchaser shall have no liability therefor.

2.6 Bulk Sales Law. Purchaser hereby waives compliance by Seller with the requirements and provisions of any "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Purchaser. Pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any security interests in the Purchased Assets, including any Liens or claims arising out of the bulk transfer laws, and the parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

2.7 Withholding. Purchaser (or any other Person that has any withholding obligation with respect to any payment made by Purchaser pursuant to this Agreement) shall be entitled to deduct and withhold from any amount payable pursuant to this Agreement such amounts as Purchaser determines in good faith are required to be deducted or withheld therefrom or in connection therewith under the Code or any provision of state, local or foreign Law relating to Taxes; provided that, except with respect to payments in the nature of compensation for services or as a result of Sellers' failure to provide the documentation described in Section 4.2(e), Purchaser will use commercially reasonable efforts (a) to notify Seller of its intent to withhold any amounts under this Section 2.7 reasonably promptly after it becomes aware that such withholding is required and (b) to cooperate with Seller in seeking to eliminate or reduce (to the maximum extent possible, if elimination is not possible) any such deduction or withholding. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the Person to whom such amounts would otherwise have been paid.

ARTICLE III

CONSIDERATION

3.1 Consideration. The aggregate consideration for the Purchased Assets shall be (a) the Purchase Price, subject to adjustment as provided in Section 3.4, and (b) the assumption of the Assumed Liabilities.

3.2 Purchase Price Deposit. As soon as reasonably practicable following the approval of the Bidding Protections Order, Purchaser shall deposit with the Escrow Agent under the Escrow Agreement the Purchase Price Deposit, less the Exclusivity Deposit, by wire transfer of immediately available funds. Upon the terms and subject to the conditions of the Escrow Agreement, Purchaser and Kologik shall jointly instruct the Escrow Agent to release the Purchase Price Deposit Escrow Fund as follows:

(a) if the Closing shall occur, the Purchase Price Deposit shall be applied towards the Purchase Price payable by Purchaser to Seller pursuant to Section 3.3 hereof;

(b) if this Agreement is terminated by Seller pursuant to Section 4.4(d), the Purchase Price Deposit shall be delivered to Seller; or

(c) if this Agreement is terminated other than pursuant to Section 4.4(d), the Purchase Price Deposit shall be delivered to Purchaser.

3.3 Payment of Purchase Price.

(a) On the Closing Date, Purchaser shall pay the Estimated Purchase Price (less the Exclusivity Deposit, the Purchase Price Deposit, and the Adjustment Escrow Amount) to Seller by wire transfer of immediately available funds into an account designated by Seller.

(b) On the Closing Date, Purchaser shall deliver to the Escrow Agent under the Escrow Agreement, by wire transfer of immediately available funds, the Adjustment Escrow Amount.

3.4 Purchase Price.

(a) At least three (3) Business Days prior to the Closing Date, Seller shall deliver to Purchaser a statement (the "Estimated Closing Statement"), together with reasonable supporting documentation, setting forth Seller's good faith estimate of the amounts of the Net Working Capital Adjustment (the "Estimated Working Capital"), the Closing Cash Adjustment (the "Estimated Closing Cash") and the Assumed Indebtedness (the "Estimated Assumed Indebtedness"), and, based thereon, its good faith estimate of the Purchase Price (such estimated amount, the "Estimated Purchase Price"). Following the delivery of the Estimated Closing Statement, Seller shall provide Purchaser and its Affiliates with reasonable access to work papers and other books and records for purposes of assisting Purchaser in its review of the Estimated Closing Statement. Prior to the Closing, Seller shall consider in good faith any revisions to the

Estimated Closing Statement raised by Purchaser in connection with its review of the Estimated Closing Statement (which shall be modified to include any such revisions accepted by Seller in good faith).

(b) Determination of Final Purchase Price.

(i) No later than ninety (90) days after the Closing Date (the “Adjustment Notice Date”), Purchaser shall prepare and deliver to Seller a statement setting forth Purchaser’s good faith proposed calculation of the Final Purchase Price and the amount owed to Seller as a result thereof together with Purchaser’s good faith proposed calculations of (A) the Net Working Capital Adjustment, (B) the Closing Cash Adjustment and (C) Assumed Indebtedness, in each case, including the components thereof and determined in a manner consistent with the definitions thereof, and together with reasonable supporting back-up documentation (which calculations shall collectively be referred to herein as the “Proposed Closing Date Calculations”). Seller shall have thirty (30) days to review the Proposed Closing Date Calculations. During such thirty (30)-day period, Seller shall have reasonable access to the relevant books and records of Purchaser to the extent related to the Proposed Closing Date Calculations as may be reasonably requested by Seller for the purpose of reviewing the Proposed Closing Date Calculations; provided, however, that such access shall be subject to customary confidentiality requirements and not interfere with the normal business operations of Purchaser or its Affiliates.

(ii) If Seller does not provide written notice of any dispute (a “Purchase Price Dispute Notice”) to Purchaser within such thirty (30)-day period, which Purchase Price Dispute Notice shall describe the nature of any such disagreement in reasonable detail and identify the specific items involved and, to the extent reasonably ascertainable, an estimate of the dollar amount of such disagreement, the parties agree that the Proposed Closing Date Calculations shall be deemed to be the final Net Working Capital Adjustment, Closing Cash Adjustment and Assumed Indebtedness, and resulting Purchase Price, in each case, for all purposes hereunder. If Seller delivers a Purchase Price Dispute Notice to Purchaser within such thirty (30)-day period, Purchaser and Seller shall use commercially reasonable efforts to resolve any disputes set forth in the Purchase Price Dispute Notice during the thirty (30)-day period commencing on the date Purchaser receives the applicable Purchase Price Dispute Notice from Seller. If Purchaser and Seller do not agree upon a final resolution with respect to such disputed items within such thirty (30)-day period, then Purchaser and Seller shall engage, and the remaining items in dispute shall be submitted immediately to, a nationally recognized firm of independent certified public accountants mutually acceptable to Purchaser and Seller (the “Accounting Firm”). The Accounting Firm shall consider only those items and amounts as to which Purchaser and Seller have disagreed within the time periods and on the terms specified above. Both Purchaser and Seller may furnish to the Accounting Firm such information and documents as it deems relevant, with copies of such submission and all such documents and information being concurrently given to the other party. The Accounting Firm shall act as an expert and not an arbitrator and shall resolve each item of disagreement based solely on the supporting material provided by Purchaser and Seller and not pursuant to any independent review. The

determination of value made by the Accounting Firm with respect to the disputed items submitted to the Accounting Firm shall not be greater than the greatest value for such items claimed by Purchaser or Seller or less than the smallest value for such items claimed by Purchaser or Seller. The determination of the Accounting Firm shall be conclusive and binding upon the parties for all purposes of this Agreement absent manifest error (and, in the event of manifest error, the determination shall be referred back to the Accounting Firm to correct such error). The terms of appointment and engagement of the Accounting Firm shall be as agreed upon between Purchaser and Seller, and any associated engagement fees shall be borne based on the inverse of the percentage that the Accounting Firm's determination bears to the total amount of the total items in dispute as originally submitted to the Accounting Firm. For example, should the items in dispute total in amount to \$1,000 and the Accounting Firm awards \$600 in favor of Seller, 60% of the costs of its review would be borne by Purchaser and 40% of the costs of its review would be borne by Seller. The Proposed Closing Date Calculations shall be revised, if necessary, as appropriate to reflect the resolution of any objections thereto pursuant to this Section 3.4(b)(ii) and, as so revised, such Proposed Closing Date Calculations shall be deemed to set forth the final Net Working Capital Adjustment, Closing Cash Adjustment, Assumed Indebtedness, and Purchase Price for all purposes hereunder.

(c) Payment of Adjustment to Estimated Purchase Price. At such time as the Purchase Price (the "Final Purchase Price") is finally determined in accordance with this Section 3.4, if:

(i) the Final Purchase Price is equal to the Estimated Purchase Price, then Purchaser and Kologik shall jointly instruct the Escrow Agent to release the entire amount of the Adjustment Escrow Amount from the Adjustment Escrow Account to Seller;

(ii) the Final Purchase Price is greater than the Estimated Purchase Price (such difference, the "Positive Adjustment Amount"), then (A) Purchaser and Kologik shall jointly instruct the Escrow Agent to release the entire amount of the Adjustment Escrow Amount from the Adjustment Escrow Account to Seller, and (B) Purchaser shall then pay to Seller the lesser of the Positive Adjustment Amount and the Maximum Adjustment Amount; provided, for the avoidance of doubt, if the amount of the Positive Adjustment Amount exceeds the Maximum Adjustment Amount, Purchaser shall not have any liability for any portion of a Positive Adjustment Amount in excess of the Maximum Adjustment Amount; or

(iii) the Final Purchase Price is less than the Estimated Purchase Price (the absolute value of such difference, the "Negative Adjustment Amount"), then Purchaser and Kologik shall jointly instruct the Escrow Agent (A) to release from the Adjustment Escrow Account to Purchaser the lesser of (x) the Adjustment Escrow Amount and (y) the Negative Adjustment Amount, and, (B) if applicable, to release any amount remaining in the Adjustment Escrow Account to Seller. If the amount of the Negative Adjustment Amount exceeds the Adjustment Escrow Amount, Purchaser's sole recourse shall be against the Adjustment Escrow Amount directly, and Seller shall not have any liability for

any portion of a Negative Adjustment Amount in excess of the Adjustment Escrow Amount.

The Parties agree to treat any Positive Adjustment Amount or Negative Adjustment Amount as an adjustment to the Estimated Purchase Price for Tax purposes.

ARTICLE IV

CLOSING AND TERMINATION

4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 10.1 10.2, and 10.3 hereof (or the waiver thereof by the party entitled to waive that condition), the closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II hereof (the “Closing”) shall take place remotely via the exchange of electronic documents and signatures by electronic mail on a date to be specified by the parties, which date shall be no later than the second Business Day after satisfaction or waiver of the conditions set forth in Article X (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another time or date, or both, are agreed to in writing by the parties hereto; *provided, however*, that without the prior written consent of Purchaser, in no event shall the Closing occur prior to the first Business Day following the date that is forty-five (45) days after the date hereof. The date on which the Closing shall be held is referred to in this Agreement as the “Closing Date.” For purposes of this Agreement, from and after the Closing, the Closing shall be deemed to have occurred at 12:01 am (prevailing Eastern Time) on the Closing Date.

4.2 Deliveries by Seller. At the Closing, Seller shall deliver to Purchaser:

- (a) a duly executed Bill of Sale and Assignment and Assumption Agreement in the form of Exhibit A hereto;
- (b) duly executed assignments of the Registered Intellectual Property, in a form suitable for recording in the U.S. patent or trademark office, as applicable, and general assignments of all other Owned Intellectual Property in form and substance reasonably acceptable to Purchaser (collectively, the “IP Assignment Agreements”);
- (c) the authorizing resolutions adopted by the board of managers or other applicable governing body of each Seller entity authorizing this Agreement, each other Ancillary Document to which such Seller entity is a party and the consummation of the Transactions;
- (d) copies of all consents, waivers and approvals referred to in Section 10.1(e);
- (e) duly completed and executed IRS Form W-9 for Seller;
- (f) an assignment of all Assumed Leases, but solely to the extent such assignment is not effected pursuant to the Sale Order;

(g) all Permits of Seller or the Business related to the ownership, operation or use of the Purchased Assets as historically owned, operated, or used other than those Permits that are not material to the operation of the Purchased Assets at Closing, each of which shall have been duly transferred and/or reissued to Purchaser pursuant to applicable Law;

(h) a certified copy of the Sale Order;

(i) the officer's certificate required to be delivered pursuant to Sections 10.1(a) and 10.1(b);

(j) evidence that (i) individuals designated by Purchaser have been granted authority over the Seller Bank Accounts and (ii) any Person other than those designated by Purchaser has been terminated as an authorized party with respect to the Seller Bank Accounts;

(k) duly executed offers of employment with Purchaser from ninety percent (90%) of the Employees, including Paul San Soucie; and

(l) such other good and sufficient instruments of transfers as Purchaser may reasonably request, in each case in form and substance reasonably acceptable to Purchaser.

4.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Seller:

(a) evidence of the wire transfer referred to in Section 3.3 hereof;

(b) a duly executed Bill of Sale and Assignment and Assumption Agreement in the form of Exhibit A hereto;

(c) a Louisiana Resale Certificate, duly executed by Purchaser; and

(d) such other documents, instruments and certificates as Seller may reasonably request, in form and substance reasonably acceptable to Seller.

4.4 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) by either Purchaser or Seller, if:

(i) the Closing shall not have occurred by the close of business on the sixtieth (60th) day following the execution of this Agreement (the "Termination Date"); provided, further, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser or Seller, then the breaching party may not terminate this Agreement pursuant to this Section 4.4(a);

(ii) there shall be in effect a final nonappealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; it being agreed that

the parties hereto shall promptly appeal any adverse determination which is not nonappealable (and pursue such appeal with reasonable diligence); *provided* that a party may not terminate this Agreement pursuant to this Section 4.4(a)(ii) if such party is in material breach of any of its representations, warranties, covenants or agreements contained herein and such material breach is the primary cause or grounds for such Order; or

(iii) the Bankruptcy Court approves a Restructuring Transaction or an Alternative Transaction to a Person (or group of Persons) other than Purchaser or an Affiliate of Purchaser, provided that no termination under this Section 4.4(ii)(iii) shall be effective until the Break-Up Fee, the Expense Reimbursement, and return of the Purchase Price Deposit set forth in Section 7.1 hereof shall have been paid to Purchaser;

(b) by mutual written consent of Seller and Purchaser;

(c) by Purchaser, if:

(i) the Bankruptcy Court denies that portion of the Bidding Protections Motion with respect to the Break-Up Fee or the Expense Reimbursement, in whole or in part;

(ii) the Bankruptcy Cases are (A) converted to a case under chapter 7 of the Bankruptcy Code or (B) dismissed prior to the Closing;

(iii) a trustee or examiner is appointed under section 1104 of the Bankruptcy Code prior to Closing;

(iv) the Bidding Protections Order (including the provisions set forth in Section 7.2 hereof) or the Sale Order is modified in any respect without the consent of Purchaser;

(v) the Sale Order has not been entered by the Bankruptcy Court within forty-five (45) days after the date hereof and, as of the time of such termination of this Agreement, the Sale Order has not been entered by the Bankruptcy Court;

(vi) the Bidding Protections Order has not been entered by the Bankruptcy Court within three (3) days after the Petition Date;

(vii) Seller enters into a definitive agreement with respect to an Alternative Transaction; or

(viii) so long as Purchaser is not in material breach of any of its representations, warranties, covenants or agreements contained herein, there shall be a material breach by Seller of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.1 or 10.3 and which breach cannot be cured or has not been cured by the earlier

of (i) ten (10) Business Days after the giving of written notice by Purchaser to Seller of such breach and (ii) the Termination Date;

(d) so long as Seller is not in material breach of any of its representations, warranties, covenants or agreements contained herein, by Seller, if there shall be a material breach by Purchaser of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 10.2 or 10.3 and which breach cannot be cured or has not been cured by the earlier of (i) ten (10) Business Days after the giving of written notice by Seller to Purchaser of such breach and (ii) the Termination Date.

4.5 Procedure Upon Termination. This Agreement shall in no event terminate (a) with respect to Seller unless and until any and all amounts payable to Purchaser pursuant to Sections 3.2(c) and 7.1 in connection with such proposed termination shall have been paid in full to Purchaser and (b) with respect to Purchaser unless and until any and all amounts payable to Seller pursuant to Section 3.2(c) in connection with such proposed termination shall have been paid in full to Seller. In the event of termination and abandonment by Purchaser or Seller, or both, pursuant to Section 4.4, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Purchaser or Seller. If this Agreement is terminated as provided herein each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

4.6 Effect of Termination. In the event that this Agreement is validly terminated as provided herein, then each of the parties shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without Liability to Purchaser or Seller; provided, however, that the obligations of the parties set forth in Article XII and Sections 4.5, 4.6, and 7.1 (to the extent applicable) hereof shall survive any such termination and shall be enforceable hereunder.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLER

Except as disclosed in the disclosure schedules dated as of the date hereof delivered by Seller to Purchaser (the "Disclosure Schedule"), Seller hereby makes the representations and warranties contained in this Article V to Purchaser as of the date hereof and as of the Closing Date.

5.1 Organization, Good Standing and Authority.

(a) Each Seller entity is (i) a limited liability company duly organized, validly existing and in good standing under the laws of the State of Louisiana or the State of Delaware, as applicable, and (ii) has all requisite power and authority to own, lease and operate its assets and properties and to carry on the Business as now being conducted and as presently proposed to be conducted by it.

(b) Seller is duly qualified to conduct the Business as currently conducted in each jurisdiction in which the character or location of the property owned, leased or operated by it or the nature of its business makes such qualification necessary and each other jurisdiction in which the conduct of the Business or the ownership of its properties requires such qualification or authorization, except where the failure to be so qualified, would not have a Material Adverse Effect. Copies of the Organizational Documents of each Seller entity, in effect of the date hereof, have been provided to Purchaser and reflect all amendments made thereto and are true, correct and complete in all material respects.

(c) Subject to obtaining Bankruptcy Court approval pursuant to the Sale Order, Seller has all requisite power and authority to execute and deliver this Agreement and each of the Ancillary Documents to which Seller is a party and to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance by Seller of this Agreement and each of the Ancillary Documents to which any Seller is a party, and the consummation by Seller of the Transactions have been duly authorized and approved by all requisite corporate action on the part of Seller and no other action or action on the part of Seller or its equityholders is necessary to authorize the execution, delivery and performance by Seller of this Agreement or any of the Ancillary Documents to which Seller is a party, and the consummation by Seller of the Transactions. This Agreement has been, and each of the Ancillary Documents will be at or prior to the date hereof or the Closing, as applicable, duly executed and delivered by Seller, and, assuming the due execution and delivery of this Agreement and each of the Ancillary Documents (as applicable) by the other Persons that are a party hereto or thereto, following the approval of this Agreement and the transactions contemplated hereby by the Bankruptcy Court pursuant to the Sale Order constitutes, and each of the Ancillary Documents when so executed and delivered will constitute, valid and binding obligations of Seller enforceable against Seller in accordance with their terms, except (i) to the extent that such enforceability may be subject to, and limited by, applicable bankruptcy, insolvency, reorganization, moratorium, receivership and other Laws affecting the enforcement of creditors' rights generally, and (ii) that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

(d) Kologik's only Subsidiaries are Capital, Capital II and Kologik Technologies and Kologik owns, directly or indirectly, all of the outstanding equity or other ownership interests in each of such Subsidiaries. All of the outstanding equity or other ownership interests in each of Seller's Subsidiaries have been duly authorized and validly issued. Except as set forth in the first sentence of this Section 5.1(d) or as set forth in Schedule 5.1(d), Seller does not otherwise, directly or indirectly, own, and has never owned, any equity, partnership, membership or similar interest in, or any interest convertible into, exercisable for the purchase of or exchangeable for any such equity, partnership, membership or similar interest, and is not under any current or prospective obligation to form or participate in, provide funds to, make any loan, capital contribution or other investment in, or assume any Liability of, any Person.

5.2 Board Approval and Recommendation. The board of managers or other applicable governing body of each Seller entity has (a) determined that this Agreement and the Transactions, including the purchase of the Purchased Assets by Purchaser, are advisable, fair to and in the best interests of those Persons to whom the managers owe fiduciary duties under applicable Law,

(b) determined that an immediate sale of the Purchased Assets pursuant to Section 363 of the Bankruptcy Code is necessary and urgent as the realizable value of the Purchased Assets, and, therefore, the value ultimately available to the creditors and equityholders of Seller, is rapidly deteriorating, and (c) approved this Agreement and the Transactions.

5.3 No Conflict; Required Filings and Consents.

(a) Except as a result of the Chapter 11 Cases, the execution and delivery by Seller of this Agreement or the Ancillary Documents, the consummation of the Transactions, or compliance by Seller with any of the provisions hereof or thereof will not

(i) violate the provisions of the Organizational Documents of Seller, violate any Law or Order to which Seller is subject or by which its properties or assets are bound, or require Seller to obtain any consent or approval, or give any notice to, or make any filing with, any Governmental Body, or

(ii) result in a material violation or material breach of (with or without due notice or lapse of time or both), give rise to any right of termination, cancellation, modification or acceleration under, or require the consent of any third party to, any Material Contract or Permit or result in the imposition or creation of any Lien (other than Permitted Liens) under any provision of (i) the certificate of formation and operating agreement or comparable organizational documents of Seller; (ii) subject to entry of the Sale Order, any Contract or Permit to which Seller or the Business is a party or by which any of the properties or assets of Seller are bound; (iii) subject to entry of the Sale Order, any Order of any court, Governmental Body or arbitrator applicable to Seller or any of the properties or assets of Seller or the Business as of the date hereof; or (iv) subject to entry of the Sale Order, any applicable Law; excluding consents, approvals, notices and filings the absence of which, and violations, breaches, defaults, rights of acceleration, cancellation, modification or termination, and Liens, the existence of which would not, individually or in the aggregate, reasonably be expected to be material to Seller or the Business.

(b) Other than in connection with the commencement of the Chapter 11 Cases, entry of the Bidding Protections Order and entry of the Sale Order, no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of Seller (i) in connection with the execution and delivery of this Agreement or the Ancillary Documents, the compliance by Seller with any of the provisions hereof or thereof, the consummation of the Transactions or the taking by Seller of any other action contemplated hereby, or (ii) the continuing validity and effectiveness immediately following the Closing of any Contract or Permit of Seller or the Business, except for compliance with the applicable requirements of the HSR Act, if applicable.

5.4 Financial Statements.

(a) Schedule 5.4(a) contains (i) Kologik's unaudited balance sheet and related statement of profit and loss (the "Annual Financial Statements") for fiscal years ended December 31, 2022 and December 31, 2023 and (ii) Kologik's internally prepared unaudited balance sheet

as of January 31, 2024 (the “Balance Sheet Date”) and related statement of profit and loss for the one-month period ended January 31, 2024 (the “Interim Financial Statements” and, together with the Annual Financial Statements, the “Financial Statements”). The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis (except as may be specifically set forth in the notes thereto) and fairly present, in all material respects, the financial position of Seller as of the dates thereof and the consolidated results of operations for the periods then ended (subject, in the case of the Interim Financial Statements, to the absence of footnotes and normal year-end audit adjustments and to any other adjustments described therein, which, in each case, individually or in the aggregate, are not material).

(b) Seller has no material Liabilities with respect to the Business required to be reflected on a balance sheet prepared in accordance with GAAP, except (i) those which are adequately reflected or reserved against in the balance sheet contained in the Interim Financial Statements, (ii) those which have been incurred in the Ordinary Course of Business since the Balance Sheet Date and that are accrued for on the Estimated Closing Statement and that do not relate to any breach of a Contract to which Seller is party or any violation of Law, (iii) those arising under this Agreement or the Transactions and (iv) those disclosed, or arising out of matters disclosed, in Article V hereof and the corresponding portions of the Disclosure Schedule.

(c) Seller’s current system of internal control over financial reporting is reasonable and sufficient for a business of its size to record transactions as necessary in order to permit preparation of financial statements in accordance with GAAP. To Seller’s Knowledge, there have been no instances of fraud or corporate misappropriation that involve (i) any employee or member of management of Seller who has a material role in the Seller’s system of internal control over financial reporting or (ii) to Seller’s Knowledge, any other employee or member of management.

5.5 Title and Sufficiency of Purchased Assets. Seller has title to, or a valid leasehold interest in or all rights to use, the Purchased Assets. The Purchased Assets are subject to Liens, including Permitted Liens. At Closing, Seller shall convey good and marketable title to all of the Purchased Assets free and clear of all Liens, other than Permitted Liens, through the Sale Order and in the Bankruptcy Cases. The Purchased Assets are in good repair and operating condition and the Purchased Assets will include all of the assets (tangible and intangible and of any nature whatsoever), properties and rights together that are sufficient and necessary for the conduct and operation of the Business following the Closing in materially the same manner as presently conducted.

5.6 Absence of Certain Changes. Since the Balance Sheet Date and through the date of this Agreement, except as contemplated by or permitted by this Agreement or except as set forth in Schedule 5.6 or as consented to in writing by Purchaser or except in preparation for the filing of the Chapter 11 Cases, (i) Seller has conducted the Business in all material respects in the Ordinary Course of Business and (ii) there has not occurred a Material Adverse Effect. Without limiting the generality of the foregoing, since the Balance Sheet Date:

(a) there has not been any damage, destruction or loss, whether or not covered by insurance, with respect to the Purchased Assets having a replacement cost of more than \$10,000 for any single loss or \$50,000 for all such losses;

(b) Seller has not awarded or paid any bonuses to employees of Seller with respect to the fiscal year ended December 31, 2023, except to the extent accrued on the balance sheet or entered into any employment, deferred compensation, severance or similar agreement (nor amended any such agreement) or agreed to increase the compensation payable or to become payable by it to any of Seller's directors, officers, employees, agents or representatives or agreed to increase the coverage or benefits available under any severance pay, termination pay, vacation pay, company awards, salary continuation for disability, sick leave, deferred compensation, bonus or other incentive compensation, insurance, pension or other employee benefit plan, payment or arrangement made to, for or with such directors, officers, employees, agents or representatives;

(c) neither Seller nor the Business have sold, assigned or transferred any material portion of the Purchased Assets;

(d) Seller has not recognized or certified any labor union, labor organization, works council, or group of employees as the bargaining representative for any Employees

(e) Seller has not declared, set aside, or paid any dividend or made any distribution with respect to its capital stock, redeemed, purchased, or otherwise acquired any of its capital stock, or repaid any of its Indebtedness for borrowed money (other than pursuant to scheduled payments);

(f) neither Seller nor the Business have entered into, agreed to or permitted any material modification, amendment or extension of, or terminated, given or received notice to terminate or permitted to lapse, any Material Contract (or Contract that would constitute a Material Contract if in effect as of the date hereof);

(g) neither Seller nor the Business have released, assigned, compromised, settled or agreed to settle any legal proceeding or material dispute with any customer or vendor;

(h) there has not been any change by Seller or the Business in accounting or Tax reporting principles, methods or policies;

(i) neither Seller nor the Business have made or rescinded any election relating to Taxes, settled or compromised any claim, Action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes, or except as may be required by applicable Law, made any change to any of its methods of reporting income or deductions for federal income tax purposes from those employed in the preparation of its most recently filed federal income Tax Return;

(j) Seller has not failed to promptly pay and discharge Current Liabilities except for Liabilities not material in amount that are disputed in good faith by appropriate proceedings;

(k) neither Seller nor the Business have made any capital investment in, any loan to, or any acquisition of the securities or assets of, any other Person;

(l) Seller has not mortgaged, pledged, sold, assigned, encumbered, transferred, conveyed, licensed, sublicensed, covenanted not to assert, abandoned, allowed to lapse, leased, otherwise disposed of, or subjected to a Lien any assets of Seller or the Business (including Intellectual Property), except for non-exclusive licenses granted to third parties in the Ordinary Course of Business or with respect to immaterial or obsolete Intellectual Property;

(m) Seller has not discharged or satisfied any Lien, or paid any obligation or liability (fixed or contingent), except in the Ordinary Course of Business and which, in the aggregate, would not be material to Seller taken as a whole;

(n) neither Seller nor the Business have canceled or compromised any debt or claim or amended, modified, canceled, terminated, relinquished, waived or released any Contract or right except in the Ordinary Course of Business and which, in the aggregate, would not be material to Seller and its Subsidiaries taken as a whole;

(o) neither Seller nor the Business have issued, created, incurred, assumed or guaranteed any Indebtedness;

(p) neither Seller nor the Business made or committed to make any capital expenditures in excess of \$20,000 individually or \$50,000 in the aggregate;

(q) neither Seller nor the Business have released, assigned, compromised, settled or agreed to settle any Action or material dispute with any customer or vendor;

(r) neither Seller nor the Business have sold, leased, licensed, sublicensed, covenanted not to assert, assigned, transferred, abandoned or permitted to lapse or expire or otherwise disposed of any Purchased Intellectual Property or other intangible assets, other than in the Ordinary Course of Business consistent with past practice or with respect to immaterial or obsolete Intellectual Property;

(s) Seller has not made any loan to, or entered into any other transaction with, any of its shareholders, Affiliates, officers or employees, except for any advances made to employees in the Ordinary Course of Business;

(t) Seller or the Business have not disclosed any material Trade Secret of Seller or the Business to any other Person (other than in the Ordinary Course of Business to a Person bound by adequate confidentiality obligations);

(u) neither Seller nor the Business have Processed any Personal Information (or failed to Process, as applicable) in material violation of any Privacy Requirements; or

(v) neither Seller nor the Business have agreed, in writing or otherwise, to take any of the foregoing actions.

5.7 Compliance With Laws; Permits.

(a) Seller is, and has been for the past three (3) years, in material compliance with all Laws and Orders applicable to Seller and the Business and Seller has not within the last eighteen (18) months received any notice of any violations of any Law or Order. This Section 5.7 does not relate in any way to (i) compliance with Environmental Laws, which is covered by and dealt with exclusively by Section 5.11, (ii) compliance with applicable Laws concerning labor matters, which is covered by and dealt with exclusively in Section 5.14, (iii) compliance with applicable Laws concerning employee benefits, which is covered by and dealt with exclusively in Section 5.15, (iv) compliance with applicable Laws concerning data privacy, which is covered by and dealt with exclusively in Section 5.17, (v) compliance with Anti-Corruption and Anti-Money Laundering Laws, which is covered by and dealt with exclusively in Section 5.20.

(b) Schedule 5.7(b) sets forth a list of all Permits required for the operation of the Business or otherwise held by or for the benefit of Seller (the “Company Permits”), each of which is in full force and effect. Seller (i) has been in material compliance with all Company Permits and (ii) has not received any notice of any cancellation, suspension, revocation, invalidation or non-renewal of any Company Permit.

5.8 Litigation. Except as set forth in Schedule 5.8 and the Chapter 11 Cases, there is no, and during the past twelve (12) months there has been no, Action pending or, to Seller’s Knowledge, threatened (a) against (i) Seller, the Business, or any of Seller’s properties or assets or (ii) any officer, director, or Key Employee of Seller, in each case in such Person’s capacity as such; (b) to the Seller’s Knowledge, that questions the validity of this Agreement or the Ancillary Documents or the right of Seller to enter into them, or to consummate the transactions contemplated by this Agreement or the Ancillary Documents; or (c) that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, nor, to Seller’s Knowledge, has there occurred any material event nor does there exist any material condition on the basis of which any such Action could reasonably be properly instituted or commenced. Other than the Chapter 11 Cases, Seller and the Business are not, nor during the past three (3) years have been, in default under or in breach of any Order or a party or subject to any material Order. Except as set forth in Schedule 5.8 and the Chapter 11 Cases, there is no Action by Seller or the Business pending or which Seller or the Business intend to initiate. The foregoing includes Actions pending or threatened in writing (or, to Seller’s Knowledge, any basis therefor) involving the prior employment of any of Seller’s employees, their services provided in connection with Seller’s business, any information or techniques allegedly proprietary to any of their former employers, their obligations under any agreements with prior employers to any of their former employers or their obligations under any agreements with prior employers.

5.9 Insurance. Schedule 5.9 sets forth a true and complete list of all policies or contracts providing insurance coverage applicable to Seller or the Business. Each such insurance policy is in full force and effect as of the date hereof. All premiums due and payable under such policies have been paid, and there are no material defaults under any such policy by Seller or, to Seller’s Knowledge, the applicable insurer. Neither Seller nor the Business has received any notice of cancellation relating to any such insurance policies, and there are no material Actions pending under any such insurance policies for which coverage has been denied by the applicable insurance

carrier. The insurance policies disclosed on Schedule 5.9 are sufficient for compliance with all applicable Laws and Contracts to which Seller is a party or by which it is bound.

5.10 Real Property; Personal Property.

(a) Seller does not own in fee any real property.

(b) Schedule 5.10(b) sets forth a complete list of all real property leased or subleased by Seller or the Business as tenant or lessee (the “Leased Real Property”) and all of the leases and other agreements pursuant to which Seller uses or occupies the Leased Real Property (the “Leases”). Except as may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors’ rights generally, or subject to general principles of equity, Seller has a valid, binding and enforceable leasehold interest under each of the Leased Real Properties, as applicable, in each case free and clear of all Liens except Permitted Liens. The Leased Real Property constitutes all interests in real property currently used, occupied or held for use in connection with the Business and which are necessary for the continued operation of the Business as it is conducted on the date hereof. There has been no rent deferred under any Lease due to COVID-19 or otherwise that is currently unpaid or outstanding, and true, correct and complete copies of any such deferral arrangements and agreements have been provided to Purchaser.

5.11 Environmental Matters. (a) Neither Seller nor the Business have received any written notice from any Governmental Body asserting Liability arising from or relating to any Hazardous Substances; (b) no Governmental Body has commenced or, to Seller’s Knowledge, threatened to commence, any contribution action or other proceeding against Seller or the Business in connection with any asserted Liability under Environmental Laws in connection with the conduct of the businesses by Seller; (c) there has been no release of Hazardous Substances, other than in accordance with Environmental Laws, by Seller or the Business, or, to Seller’s Knowledge, by any other party, at any real property currently or formerly owned or operated (including as lessee) by Seller or the Business that is reasonably likely to result in material Liability being imposed upon Seller or the Business; and (d) to Seller’s Knowledge, Seller and the Business have been and are in compliance with all applicable Environmental Laws in all material respects.

5.12 Tax Matters.

(a) (i) Except as set forth in Schedule 5.12(a)(i), all income and other material Tax Returns relating to the Purchased Assets or the Business required to be filed by or on behalf of Seller or any Affiliated Group of which Seller is or was a member have been duly and timely filed with the appropriate Taxing Authority in all jurisdictions in which such Tax Returns are required to be filed (after giving effect to any valid extensions of time in which to make such filings), and all such Tax Returns are true, complete and correct in all material respects; and (ii) all income and other material Taxes relating to the Purchased Assets or the Business payable by or on behalf of Seller or any Affiliated Group of which Seller is or was a member have been fully and timely paid.

(b) All deficiencies asserted in writing or assessments made in writing as a result of any examinations by any Taxing Authority of the Tax Returns related to the Purchased Assets or the Business have been fully paid, and there are no other audits or investigations related to the Purchased Assets or the Business by any Taxing Authority in progress, nor has Seller received any notice from any Taxing Authority that it intends to conduct such an audit or investigation related to the Purchased Assets or the Business.

(c) Schedule 5.12(c) lists (i) all income and other types of material Taxes paid, and all types of material Tax Returns filed by or on behalf of Seller, in connection with, or with respect to, the Purchased Assets or the Business for the prior 3 year period and (ii) all of the jurisdictions that impose such Taxes and/or impose a duty on Seller to file such Tax Returns. Seller has made available complete copies of material Tax Returns relating to the Purchased Assets or the Business relating to taxable periods that ended after December 31, 2021.

(d) Seller has complied in all material respects with all applicable Laws relating to the payment and withholding of Taxes and has duly and timely withheld and paid over to the appropriate Taxing Authorities all amounts required to be so withheld and paid over under all applicable Laws.

(e) No claim has been made by a Taxing Authority in a jurisdiction in which Seller does not currently file a Tax Return such that Seller is or may be subject to taxation by that jurisdiction.

(f) Except as set forth on Schedule 5.12(f), no agreement, waiver or other document or arrangement extending or having the effect of extending the period for assessment or collection of Taxes (including, but not limited to, any applicable statute of limitation) or the period for filing any Tax Return (other than extensions of time for which to file granted in the ordinary course), has been executed or filed with any Taxing Authority by or on behalf of Seller. Seller has not requested any extension of time within which to file any Tax Return, which Tax Return has since not been filed.

(g) There is no contract, agreement, plan or arrangement covering any Person that, individually or collectively, could give rise to the payment of any amount that would not be deductible by Purchaser, Seller or any of their respective Affiliates by reason of Section 280G of the Code.

(h) There are no Liens for Taxes upon the Purchased Assets, except for Liens arising as a matter of Law relating to current Taxes not yet due and payable.

(i) Seller is not a foreign person within the meaning of Section 1445 of the Code.

(j) None of the Purchased Assets is an interest (other than indebtedness within the meaning of Section 163 of the Code) in an entity taxable as a corporation, partnership, trust or real estate mortgage investment conduit for federal income tax purposes.

(k) No issue has been raised by written inquiry by any Governmental Authority, which, by application of the same principles, would reasonably be expected to adversely affect the Tax treatment of the Purchased Assets or the Business in any taxable period (or portion thereof) ending after the Closing Date.

(l) No power of attorney entered into outside of the ordinary course of business with respect to any Tax matter is currently in force with respect to the Purchased Assets or the Business that would, in any manner, bind, obligate, or restrict Purchaser.

(m) Seller has not executed or entered into any agreement with, or obtained any consents or clearances from, any Taxing Authority, or has been subject to any ruling guidance specific to it, that would be binding on Purchaser for any taxable period (or portion thereof) ending after the Closing Date.

(n) None of the transactions taken pursuant to this Agreement by Seller will give rise to any withholding obligation under any provision of Law (including Section 1445 of the Code).

5.13 Material Contracts.

(a) Schedule 5.13(a) sets forth a list of all of the following Contracts to which Seller or the Business is a party or by which Seller or the Business is bound (any such Contract required to be disclosed on Schedule 5.13(a) and any Personnel IP Contract, a “Material Contract”):

(i) Any (A) Lease or (B) lease of personal property involving annual payments in excess of \$10,000;

(ii) any Contract (A) limiting in any respect the right of Seller or the Business to engage in any line of business, to compete with any Person in any line of business, to compete with any Person or the manner or locations in which any of them may engage or hire or solicit any Person for employment or other business relationship, or (B) prohibiting or limiting the right of Seller to make, sell or distribute any products or services;

(iii) any Contract for the purchase, acquisition or sale of materials, goods, services, equipment or other assets providing for annual payments made by or to Seller or the Business of \$10,000 or more;

(iv) any Contract for the sale of any of the assets or properties of Seller or the Business or for the grant to any Person of any preferential rights to purchase any such assets or properties, in each case, other than in the Ordinary Course of Business;

(v) each limited liability company agreement, partnership agreement, joint venture agreement, strategic alliances, collaboration and other similar Contract (however named) that involves sharing profits or losses by Seller with any other Person;

(vi) any Contract relating to the acquisition (by merger, purchase of stock or assets or otherwise) by Seller or the Business of any operating business or material assets or the capital stock of any other Person;

(vii) any Contract providing for or relating to Seller Expenses or the incurrence, assumption, guarantee or payoff of any Indebtedness or imposing a Lien on any of the material assets or properties of Seller, that would not be scheduled in the Chapter 11 Cases;

(viii) any Contract relating to employment, compensation (including salary or bonus), severance, consulting or indemnification between Seller and any of its officers, directors, employees, independent contractors or consultants, including any that would become payable as a result of the consummation of the transactions contemplated hereby, or any Contract that restricts the ability of Seller to terminate the employment of such Person or such agreement at any time for any lawful reason or for no reason without liability (including severance obligations);

(ix) any collective bargaining agreement or Contract with any labor union, works council, labor organization, group of employees or any collective bargaining representative;

(x) any Contract for capital expenditures or the acquisition or construction of fixed assets;

(xi) any Contract with a Key Vendor;

(xii) any Contract with a Key Customer;

(xiii) any Contract with any customer that includes terms materially different from the terms of Seller's standard form customer agreement which has been made available to Purchaser;

(xiv) any settlement Contract arising out of any Action asserted by any Person (including any Governmental Body);

(xv) any sales agency, sales representation, reseller, distributorship, dealer, broker, franchise or similar Contract;

(xvi) any Government Contract;

(xvii) any Contract with (A) a "key man" provision, requirement or similar provision or that otherwise provides a Person with any rights in the event that a particular Person ceases to provide services under such Contract or remain employed or engaged by Seller, (B) a most favored nation, favored customer, or similar provision, (C) exclusivity obligation or (D) minimum purchase, service level guarantees, guaranteed payments or obligations or similar provisions;

(xviii) any (A) Inbound IP License other than licenses granted by any third Person to Seller for Open Source Software or off-the-shelf Software commercially available on standard, non-negotiated terms for a one-time or annual fee (whichever is higher) of no more than \$10,000 and (B) Outbound IP Licenses other than non-exclusive licenses of Intellectual Property granted by Seller or the Business to customers in the Ordinary Course of Business;

(xix) any Contract providing for the invention, creation, conception or other development of any Intellectual Property (A) by Seller or the Business for any third Person, (B) by any third Person for Seller or the Business (other than any Personnel IP Contracts) or (C) jointly by Seller and any third Person;

(xx) any Contract providing for the assignment or transfer of any ownership interest in any Intellectual Property by (A) Seller or the Business to any third Person or (B) any third Person to Seller or the Business (other than any Personnel IP Contracts);

(xxi) any Contract that requires Seller or the Business to indemnify any Person (excluding indemnities contained in agreements for the purchase, sale or license of products or services entered into in the Ordinary Course of Business);

(xxii) any Contract or plan (including any equity incentive plan) relating to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any equity interests of Seller (including phantom equity) or any options, warrants, convertible notes or other rights to purchase or otherwise acquire any such securities or options, warrants or other rights therefor; and

(xxiii) any other Contract that is material to the Business.

(b) With respect to each Government Contract, for the last five (5) years, Seller and the Business have not: (i) materially breached or materially violated any Law, clause, provision or requirement pertaining to any Government Contract; (ii) been debarred or suspended from bidding on Government Contracts by a Governmental Body, or declared nonresponsible or ineligible for, government procurement pursuant to 48 C.F.R. Subpart 9.4, or any comparable state or local Laws and, to the Knowledge of Seller, no facts or circumstances exist that could reasonably be expected to give rise to debarment, suspension, or a declaration that the Seller or the Business is ineligible for government procurement; (iii) received any adverse findings in audits or investigations by any Governmental Body with respect to any Government Contract that remain unresolved; (iv) received any material written notice of breach, cure, show cause or default from any Governmental Body with respect to any Government Contract; (v) had any Government Contract terminated by any Governmental Body for default or failure to perform; or (vi) made any disclosure with respect to any material irregularity, misstatement or omission involving a Government Contract. All representations, certifications required under each Government Contract and statements executed and submitted by Seller or the Business in connection with Government Contracts were correct in all material respects as of their respective effective dates. Seller is not the subject of any pending claim pursuant to the False Claims Act (31 U.S.C. §§ 3729

et seq.) or any comparable state or local Laws and, to the Knowledge of Seller, no facts or circumstances exist that could reasonably be expected to give rise to a claim under the False Claims Act or any comparable state or local Laws against Seller or the Business. Seller and its officers, directors and employees have complied in all material respects with applicable procurement Laws governing the awarding and performance of Government Contracts. To Seller's Knowledge, neither Seller nor any of its directors, officers, or employees has had access to confidential or non-public information in connection with Government Contracts to which they were not lawfully entitled.

(c) (i) Seller has not received any notice of any default or event that (with due notice or lapse of time or both) would constitute a default by Seller or the Business under any Material Contract, (ii) each Material Contract is a legal, valid and binding obligation of Seller and is in full force and effect (except to the extent subject to, and limited by, applicable bankruptcy, insolvency, reorganization, moratorium, receivership and similar laws affecting the enforcement of creditors' rights generally and general equitable principles), (iii) to Seller's Knowledge, no other party to any Material Contract is (with or without the lapse of time or the giving of notice, or both) in material breach of or in material default under any Material Contract, and (iv) no party to any Material Contract has exercised or, to Seller's Knowledge, threatened to exercise any termination rights with respect to any such Material Contract, (v) no party to any Material Contract has threatened to breach or adversely modify any Material Contract, and (vi) no party to any Material Contract has provided notice that such party does not intend to renew any Material Contract. Seller and the Business have in all material respects performed all obligations required to be performed by it to date under each Material Contract and Seller and the Business are not in default or breach of any Material Contract (with due notice or lapse of time or both). Seller has made available to Purchaser true, correct and complete copies of each of the Material Contracts, together with all amendments, modifications or supplements thereto.

5.14 Labor Matters.

(a) Schedule 5.14(a) sets forth a true, correct, and complete list as of a date within five days of the date hereof, of all (i) Employees and (ii) independent contractors and consultants of Seller (other than those employed or retained by third-party corporate entities), in each case, showing for each individual the individual's date of hire or engagement, hourly rate or salary or other basis of compensation (including annual bonus payments such individual is eligible to receive for the current calendar year), full-time or part-time status, exempt or non-exempt classification under the Fair Labor Standards Act and its state and local equivalents ("FLSA"), job title or function, location (state), paid time off accrued, an indication as to whether the individual is on a leave of absence, and an indication as to whether the individual holds a Seller-sponsored visa or other temporary work authorization, including the expiration date of such temporary work authorization. No material changes to the information contained in Schedule 5.14(a) have occurred with regard to the information contained therein as of the date hereof and, to Seller's Knowledge, no Key Employee intends to terminate his or her employment relationship with Seller.

(b) Seller is not, and has never been, a party to or otherwise bound by any collective bargaining agreement or other Contract with a labor union or labor organization, Seller is not currently negotiating a collective bargaining agreement, and no employee of Seller is, or in

the past three (3) years has been, represented by any union or labor organization with respect to such employee's employment with Seller. In the past three (3) years, there has been no pending or threatened (i) union organization activity by any union, labor organization, or employees of Seller or (ii) labor dispute (e.g., strike, picketing, slowdown, lockout, unfair labor practice charge before the National Labor Relations Board or other similar tribunal, material grievance, or material arbitration) involving Seller. The execution and delivery of this Agreement and the performance of this Agreement do not require Seller to seek or obtain any consent, engage in consultation with, or issue any notice to or make any filing with any unions, labor organizations, or groups of employees of Seller;

(c) Seller is not subject to any Order, consent decree, or settlement agreement that limits or affects its ability to manage its Employees, service providers, or job applicants.

(d) Except as set forth on Schedule 5.14(d), to Seller's Knowledge, it is, and for the past three (3) years has been, in material compliance with all Laws relating to the employment of labor (including but not limited to those Laws related to the terms and conditions of employment, unfair labor practices, immigration, wages, hours, FLSA classification, benefits, child labor, discrimination, harassment, retaliation, the WARN Act, classification of independent contractors, worker safety and any other employment related matter). Seller has not, in the past three (3) years, incurred, and, to Seller's Knowledge, no circumstances exist under which Seller would reasonably be expected to incur, any Liability arising from the failure to pay wages (including overtime wages), the misclassification of employees as independent contractors, the misclassification of employees as exempt from the requirements of the FLSA or similar state Laws, or a joint-employer relationship.

(e) Within the past six (6) months prior to the date of this Agreement, (i) there has been no "mass layoff" or "plant closing" (as defined under the WARN Act) with respect to Seller and (ii) Seller has not been affected by any transaction that would trigger application of the WARN Act in the past six (6) months. Seller has complied in all material respects with the WARN Act and has no plans to undertake any actions that would trigger the WARN Act.

(f) The Employees are authorized and have appropriate documentation to work in the jurisdictions in which they work, and Seller has taken all steps legally required to verify that such Employees are authorized to work in their respective locations. Seller has never been notified of any pending or threatened investigation by any branch or department of U.S. Immigration and Customer Enforcement ("ICE") or other federal agency charged with administration and enforcement of federal immigration laws concerning Seller, and Seller has never received any "no match" notices from ICE, the Social Security Administration or the IRS.

(g) In the past three (3) years, (i) to Seller's Knowledge no formal allegations of sexual harassment or sexual misconduct have been made against any executive level employee, (ii) Seller has not entered into any settlement or separation agreements related to allegations of sexual harassment or sexual misconduct by an employee of Seller; (ii) to Seller's Knowledge, no Key Employee has left Seller wholly or partly as a result of an allegation of unlawful harassment (whether substantiated or not); (iii) Seller has investigated and taken reasonably prompt corrective action to prevent further discrimination and harassment with respect to each such allegation with

potential merit; and (iv) Seller has not incurred, and, to Seller's Knowledge, no circumstances exist under which Seller would reasonably be expected to incur, any Liability resulting from an allegation of sexual harassment or sexual misconduct.

(h) To Seller's Knowledge, no Employee of Seller is in any respect in violation of any material term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, non-competition agreement, restrictive covenant or obligations: (i) to Seller or (ii) to a former employer of any such individual relating to the right of such individual to be employed by Seller.

5.15 Employee Benefits.

(a) Schedule 5.15(a) sets forth a correct and complete list of each "employee benefit plan" (within the meaning of Section 3(3) of ERISA), and each employment, consulting, collective bargaining, equity, equity-based or cash incentive, severance, separation, termination, change-in-control, retention, transaction, "stay," deferred compensation, tax gross-up, retirement, health, welfare and fringe benefit, paid time off or similar plan, program, policy or agreement, whether individual or broad-based, sponsored, maintained, contributed to, or required to be sponsored, maintained or contributed to, by Seller, or as to which Seller has any Liability (all such plans, programs, policies and agreements, collectively, the "Seller Plans"). Each Seller Plan has been established, maintained, administered and funded, in all material respects, in accordance with its terms and in compliance with all applicable Law, including ERISA and the Code. Each Seller Plan that is intended to be qualified within the meaning of Section 401(a) of the Code is so qualified, and, to Seller's Knowledge, nothing has occurred with respect to the operation of such Seller Plan that could reasonably be expected to cause the loss of such qualification.

(b) Seller has made available to Purchaser correct and complete copies of each Seller Plan, and to the extent applicable: (i) all plan documents, including any related trust documents, insurance contracts or other funding arrangements, and all amendments thereto, (ii) for the most recent plan years, (A) the IRS Form 5500 and all schedules thereto, (B) audited financial statements and (C) actuarial or other valuation reports; (iii) the most recent IRS determination letter or opinion letter, as applicable, (iv) the most recent summary plan descriptions and other material communications to employees regarding Seller Plans, (v) written summaries of all non-written Seller Plans, and (vi) any non-routine correspondence with any Governmental Body regarding Seller Plans.

(c) No Seller Plan is, and neither Seller nor any of its ERISA Affiliates has at any time had any Liability with respect to, (i) an "employee pension benefit plan" (as defined in Section 3(2) of ERISA), subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code, including a "multiemployer plan" (as defined in Section 3(37) of ERISA) or (ii) a plan or arrangement providing for, post-employment health or life insurance benefits or coverage, or other retiree welfare benefits, to any Person (other than as required under Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code, or any similar state Laws, and at the sole expense of such Person). No individual who has performed services for Seller has been improperly excluded from participation in any Seller Plan.

(d) All contributions (including all employer contributions and employee salary-reduction contributions), premiums and other payments under or in connection with each Seller Plan required to have been made under the terms of such Seller Plan or pursuant to applicable Laws have been timely made.

(e) Seller does not have any plan or commitment to establish any new Seller Plan, to modify any Seller Plan (except to the extent required by any applicable Law or to conform any such Seller Plan to the requirements of any applicable Law).

(f) With respect to any Seller Plan, (i) no Actions, suits, claims (other than routine claims for benefits in the ordinary course), audits, inquiries, proceedings or lawsuits are pending, or, to Seller's Knowledge, threatened against any Seller Plan, the assets of any of the trusts under such plans or the plan sponsor or administrator, or against any fiduciary of any Seller Plan with respect to the operation thereof, and (ii) to Seller's Knowledge, no facts or circumstances exist that could reasonably be expected to give rise to any such actions, suits, claims, audits, inquiries, proceedings or lawsuits. No event has occurred, and to Seller's Knowledge, no condition exists that would, by reason of Seller's affiliation with any of its ERISA Affiliates, subject Seller to any material tax, fine, lien, penalty or other Liability imposed by ERISA, the Code or other Laws.

(g) Neither the execution and delivery of this Agreement nor the consummation of the Transactions, whether alone or in connection with any other event, (i) result in any payment or benefit becoming due to any current or former employee, contractor or director of Seller or under any Seller Plan, (ii) increase any amount of compensation or benefits otherwise payable to any current or former employee, contractor or director of Seller or under any Seller Plan, (iii) result in the acceleration of the time of payment, funding or vesting of any benefits to any current or former employee, contractor or director of Seller or under any Seller Plan, or (iv) limit the right to merge, amend or terminate any Seller Plan.

(h) Neither the execution and the delivery of this Agreement nor the consummation of the Transactions, whether alone or in connection with any other event, will result in payments or benefits (including accelerated vesting) to any current or former employee or director of Seller that (i) would not be deductible to the payor as a result of Section 280G of the Code or (ii) would result in any excise tax on any such current or former employee or director under Section 4999 of the Code.

(i) Each Seller Plan which is a "nonqualified deferred compensation plan" subject to Section 409A of the Code and the regulations and other guidance issued thereunder ("Section 409A") has, to Seller's Knowledge, been documented, established, operated and maintained in compliance with Section 409A in all material respects. Seller maintains no obligations to gross-up or reimburse any individual for any Tax or related interest or penalties incurred by such individual, including under Section 409A or Section 4999 of the Code or otherwise.

5.16 Intellectual Property.

(a) Schedule 5.16(a) sets forth a complete and accurate list of all (i) Patents, pending applications for Patents, registered Trademarks, pending applications for registration of Trademarks, registered Copyrights, pending applications for registration of Copyrights, and Domain Names included in the Owned Intellectual Property (collectively, the “Registered Intellectual Property”), and (ii) material unregistered Trademarks owned or purported to be owned by Seller; including, for each item of Registered Intellectual Property, the record owner, the jurisdiction in which such item has been issued, registered or filed, the issuance, registration or application number and date, as applicable, and the status and registrar, as applicable. All necessary registration, maintenance, renewal and other relevant filings and fees due and payable to any Governmental Body or Domain Name registrar to maintain all material Registered Intellectual Property in full force and effect have been timely submitted and fully paid. All Registered Intellectual Property is subsisting, and to Seller’s Knowledge valid and enforceable, and all other material Owned Intellectual Property is to Seller’s Knowledge valid and enforceable.

(b) Seller (i) is the sole and exclusive owner of all right, title and interest in and to all Owned Intellectual Property, and (ii) has valid, enforceable and continuing rights to use any Licensed Intellectual Property pursuant to a valid and enforceable written Inbound IP License (complete and correct copies of which have been made available to Purchaser), as the same is used in the conduct of the Business as currently conducted, free and clear of all Liens other than Permitted Liens. The Purchased Intellectual Property constitutes all Intellectual Property used in or held for use in, and all Intellectual Property necessary and sufficient for, the conduct and operation of the Business as currently conducted.

(c) The conduct and operation of the Business, including the manufacturing, licensing, marketing, importation, offer for sale, sale or use of the products and services of the Business as presently conducted, have not infringed, misappropriated, diluted, used without authorization, or otherwise violated, and do not infringe, misappropriate, dilute, use without authorization or otherwise violate any Intellectual Property of any third Person. The Seller is not the subject of any pending or, to Seller’s Knowledge, threatened Actions either: (i) alleging or involving a claim against Seller of infringement, misappropriation, dilution, use without authorization or other violation of any Intellectual Property of any Person by Seller or the Business; or (ii) challenging (A) the use, practice or other exploitation of any Purchased Intellectual Property by Seller or the Business, (B) the ownership of any Owned Intellectual Property by Seller or the Business, or (C) the validity or enforceability of any Purchased Intellectual Property. The Seller has not received any written notice of any such threatened claim or challenge, and, to Seller’s Knowledge, there are no facts or circumstances that would form the basis for any such claim or challenge.

(d) To Seller’s Knowledge, no Person has infringed, misappropriated, diluted, used without authorization or otherwise violated, or is currently infringing, misappropriating, diluting, using without authorization or otherwise violating any Purchased Intellectual Property, and no such claims have been made in writing against any third Person by Seller.

(e) Seller has taken and does take adequate security measures at least consistent with those in the industry in which Seller operates to protect and maintain the secrecy, confidentiality and value of all Trade Secrets (i) included in the Purchased Intellectual Property or (ii) owned by any third Person to whom Seller has a confidentiality obligation. No Trade Secret material to the Business as presently conducted has been authorized by Seller to be disclosed, or has been actually disclosed by Seller or the Business, to any third Person other than pursuant to a valid and enforceable written non-disclosure agreement restricting the disclosure and use thereof, and to Seller's Knowledge, no such third Person is in violation of any such agreement or has otherwise misappropriated any such material Trade Secret.

(f) Except as set forth on Schedule 5.16(f), Seller has executed valid and enforceable written agreements with each of its past and current founders, officers, directors, employees, independent contractors and consultants who have been or are currently involved in the development of any Intellectual Property for or on behalf of Seller or the Business pursuant to which each such third Person has (i) presently assigned to Seller all of such third Person's right, title, and interest in and to all Intellectual Property created or developed for Seller or the Business in the course of such third Person's involvement, employment, engagement or retention thereby, and which assignment is valid under applicable Law; and (ii) agreed to hold all Trade Secrets of Seller and the Business in confidence both during and after such third Person's involvement, employment, engagement or retention, as applicable (collectively, the "Personnel IP Contracts"). To Seller's Knowledge, no third Person is in default or breach of any such Personnel IP Contract.

(g) Seller owns, or has a valid right to access and use pursuant to a valid, written Inbound IP License, the IT Systems. Seller takes and has taken reasonable measures to maintain and protect the performance, confidentiality, integrity and security of the IT Systems (and all software, information and data stored or contained therein or transmitted thereby). The IT Systems are adequate and sufficient for, and operate and perform in all material respects as required in connection with, the operation of the Business as currently conducted. The IT Systems do not contain any viruses, worms, Trojan horses, bugs, faults or other devices, errors, contaminants or effects that (i) materially disrupt or adversely affect the functionality of any IT Systems, or (ii) enable or assist any Person to access without authorization any IT Systems. Except as set forth on Schedule 5.16(g), to the Knowledge of Seller, there have been no (y) security breaches or unauthorized use, access or intrusions of any IT Systems or (z) failures, breakdowns, continued substandard performance, outages or unscheduled downtime or other adverse events affecting any of the IT Systems that have caused or resulted in a material disruption to the operation of the Business. Seller has reasonable back-up and disaster recovery arrangements in the event of a failure of the IT Systems.

(h) Schedule 5.16(h) sets forth a complete and accurate list of: (i) all Seller Software, and (ii) all other Software used in and material to the Business as currently conducted, excluding (A) Open Source Software and (B) off-the-shelf Software commercially available on standard, non-negotiated terms for a one-time or annual fee (whichever is higher) of no more than \$10,000. Except as set forth in part (iii) of Schedule 5.16(h), all Seller Software was created solely by employees of Seller within the scope of their employment. Part (iv) of Schedule 5.16(h) identifies all countries in which the development of the Software described under Section 5.16(h)(i) was conducted.

(i) Except as set forth on Schedule 5.16(i)(A), none of the source code or related documentation or materials for any Seller Software has been licensed or provided to, or otherwise used or accessed by, any third Person other than employees, consultants and contractors of Seller, in each case, who or that have entered into written confidentiality contracts with Seller with respect to such source code or related materials. Except as set forth on Schedule 5.16(i)(B), Seller is not a party to any source code escrow agreement or otherwise obligated to provide to any third Person (or escrow agent for the benefit of any Person) the source code for any Seller Software. None of the source code or related materials for any Seller Software is in escrow or under any obligation to be deposited in escrow.

(j) Schedule 5.16(j) sets forth a complete and correct list of all Open Source Software that is included, incorporated or embedded in, linked to, combined or distributed with, or otherwise used (whether in development, maintenance, operation, delivery, or otherwise) by Seller in connection with any Seller Software.

(k) No Open Source Software has been included, incorporated or embedded in, linked to, combined or distributed with, or otherwise used in connection with, any Seller Software or any products of the Business, in each case, in a manner that requires or obligates Seller to: (i) the contribute, license, attribute or disclose to any Person (including any open source community) of any portion of the source code included in Seller Software; (ii) license any Seller Software for making modifications or derivative works; (iii) disclosed, contribute, distribute, license or otherwise make available to any third Person any Seller Software for no or nominal charge, or (iv) grant a license to, or refrain from asserting or enforcing, any of its Patents. Seller and the Business are in compliance with the terms and conditions of all relevant licenses for Open Source Software used in the Business.

(l) To Seller's Knowledge, Seller Software is free from any defect, bug, virus, design or documentation error or corruptant that would have a material effect on the operation or use of Seller Software. None of Seller Software contains any "back door," "drop dead device," "time bomb," "Trojan horse," "virus" or "worm" (as such terms are commonly understood in the software industry) or any other code designed or intended to have, or capable of performing or that without user intent will cause, any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, any computer or other device on which such Seller Software is stored, installed or used; (ii) damaging or destroying any data or file without the user's consent; or (iii) sending information to Seller or any other Person. None of Seller Software: (x) constitutes, contains or is considered "spyware" or "trackware" (as such terms are commonly understood in the software industry); (y) records a user's actions without such user's knowledge (and, where a user's consent is required pursuant to applicable Law, without such user's consent); or (z) gathers or transmits information regarding a user or a user's behavior, in each case, without such user's knowledge (and, where a user's consent is required pursuant to applicable Law, without such user's consent). Seller implements and maintains, and has at all times implemented and maintained, in all material respect industry standard procedures to mitigate against the likelihood that Seller Software contains any Software routines or hardware components designed to permit unauthorized access to, or disable, erase or otherwise harm, Software, hardware or data.

(m) Except as set forth in Schedule 5.16(m), no former or current founder, officer, director, employee, independent contractor or consultant of Seller who has contributed to the creation or development of any Owned Intellectual Property has performed services for the government or a university, college, other educational institution or research center during a period of time during which such founder, officer, director, employee, independent contractor or consultant was also performing services for Seller.

(n) Neither the execution and delivery of this Agreement nor the consummation of the Transactions will result in: (i) the loss, termination or impairment of, or any Lien on, any Purchased Intellectual Property; (ii) the release, disclosure or delivery of any source code included in Seller Software to any third Person; (iii) the grant, assignment or transfer to any third Person of any license or other right or interest under, to or in any Purchased Intellectual Property; (iv) the payment of any additional consideration to, or the reduction of any payments from, any Person with respect to any Purchased Intellectual Property; or (v) the breach of, or creation on behalf of any Person of the right to terminate or modify any Contract relating to Purchased Intellectual Property.

5.17 Data Privacy.

(a) With respect to the Business, Seller, and, to Seller's Knowledge, any Person acting for or on behalf of Seller, is, and for the past three (3) years has been, in material compliance with all Privacy Requirements. Seller has implemented and maintained adequate policies, procedures and systems for receiving and appropriately responding to requests from individuals concerning their Personal Information. Neither Seller nor any Person acting on its behalf has received any notice of any claims, charges, investigations or regulatory inquiries related to or alleging the violation of any Privacy Requirements in connection with the Business, and, to Seller's Knowledge, there are no facts or circumstances that could form the basis for any such claim, charge, investigation or regulatory inquiry.

(b) In each case with respect to the Business, Seller has (i) implemented and maintained reasonable and appropriate security procedures and practices, including technical and organizational safeguards, at least consistent with practices in the industry in which Seller operates, to protect all Personal Information and other confidential data in its possession or under its control against loss, theft, misuse, or unauthorized access, use, modification, alteration, destruction or disclosure, including by implementing, maintaining and monitoring compliance with, policies and procedures regarding (x) the Processing of such Personal Information, and (y) the periodic destruction of Personal Information which no longer serves a legitimate business purpose (to the extent not prohibited by applicable Law or any privacy policies or contractual commitments of Seller), and (ii) taken reasonable steps to ensure, including by making contractual commitments to the extent required by applicable Privacy Laws or as otherwise appropriate, that any third Person with access to Personal Information collected by or on behalf of Seller as it relates to the Business has implemented and maintains the same. To Seller's Knowledge, any third Person who has provided any Personal Information to Seller has done so in compliance with applicable Privacy Laws, including providing any notice and obtaining any consent required.

(c) Except as set forth on Schedule 5.17(c), there have been no material breaches or security incidents, misuse of or unauthorized access to or disclosure of any Personal Information in the possession or control of Seller or Processed by or on behalf of Seller as it relates to the Business, and Seller has not provided or been legally required to provide any notices to any Person in connection with any disclosure of any Personal Information. Seller has implemented reasonable disaster recovery and business continuity plans, and taken actions consistent with such plans, to the extent required, to safeguard all data and Personal Information in its possession or control. Seller has conducted commercially reasonable privacy and data security audits at reasonable and appropriate intervals and has resolved or remediated any privacy or data security issues or vulnerabilities identified. Neither Seller nor any third Person acting at the direction or authorization of Seller has paid: (i) any perpetrator of any data breach incident or cyber-attack or (ii) any third Person with actual or alleged information about a data breach incident or cyber-attack.

(d) Seller is not subject to any contractual requirements or other legal obligations that, following the Closing, would prohibit the Business or Purchaser from Processing any Personal Information in the manner in which Seller Processed such Personal Information in connection with the Business prior to the Closing. The transfer of Personal Information in connection with the Transactions will not violate any Privacy Requirements as they currently exist or as they existed at any time during which any of the Personal Information was collected or obtained.

(e) With respect to the Business, Seller is not a “Covered Entity” or a “Business Associate,” as such terms are defined under the Health Insurance Portability and Accountability Act as amended, 42 U.S.C. § 1320d et seq., (“HIPAA”), and Seller does not collect, store or transmit “Protected Health Information” as defined under applicable HIPAA regulations.

5.18 Brokers and Finders. Neither Seller nor any other Person has, directly or indirectly, any obligation, fixed or contingent, to pay any commission, brokerage fee or “finder’s fee” in connection with the Transactions, other than to Rock Creek Advisors, LLC.

5.19 Related Party Transactions.

(a) Except as set forth in Schedule 5.19 and other than (i) standard employee benefits generally made available to all employees and (ii) standard director and officer indemnification agreements approved by the board of managers or other applicable governing body, there are no agreements, understandings or proposed transactions between Seller and any of its officers, directors, or Key Employees, or any Affiliate thereof.

(b) Seller is not indebted, directly or indirectly, to any of its directors, officers or employees or to their respective spouses or children or to any Affiliate of any of the foregoing or to any shareholders of Seller or any Affiliate of any shareholder of Seller, other than in connection with expenses or advances of expenses incurred in the Ordinary Course of Business or employee relocation expenses and for other customary employee benefits made generally available to all employees, that will not be scheduled in the Chapter 11 Cases. None of Seller’s directors, officers or employees, or any members of their immediate families, or any Affiliate of the foregoing, or any shareholder of Seller or any of their Affiliates are, directly or indirectly, indebted

to Seller for Indebtedness that will not be scheduled in the Chapter 11 Cases, or have any (i) material commercial, industrial, banking, consulting, legal, accounting, charitable or familial relationship with any of Seller's customers, suppliers, service providers, joint venture partners, licensees and competitors, (ii) direct or indirect ownership interest in any firm, company, partnership or corporation with which Seller is affiliated or with which Seller has a business relationship, or any firm, company, partnership or corporation which competes with Seller except such Persons may own two percent (2%) of the outstanding capital stock or other equity securities of a Person whose shares or other equity securities are traded on a national securities exchange even if such Person competes with Seller, or (iii) financial interest in any material contract with Seller.

5.20 Certain Payments; Sanctions and Export Controls.

(a) Neither Seller nor to Seller's Knowledge, any director, manager, officer, or employee of Seller or any other Person acting on Seller's behalf, has directly or indirectly (i) made any contribution, gift, bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any Person, private or public, regardless of form, whether in money, property or services, or (ii) except as set forth on Schedule 5.20(a)(ii), established or maintained any fund or asset with respect to Seller or the Business that has not been recorded in the books and records of Seller.

(b) To Seller's Knowledge, Seller's directors (or equivalent), managers, officers and employees, are in compliance in all material respects with all Anti-Corruption and Anti-Money Laundering Laws. Seller is not (nor any of its directors (or equivalent), managers, officers, employees, agents or Affiliates) a Governmental Body or instrumentality of a Governmental Body. Seller and the Business have not (nor, to Seller's Knowledge, any of its directors (or equivalent), managers, officers, employees, agents or Affiliates) been the subject of any investigations, reviews, audits or inquiries by a Governmental Body related to Anti-Corruption and Anti-Money Laundering Laws, and, to Seller's Knowledge, no investigation, review, audit, or inquiry by any Governmental Body with respect to Anti-Corruption and Anti-Money Laundering Laws is pending or threatened.

(c) Neither Seller nor, to Seller's Knowledge, any director, manager, officer, or employee of Seller or the Business (i) is a Person with whom transactions are prohibited or limited under any U.S. economic sanctions Laws, including those administered by the Office of Foreign Assets Control, or (ii) in the past five (5) years have violated any U.S. economic sanctions Laws. None of the Products or services sold by Seller are subject to any U.S. export control Laws.

5.21 Banks; Powers of Attorney. Schedule 5.21(a) sets forth a true, correct and complete list of the names and locations of all banks in which the Seller has depository bank accounts, safe deposit boxes or trusts or other account into which any business customer makes a payment, the account numbers of such accounts and the names of persons authorized to draw thereon or otherwise have access thereto. Except as set forth on Schedule 5.21(b), there are no outstanding powers of attorney executed on behalf of the Seller with respect to (a) the Business or (b) the Purchased Assets.

5.22 Business Relationships.

(a) Each customer of Seller and the Business is a party to a customer agreement and terms of service in the forms provided to Purchaser.

(b) Schedule 5.22(b) sets forth a list of the top twenty (20) customers of Seller and the Business (the “Key Customers”), as measured by the dollar amount of the aggregate revenue generated by each Key Customer during the fiscal year ended December 31, 2023 and for the two-month period ended February 29, 2024, showing the approximate total revenue for each Key Customer during each such period.

(c) Schedule 5.22(c) sets forth a list of the top twenty (20) vendors of Seller and the Business (the “Key Vendors”), as measured by the dollar amount of the aggregate fees paid by Seller to such Key Vendors during the fiscal years ended December 31, 2023 and for the 2-month period ended February 29, 2024, showing the approximate total payments by Seller to such Key Vendors during each such period.

(d) Since December 31, 2023, none of the Key Customers or Key Vendors has terminated or provided notice to terminate its relationship with Seller or materially reduced or changed the terms of its business with Seller or the Business and, to Seller’s Knowledge, no Key Customer or Key Vendor intends to terminate or materially reduce or change the terms of its business with Seller. Seller has in all material respects performed all obligations required to be performed by it to date under each Contract with a Key Customer or Key Vendor, as applicable and Seller is not in default or breach of any such Contract (with due notice or lapse of time or both). Except as set forth in Schedule 5.22(d), there is no, and during the past twelve (12) months there has been no, Action or other dispute pending or, to Seller’s Knowledge, threatened by or against Seller or the Business or by any Key Customer or any Key Vendor.

5.23 No Additional Representations. Except for the representations and warranties made by Seller in this Article V (including the related portions of the Disclosure Schedule) or in any Ancillary Document, neither Seller nor any other Person makes any express or implied representation or warranty with respect to Seller or its Business, operations, assets, liabilities, conditions (financial or otherwise) or prospects in connection with this Agreement or the Transactions, and Seller hereby disclaims any such other representations or warranties. In particular, without limiting the foregoing disclaimer, other than those representations and warranties made by Seller in this Article V (including the related portions of the Disclosure Schedule) or in any Ancillary Document, neither Seller nor any other Person makes or has made any representation or warranty to Purchaser or any of its Affiliates or Representatives with respect to (a) any financial projection, forecast, estimate, budget or prospect information relating to the Business or (b) any oral or, except for the representations and warranties made by Seller in this Article V (including the related portions of the Disclosure Schedule), written information presented to Purchaser or any of its Affiliates or Representatives in the course their due diligence investigation of the Business and the Purchased Assets, the negotiation of this Agreement or in the course of the Transactions (including, without limitation, any information, documents or material made available to Purchaser in any electronic data room, in management presentations or in any other form in expectation of the Transactions).

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby makes the representations and warranties contained in this Article VI to Seller as of the date hereof and as of the Closing Date.

6.1 Organization, Good Standing and Other Matters. Purchaser is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all requisite power and authority to own, lease and operate its assets and properties and to carry on its business as now being conducted and as presently proposed to be conducted by it except where such failure would not materially and adversely affect Purchaser's ability to consummate the Transactions.

6.2 Authority. Purchaser has all requisite power and authority to execute and deliver this Agreement and each of the Ancillary Documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and each of the Ancillary Documents to which Purchaser is a party, and the consummation by Purchaser of the Transactions, have been duly authorized and approved by its respective board of directors (or equivalent governing body), and no other action on the part of Purchaser or each entity's equityholders is necessary to authorize the execution, delivery and performance of this Agreement or any Ancillary Documents to which it is a party by Purchaser and the consummation of the Transactions. This Agreement and each of the Ancillary Documents to which Purchaser is a party has been duly executed and delivered by Purchaser, as the case may be, and, assuming the due execution of this Agreement and each of the Ancillary Documents to which Purchaser is a party by the other Persons that are a party thereto, constitute valid and binding obligations of Purchaser, as the case may be, enforceable against it in accordance with their terms except (a) to the extent that enforceability may be subject to, and limited by, applicable bankruptcy, insolvency, reorganization, moratorium, receivership or other Laws affecting the enforcement of creditors' rights generally and (b) that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

6.3 No Conflict; Required Filings and Consents. The execution and delivery of this Agreement and the consummation of the Transactions by Purchaser will not (a) violate the provisions of each such entity's Organizational Documents, (b) violate any Law or Order to which it is subject or by which any of each such entity's properties or assets are bound, (c) require Purchaser to obtain any consent or approval, or give any notice to, or make any filing with, any Governmental Body, (d) result in a material violation or breach of (with or without due notice or lapse of time or both), give rise to any right of termination, cancellation, modification or acceleration under, or require the consent of any third party to, any material Contract to which Purchaser is a party, or (e) result in the imposition or creation of any Lien upon or with respect to any of Purchaser's assets or properties; excluding from the foregoing clauses (b) through (e) consents, approvals, notices and filings the absence of which, and violations, breaches, defaults, rights of acceleration, cancellation, modification or termination, and Liens, the existence of which

would not, individually or in the aggregate, materially and adversely affect Purchaser's ability to consummate the Transactions.

6.4 Litigation. There are no Actions pending against, or threatened against, Purchaser that would materially and adversely affect Purchaser's ability to consummate the Transactions.

6.5 Financing. Purchaser at the Closing will have, sufficient funds available to pay the Purchase Price and any expenses incurred by Purchaser in connection with the Transactions.

6.6 Brokers and Finders. Neither Purchaser nor any other Person acting on its behalf has, directly or indirectly, any obligation, fixed or contingent, to pay any commission, brokerage fee or "finder's fee" in connection with the Transactions.

6.7 Independent Investigation. Purchaser has conducted its own independent investigation, review and analysis of the Business and the Purchased Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Seller for such purposes. In particular, Purchaser has (a) had the opportunity to meet with the officers and other Representatives of Seller to discuss the Business and the Purchased Assets and (b) undertaken such due diligence (including a review of the properties, liabilities, books, records and Contracts of Seller) and made its own independent examination, investigation, analysis and evaluation of the Business and the Purchased Assets, including its own estimate of the value of the Purchased Assets, as Purchaser deems adequate to make an informed decision regarding the purchase of the Purchased Assets. In making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser has relied solely upon its own investigation and the express representations and warranties of Seller set forth in Article V of this Agreement (including the related portions of the Disclosure Schedule) and in any Ancillary Document.

ARTICLE VII

BANKRUPTCY COURT MATTERS

7.1 Approval of Break-Up Fee and Expense Reimbursement. Seller acknowledges and agrees that Purchaser has expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of Seller and the Business. In consideration therefor, Seller shall file with and seek the approval of the Bankruptcy Court of the Bidding Protections Motion, including the Break-Up Fee, Expense Reimbursement, and return of the Purchase Price Deposit, and the entry by the Bankruptcy Court of the Bidding Protections Order approving the payment of the Break-Up Fee in an amount equal to \$720,00.00 and the Expense Reimbursement in an amount not to exceed \$300,000.00 for Purchaser's reasonable out-of-pocket documented expenses incurred in connection with the transactions contemplated hereby and the financing thereof and deeming the Break-Up Fee, the Expense Reimbursement, and return of the Purchase Price Deposit as administrative priority expenses under Sections 503(b) and 507(a)(1) of the Bankruptcy Code. Subject to approval by the Court of the Break-Up Fee and Expense Reimbursement, Seller shall pay to Purchaser the Break-

Up Fee and the Expense Reimbursement and return the Purchase Price Deposit on the second Business Day after the occurrence of any of the following events:

- (i) Seller voluntarily withdraws the Sale Motion other than in connection with Seller's termination of this Agreement in accordance with Section 4.4(d) hereof;
- (ii) the Bankruptcy Court approves an Alternative Transaction or Restructuring Transaction;
- (iii) the Bankruptcy Court fails to enter the Sale Order by the date that is forty-five (45) days after the date hereof;
- (iv) if Seller is no longer under the jurisdiction of the Bankruptcy Court through dismissal of the Chapter 11 Cases, and Seller consummates an Alternative Transaction or Restructuring Transaction prior to a date eighteen months following the date hereof; or
- (v) Purchaser terminates this Agreement in accordance with the provisions of Section 4.4(c)(viii) hereof.

7.2 Bidding Protections. This Agreement is subject to approval by the Bankruptcy Court. On the Petition Date, Seller shall file a motion seeking the Bankruptcy Court's approval on emergency basis of the Bidding Protections Order and shall obtain entry of the Bidding Protections Order no later than three (3) days following the Petition Date.

7.3 Non-Solicitation Period.

(a) From the time of Seller's and Purchaser's execution and delivery of this Agreement until the Bankruptcy Court's entry of the Bidding Protections Order (the "Non-Solicitation Period"), Seller shall not, nor shall it authorize or permit any Affiliate to, nor shall it authorize or permit any officer, director, manager or employee of, or any investment banker, attorney or other advisor, agent or representative of, Seller (collectively, "Seller Representatives") to solicit or otherwise proactively encourage any entity with respect to the submission of separate bids (each, an "Alternative Transaction"). In the event Seller receives an offer for an Alternative Transaction during the Non-Solicitation Period, Seller shall as promptly as practicable (and in any event within twenty-four (24) hours after receipt) advise Purchaser in writing of the details of such Alternative Transaction (including price) and the identity of the entity submitting the Alternative Transaction and, to the extent known by the Seller, the principals who are backing such entity.

(b) Following entry of the Bidding Protections Order until the deadline for submitting an Alternative Transaction, Seller and Seller Representatives shall not be subject to any restrictions with respect to the solicitation or encouragement of any entity concerning the potential or actual submission of a bid for an Alternative Transaction; provided, however, that within twenty four (24) hours after Seller's receipt of any offer for an Alternative Transaction, Seller must deliver

to Purchaser by electronic mail transmission to Purchaser by the morning of the next business day true and complete copies of any such Alternative Transaction.

7.4 The Sale Order. Seller shall use its reasonable best efforts to cause the Bankruptcy Court to enter a Sale Order, which contains, among other provisions requested by Purchaser, the following provisions:

(a) the sale of the Purchased Assets by a Seller to Purchaser (A) are or will be legal, valid and effective transfers of the Purchased Assets; (B) vest or will vest Purchaser with all right, title and interest of such Seller to the Purchased Assets free and clear of all Liens, claims, encumbrances, and other “interests” pursuant to Section 363(f) of the Bankruptcy Code (other than Liens created by Purchaser); and (C) constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the states in which Seller is incorporated and any other applicable non-bankruptcy laws;

(b) all amounts to be paid to Purchaser pursuant to this Agreement constitute administrative expenses under Sections 503(b) and 507(a)(1) of the Bankruptcy Code and are immediately payable if and when the obligations of Seller arise under this Agreement, without any further order of the Bankruptcy Court;

(c) all Persons are enjoined from taking any actions against Purchaser or any Affiliates of Purchaser (as they existed immediately prior to the Closing) to recover any claim which such Person has solely against a Seller or its Affiliates;

(d) pursuant to Section 1146(c) of the Bankruptcy Code, the transactions contemplated by this Agreement shall be exempt from stamp, sales, use, transfer and certain other taxes, the so-called “bulk sales” laws shall be waived in all necessary jurisdictions, and the transactions contemplated herein shall be deemed to be under or in contemplation of a plan to be confirmed under Section 1129 of the Code;

(e) obligations of Seller relating to Taxes, whether arising under law, by this Agreement, or otherwise, shall be fulfilled by Seller;

(f) the provisions of the Sale Order are non-severable and mutually dependent;

(g) provide that Purchaser will not have any successor or transferee liability for liabilities of Seller or any subsidiary of Seller (whether under federal or state law or otherwise) as a result of the sale of the Purchased Assets;

(h) Purchaser has acted in good faith within the meaning of Section 363(m) of the Bankruptcy Code, the transactions contemplated by this Agreement are undertaken by Purchaser and Seller at arm’s length, without collusion and in good faith within the meaning of Section 363(m) of the Bankruptcy Code, and such parties are entitled to the protections of Section 363(m) of the Bankruptcy Code;

(i) all Purchased Contracts shall be assumed by Seller and assigned to Purchaser pursuant to Section 365 of the Bankruptcy Code and, as required by this Agreement, Seller shall be obligated to pay all Cure Amounts in respect thereof;

(j) except as otherwise set forth in this Agreement to the contrary with respect to the Purchase Price adjustments set forth in Section 3.4, the Bankruptcy Court retains exclusive jurisdiction to interpret and enforce the provisions of this Agreement, the Bidding Protections Order and the Sale Order in all respects; provided, however, that in the event the Bankruptcy Court abstains from exercising or declines to exercise jurisdiction with respect to any matter provided for in this clause or is without jurisdiction, such abstention, refusal or lack of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter;

(k) such other provisions as Purchaser may agree to.

7.5 Bankruptcy Court Approval.

(a) As promptly as practicable after the date of this Agreement, but in no event later than the date the Bidding Protections Motion is filed, Seller shall file, in form and substance satisfactory to Purchaser, the Sale Motion. At least twenty-one (21) days prior to the hearing approving the Sales Order, Seller shall serve a copy of the Sale Motion (along with a copy at the proposed Sale Order and the Bidding Protections Order) on each jurisdiction where the Purchased Assets are subject to Tax, all creditors and equity holders of the Seller, applicable regulators, and all parties that have an interest in the Purchased Assets.

(b) Seller shall use its reasonable best efforts to obtain entry of the Sale Order no later than the Termination Date.

(c) Seller shall cooperate with Purchaser and its representatives in connection with the Sale Order, the Bidding Protections Order and the bankruptcy proceedings in connection therewith. Such cooperation shall include, but not be limited to, consulting with Purchaser at Purchaser's request concerning the status of such proceedings and providing Purchaser with copies of requested pleadings, notices, proposed orders and other documents relating to such proceedings as soon as reasonably practicable prior to any submission thereof to the Bankruptcy Court. Seller further covenants and agrees that the terms of any plan it submits to the Bankruptcy Court for confirmation shall not conflict with, supersede, abrogate, nullify or restrict the terms of this Agreement, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement, including, without limitation, any transaction contemplated by or approved pursuant to the Sale Order or the Bidding Protections Order.

ARTICLE VIII

COVENANTS

8.1 Access to Information. From the date hereof until the Closing Date, and subject to applicable Law and the Confidentiality Agreement, Purchaser shall, upon reasonable prior notice,

be entitled, through its officers, employees and other authorized Representatives, to make such investigation of the properties, businesses and operations of Seller and the Business and such examination of the books, records and financial condition of Seller and the Business as it reasonably requests and to make extracts and copies of such books and records. Any such investigation and examination shall be conducted during regular business hours and under reasonable circumstances, and Seller shall cooperate fully therein. No investigation by Purchaser prior to or after the date of this Agreement shall diminish or obviate any of the representations, warranties, covenants or agreements of Seller contained in this Agreement or the Ancillary Documents. In order that Purchaser may have full opportunity to make such physical, business, accounting and legal review, examination or investigation as it may reasonably request of the affairs of Seller and the Business, Seller shall cause the officers, employees, consultants, agents, accountants, attorneys and other Representatives of Seller and the Business to reasonably cooperate with such Representatives in connection with such review and examination. Sellers may restrict the foregoing access and the disclosure of information pursuant to this Section 8.1 to the extent that in the reasonable good faith judgment of Seller, (i) any applicable Law requires Seller to restrict or prohibit access to any such properties or information, (ii) the information is subject to confidentiality obligations to a third party that restrict such disclosure, (iii) such disclosure would result in disclosure of any Trade Secrets of third parties, (iv) disclosure of any such information or document would reasonably be expected to result in the loss of attorney-client privilege or (v) such disclosure would cause significant competitive harm to Seller and the Business if the Transactions are not consummated; provided, however, if such access or disclosure is denied, Seller shall promptly notify Purchaser, shall describe in writing the reasons for such denial and shall cooperate with Purchaser to implement any commercially reasonable procedures requested by Purchaser to provide access or disclosure without resulting in the violations or waivers set forth in the foregoing clauses. All investigations and due diligence pursuant to this Section 8.1 shall be conducted in such manner as not to interfere unreasonably with the conduct of the Business and shall be conducted at Purchaser's sole cost, risk and expense. Seller shall have the right to have a Representative present at all times during all investigations and due diligence conducted pursuant to this Section 8.1. Seller shall promptly deliver to Purchaser such copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers filed by Seller in the Chapter 11 Cases. Seller shall promptly provide to Purchaser all documents and materials relating to the proposed sale of the Business including the Purchased Assets, Purchased Contracts or any portion thereof, including, without limitation, with respect to competing bids, and otherwise cooperate with Purchaser, to the extent reasonably necessary in connection with Purchaser's preparation for or participation in any part of the Chapter 11 Cases in which Purchaser's participation is necessary, required or reasonably appropriate. Seller shall promptly deliver to Purchaser all pleadings, motions, notices, statements, schedules, applications, reports and other papers filed in any other Action as Purchaser may request. In addition, Seller shall consult with Purchaser with respect to any written or oral communication concerning, in whole or in part, the Transactions.

8.2 Conduct of the Business Pending the Closing.

(a) From the date hereof until the Closing Date, except as expressly contemplated by this Agreement (including the prosecution of the Chapter 11 Cases) or with the

prior written consent of Purchaser, Seller shall conduct the Business only in the Ordinary Course of Business.

(b) From the date hereof until the Closing Date, except as expressly contemplated by this Agreement or with the prior written consent of Purchaser, Seller shall not:

- (i) issue, create, incur, assume or guarantee any Indebtedness;
- (ii) acquire any properties or assets or sell, assign, license, transfer, convey, lease or otherwise dispose of any of the Purchased Assets (except for fair consideration in the Ordinary Course of Business) of Seller or the Business;
- (iii) award or pay any bonuses to employees of Seller, or enter into any employment, deferred compensation, severance or similar agreement (nor amend any such agreement) or agree to increase the compensation payable or to become payable by it to any of Seller's directors, officers, employees, consultants, agents or representatives or agree to increase the coverage or benefits available under any severance pay, termination pay, vacation pay, company awards, salary continuation for disability, sick leave, deferred compensation, bonus or other incentive compensation, insurance, pension or other employee benefit plan, payment or arrangement made to, for or with such directors, officers, employees, consultants, agents or representatives;
- (iv) enter into, agree to or permit any material modification, amendment or extension of, or terminate, give or receive notice to terminate or permit to lapse, any Material Contract;
- (v) make or rescind any election relating to Taxes, settle or compromise any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes, or except as may be required by applicable Law or GAAP, make any material change to any of its methods of accounting or methods of reporting income or deductions for Tax or accounting practice or policy from those employed in the preparation of its most recent Tax Returns;
- (vi) subject to any Lien or otherwise encumber or permit, allow or suffer to be encumbered, any of the properties or assets (whether tangible or intangible) of Seller or the Business;
- (vii) enter into or agree to enter into any merger or consolidation with, any corporation or other entity, and not engage in any new business or invest in, make a loan, advance or capital contribution to, or otherwise acquire the securities of any other Person;
- (viii) enter into any commitment for capital expenditures in excess of \$25,000 for any individual commitment and \$100,000 for all commitments in the aggregate;

(ix) enter into, modify or terminate any labor or collective bargaining agreement or, through negotiation or otherwise, make any commitment or incur any liability to any labor organization;

(x) implement any employee layoffs that would result in an obligation to give notice before or following the Closing Date under WARN;

(xi) release, assign, compromise, settle or agree to settle any Action, other than compromises, settlements or agreements that involve only the payment of money damages not in excess of \$25,000 individually or \$100,000 in the aggregate;

(xii) disclose any material Trade Secret of Seller or the Business to any other Person (other than in the Ordinary Course of Business to a Person bound by adequate confidentiality obligations);

(xiii) fail to Process any Personal Information in material compliance with all applicable any Privacy Requirements;

(xiv) enter into any Contract, understanding or commitment that restrains, restricts, limits or impedes the ability of the Business, or the ability of Purchaser, to compete with or conduct any business or line of business in any geographic area;

(xv) make any changes in its financial accounting methods, except insofar as may have been required by (i) applicable Law or (ii) a change in GAAP;

(xvi) fail to take all actions reasonably necessary to protect the confidentiality of, and to protect and secure, any Personal Information in the possession or control of, or Processed by or on behalf of, Seller in connection with the Business;

(xvii) sell, lease, license, sublicense, assign, transfer, abandon, allow to lapse or expire, or otherwise dispose of any Purchased Intellectual Property (other than non-exclusive licenses granted to third Persons in the Ordinary Course of Business or with respect to immaterial or obsolete Intellectual Property);

(xviii) amend the Organizational Documents of Seller; or

(xix) agree to do anything prohibited by this Section 8.2 or anything which would make any of the representations and warranties of Seller in this Agreement untrue or incorrect in any material respect.

8.3 Consents. Seller shall use its reasonable best efforts, and Purchaser shall cooperate with Seller, to obtain at the earliest practicable date all consents and approvals required to consummate the transactions contemplated by this Agreement, including, without limitation, the consents and approvals referred to in Section 5.3(a)(ii) hereof.

8.4 Further Assurances. Each of Seller and Purchaser shall use reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate

with the other party in doing, all things which are necessary, proper or advisable to consummate and make effective the Transactions including: (a) the transfer, modification or reissuance of all Permits, (b) the obtaining or taking of all other necessary actions, non-actions or waivers from Governmental Bodies and the making of all other necessary registrations and filings with Governmental Bodies and (c) the execution and delivery of any additional certificates, agreements, instruments, reports, schedules, statements, consents, (including any required consents regarding the transfer of Personal Information as contemplated by this Agreement) documents and information necessary to consummate the Transactions (including (i) transferring back to Seller each Excluded Asset and any asset or Liability not contemplated by this Agreement to be a Purchased Asset or an Assumed Liability, respectively, which asset or Liability was transferred to Purchaser at the Closing and (ii) transferring to Purchaser (and having Purchaser assume) any asset or Liability contemplated by this Agreement to be a Purchased Asset or an Assumed Liability, respectively, which was not transferred to Purchaser at the Closing; provided, however, that except for Purchaser's obligations to discharge an Assumed Liability, nothing in this Section 8.4 shall require any party or its Affiliates to pay money to, commence or participate in any Action with respect to, or offer or grant any accommodation (financial or otherwise) to, any third party following the Closing). In furtherance of the foregoing, each party shall use its reasonable best efforts to obtain any consents and approvals from any third party other than a Governmental Body that may be required in connection with the Transactions.

8.5 Non-Competition; Non-Solicitation; Confidentiality.

(a) For a period from the date hereof until the fourth (4th) anniversary of the Closing Date (the "Restricted Period"), Seller shall not and shall cause its Affiliates not to directly or indirectly, own, manage, operate, control or participate in the ownership, management, operation or control of any business, whether in corporate, proprietorship or partnership form or otherwise, engaged in the Business in the United States; provided, however, that the restrictions contained in this Section 8.5(a) shall not restrict the acquisition by Seller, directly or indirectly, of less than 2% of the outstanding capital stock of any publicly traded company engaged in the Business. The parties hereto specifically acknowledge and agree that the remedy at law for any breach of the foregoing will be inadequate and that Purchaser, in addition to any other relief available to it, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damage or posting any bond whatsoever.

(b) During the Restricted Period, Seller shall not and shall cause its Affiliates not to: (i) cause, solicit, induce or encourage any employees or independent contractors of Seller who are or become employees or independent contractors of Purchaser or its Affiliates to leave such employment or hire, employ or otherwise engage any such individual; or (ii) cause, induce or encourage any material actual client, customer, supplier, or licensor of Purchaser with respect to the Business (including any existing or former customer of Seller and any Person that becomes a client or customer of Purchaser with respect to the Business after the Closing) or any other Person who has a material business relationship with Seller or Purchaser with respect to the Business, to terminate or modify any such actual or prospective relationship.

(c) From and after the date hereof, Seller shall not and shall cause its Affiliates and their respective officers, and directors not to, directly or indirectly, disclose, reveal, divulge or

communicate to any Person other than authorized officers, directors and employees of Purchaser or use or otherwise exploit for its own benefit or for the benefit of anyone other than Purchaser, any Confidential Information (as defined below). Seller and its officers, directors and Affiliates shall not have any obligation to keep confidential any Confidential Information if and to the extent disclosure thereof is specifically required by Law; provided, however, that in the event disclosure is required by applicable Law, Seller shall, to the extent reasonably possible, provide Purchaser with prompt notice of such requirement prior to making any disclosure so that Purchaser may seek an appropriate protective order. For purposes of this Section 8.5(c), “Confidential Information” shall mean any confidential information with respect to the Seller’s or Purchaser’s conduct and operation of the Business, including, methods of operation, customers, customer lists, Products, prices, fees, costs, Technology, inventions, Trade Secrets, know-how, Software, marketing methods, plans, personnel, suppliers, competitors, markets or other specialized information or proprietary matters. “Confidential Information” does not include, and there shall be no obligation hereunder with respect to, information that (i) is generally available to the public on the date of this Agreement or (ii) becomes generally available to the public other than as a result of a disclosure not otherwise permissible thereunder. This Section 8.5 shall not in any way limit the disclosure of information (x) by Seller in connection with the prosecution of the Chapter 11 Cases or (y) regarding Seller to other bidders or potential bidders to the extent specifically permitted by this Agreement.

(d) From and after the date hereof, Seller shall not, and shall not allow any of its Affiliates to, make, or cause to be made, any statement (whether oral or written) that disparages the reputation or business of the Purchaser or any of its Affiliates; provided, however, that nothing in this Section 8.5(d) shall restrict any Person enforcing its rights hereunder or from testifying truthfully in any Action.

(e) The covenants and undertakings contained in this Section 8.5 relate to matters which are of a special, unique and extraordinary character and a violation of any of the terms of this Section 8.5 will cause irreparable injury to the parties, the amount of which will be impossible to estimate or determine and which cannot be adequately compensated. Therefore, Purchaser will be entitled to an injunction, restraining order or other equitable relief from any court of competent jurisdiction in the event of any breach of this Section 8.5. The rights and remedies provided by this Section 8.5 are cumulative and in addition to any other rights and remedies which Purchaser may have hereunder or at law or in equity.

(f) The parties hereto agree that, if any court of competent jurisdiction in a final nonappealable judgment determines that a specified time period, a specified geographical area, a specified business limitation or any other relevant feature of this Section 8.5 is unreasonable, arbitrary or against public policy, then a lesser time period, geographical area, business limitation or other relevant feature which is determined to be reasonable, not arbitrary and not against public policy may be enforced against the applicable party.

8.6 Preservation of Records. Purchaser shall preserve and keep the records held by it or its Affiliates relating to the Business for a period of three (3) years from the Closing Date. Seller shall preserve and keep the records held by it or its Affiliates relating to the Business until the earlier to occur of Seller’s dissolution under applicable Law and three (3) years from the Closing

Date. Seller and Purchaser shall make such records and personnel available to the other as may be reasonably required by such party in connection with, among other things, any insurance claims by, Actions against or governmental investigations of Seller or Purchaser or any of their Affiliates or in order to enable Seller or Purchaser to comply with their respective obligations under this Agreement and each other agreement, document or instrument contemplated hereby or thereby. In the event Seller or Purchaser wishes to destroy such records before the applicable time periods stated above, such party shall first give ninety (90) days prior written notice to the other and such other party shall have the right at its option and expense, upon prior written notice given to such party within such ninety (90) day period, to take possession of the records within one hundred and eighty (180) days after the date of such notice.

8.7 Publicity. Neither Seller nor any of its Affiliates shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of Purchaser, unless, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement, provided that Seller shall use its reasonable best efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with Purchaser with respect to the text thereof.

8.8 Assignment of Contracts and Rights. To the maximum extent permitted by the Bankruptcy Code, the Purchased Assets shall be assumed and assigned to Purchaser pursuant to sections 363 and 365 of the Bankruptcy Code as of the Closing Date or such other date as specified in the Sale Order or this Agreement, as applicable and Seller shall pay all Cure Amounts in connection therewith unless otherwise directed by Purchaser. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset or any right thereunder if an attempted assignment without the consent of a third party would constitute a breach or in any way adversely affect the rights of Purchaser following the Closing (all such Purchased Assets, "Delayed Transfer Assets"). If, as of the Closing Date, such consent is not obtained or such assignment is not attainable pursuant to sections 105, 363 or 365 of the Bankruptcy Code other than at Purchaser's request then until the earlier of (x) one hundred eighty (180) days from the Closing Date and (y) the Wind-Up End Date, but in no event earlier than ninety (90) days from the Closing Date, unless otherwise mutually agreed to by Seller and the Purchaser, Seller shall:

- (a) hold the Delayed Transfer Assets in trust for Purchaser;
- (b) comply with the terms and provisions of or relating to the Delayed Transfer Assets as agents (or such other designation as may be permitted by applicable Law) for Purchaser at Purchaser's cost and for Purchaser's benefit;
- (c) co-operate with Purchaser in any reasonable and lawful arrangements designed to provide the benefits of the Delayed Transfer Assets to Purchaser, including subcontracting, sublicensing or subleasing the Delayed Transfer Assets to Purchaser; and

(d) enforce, at the request of Purchaser and at the expense and for the account of Purchaser, any rights of Seller under or arising from the Delayed Transfer Assets against any third party, including the right to elect to terminate any such rights in accordance with the terms of such rights upon the written direction of Purchaser.

(e) In order that the full value of the Delayed Transfer Assets may be realized for the benefit of Purchaser, Seller shall, at the request and expense and under the direction of Purchaser, in the name of Seller or otherwise as Purchaser may specify, take commercially reasonable action and do or cause to be done all such things as are, in the opinion of Purchaser, necessary or proper in order that the obligations of Seller under such Delayed Transfer Assets may be performed in such manner that the value of such Delayed Transfer Assets is preserved and inures to the benefit of Purchaser, and that any moneys due and payable and to become due and payable to Purchaser in and under such Delayed Transfer Assets are received by Purchaser. Seller shall promptly pay to Purchaser all moneys collected by or paid to Seller in respect of such Delayed Transfer Asset, net of any amounts owed to a third party under a Delayed Transfer Asset that is not otherwise paid by Purchaser.

8.9 Corporate Name Change. On or prior to the Closing Date, Seller shall deliver to Purchaser a duly executed and acknowledged certificate of amendment to Seller's organizational document which is required to change Seller's corporate or other entity name to a new name that is, in Purchaser's reasonable judgment, sufficiently dissimilar to Seller's present name so as to avoid confusion. Purchaser and any Affiliate of Purchaser are hereby authorized (but not obligated) to file such documents (at Purchaser's expense) in order to effectuate such change of name at or after the Closing as Purchaser may elect. At the Closing, Seller shall deliver to Purchaser appropriate documents, duly executed and acknowledged, which is required to change Seller's name to such new name in any jurisdiction in which Seller is qualified to do business, in forms satisfactory to Purchaser. Purchaser and any Affiliate of Purchaser are hereby authorized (but not obligated) to file such documents with appropriate public officials and Governmental Bodies at or after Closing as Purchaser may elect. After the Closing, Seller shall take any additional actions requested by Purchaser to enable Purchaser or any of its Affiliates to operate and conduct business under Seller's present name or name similar thereto and to qualify to do business under Seller's present name or name similar thereto in any state or other jurisdiction.

8.10 Use of Name. Seller hereby agrees that upon the consummation of the transactions contemplated hereby, Purchaser shall have the sole right to the use of the names "Kologik", "COPsync", "Murphy Technologies", "ALEN", or any Trademarks containing or comprising the foregoing, including any name or mark confusingly similar thereto (collectively, the "Seller Marks") and Seller shall not, and shall not permit any Affiliate to, use such name or any variation or simulation thereof. In furtherance thereof, as promptly as practicable but in no event later than ninety (90) days following the Closing Date, Seller shall remove, strike over or otherwise obliterate all Seller Marks from all materials owned by Seller and used or displayed publicly including, without limitation, any sales and marketing materials, displays, signs, promotional materials and other materials.

8.11 Transfer of Intellectual Property. If at any time after the Closing Date, Seller, Purchaser, or any of their respective Affiliates, discovers that any Purchased Intellectual Property has not been transferred by the Sellers as contemplated herein, the Sellers will promptly transfer or cause to be transferred, such Purchased Intellectual Property to Purchaser or its designee in accordance with the terms of this Agreement (including by executing and delivering to Purchaser or its designee, or causing to be executed and delivered, any instruments and documents necessary to effect such transfer of such Purchased Intellectual Property). Prior to any such transfer, Seller will hold such Purchased Intellectual Property in trust for Purchaser and pay over to Purchaser promptly any amounts or benefits received with respect to such Purchased Intellectual Property following the Closing Date.

8.12 Bankruptcy Court Approval. Seller shall use commercially reasonable efforts to obtain approval of the Bidding Protections Order and Sale Order as expeditiously as possible following the Petition Date.

8.13 Certain Interim Cooperation.

(a) From the date of hereof until the Closing Date, and subject to applicable Law and the Confidentiality Agreement, Seller shall use its commercially reasonable efforts to cause its Representatives to use commercially reasonable efforts to provide such customary cooperation to Purchaser as may reasonably be requested by Purchaser in connection with Purchaser's obtaining debt financing (the "Debt Financing"), including to: (i) furnish as promptly as practicable to Purchaser the Financial Statements, (ii) cause Seller's management team, with appropriate seniority and expertise, at reasonable times and upon reasonable notice, to participate in and assist in preparation for, a reasonable number of meetings, conference calls, drafting sessions, due diligence sessions and similar presentations to and with prospective lenders and rating agencies, (iii) assist Purchaser in the preparation of customary bank information memorandum, lenders presentations and similar marketing documents required in connection with the Debt Financing (provided that Seller's obligation to provide information for such materials in this clause (iii) shall be limited to information about Seller), (iv) (A) assist in the preparation, execution and delivery of definitive financing documentation and the schedules and exhibits thereto (including loan agreements, guarantees, collateral agreements, officer's certificates and a solvency certificate) and (B) facilitate the pledging of collateral, and (v) provide Purchaser with an unaudited balance sheet and related statement of profit and loss for any monthly period ending after the Balance Sheet Date.

(b) Notwithstanding the foregoing, (i) nothing contained in this Section 8.13 shall require cooperation with Purchaser to the extent it would (A) interfere unreasonably with the Business, (B) encumber any of the assets of Seller prior to Closing, (C) require Seller or any of its Affiliates to pay any commitment or other fee or make any other payment in connection with the Debt Financing prior to the Closing Date (unless simultaneously reimbursed by Purchaser pursuant to the terms of this Agreement), (D) impose any liability or indemnity obligation on Seller or any of its Affiliates or Representatives, or (E) cause any Representative of Seller or its Affiliates to incur any personal liability with respect to any matters related to the Debt Financing, and (ii) neither Seller, nor any of its managers or officers, shall (A) be required to take any action in such Person's capacity as a member of the board of managers or other governing body of Seller to

authorize or approve the Debt Financing, (B) have any liability or any obligation under any agreement or document related to the Debt Financing, (C) be required to incur any other liability in connection with the Debt Financing or (D) be required to execute any documentation related to the Debt Financing.

(c) Purchaser (i) shall promptly, upon request by Seller, reimburse Seller for any of its reasonable and documented out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by Seller or any of its Affiliates in connection with the Debt Financing or the cooperation contemplated by this Section 8.13 and (ii) does hereby indemnify and hold harmless Seller and its Affiliates and their respective Representatives from and against any and all losses suffered or incurred by them in connection with the arrangement of the Debt Financing, any action taken by them at the request of Purchaser pursuant to this Section 8.13 and any information utilized in connection therewith; provided, however that this clause (ii) shall not apply to the extent that the relevant amounts result from Seller's material breach of this Agreement or Fraud, in each case as determined by a final and non-appealable judgment of a court of competent jurisdiction.

(d) Purchaser acknowledges and agrees that (i) the obtaining of the Debt Financing is not a condition to the Closing, and (ii) none of Purchaser's obligations hereunder are conditioned in any manner upon Purchaser obtaining financing in respect of the Transactions.

8.14 Required Privacy Notice. If Seller determines after the date hereof that it may be required by Law or Contract to provide notice to a customer relating to the Data Breach, Seller shall (i) reasonably consult with Purchaser regarding the basis and form of such notice (including providing all documentation related thereto) and (ii) obtain the prior written consent of Purchaser (not to be unreasonably withheld) before such notice is delivered. For the avoidance of doubt, this Section 8.14 shall apply both (i) to the period from the date of this Agreement until the Closing Date and (ii) to the period following the Closing Date.

ARTICLE IX

EMPLOYEES AND EMPLOYEE BENEFITS

9.1 Employment.

(a) Transferred Employees. Prior to the Closing, Purchaser shall deliver, in writing, an offer of employment (on an "at will" basis) to those Employees identified by Purchaser, at Purchaser's sole discretion, on a schedule to be delivered to Seller no later than five (5) Business Days prior to the Closing to commence immediately upon the day following the Closing, subject to Purchaser's human resources policies and standard pre-employment requirements and screenings and contingent on the offeree's agreement to the Purchaser's standard policies, practices, agreements and procedures. Each such offer of employment shall be at the same salary or hourly wage rate in effect immediately prior to the Closing Date. Such individuals who accept such offer by the Closing Date and commence employment with Purchaser are hereinafter referred to as the "Transferred Employees." Subject to applicable Laws, on and after the Closing Date, Purchaser shall have the right to reassign or dismiss any or all Transferred Employees at any time,

with or without cause, and to change the terms and conditions of their employment (including compensation and employee benefits provided to them).

(b) Excluded Employees. Any Employee who is not offered employment by Purchaser prior to Closing, who does not accept an offer of employment by Purchaser or who does not commence employment with Purchaser, in each case pursuant to Section 9.1(a), is hereinafter referred to as an “Excluded Employee.”

9.2 Standard Procedure. Pursuant to the “Standard Procedure” provided in Section 5 of Revenue Procedure 96-60, 1996-2 C.B. 399, (i) Purchaser and Seller shall report on a predecessor/successor basis as set forth therein, (ii) Seller will not be relieved from filing a Form W-2 with respect to any Transferred Employees, and (iii) Purchaser will undertake to file (or cause to be filed) a Form W-2 for each such Transferred Employee only with respect to the portion of the year during which such Employees are employed by Purchaser that includes the Closing Date, excluding the portion of such year that such Employee was employed by Seller.

9.3 Employee Benefits.

(a) Benefits. As soon as reasonably practicable following the Closing, Purchaser shall provide the Transferred Employees with benefits under Purchaser’s existing employee benefit plans (including any group health plan) (“Purchaser Plans”) provided to similarly situated employees of Purchaser. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall be construed as requiring any compensation or employee benefit plans, programs or arrangements to continue to be maintained by Purchaser with respect to the Transferred Employees for any specified period after the Closing Date.

(b) COBRA. Purchaser shall be exclusively responsible for complying with COBRA with respect to Transferred Employees and Excluded Employees and their qualified beneficiaries by reason of any such employees’ termination of employment with Seller, and Seller shall not have any obligation or liability to provide rights under COBRA on account of any such termination of employment.

(c) Vesting of Seller Employee Benefit Plan Benefits. Effective as of the Closing Date, Seller shall cause the tax-qualified pension and 401(k) plans in which Transferred Employees were eligible to participate immediately prior to the Closing Date to fully vest such employees’ accrued benefits thereunder through the Closing Date.

This Article IX shall operate exclusively for the benefit of Seller and Purchaser and not for the benefit of any other Person, including any current or former employees of Seller or the Transferred Employees, which Persons shall have no rights to enforce this Article IX. Nothing in this Article IX shall: (i) entitle any Transferred Employee to employment with Purchaser or any of its Affiliates; (ii) change such Transferred Employee’s status as an employee-at-will or restrict the ability of Purchaser to terminate the service of any Transferred Employee at any time or for any reason; (iii) create any third party rights in any current or former service provider of Seller; or (iv) constitute the establishment or adoption of or be treated as an amendment of or modification to any Seller Plan or other employee benefit plan or arrangement or restrict the ability of Purchaser,

Seller or any of their respective Affiliates to amend, modify, discontinue or terminate any Seller Plan or other employee benefit plan or arrangement.

ARTICLE X

CONDITIONS TO CLOSING

10.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the Transactions is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Seller set forth in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects as provided herein, as of the date of this Agreement and as of the Closing as though made at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date) and Purchaser shall have received a certificate signed by an authorized officer of Seller (in form and substance reasonably satisfactory to Purchaser), dated as of the Closing Date, to such effect; *provided*, that the representations and warranties set forth in Sections 5.1, 5.2, 5.3, 5.12, 5.16, 5.18 and 5.19 and the first sentence of Section 5.5 shall be true and correct in all respects;

(b) Seller shall have performed and complied in all respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Closing Date, and Purchaser shall have received a certificate signed by an authorized officer of Seller (in form and substance reasonably satisfactory to Purchaser), dated as of the Closing Date, to such effect and copies of such corporate resolutions and other documents evidencing the performance thereof as Purchaser may reasonably request;

(c) there shall not have been or occurred any event, change, occurrence or circumstance (other than the Chapter 11 Cases) that has had or which could reasonably be expected to have a Material Adverse Effect since the date of this Agreement;

(d) subject to Section 8.8, all Purchased Contracts to be assumed by Purchaser shall have been assigned by Seller pursuant to sections 363 and 365 of the Bankruptcy Code, and all Cure Amounts shall have been paid by Sellers in full or are to be paid at Closing; and

(e) Seller shall have obtained all consents waivers and approvals under all those consents, waivers and approvals referred to in Section 5.3(a)(ii) hereof in a form satisfactory to Purchaser.

10.2 Conditions Precedent to Obligations of Seller. The obligations of Seller to consummate the Transactions are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by Seller in whole or in part to the extent permitted by applicable Law):

(a) The representations and warranties of Purchaser set forth in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, as of the date of this Agreement and as of the Closing as though made at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date) and Seller shall have received a certificate signed by an authorized officer of Purchaser (in form and substance reasonably satisfactory to Seller), dated as of the Closing Date, to such effect; *provided*, that the representations and warranties set forth in Sections 6.1, 6.2, and 6.6 shall be true and correct in all respects); and

(b) Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date, and Seller shall have received a certificate signed by an authorized officer of Purchaser (in form and substance reasonably satisfactory to Seller), dated as of the Closing Date, to such effect and copies of such corporate resolutions and other documents evidencing the performance thereof as Seller may reasonably request.

10.3 Conditions Precedent to Obligations of Purchaser and Seller. The respective obligations of Purchaser and Seller to consummate the Transactions are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Seller in whole or in part to the extent permitted by applicable Law):

(a) no Actions shall have been instituted or threatened or claim or demand made against Seller or Purchaser seeking to restrain or prohibit or to obtain substantial damages with respect to the consummation of the transactions contemplated hereby, and there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(b) the Bankruptcy Court shall have entered the Bidding Protections Order; and

(c) the Bankruptcy Court shall have entered the Sale Order within forty-five (45) days after the date hereof and the Sale Order shall be a Final Order.

10.4 Frustration of Closing Conditions. Neither Seller nor Purchaser may rely on the failure of any condition set forth in Section 10.1, 10.2, 10.3, or, as the case may be, if such failure was caused by such party's failure to comply with, or breach of, any provision of this Agreement.

ARTICLE XI

TAXES

11.1 Transfer Taxes. Each of Seller and Purchaser shall be responsible for fifty percent (50%) of any and all Liabilities for any sales, use, stamp, documentary, filing, recording, transfer, real estate transfer, stock transfer, gross receipts, registration, duty, securities transactions or similar fees or taxes or governmental charges (together with any interest or penalty, addition to tax or additional amount imposed) as levied by any Taxing Authority in connection with the transactions contemplated by this Agreement (collectively, "Transfer Taxes"). The party responsible for filing any Tax Returns with respect to Transfer Taxes shall file such Tax Returns. Notwithstanding the foregoing, the Sale Order shall contain a provision that Seller's sale, transfer, assignment and conveyance of the Purchased Assets to Purchaser hereunder shall be entitled to the protections afforded under Section 1146(c) of the Bankruptcy Code. The parties will reasonably cooperate to minimize any such taxes, including with respect to delivery location.

11.2 Prorations. All real property taxes, personal property taxes, or ad valorem obligations and similar recurring taxes and fees on the Purchased Assets for taxable periods beginning before, and ending on or after, the Closing Date, shall be prorated between Purchaser and Seller as of 12:01 a.m. eastern standard time on the Closing Date. The Party responsible for filing any Tax Returns with respect to any Taxes described in this Section 11.2, shall file such Tax Returns. If one party remits to the appropriate Taxing Authority payment for Taxes, which are subject to proration under this Section 11.2 and such payment includes the other party's share of such Taxes, such other party shall promptly reimburse the remitting party for its share of such Taxes.

11.3 Purchase Price Allocation. The purchase price (together with any other amounts required to be taken into account for federal income tax purposes as part of the purchase price) shall be allocated among the Purchased Assets in accordance with Code Section 1060 and the values and methods set forth in Schedule 11.3 (the "Allocation"). After the Closing, the parties shall make consistent use of the Allocation for all applicable income Tax purposes and in any income Tax Returns in respect thereof, except as otherwise required by a determination within the meaning of Section 1313 of the Code, subject to adjustment for any further purchase price adjustments pursuant to this Agreement; provided, however, that consistent with the Treasury Regulations under Code Section 1060 and Code Section 338, no adjustment may be made to any asset in excess of its fair market value.

11.4 Cooperation on Tax Matters.

(a) Purchaser and Seller shall furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters.

(b) Purchaser shall retain possession of copies of all accounting, business, financial and Tax records and information relating to the Purchased Assets or the Assumed Liabilities that are in existence on the Closing Date and transferred to Purchaser hereunder for a period of at least three (3) years from the Closing Date; provided, that Seller shall be entitled to retain the originals (or copies) of such records and information. Purchaser shall give Seller notice and an opportunity to retain any such copies of such records and information in Purchaser's possession in the event that Purchaser determines to destroy or dispose of them after such period. In addition, from and after the Closing Date, Purchaser shall provide access to Seller (after reasonably detailed prior notice and during normal business hours), to the books, records, documents and other information in Purchaser's possession relating to the Purchased Assets or the Assumed Liabilities as is reasonably necessary for Seller to properly prepare for, file, prove, answer, prosecute and/or defend any Tax Return, claim, filing, tax audit, tax protest, suit, proceeding or answer.

ARTICLE XII

MISCELLANEOUS

12.1 Expenses. Except for the Expense Reimbursement and as otherwise provided in this Agreement, each of Seller and Purchaser shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

12.2 Survival. Except in the case of Fraud or as expressly set forth in this Agreement to the contrary, all representations and warranties and covenants of any party contained in this Agreement or in any document delivered pursuant hereto shall not survive the Closing Date and thereafter shall be of no further force and effect. Notwithstanding the foregoing, all covenants and agreements set forth in this Agreement, which by their express terms would require performance after the Closing Date, shall survive until fully performed or until such covenant or agreement expires by its terms.

12.3 Specific Performance. Seller agrees that, if any of the provisions of this Agreement or any other document contemplated by this Agreement were not performed in accordance with its specific terms or were otherwise breached by Seller, irreparable damage would occur, no adequate remedy at law would exist and damages would be difficult to determine, and, therefore, Purchaser shall be entitled to specific performance of the terms hereof and thereof, including, without limitation, Seller's obligation to sell the Purchased Assets to Purchaser, in addition to any other remedy at law or in equity. For the avoidance of doubt, notwithstanding anything to the contrary herein, (a) in no event shall Purchaser be awarded both (i) a grant of specific performance that results in the consummation of the Transactions and (ii) the Purchase Price Deposit, Break-Up Fee, and Expense Reimbursement pursuant to Sections 3.2(c) and 7.1 and (b) Seller's sole recourse for a breach of this Agreement by Purchaser shall be a termination of the Agreement pursuant to Section 4.4(d) and payment of the Purchase Price Deposit pursuant to Section 3.2(b).

12.4 Governing Law; Submission to Jurisdiction; Consent to Service of Process.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement will be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.

(b) Without limitation of any party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes, which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing will be filed and maintained only in the Bankruptcy Court, and the parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action; *provided that*, if the Bankruptcy Cases are closed pursuant to Section 350 of the Bankruptcy Code, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Delaware Chancery Court or, if such court will not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and any appellate court from any thereof for the resolution of any such claim or dispute. The parties each hereby irrevocably waive, to the fullest extent permitted by applicable Laws, the defense of an inconvenient forum to the maintenance of any such Action. The parties each consent to service of process by mail (in accordance with Section 12.7) or any other manner permitted by applicable Law.

12.5 Waiver of Right to Trial by Jury. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY OR SUCH PARTY'S REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

12.6 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) and the Confidentiality Agreement represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further

exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by Law. Upon the Closing, the Confidentiality Agreement shall automatically terminate and none of the parties thereto shall have any further Liability thereunder (other than Liabilities that arose prior to the Closing Date).

12.7 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt), (b) when sent by email of a PDF transmission (upon manual or electronic confirmation of delivery), or (c) one (1) Business Day after being sent to the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties in accordance with this provision):

If to Seller, to:

Kologik LLC
301 Main Street, Suite 2200
Baton Rouge, Louisiana 70801
E-mail: kthayer@kologik.com
Attention: Kim Thayer

With a copy to (which shall not constitute notice):

Kelly Hart & Pitre
301 Main Street, Suite 1600
Baton Rouge, Louisiana 70801
E-mail: louis.phillips@kellyhart.com
Attention: Louis M. Phillips

If to Purchaser, to:

Kologik Software, Inc.
c/o GSV Acquisitions, LLC
2035 Lakeside Centre Way, Suite 200
Knoxville, Tennessee 37922
E-mail: casas@greatersumventures.com
Attention: Michael Casas

with a copy to (which shall not constitute notice):

Weil, Gotshal & Manges LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
E-mail: richard.frye@weil.com
gabriel.morgan@weil.com
Attention: Richard Frye
Gabriel Morgan

12.8 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Any such term or provision held invalid, illegal, or incapable of being enforced only in part or degree will remain in full force and effect to the extent not held invalid, illegal, or incapable of being enforced. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, such term or provision is hereby deemed modified to give effect to the original written intent of the parties to the greatest extent consistent with being valid and enforceable under applicable Law.

12.9 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by either Seller or Purchaser (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void; provided, however, that Purchaser may assign this Agreement and any or all rights or obligations hereunder (including, without limitation, Purchaser's rights to purchase the Purchased Assets and assume the Assumed Liabilities and Purchaser's rights to seek indemnification hereunder) to any Affiliate of Purchaser. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires.

12.10 Guarantee. Purchaser Guarantor hereby irrevocably and unconditionally guarantees the due and punctual payment of the Purchase Price under this Agreement; provided, however, that such guaranty shall terminate as of the Closing.

12.11 Third Party Beneficiaries; Non-Recourse. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature under or by reason of this Agreement, except as expressly provided herein. Subject to Section 12.10, each party, by its acceptance of the benefits of this Agreement, covenants, agrees and acknowledges that no Persons other than the Persons that are expressly parties to this Agreement or the Ancillary Documents will have any obligation hereunder or thereunder and that it has no rights of recovery hereunder or thereunder against, and no recourse hereunder or thereunder or in respect of any oral representations made or alleged to be made in connection therewith will be had against, any former, current or future Affiliate, incorporator, controlling Person, fiduciary, representative, co-owner or equity holder of Purchaser or Seller (or any of their successors or permitted assignees) (each, a "Party Affiliate"), whether by or through attempted piercing of the corporate veil, by or through a claim (whether in tort, contract or otherwise) by or on behalf of such Person against the Party Affiliates, by the enforcement of any assessment or by any legal or equitable Action, or by virtue of any statute, regulation or other applicable Law, or otherwise; it being expressly agreed and acknowledged that no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any Party Affiliate, as such, for any obligations of the applicable Person under this Agreement or any Ancillary Document or the Transactions, under any documents or instruments delivered contemporaneously therewith, in respect of any oral representations made or alleged to

be made in connection therewith, or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation.

12.12 Headings; Construction. The headings and captions contained in this Agreement are provided for convenience only and will not affect its construction or interpretation. The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”. The words “hereof”, “herein” and “herewith” and words of similar import shall, unless expressly otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit, appendix and schedule references are to the articles, sections, paragraphs, exhibits, appendices and schedules of this Agreement unless expressly otherwise specified. The phrase “made available”, “provided to” or similar phrases when used in reference to a document means that the document was made available (and continuously accessible) for viewing in Seller’s electronic data room hosted by ShareFile at least one (1) Business Day prior to the date hereof. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement. A reference to any legislation or to any provision of any legislation shall include any amendment thereto, and any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto. All references to “dollars” or “\$” in this Agreement refer to United States dollars, which is the currency used for all purposes in this Agreement. When calculating the period of time before which, within which or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

12.13 Risk of Loss. Seller will bear all risk of loss occurring to or upon any portion of the Purchased Assets prior to the Closing Date. In the event that any material portion of any Purchased Assets is damaged or destroyed prior to Closing Date, then, with respect to such Purchased Assets, Purchaser may, at Purchaser’s option, either (a) proceed to close notwithstanding the damage or destruction of such Purchased Assets or (b) exclude such Purchased Assets, in which event Purchaser shall not have any obligation to close if as a consequence of the exclusion of such Purchased Assets any condition to Closing in Article X would not be satisfied. If Purchaser closes notwithstanding an unrepaired or unrestored loss to a Purchased Asset, Seller will deliver or assign to Purchaser any insurance proceeds with respect to such damage or destruction, and all claims against third parties relating thereto, and the adjustment to the Purchase Price shall be limited to the amount of any deductible or self-insured retention under the applicable policies of insurance.

12.14 Liquidating Trustee. If at any time Seller liquidates, its estate is converted to a case under Chapter 7 of the Bankruptcy Code, or otherwise has a trustee or other representative

appointed by the Bankruptcy Court (as applicable, a “Trustee”), then (a) such Trustee will be bound to perform the obligations of Seller and will be entitled to exercise the rights of Seller under this Agreement, and (b) with respect to all of Seller’s assets that are abandoned (if any) following the date hereof, Seller grants to such Trustee a power of attorney for purposes performing Seller’s obligations under Section 8.8 with respect to such abandoned assets. Seller acknowledges and agrees that the power of attorney granted to such Trustee (if any) pursuant to the foregoing clause (b) is coupled with an interest and will be irrevocable. Further, such power of attorney will also be granted to Purchaser for purposes of performing Seller’s obligations under Section 8.8 with respect to such abandoned assets, as determined by Purchaser, and in the event Purchaser exercises such power of attorney, the Trustee will not commit any act or take any action that is inconsistent with such exercise by Purchaser, except as requested in writing by Purchaser.

12.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

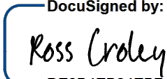
12.16 Disclosure Schedule. Unless otherwise indicated, capitalized terms used but not otherwise defined in the Disclosure Schedule have their respective meanings set forth in this Agreement. Headings in the Disclosure Schedule are for convenience of reference only and shall not affect the disclosures contained therein. Any reference in a particular Section of the Disclosure Schedule shall be deemed to be an exception to, or, as applicable, a disclosure for purposes of (a) the representations and warranties (or covenants, as applicable) of Seller that are contained in the corresponding Section of this Agreement and (b) any other representations and warranties (or covenants, as applicable) of Seller contained in this Agreement (regardless of the absence of an express reference or cross reference in a particular Section of this Agreement or a particular Section of the Disclosure Schedule), but only if the relevance of that reference as an exception to (or a disclosure for purposes of) such representations and warranties (or covenants, if applicable) would be reasonably apparent on its face to a reasonable person who has read that reference and such representations and warranties (or covenants, as applicable), without any independent knowledge on the part of the reader regarding the matter so disclosed. The inclusion of any information in the Disclosure Schedule shall not be deemed an admission or acknowledgement by Seller to any third party of any matter whatsoever (including any violation of applicable Law or breach of Contract). In disclosing the information in the Disclosure Schedule, Seller does not expressly waive any attorney-client privilege associated with any such information or any protection afforded by the “work product doctrine” with respect to any of the matters disclosed or discussed therein. No disclosure of any matter contained in the Disclosure Schedule will create an implication that such matter meets any standard of materiality (it being further understood and agreed that matters reflected in the Disclosure Schedule are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedule, which additional matters are included for informational purposes only and do not necessarily include other matters of a similar nature, nor will the inclusion of any item be construed as implying that any such item is “material” for any purpose). The disclosure of information in the Disclosure Schedule is intended solely to provide information that is necessary to constitute the content of, or an exception to, a representation or warranty of Seller contained in this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER:

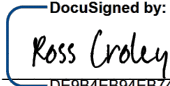
KOLOGIK SOFTWARE, INC.

By:  _____
Name: Ross Croley
Title: President

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

PURCHASER GUARANTOR:

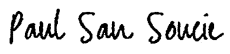
PROJECT SENTINEL PURCHASER, LLC

By: 
Name: Ross Croley
Title: President

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

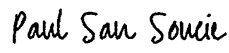
SELLER:

KOLOGIK LLC

By: DocuSigned by:

0724A72EF473429...
Name: Paul San Soucie
Title: Chief Executive Officer

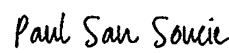
KOLOGIK CAPITAL, LLC

By: KOLOGIK LLC, its sole member

By: DocuSigned by:

0724A72EF473429...
Name: Paul San Soucie
Title: Chief Executive Officer

KOLOGIK CAPITAL II, LLC

By: KOLOGIK LLC, its sole manager

By: DocuSigned by:

0724A72EF473429...
Name: Paul San Soucie
Title: Chief Executive Officer

KOLOGIK TECHNOLOGIES, LLC

By: KOLOGIK LLC, its sole manager

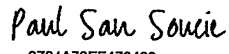
By: DocuSigned by:

0724A72EF473429...
Name: Paul San Soucie
Title: Chief Executive Officer

Exhibit A

Form of Bill of Sale, Assignment and Assumption Agreement

[Please see attached.]

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of [●], 2024, is made by and among Kologik LLC, a Louisiana limited liability company (“Kologik”), Kologik Capital, LLC, a Louisiana limited liability company (“Capital”), Kologik Capital II, LLC, a Louisiana limited liability company (“Capital II”), and Kologik Technologies, LLC, a Delaware limited liability company (“Kologik Technologies” and, together with Kologik, Capital, and Capital II, collectively “Seller”), and Kologik Software, Inc., a Delaware corporation (“Purchaser”), in connection with that certain Asset Purchase Agreement, dated as of April [●], 2024 (the “Purchase Agreement”), by and among Seller, Purchaser, and, solely for the purposes of Section 12.10 therein, Project Sentinel Purchaser, LLC, a Delaware limited liability company. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Purchase Agreement. In connection with the Purchase Agreement, Seller and Purchaser desire to enter into this Agreement to evidence the conveyance of certain assets to and the assumption of certain liabilities by Purchaser. Accordingly, Seller and Purchaser hereby agree as follows:

1. Assignment and Assumption. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Closing and subject to the limitations, conditions and provisions of the Purchase Agreement (including, without limitation, Section 8.8 thereof) (i) Seller hereby sells, conveys, assigns, transfers and delivers to Purchaser all of Seller’s right, title and interest in and to all Purchased Assets and all Assumed Liabilities, and (ii) in connection therewith, Purchaser hereby purchases, acquires, accepts and assumes such Purchased Assets and such Assumed Liabilities from Seller, and agrees to (a) timely pay, discharge and perform in accordance with their terms all such Assumed Liabilities (which, for the avoidance of doubt, do not include any Excluded Liabilities) and (b) indemnify and hold Seller harmless from and against each and all of the Assumed Liabilities.
2. Further Assurances. Each party hereby covenants and agrees that it will, at the request of the other party and without further consideration, execute and deliver such other instruments of sale, transfer, conveyance and assignment, and take such other action, as may reasonably be necessary to give effect to the sale, transfer, conveyance and assignment contemplated by this Agreement.
3. Terms of the Purchase Agreement. Nothing in this Agreement will alter or expand any representation, warranty, liability or obligation of the parties arising under the Purchase Agreement and no party makes any representations or warranties hereunder. In the event of a conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall control.
4. Incorporation by Reference. Sections 12.4 through 12.9, Sections 12.11 and 12.12, and Section 12.15 of the Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

* * * * *

IN WITNESS WHEREOF, Seller and Purchaser have duly executed this Agreement as of the date first above written.

KOLOGIK LLC

By: _____
Name:
Title:

KOLOGIK CAPITAL, LLC

By: _____
Name:
Title:

KOLOGIK CAPITAL II, LLC

By: _____
Name:
Title:

KOLOGIK TECHNOLOGIES, LLC

By: _____
Name:
Title:

KOLOGIK SOFTWARE, INC.

By: _____

Name:

Title:

Exhibit B

Form of Escrow Agreement

[Please see attached.]

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is entered into as of April [●], 2024, by and among (i) Kologik Software, Inc., a Delaware corporation (“Buyer”), (ii) Kologik LLC, a Louisiana limited liability company (“Seller”), (iii) Kologik Capital, LLC, a Louisiana limited liability company (“Capital”), (iv) Kologik Capital II, LLC, a Louisiana limited liability company (“Capital II”), (v) Kologik Technologies, LLC, a Delaware limited liability company (“Kologik Technologies” and, together with Seller, Capital, and Capital II, collectively the “Seller Entities”), and (vi) PNC Bank, National Association, a national banking association (“Escrow Agent”). Buyer, Seller, Capital, Capital II, and Kologik Technologies are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April [●], 2024 (the “Purchase Agreement”), by and among Buyer, the Seller Entities and, solely for the purposes of Section 12.16 therein, Project Sentinel Purchaser, LLC, a Delaware limited liability company, the Parties have agreed to establish an escrow arrangement for the purposes set forth therein;

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, the Purchase Agreement contemplates that (a) following the approval of the Bidding Protections Order, Buyer will deposit, or cause to be deposited, an amount equal to \$850,000 (the “Purchase Price Deposit”) into the Purchase Price Deposit Account (as defined below), which has been established by Escrow Agent hereunder for the purpose of establishing a source of funds to secure and satisfy the obligations of Buyer or the Seller Entities, as applicable, pursuant to Section 3.2 of the Purchase Agreement and (b) at the Closing, Buyer will deposit, or cause to be deposited, an amount equal to \$554,000 (the “Adjustment Escrow Amount” and together with the Purchase Price Deposit, the “Escrow Amounts”) into the Adjustment Escrow Account (as defined below), which has been established by Escrow Agent hereunder for the purpose of establishing a source of funds to secure and satisfy any potential adjustments to the Purchase Price following the Closing pursuant to Section 3.4 of the Purchase Agreement; and

WHEREAS, the Parties desire that Escrow Agent shall agree to hold and distribute the Escrow Amounts in accordance with the terms and conditions of this Agreement, until the Escrow Amounts held hereunder have been released in accordance with the terms and conditions of this Agreement and, as between Buyer and the Seller Entities, the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, each of Buyer, the Seller Entities and Escrow Agent hereby agrees as follows:

1. Appointment. The Parties hereby appoint and designate Escrow Agent to acquire and maintain possession of the Escrow Amounts and to act as their escrow agent for the purposes set forth herein, and Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein and agrees to assume and perform its duties and obligations pursuant to the terms and conditions set forth herein. Escrow Agent shall hold the Escrow Amounts in accordance with, and shall not disburse or release any of the Escrow Amounts except in accordance with, the terms and conditions set forth in this Agreement.

2. Funds. In accordance with the terms of the Purchase Agreement, following the approval of the Bidding Protections Order (in the case of the Purchase Price Deposit) or upon the Closing (in the case of the Adjustment Escrow Amount), Buyer shall deposit, or cause to be deposited with Escrow Agent, in each case, to be held by Escrow Agent in separate, distinct and non-commingled escrow accounts established by Escrow Agent, (a) the Purchase Price Deposit (such account, the “Purchase Price Deposit Account”) in immediately available funds and the (b) Adjustment Escrow Deposit Amount (such account,

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the “Adjustment Escrow Account” and together with the Purchase Price Deposit Account, the “Escrow Accounts”) in immediately available funds. Escrow Agent shall keep the Escrow Accounts separate from all other property held by Escrow Agent and the Escrow Accounts shall be identified as being held in connection with this Agreement and the Purchase Agreement. Escrow Agent shall acknowledge in writing to Buyer and Seller receipt of the Escrow Amounts from or on behalf of Buyer upon the date of receipt. As agreed by the Parties, the Escrow Amounts shall (i) not be subject to set off by Escrow Agent or any of its affiliates, (ii) not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party hereto and (iii) be held and disbursed solely for the purposes and in accordance with the terms of this Agreement and the Purchase Agreement, except as otherwise provided in Section 10 below.

3. Investment of Escrow Amounts.

(a) Subject to receipt of a Joint Direction or a Release Order (each as defined below), as applicable, Escrow Agent shall hold the Escrow Amounts and shall invest the Escrow Amounts in segregated non-interest bearing accounts of Escrow Agent, insured up to the applicable limits by the Federal Deposit Insurance Corporation. Escrow Agent shall not have any liability for any loss sustained as a result of any investment decision made pursuant to, and in accordance with, the terms of this Agreement. Except as expressly provided herein, the Escrow Amounts shall not, in any manner, directly or indirectly, be assigned, hypothecated, pledged, alienated, released from escrow or transferred within escrow (or otherwise dealt with in any manner that has the economic effect of any of the foregoing acts, on a current or prospective basis). Notwithstanding anything the contrary herein, the Escrow Amounts shall, at all times, remain available for distribution in accordance with Section 4 below.

(b) The Escrow Accounts shall be treated as owned by Buyer for U.S. federal income tax purposes. All Escrow Account income earned under this Agreement shall be allocated to Buyer and timely reported by Escrow Agent to Buyer, the IRS or other applicable taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Escrow Accounts by Buyer whether or not said income has been distributed during such year. The Parties shall duly complete any tax documentation or other procedural formalities necessary for Escrow Agent to complete any required tax reporting and for the relevant Party to receive interest or other income without withholding or deduction of tax in any jurisdiction. Should any information supplied in such tax documentation change, the Parties shall promptly notify Escrow Agent. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities.

(c) Escrow Agent shall provide monthly reports of transactions and holdings to Buyer and Seller as of the end of each month. Buyer authorizes Escrow Agent to grant Buyer and Seller (or counsel acting on behalf of either Buyer or Seller) (each an “Authorized Individual”) access to Escrow Agent’s online portal (“PNC PAID”). Each Authorized Individual must agree to comply with the PNC PAID Terms and Conditions and any other provisions required by Escrow Agent to access PNC PAID. The Parties acknowledge any changes, modifications or additions to existing Authorized Individuals with PNC PAID access should be made in writing to Escrow Agent. The Parties agree to notify Escrow Agent of any errors, delays or other problems within thirty (30) days after receiving written notification from Escrow Agent that a transaction has been completed; provided, that the failure to so notify Escrow Agent will not constitute waiver by the Parties of any such error, delay or other problem.

(d) This Agreement (except for the provisions of Section 8 hereof), the Escrow Accounts and the duties of Escrow Agent shall automatically terminate and shall have no further force or effect upon the first to occur of (i) the distribution in full by Escrow Agent of all of the Escrow Amounts

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in accordance with this Agreement, or (ii) the delivery to Escrow Agent of a written notice of termination executed jointly by an Authorized Representative (as defined below) of Buyer and Seller and the release by Escrow Agent of all of the Escrow Amounts.

4. Disposition. Buyer and Seller shall act in accordance with, and Escrow Agent shall hold and release the Escrow Amounts as provided in, this Section 4 as follows:

(a) Joint Direction or Release Order. As promptly as practicable, and in any event within two (2) Business Days, following the date on which Escrow Agent receives (i) a Joint Direction, or (ii) a Release Order (as defined below), in each case, with respect to a disbursement from the Purchase Price Deposit Account or the Adjustment Escrow Account, in accordance with Section 3.2 or Section 3.4(c) of the Purchase Agreement, respectively, Escrow Agent shall, to the extent directed by such Joint Direction or Release Order, disburse all or part of the Purchase Price Deposit or the Adjustment Escrow Amount, as applicable, in accordance with such Joint Direction or Release Order (as applicable) to the Persons and accounts specified in such Joint Direction or Release Order (as applicable), by wire transfer of immediately available funds.

(b) Method of Payment. All payments of any part of the Escrow Amounts shall be made by wire transfer of immediately available funds to one or more accounts as designated in advance by Buyer or Seller, as applicable, or as set forth in the Joint Direction or a Release Order, as applicable.

(c) Security Procedures for Fund Transfers. Escrow Agent shall confirm each funds transfer instruction received in the name of Buyer or Seller by means of a call back to an Authorized Representative for such Party and communicated to Escrow Agent through a signed certificate in the form of Schedule 1-A or Schedule 1-B attached hereto, which schedules upon receipt by Escrow Agent shall become a part of this Agreement. Once delivered to Escrow Agent, Schedule 1-A or Schedule 1-B may be revised or rescinded only by a writing signed by one of the designated persons as set forth in Schedule 1-A or Schedule 1-B (each an “Authorized Representative”) of the applicable Party. Such revisions or rescissions shall be effective only after actual receipt and following such period of time as may be necessary to afford Escrow Agent a reasonable opportunity to act on it. If a revised Schedule 1-A or Schedule 1-B or a rescission of an existing Schedule 1-A or Schedule 1-B is delivered to Escrow Agent by an entity that is a successor-in-interest to such Party, such document shall be accompanied by additional documentation satisfactory to Escrow Agent showing that such entity has succeeded to the rights and responsibilities of the Party under this Agreement. Buyer and Seller understand that Escrow Agent’s inability to receive or confirm funds transfer instructions by means of a call back to such Party may result in a delay in accomplishing such funds transfer, and agree that Escrow Agent shall not be liable for any loss caused by any such delay. Escrow Agent shall not be liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Escrow Amounts if delivered to any fax number or electronic mail (“e-mail”) address other than the notice address of Escrow Agent set forth in Section 9, including but not limited to a valid e-mail address of any employee of Escrow Agent.

(d) Certain Definitions. As used herein, the following terms shall have the following definitions:

“Business Day” means any day on which banks are open for business in New York, New York (excluding Saturdays, Sundays, and public holidays).

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“Joint Direction” means a joint written instruction made by Buyer and Seller, substantially in the form attached hereto as Exhibit A, signed by an Authorized Representative of each of Buyer and Seller as set forth in Schedule 1-A and 1-B hereto, to Escrow Agent.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental authority or any department, agency or political subdivision thereof.

“Release Order” means a final non-appealable order of any court or arbitrator of competent jurisdiction that may be issued ordering Escrow Agent to distribute all or any portion of the Purchase Price Deposit or the Adjustment Escrow Amount or determining the rights of the Parties with respect to the Purchase Price Deposit or the Adjustment Escrow Amount, together with (A) a certificate, substantially in the form attached hereto as Exhibit B, signed by an Authorized Representative of the prevailing Party (as between Buyer and Seller) to the effect that such judgment is final and non-appealable and from a court or arbitrator of competent jurisdiction having proper authority and (B) the written payment instructions of the prevailing Party.

5. Escrow Agent. Escrow Agent hereby agrees and covenants with Buyer and the Seller Entities that it shall perform all of its obligations under this Agreement and shall not deliver custody or possession of any of the Escrow Amounts to anyone, except pursuant to the express terms of this Agreement or as otherwise required by applicable law. Escrow Agent hereby undertakes to perform only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties, including but not limited to any fiduciary duties, shall be implied, other than the implied duty of good faith and fair dealing. Escrow Agent has no knowledge of, nor any requirement to comply with, the terms and conditions of any other agreement between the Parties, nor shall Escrow Agent be required to determine if any Party has complied with any other agreement. Notwithstanding the terms of any other agreement between the Parties, the terms and conditions of this Agreement shall control the actions of Escrow Agent; provided, that as between the Parties, the Purchase Agreement shall control the actions of the Parties. Escrow Agent may rely upon, and shall not be liable for acting in accordance with, any Joint Direction or Release Order delivered to it by any Party in accordance with Section 10 and reasonably believed by Escrow Agent to be genuine and to have been signed by an Authorized Representative(s), as applicable, provided that Escrow Agent has fulfilled its obligations under Section 4(c) to confirm any funds transfer instruction received in the name of Buyer or Seller. Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such Joint Direction or Release Order. Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that Escrow Agent’s fraud, gross negligence or willful misconduct was the cause of any direct loss to any Party. Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through any of its affiliates or agents, provided, however, that no such delegation of powers or duties will release Escrow Agent from any of its obligations under this Agreement. In the event that Escrow Agent is uncertain as to its duties or rights hereunder or receives instructions, claims or demands from any Party that conflict with the provisions of this Agreement or conflicting instructions from the Parties, Escrow Agent shall promptly notify the Parties of such uncertainty or apparent conflict and, following delivery of such notice and until such time as the Parties deliver revised instructions to Escrow Agent, Escrow Agent shall be entitled to refrain from taking any action and shall not be liable for refraining to take any action, and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in a Joint Direction or Release Order. Escrow Agent shall have no duty to solicit any payments that may be due to it or the Escrow Accounts, including, without limitation, the Escrow Amounts, nor shall Escrow Agent have any duty or obligation to confirm or verify the accuracy or

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correctness of any amounts deposited with it hereunder. To the extent practicable, the Parties agree to pursue any redress or recourse in connection with any dispute (other than with respect to a dispute involving Escrow Agent) without making Escrow Agent a party to the same. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL ESCROW AGENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF ESCROW AGENT HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES ARE SOUGHT. ESCROW AGENT SHALL NOT BE LIABLE FOR ANY ACTION TAKEN, SUFFERED OR OMITTED TO BE TAKEN BY IT IN GOOD FAITH EXCEPT TO THE EXTENT THAT ESCROW AGENT'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WAS THE CAUSE OF ANY DIRECT LOSS TO EITHER PARTY. Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder. Escrow Agent shall not be responsible for or under, or chargeable with knowledge of, the terms and conditions of any other agreement, instrument or document executed between/among the parties hereto, except as may be specifically provided in this Agreement or in any Joint Direction or Release Order delivered to Escrow Agent hereunder. This Agreement sets forth all of the obligations of Escrow Agent, and no additional obligations shall be implied from the terms of this Agreement or any other agreement, instrument or document.

6. Resignation and Removal; Succession. The Parties, acting jointly, may remove Escrow Agent at any time, with or without cause, by giving to Escrow Agent fifteen (15) calendar days' advance notice in writing of such removal signed by an Authorized Representative of each Party. Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) calendar days' advance notice in writing of such resignation to the Parties. Escrow Agent's sole responsibility after such fifteen (15) or thirty (30)-day notice period (as applicable) expires, in the case of either removal or resignation, shall be to hold and safeguard the Escrow Amounts (without any obligation to reinvest the same) and to deliver the same (a) to a designated substitute escrow agent, if any, appointed jointly by the Parties, as set forth in a Joint Direction, (b) to such other Person jointly designated in writing by the Parties, or (c) in accordance with the directions of a final non-appealable court order, at which time of delivery, Escrow Agent's obligations hereunder shall cease and terminate, except for any liability of Escrow Agent arising out of its fraud, gross negligence or willful misconduct. If prior to the expiration of the fifteen (15) or thirty (30)-day notice period (as applicable), the Parties have failed to appoint a successor escrow agent, or to instruct Escrow Agent in writing to deliver the Escrow Amounts to another Person as provided above, at any time on or after the expiration of the fifteen (15) or thirty (30)-day notice period (as applicable), Escrow Agent may petition any court of competent jurisdiction for the appointment of such a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto. Escrow Agent shall deliver the Escrow Amounts to any appointed successor escrow agent, at which time Escrow Agent's obligations under this Agreement shall cease and terminate, except for any liability incurred prior to delivery of the Escrow Amounts. Any entity into which Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business of Escrow Agent may be transferred, shall be Escrow Agent under this Agreement without further act; provided, that Escrow Agent shall use commercially reasonable efforts to provide the Parties with notice in writing of any such merger, conversion or consolidation within a reasonable period of time either prior to or following the consummation thereof.

7. Compensation. Escrow Agent acknowledges and agrees that the fees and expenses described in Schedule 2 attached hereto are intended as full compensation for Escrow Agent's services as

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contemplated by this Agreement and the Parties agree to pay, or cause to be paid, to Escrow Agent such fees and expenses, fifty percent (50%) by Buyer and fifty percent (50%) by Seller, upon execution of this Agreement.

8. Indemnification and Reimbursement. The Parties shall jointly and severally indemnify, defend and hold harmless Escrow Agent from and against any and all losses, damages, liabilities, claims, penalties, judgements, settlements, litigations, investigations and reasonable and documented out-of-pocket costs or expenses (including, without limitation, the reasonable and documented out-of-pocket fees and reasonable and documented out-of-pocket expenses of one outside counsel) (collectively, “Losses”), arising out of or in connection with (a) Escrow Agent’s performance of this Agreement, except to the extent that such Losses are determined by a court of competent jurisdiction through a final order to have been caused by the fraud, gross negligence, or willful misconduct of Escrow Agent, and (b) Escrow Agent’s following any instructions or other directions from the Parties (including, for the avoidance of doubt, any instructions or other directions set forth in a Joint Direction or Release Order) received in accordance with this Agreement. It is understood and agreed that Escrow Agent does not have a contractual right of set-off or a contractual security interest under this Agreement; provided, however, that nothing herein shall be construed as a waiver of any statutory or common law rights to which Escrow Agent may otherwise be entitled with respect thereto. Notwithstanding anything to the contrary herein, each of Buyer and the Seller Entities hereby agree between themselves that any obligation for indemnification under this Section 8 shall be borne by Buyer or the Seller Entities as determined by a court of competent jurisdiction to be responsible for causing the Losses against which Escrow Agent is entitled to indemnification or payment or, if no such determination is made, then to each pay fifty percent (50%) of any such indemnification claims or payments. The provisions set forth in this Section 8 shall survive the resignation, replacement or removal of Escrow Agent or the termination of this Agreement.

9. Notices. All communications hereunder shall be in writing or set forth in a PDF attached to an email, and all instructions from a Party or the Parties to Escrow Agent shall be executed by an Authorized Representative of such Party or Parties, and must be delivered electronically to be deemed to have been delivered in accordance with the terms of this Agreement to the appropriate email address for each party hereto as follows:

if to Buyer,

c/o GSV Acquisitions, LLC
2035 Lakeside Centre Way, Suite 200
Knoxville, Tennessee 37922
E-mail: casas@greatersumventures.com
Attention: Michael Casas

with a copy to (which shall not constitute notice):
Weil, Gotshal & Manges LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
E-mail: richard.frye@weil.com
Attention: Richard Frye

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if to the Seller Entities,

Kologik LLC
301 Main Street, Suite 2200
Baton Rouge, Louisiana 70801
E-mail: kthayer@kologik.com
Attention: Kim Thayer

with a copy to (which shall not constitute notice):

Kelly Hart & Pitre
301 Main Street, Suite 1600
Baton Rouge, Louisiana 70801
E-mail: louis.phillips@kellyhart.com
Attention: Louis M. Phillips

If to Escrow Agent,

PNC Bank, National Association
80 S. 8th St., Suite 3715 (IDS Center)
Minneapolis, MN 55402
Attention: Jordyn Stadler
Email: pncpaidadmin@pnc.com; jordyn.stadler@pnc.com
Phone: (303) 729-0967

Any party hereto may provide notice in accordance with this Section 9 of any change of the notice information in this Section 9.

10. Compliance with Court Orders. In the event that any of the Escrow Amounts shall be attached, garnished, levied upon, or otherwise be subject to any final court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court affecting the property deposited under this Agreement, Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such final orders so entered or issued, which it is advised in writing by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, provided that Escrow Agent shall provide a written notice thereof to the Parties as soon as reasonably practicable and to the extent legally permissible, and in the event that Escrow Agent obeys or complies with any such order it shall not be liable to any of the Parties or to any other Person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

11. Miscellaneous.

(a) The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by Escrow Agent and each of the Parties. No waiver of any provision of this Agreement will be valid unless the waiver is in writing and signed by the

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waiving parties. The failure of a party at any time to require performance of any provision of this Agreement will not affect such party's rights at a later time to enforce such provision.

(b) Buyer and the Seller Entities may assign any right or interest hereunder, but not any obligation, to the same extent they are permitted to assign their rights and interests under the Purchase Agreement. No assignment of the interest of either Party shall be binding on Escrow Agent unless and until written notice of such assignment is filed with and acknowledged in writing by Escrow Agent. To comply with federal law including USA Patriot Act requirements, assignees shall provide to Escrow Agent the appropriate form W-9 or W-8 (as applicable) and such other forms and documentation that Escrow Agent may request to verify identification and authorization to act.

(c) This Agreement, all questions concerning the construction, interpretation and validity of this Agreement, the rights and obligations of the parties hereto, all claims or causes of action (whether in contract, tort, statute or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter this Agreement) shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, including its statutes of limitations, without giving effect to any choice or conflict of law provision or rule (whether in the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware and without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction. In furtherance of the foregoing, the laws of the State of Delaware will control even if under such jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily or necessarily apply.

(d) Each of the Parties and Escrow Agent hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware sitting in Wilmington, Delaware (or, if such court lacks jurisdiction, any federal or state court sitting in the State of Delaware in Wilmington, Delaware) over all claims or causes of action (whether in contract, tort, statute or otherwise) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) and each Party and Escrow Agent hereby irrevocably agrees that all claims in respect of any such Action related thereto may be heard and determined in such courts. Each of the Parties and Escrow Agent hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection that they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties and Escrow Agent agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(e) No Party nor Escrow Agent shall be liable to any other party for losses due to, or for any delay in performance of its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, viruses, pandemics, epidemics, electrical outages or unavailability of Federal Reserve Bank wire services, or other causes reasonably beyond its control; it being understood that Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

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(f) This Agreement and any Joint Direction from Buyer or Seller, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument or instruction, as applicable. All signatures of the parties to this Agreement and in any Joint Direction or other instruction, instrument or notice delivered hereunder may be transmitted by facsimile (including PDF) or email, and such transmission will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party.

(g) If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be revised as mutually agreed by the parties so as to as nearly as possible reflect the intent of the parties without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

(h) Nothing in this Agreement, whether express or implied, shall be construed to give to any Person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Purchase Price Deposit, the Adjustment Escrow Amount, or this Agreement.

(i) The Parties acknowledge that the Escrow Amounts are not and shall not be subject to any lien, security interest or encumbrance of any kind.

(j) EACH PARTY AND ESCROW AGENT HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE RESPECTING ANY MATTER ARISING UNDER THIS AGREEMENT.

(k) No publicly distributed printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions “PNC Bank” by name, or the rights, powers, or duties of Escrow Agent under this Agreement, shall be issued by the Parties, or on their behalf, without the prior written consent of Escrow Agent, except to the extent such disclosure is required by applicable law.

(l) This Agreement and the Purchase Agreement taken together shall constitute the entire agreement among the Parties hereto with respect to the subject matter of this Agreement and supersede all prior agreements (whether written or oral and whether express or implied) by or among the parties hereto to the extent related to the subject matter of this Agreement. The terms and conditions of this Agreement will control the actions, duties, and obligations of Escrow Agent. To the extent there is a conflict between the terms and provisions of this Agreement and the Purchase Agreement, (i) as between the Parties, the terms and provisions of the Purchase Agreement will control and (ii) to the extent governing the actions of Escrow Agent, the terms and conditions of this Agreement shall control.

(m) When used in this Agreement, the word “including” or any variation thereof shall mean (unless the context of its usage otherwise requires) “including, without limitation.”

(n) Know Your Client Requirements. The Parties hereby acknowledge that, in order to help fight the funding of terrorism and money laundering activities, federal law may require certain

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financial institutions to obtain, verify and record information that identifies each person or corporation who opens an account and/or enters into a business relationship. The Parties hereby agree that they shall provide Escrow Agent with such information as Escrow Agent may reasonably request in order to comply with applicable anti-money laundering rules and regulations, including each Party's name, physical address, tax identification number and other information that is reasonably required to assist Escrow Agent in identifying and verifying each Party's identity in order to comply with applicable anti-money launder rules and regulations, such as organizational documents, certificates of good standing, licenses to do business or other pertinent identifying information.

(o) Patriot Act Disclosure. Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("USA PATRIOT Act") requires Escrow Agent to implement reasonable procedures to verify the identity of any Person that opens a new account with it. Accordingly, the Parties acknowledge that Section 326 of the USA PATRIOT Act and Escrow Agent's internal policies require Escrow Agent to follow reasonable procedures to verify the identity including without limitation name, address and organizational documents ("identifying information"). The Parties agree to provide Escrow Agent with and consent to Escrow Agent obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by Escrow Agent in connection with the transactions contemplated hereby.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

BUYER:

KOLOGIK SOFTWARE, INC.

By: _____
Name: [●]
Title: [●]

SELLER ENTITIES:

KOLOGIK LLC

By: _____
Name: [●]
Title: [●]

KOLOGIK CAPITAL, LLC

By: _____
Name:
Title:

KOLOGIK CAPITAL II, LLC

By: _____
Name:
Title:

KOLOGIK TECHNOLOGIES, LLC

By: _____
Name:
Title:

ESCROW AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: _____

Title: _____

SCHEDULE 1-A
SCHEDULE OF BUYER’S AUTHORIZED REPRESENTATIVES

Telephone Numbers and Authorized Signatures for
Person(s) Designated to Give Joint Directions and Confirm Funds Transfer Instructions

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of Buyer, and are authorized to initiate and approve transactions for the Purchase Price Deposit Account and the Adjustment Escrow Account established under this Agreement on behalf of Buyer. The below listed Persons have also been designated as contacts for confirmation of funds transfer instructions as provided for in Section 4(c) to this Agreement, and will be notified by Escrow Agent upon the release of any of the Purchase Price Deposit or the Adjustment Escrow Amount from the Purchase Price Deposit Account or the Adjustment Escrow Account, as applicable.

<u>Name</u>	<u>Business/Cellphone Telephone Numbers</u>	<u>Signature</u>
1.	_____	_____
2.		_____

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature of at least one Authorized Representative authorizing said funds transfer on behalf of each Party.

Telephone Numbers and Authorized Signatures for
Person(s) Designated to Give Joint Directions and Confirm Funds Transfer Instructions

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature of at least one Authorized Representative authorizing said funds transfer on behalf of each Party.

1. <u>Kim Thayer</u>	<u>337-257-3298</u>	
2. _____	_____	_____
3. _____	_____	_____

SCHEDULE 2
SCHEDULE OF ESCROW AGENT FEES

EXHIBIT A

JOINT DIRECTION

TO: PNC Bank, National Association
as Escrow Agent
80 S. 8th St., Suite 3715 (IDS Center)
Minneapolis, MN 55402
Attn: [●]

This certificate is issued as of the [●] day of [●], 20[●], pursuant to Section 4 of that certain Escrow Agreement, dated as of April [●], 2024 (the “Escrow Agreement”), by and among Kologik Software, Inc., a Delaware corporation (“Buyer”), Kologik LLC, a Louisiana limited liability company (“Seller”), Kologik Capital, LLC, a Louisiana limited liability company, Kologik Capital II, LLC, a Louisiana limited liability company, Kologik Technologies, LLC, a Delaware limited liability company, and PNC Bank, National Association, a national banking association (“Escrow Agent”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Escrow Agreement.

Buyer and Seller hereby jointly instruct Escrow Agent to pay to [RECIPIENT] an amount equal to \$[●] out of the [Purchase Price Deposit / Adjustment] Escrow Account, by wire transfer to:

[INSERT WIRE INSTRUCTIONS]

Each of the undersigned hereby represents and warrants that it has been authorized to execute this certificate. This certificate may be signed in counterparts.

BUYER:

KOLOGIK SOFTWARE, INC.

By: _____
Name:
Title:

SELLER:

KOLOGIK LLC

By: _____
Name:
Title:

EXHIBIT B
CERTIFICATE OF RELEASE ORDER

TO: PNC Bank, National Association
as Escrow Agent
80 S. 8th St., Suite 3715 (IDS Center)
Minneapolis, MN 55402
Attn: [●]

Pursuant to, and in accordance with, Section 4 of that certain Escrow Agreement, dated as of April [●], 2024 (the “Escrow Agreement”), by and among Kologik Software, Inc., a Delaware corporation (“Buyer”), Kologik LLC, a Louisiana limited liability company (“Seller”), Kologik Capital, LLC, a Louisiana limited liability company, Kologik Capital II, LLC, a Louisiana limited liability company, Kologik Technologies, LLC, a Delaware limited liability company, and PNC Bank, National Association, a national banking association (“Escrow Agent”), the undersigned hereby certifies to Escrow Agent and [Buyer]/[Seller] that:

1. attached is a Release Order pursuant to which Escrow Agent is authorized to promptly disburse \$[●] from the [●] Escrow Account to [*name of applicable recipient*] to [*insert wire instructions*] and Escrow Agent is instructed to comply with such Release Order;
2. the Release Order is final and non-appealable and from a court of competent jurisdiction;
3. Escrow Agent shall be entitled to conclusively rely on the attached Release Order without further investigation; and
4. [Buyer]/[Seller] [are/is] delivering a copy of this Certificate of Release Order simultaneously to [Buyer]/[Seller].

Capitalized terms not defined herein shall have the meanings ascribed to them in the Escrow Agreement.
Dated:

BUYER:

KOLOGIK SOFTWARE, INC.

By: _____
Name:
Title:

SELLER:

KOLOGIK LLC

By: _____
Name:
Title:

Exhibit C

Form Bidding Protections Order

[Please see attached.]

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

	-X	
	:	
In re	:	Chapter 11
	:	
Kologik, LLC, et al., ¹	:	Case No. 24-[●]
	:	
Debtors.	:	(Joint Administration Requested)
	:	

**ORDER (I) APPROVING AND
AUTHORIZING (A) BID PROTECTIONS IN
CONNECTION WITH THE SALE OF CERTAIN ASSETS OF THE
DEBTORS AND (B) FORM AND MANNER OF NOTICE OF THE SALE HEARING,
(II) SCHEDULING THE SALE HEARING, AND (III) GRANTING RELATED RELIEF**

The Court having considered the *Emergency Motion for Entry of an Order (I) Approving the Bid Protections Contained in Asset Purchase Agreement Between the Debtors as Seller and Kologic Software, Inc.*; (II) *Approving the Assumption/Assignment Procedures*; and (III) *Granting Related Relief* [Docket No. ____] (the “Motion”)² filed by Kologik, LLC (“Kologik”) and its affiliated debtors and debtors in possession in the above-captioned cases (the “Debtors”), any responsive pleadings filed in connection with the Motion, the record in the above-captioned cases, and the representations of counsel at the hearing on the Motion held on [April 24], 2024 (the “Hearing”); and the Court having reviewed and considered the First Day Declaration and the Lipton Declaration, the Motion, the APA, all objections to the relief requested in the Motion (if any), and the arguments of counsel made, and the evidence adduced, at the Hearing; and on the record of the Hearing and these Chapter 11 Cases; and all objections and responses to the relief

¹ The debtors and debtors in possession these chapter 11 cases (the “Chapter 11 Cases”), along with the last four digits of their respective Employer Identification Numbers, are as follows: Kologik, LLC (3729); Kologik Capital, LLC (3729); and Kologik Capital II, LLC (3729). The Debtors’ mailing address is: 300 Main St., Ste. #2200, Baton Rouge, LA, 70801.

² Capitalized terms not otherwise defined in this Order shall have the meanings ascribed to them in the Motion.

requested in the Motion having been heard and overruled or resolved on the terms set forth in this Order, and it appearing that due notice of the Motion having been provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders, and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and after due deliberation thereon and in addition to oral reasons given by the Court after the Hearing,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Court has jurisdiction over this matter and over the property of the Debtors and their respective bankruptcy estates pursuant to 28 U.S.C. §§ 157(a) and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(1)(A), (M), (N), and (O). The statutory predicates for the relief sought herein are 11 U.S.C. §§ 105, 363, 364, 365, 503 and Bankruptcy Rule 2002, 6004, 6006, 9008, 9014 and 9019. Venue of these cases and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The relief granted herein is in the best interests of the Debtors, their estates, their stakeholders, and other parties in interest.

C. The notice of the Motion and the Hearing given by the Debtors constitutes due and sufficient notice thereof.

D. The Debtors have articulated good and sufficient reasons for the Court to (i) approve the Break-Up Fee, Expense Reimbursement, and return of the Purchase Price Deposit (collectively, the “Bid Protections”) as provided in that certain Asset Purchase Agreement (the “Asset Purchase Agreement”) dated as of [April 22], 2024, attached hereto as Exhibit A, (ii) approve the form and manner of notice of the Motion, the Sale Hearing, and the assumption and

assignment of Purchased Contracts and Assumed Leases (each as defined in the Asset Purchase Agreement), including the contracts and leases listed on Schedules 1.1(b) and 5.10(b) to the Asset Purchase Agreement, as those schedules may be amended (the “Assigned Agreements”), and (iii) set the date of the Sale Hearing.

E. Any obligations with respect to the Bid Protections (i) shall constitute an allowed super priority administrative expense claim against the Debtors’ estates pursuant to sections 105(a), 364, and 503 of the Bankruptcy Code with priority over any and all administrative expense claims, (ii) shall be deemed actual and necessary costs and expenses of preserving the Debtors’ estates, (iii) are of substantial benefit to the Debtors’ estates, (iv) are reasonable and appropriate, including in light of the size and nature of the transactions contemplated by the Asset Purchase Agreement (the “Transactions”) and the efforts that have been and will be expended by the Purchaser, (v) have been negotiated by the parties and their respective advisors at arm’s-length and in good faith, and (vi) are necessary to ensure that the Purchaser will continue to pursue the proposed Transactions. The Bid Protections are a material inducement for, and condition of, the Purchaser’s entry into the Asset Purchase Agreement. The Purchaser is unwilling to commit to purchase the Purchased Assets under the terms of the Asset Purchase Agreement unless the Purchaser is provided the Bid Protections and such Bid Protections are granted administrative expense status.

F. The Bid Protections are reasonable and appropriate and represent a fair and appropriate method for maximizing the realizable value of the Debtors’ assets.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED.

2. Any objections filed in response to the Motion and the relief granted herein, to the extent not resolved as set forth herein or at the Hearing, are hereby overruled.

3. The Debtors are authorized and directed to pay the Bid Protections in accordance with the terms of the Asset Purchase Agreement, without further order of the Court. The Bid Protections shall constitute an allowed superpriority administrative expense claim against the Debtors' estates pursuant to sections 105(a), 364, and 503 of the Bankruptcy Code with priority over any and all administrative expense claims.

4. The Court shall hold a hearing on [●], 2024 at [●] (Central Time) (the "Sale Hearing") to consider the approval of the Transactions as set forth in the Motion.

5. Any party wishing to submit a proposed alternative Transaction shall in writing notify of such party's intention to: (i) counsel for the Debtors at Kelly Hart Pitre, 301 Main Street Suite 1600, Baton Rouge, LA 7080 Attn: Louis Phillips and Amelia Hurt (louis.phillips@kellyhart.com, amelia.hurt@kellyhart.com); (ii) the Debtors' representatives Paul San Soucie and Kim E. Thayer (PaulS@kologik.com and kthayer@kologik.com); and (iii) the Debtors' sale agent Rock Creek Advisors, LLC (hlipton@rockcreekfa.com) (the "Alternative Transaction Notice Parties") as quickly as possible, but in no event no later than ten (10) calendar days prior to the Objection Deadline (as defined herein). Any such party shall be required to sign a non-disclosure agreement in the form to be provided by the Debtors ("NDA") prior to receiving any information or access to the Debtors' data room (the NDA shall be the same form executed by the proposed Purchaser in connection with the APA). Upon the execution of the NDA by the proposed offeror, the Debtors shall provide a Microsoft Word version of the APA to such party, including all exhibits and schedules. Any proposed alternative Transaction shall be made by submission of a proposed APA in both a "clean" format and a

“redline” format showing any and all changes from the Asset Purchase Agreement contained in the proposed alternative Transaction, and shall be provided to the above Alternative Transaction Notice Parties, by the Objection Deadline.

6. Objections to the Transactions, if any, shall (i) be in writing, (ii) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the Bankruptcy Court, (iii) set forth the name of the objector, (iv) state with particularity the legal and factual bases for such objection, and (v) be filed with the Bankruptcy Court, together with proof of service thereof, and served so as to be actually received by the Court and the following parties (the “Objection Recipients”) **on or before [May 13], 2014 at 4:00 p.m. (Central Time)** (the “Objection Deadline”):

- a. the Debtors, 301 Main Street Suite 2200, Baton Rouge, LA 70801, Attn: Paul San Soucie;
- b. counsel for the Debtors, Kelly Hart Pitre, 301 Main Street Suite 1600, Baton Rouge, LA 7080 Attn: Louis Phillips and Amelia Hurt;
- c. counsel to any statutory committee appointed in these Chapter 11 Cases;
- d. the Office of the United States Trustee for the Middle District of Louisiana (the “U.S. Trustee”), Texaco Center, Suite 2110, 400 Poydras Street, New Orleans, LA 70130, Attn: Christy Bergeron; and
- e. counsel for the Purchaser, Weil, Gotshal & Manges LLP, 700 Louisiana Street, Suite 3700, Houston, Texas 77002, Attn: Gabriel Morgan, Clifford Carlson, and Austin Crabtree.

7. Notice of (a) the Motion, (b) the Objection Deadlines, (c) the Sale Hearing, and (d) the proposed assumption and assignment of the Assigned Agreements to the Purchaser shall be good and sufficient, and no other or further notice shall be required, if given as follows:

a. Notice of Sale and Sale Hearing: Within three (3) business days after entry of this Order, or as soon as reasonable practicable thereafter, the Debtors (or their agents) shall:

i. provide notice, in substantially the form attached hereto as Exhibit B (the “Sale Notice”), of this Order, the Motion, the Objection Deadline, and the Sale Hearing by first-class mail upon (a) all Persons known by the Debtors to have expressed an interest to the Debtors in a transaction with respect to the Purchased Assets or a portion thereof during the past six (6) months; (b) all entities known by the Debtors to have asserted any Lien or interest in the Purchased Assets; (c) all non-debtor parties to the Assigned Agreements; (d) the U.S. Trustee; (e) any statutory committee appointed in these chapter 11 cases and its counsel; (f) any Governmental Body known to have a claim in the Bankruptcy Cases; (g) all other known creditors and equity security holders of the Debtors; (h) all Persons that have requested special notice in the Bankruptcy Cases; and (i) all other Persons as directed by the Court; and

cause the Sale Notice to be published on the website dedicated to the Debtors’ Chapter 11 Cases at <https://www.kellyhart.com/pleadings/pleadings.html> (the “Website”) as soon as practicable after entry of this Order.

ii. The Debtors are further authorized, but not directed, to cause the Sale Notice to be published in *The Wall Street Journal* and *The New York Times*, national editions.

b. Assumption, Assignment and Cure Notice.

i. Within three (3) business days following entry of this Order, or as soon as reasonably practicable thereafter, the Debtors shall file with the Court and serve via first class mail on each counterparty to an Assigned Agreement a notice of assumption, assignment and cure substantially in the form attached hereto as Exhibit C (the “Assumption/Assignment Notice”). The Assumption/Assignment Notice shall include (a) a statement that such contracts have been listed as Assigned Agreements in the Asset Purchase Agreement, (b) the Debtors’ calculation of the amount necessary to cure all monetary defaults (the “Cure Amount”) for each such Assigned Agreement, and (c) contact information for counsel to the Debtors and Purchaser at which counterparties may request information to demonstrate that the Purchaser is able to fulfill all obligations in connection with the Assigned Agreements and to satisfy the requirement of providing adequate assurance of future performance as contemplated by section 365 of the Bankruptcy Code. A list of the Assigned

Agreements, including Cure Amounts with respect thereto, will be posted on the Website and updated as modified. The Debtors, with the consent of the Purchaser, are authorized to supplement the list of Assigned Agreements and provide additional Assumption/Assignment Notices prior to the closing of the Asset Purchase Agreement, and to remove a contract from the list of Assigned Agreements at any time prior to the closing of the Asset Purchase Agreement. Each Assumption/Assignment Notice that identifies a contract or lease that was not previously designated to be assumed and assigned or that reduces the Debtors' calculation of the Cure Amount shall provide a deadline of not less than seven (7) days from the date of service of such Assumption/Assignment Notice by which the counterparty to any such added Assigned Agreement may object to (a) its listing as an Assigned Agreement if the applicable contract was not previously designated to be assumed and assigned; (b) the Debtors' calculation of the Cure Amount for such Assigned Agreement; and (c) adequate assurance of performance if such Assigned Agreement was not previously designated to be assumed and assigned to the Purchaser.

ii. Any counterparty to an Assigned Agreement shall file and serve on the Objection Recipients any objections to (a) the proposed assumption and assignment to the Purchaser (and must state in its objection, with specificity, the legal and factual basis of its objection) and (b) if applicable, the proposed Cure Amount (and must state in its objection, with specificity, what Cure Amount is required with appropriate documentation in support thereof) (any objections to the proposed Cure Amount, a "Cure Objection"), **no later than 4:00 p.m. (Central Time) on [May 13], 2024**. If no objection is timely filed and served, (x) the counterparty to an Assigned Agreement shall be deemed to have consented to the assumption and assignment of the Assigned Agreement to the Purchaser and shall be forever barred from asserting any objection with regard to such assumption and assignment, (y) the Cure Amount set forth in the Assumption/Assignment Notice shall be controlling, notwithstanding anything to the contrary in any Assigned Agreement, or any other document, and the counterparty to the Assigned Agreement shall be deemed to have consented to the Cure Amount and shall be forever barred from asserting any other claims related to such Assigned Agreement against the Debtors or the Purchaser, or the property of any of them, and (z) the Purchaser will be deemed to have provided adequate assurance of future performance for such Assigned Agreement in accordance with section 365(f)(2)(B) of the Bankruptcy Code and the counterparty shall be forever barred from asserting against the Debtors, their estates, and the Purchaser, any additional obligation to provide adequate assurance of future performance.

iii. If a timely Cure Objection is received and such objection cannot otherwise be resolved by the parties, such objection shall be heard at the Sale Hearing or such other hearing scheduled prior to any scheduled closing of the Transactions, except that a Cure Objection may be adjourned by the Debtors until after the closing of the Transactions if the Debtors comply with paragraph 7(b)(iv) of this Order.

iv. If a Cure Objection cannot otherwise be resolved by the parties, the Debtors may assume and assign the applicable Assigned Agreement(s) prior to the resolution of the Cure Objection; provided, that, the Debtors shall reserve cash in an amount sufficient to pay the Cure Costs reasonably asserted by the applicable counterparty (or such lesser amount as may be fixed or estimated by the Court or otherwise agreed to by the counterparty and the Debtors). For the avoidance of doubt, the Debtors shall be responsible for the payment of all Cure Costs.

8. The requirements of Bankruptcy Rule 6006(f)(6) shall not apply to the assumption and assignment of the Assigned Agreements pursuant to the APA, and the Assumption and Assignment Procedures provide each counterparty with adequate notice of the Assumption and Assignment Procedures.

9. Notwithstanding any applicability of Bankruptcy Rules 6004(h) or 9014, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. The Debtors and Purchaser are authorized to take all reasonable steps necessary or appropriate to carry out the relief granted in this Order.

11. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Dated: _____, 2024
Baton Rouge, Louisiana

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

ASSET PURCHASE AGREEMENT

EXHIBIT B

SALE NOTICE

EXHIBIT C

ASSUMPTION/ASSIGNMENT NOTICE

Exhibit D

Form Sale Order

[Please see attached.]

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

	X	
	:	
In re	:	Chapter 11
	:	
Kologik, LLC, et al.,¹	:	Case No. 24-[●]
	:	
Debtors.	:	(Joint Administration Requested)
	:	
	X	

**ORDER AUTHORIZING AND APPROVING (I) SALE OF
DEBTORS’ ASSETS FREE AND CLEAR OF ALL CLAIMS, LIENS,
EMCUMBRANCES AND INTERESTS PURSUANT TO ASSET PURCHASE
AGREEMENT, (II) ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF**

Upon the motion dated April [24], 2024 (the “Motion”),² of Kologik, LLC (“Kologik”) and its affiliated debtors, as debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”), for entry of orders pursuant to sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014 authorizing and approving the following:

- (i) the sale of Purchased Assets of the Debtors;
- (ii) the entry into, performance under and terms and conditions of the Asset Purchase Agreement dated as of April [24], 2024 (collectively with all related agreements, amendments, documents or instruments and all exhibits, schedules and addenda to any of the foregoing, the “APA”), substantially in the form attached hereto as Exhibit A, whereby the Debtors have agreed to sell, and Kologik Software, Inc. (the “Buyer”), has agreed to buy, certain assets of the Debtors (specifically as set forth and defined in the APA, the “Purchased Assets”), free and clear of all Claims and Liens (each as defined below) except where the Debtors have agreed to transfer and

¹ The debtors and debtors in possession these chapter 11 cases (the “Chapter 11 Cases”), along with the last four digits of their respective Employer Identification Numbers, are as follows: Kologik, LLC (); Kologik Capital, LLC (); and Kologik Capital II, LLC (). The Debtors’ mailing address is: 300 Main St., Ste. # 810, Baton Rouge, LA, 70801.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Motion, or, if not defined in the Motion, shall have the meaning ascribed to such terms in the APA (defined below).

the Buyer has expressly agreed to assume certain of the Debtors' liabilities (specifically as set forth and defined in the APA, the "Assumed Liabilities") (collectively, and including all actions taken or required to be taken in connection with the implementation and consummation of the APA, the "Transactions");

(iii) the assumption and assignment to the Buyer of certain executory contracts and unexpired leases of the Debtors designated for assumption and assignment as Purchased Contracts and Assigned Leases (each as defined in the APA) in accordance with this Order and the APA (collectively the "Assigned Agreements"); and

(iv) other related relief;

and the Court having entered an order approving the bidding protections and granting certain related relief [Docket No. [●]] (the "Bidding Protections Order") based on the evidence presented at the hearing held on [●], 2024 (the "Bidding Protections Hearing"); and the Court having conducted a hearing on the Motion on [●], 2024 (the "Sale Hearing"), at which time all interested parties were offered an opportunity to be heard with respect to the Motion, the APA, and the Transactions; and the Court having reviewed and considered the First Day Declaration and the Lipton Declaration (collectively, the "Supporting Declarations"), the Motion, the APA, the Bidding Protections Order, all objections to the relief requested in the Motion (if any), and the arguments of counsel made, and the evidence adduced, at the Bidding Protections Hearing and the Sale Hearing; and on the record of the Bidding Protections Hearing, the Sale Hearing, and these chapter 11 cases; and all objections and responses to the relief requested in the Motion having been heard and overruled or resolved on the terms set forth in this Order, and it appearing that due notice of the Motion, the APA, the Bidding Protections Order, and the Sale Hearing having been provided; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders, and all other parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and

after due deliberation thereon and in addition to oral reasons given by the Court after the Sale Hearing,

IT IS HEREBY FOUND AND DETERMINED THAT:³

Jurisdiction, Venue, and Final Order

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper in this District and in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), 6006(d) and 7062, and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of this Order as set forth herein.

Notice of Transactions, APA, Sale Hearing, and Cure Costs

C. As evidenced by the affidavits of service previously filed with this Court [Docket Nos. [●]], proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the APA, and the Transactions has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, and 9014. The aforementioned notices are good, sufficient, and appropriate under the circumstances and reasonably calculated to reach and apprise all known and unknown holders of Claims and Liens

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See FED. R. BANKR. P. 7052. All findings and conclusions of law announced by the Bankruptcy Court at the Sale Hearing in relation to the Motion are hereby incorporated to the extent not inconsistent herewith.

(as defined in this Order), and no other or further notice of the Motion, the Sale Hearing, the APA, and the Transactions is, or shall be, required for the entry of this Order.

D. A reasonable opportunity to object or to be heard regarding the relief requested in the Motion, the APA, and the Transactions, including, without limitation, the sale of the Purchased Assets to Buyer free and clear of any Claims and Liens, was afforded to all interested persons and entities. To the extent any person or entity did not timely file an objection to the Motion, the APA, or the Transactions by the objection deadline, such person or entity shall be deemed to have consented to the relief granted herein, the APA, and the Transactions, including, but not limited to, the sale of the Purchased Assets to Buyer free and clear of any Claims and Liens.

E. In accordance with the Bidding Protections Order, the Debtors have served a notice (as amended, modified or otherwise supplemented from time to time, the “Assumption/Assignment Notice”) of the potential assumption and assignment of the Assigned Agreements and of the Cure Costs upon each non-Debtor counterparty to an Assigned Agreement. The service and provision of the Assumption/Assignment Notice was good, sufficient, and appropriate under the circumstances and no other or further notice need be given in respect of assumption and assignment of the Assigned Agreements or establishing a Cure Cost for the respective Assigned Agreements. Non-Debtor counterparties to the Assigned Agreements have had an adequate opportunity to object to assumption and assignment of the applicable Assigned Agreements and the Cure Cost set forth in the Assumption/Assignment Notice (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-Debtor counterparty from accepting performance by, or rendering performance to, the Buyer for purposes of section 365(c)(1) of the Bankruptcy Code). The deadline to file an objection to the assumption and assignment to the Buyer of any Assigned

Agreement (an “Assumption/Assignment Objection”) has expired and to the extent any such party timely filed an Assumption/Assignment Objection, all such Assumption/Assignment Objections have been resolved, withdrawn, overruled, or continued to a later hearing by agreement of the parties. To the extent that any such party did not timely file an Assumption/Assignment Objection by the Assumption/Assignment Objection deadline, such party shall be deemed to have consented to (i) the assumption and assignment of the Assigned Agreement, and (ii) the proposed Cure Cost set forth on the Assumption/Assignment Notice.

Sufficiency of Marketing, Fair Market Value, and Business Justification

F. As demonstrated by the Motion and the Supporting Declarations, and the evidence adduced at the Sale Hearing, the Debtors and their professionals adequately marketed the Purchased Assets and conducted a fair and comprehensive sale process. The marketing process was conducted at arm’s-length, without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code and provided a full, fair, and reasonable opportunity for any contacted party to make an offer to purchase the Purchased Assets, and the indications of interests received thereunder show that the Debtors obtained a fair market value for the Purchased Assets under the Transactions, and there was no other transaction available or presented that would have yielded a higher or better value for the Purchased Assets. The marketing process undertaken by the Debtors and their professionals and each of their respective agents and other representatives with respect to the Purchased Assets was adequate and appropriate and reasonably calculated to maximize the value for the benefit of all of the Debtors’ stakeholders in all respects.

G. Pursuant to the Transactions, the Debtors and Buyer have agreed that the Purchase Price for the Purchased Assets shall be (i) \$24 million, plus (ii) the Net Working Capital Adjustment (as defined in the APA), minus (iii) Assumed Indebtedness (as defined in the APA),

which shall be paid by wire transfer of immediately available funds into account(s) designated by the Debtors.

H. The Debtors determined, in a valid and sound exercise of their business judgment and after the robust and extensive marketing process, the Transactions provide a fair market value of the Purchased Assets. The Debtors have demonstrated that (i) the consideration received by the Debtors pursuant to the Transactions represent a fair market value for the Purchased Assets, (ii) the Transactions and the consummation thereof presents the best opportunity to realize the maximum value of the Purchased Assets, and (iii) the Debtors' entry into the APA and consummation of the Transactions are a sound exercise of the Debtors' business judgment.

I. The Debtors have demonstrated that entry into the APA and consummation of the Transactions constitute the Debtors' sound exercise of business judgment, and such acts are in the best interests of the Debtors, their estates, stakeholders, and all parties in interest. The Court finds that the Debtors have articulated good and sufficient business reasons justifying the sale of the Purchased Assets to Buyer pursuant to the terms and conditions set forth in the APA.

J. The Debtors have also demonstrated that it is an exercise of their sound business judgment to assume and assign the Assigned Agreements to Buyer in connection with the consummation of the Transactions, and the assumption and assignment of the Assigned Agreements are in the best interests of the Debtors, their estates, their stakeholders, and other parties in interest. The Assigned Agreements being assigned to Buyer are an integral part of the Purchased Assets under the APA and, accordingly, their assumption and assignment is reasonable and maximizes value for the Debtors' estates.

K. Entry of an order approving the APA and all the provisions thereof is a necessary condition precedent to the Buyer's consummation of the Transactions.

No Fraudulent Transfer

L. The total consideration provided by the Buyer pursuant to the Transactions constitutes at least (i) reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act, and any other applicable law, and the Transactions may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law, and (ii) equivalent value for purposes of La. Civ. Cod Art. 2036, *et seq.* and La. Civ. Code Art. 2044, *et seq.* Further, the Court finds that the Transactions are not being entered into and consummated for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Debtors nor the Buyer has entered into the APA or is consummating the Transactions with any fraudulent or otherwise improper purpose.

Good Faith of Debtors and Buyer

M. The APA and Transactions were negotiated and are undertaken by the Debtors and the Buyer at arm's-length, without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Buyer recognizes that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets (i) prior to the execution of that certain *Letter of Intent*, dated as of March 13, 2024, as extended on April 5, 2024 and April 15, 2024, and (ii) after execution of the APA and the filing of the Bankruptcy Cases until entry of this Order, subject to the restrictions set forth in the Bidding Protections Order.

N. All payments and considerations to be made by the Buyer and other agreements or arrangements entered into by Buyer in connection with the Transactions have been disclosed, and the Buyer has not violated section 363(n) of the Bankruptcy Code by any action or

inaction. As a result of the foregoing, Buyer is a “good faith” buyer within the meaning of section 363(m) of the Bankruptcy Code, and as such, is entitled to all of the protections afforded thereby, including in the event this Order or any portion thereof is reversed or modified on appeal.

O. Neither the Buyer nor any of its affiliates, members, officers, directors, shareholders or any of their respective successors and assigns is an “insider” of any of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

Section 363 of Bankruptcy Code Is Satisfied

P. The Debtors have demonstrated a sufficient basis and compelling circumstances warranting their (i) entry into the APA, (ii) sale of the Purchased Assets, and (iii) assumption and assignment of the Assigned Agreements, and such actions are appropriate exercises of the Debtors’ business judgment and in the best interests of the Debtors, their estates and their creditors.

Q. The APA is a valid and binding contract between the Debtor and the Buyer and shall be enforceable pursuant to its terms. The APA and the Transactions are specifically enforceable against and binding upon, and is not subject to rejection or avoidance by, the Debtors or any chapter 7 or chapter 11 trustee thereof.

R. The Debtors have, to the extent necessary, satisfied the requirements of section 363(b)(1) of the Bankruptcy Code. Accordingly, appointment of a consumer privacy ombudsman pursuant to sections 363(b)(1) or 332 of the Bankruptcy Code is not required with respect to the relief requested in the Motion.

S. The Purchased Assets constitute property of the Debtors’ estates and title thereto is presently vested in the Debtors’ estates within the meaning of section 541(a) of the Bankruptcy Code.

T. The sale of all Purchased Assets to the Buyer under the terms of the APA meets the applicable provisions of section 363(f) of the Bankruptcy Code such that the sale of the Purchased Assets will be free and clear of any and all Claims and Liens, and except as expressly provided in the APA with respect to the Assumed Liabilities, the (i) transfer of the Purchased Assets to the Buyer and (ii) assumption and/or assignment to the Buyer or an Affiliate of the Buyer of the Assigned Agreements and Assumed Liabilities will be free and clear of all Claims and Liens and will not subject the Buyer or any of the Buyer's assets to any liability for any Claims or Liens whatsoever (including, without limitation, under any theory of equitable law, antitrust, setoff, recoupment, or successor or transferee liability). All holders of Claims or Liens who did not object, or withdrew their objections to the Transactions, are deemed to have consented to the Transactions pursuant to section 363(f)(2) of the Bankruptcy Code, and all holders of Claims or Liens are adequately protected—thus satisfying section 363(e) of the Bankruptcy Code—by having their Claims or Liens, if any, attach to the proceeds of the Transactions ultimately attributable to the property against or in which they assert a Claim or Lien or other specifically dedicated funds, in the same order of priority and with the same validity, force and effect that such Claim or Lien holder had prior to the Transactions, subject to any rights, claims and defenses of the Debtors or their estates, as applicable, or as otherwise provided herein; *provided, however*, that setoff and recoupment rights will be extinguished to the extent there is no longer mutuality after the consummation of the Transactions.

U. The Buyer would not have entered into the APA and would not consummate the sale of all Purchased Assets—thus adversely affecting the Debtors, their estates, creditors, employees and other parties in interest—if the sale of the Purchased Assets was not free and clear of all Claims and Liens or if the Buyer would, or in the future could, be liable for any Claims or

Liens, including, without limitation and as applicable, certain liabilities that expressly are not assumed by the Buyer as set forth in the APA or in this Order. The Court finds that the Buyer will not consummate the Transactions unless the APA specifically provides, and this Court specifically orders, that none of the Buyer, its assets or the Purchased Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff, recoupment, or otherwise, directly or indirectly, any (i) Claim or Lien or (ii) any successor or transferee liability for any of the Debtors other than the Assumed Liabilities. A sale of the Purchased Assets other than one free and clear of all Claims and Liens (each as defined below) would yield substantially less value for the Debtors' estates, with less certainty, than the sale contemplated by the APA.

V. The transfer of the Purchased Assets to the Buyer under the APA will be a legal, valid, and effective transfer of all of the legal, equitable, and beneficial right, title, and interest in and to the Purchased Assets free and clear of all Claims and Liens. The Debtors may sell their interests in the Purchased Assets free and clear of all Claims and Liens because, in each case, one or more of the standards set forth in section 363(f) of the Bankruptcy Code has been satisfied. The transfer of the Purchased Assets to the Buyer will vest the Buyer with good and marketable title to the Purchased Assets.

W. The Buyer is not a successor to the Debtors or their respective estates by reason of any theory of law or equity and the Buyer shall not assume or in any way be responsible for any liability or obligation of any of the Debtors or their respective estates, except as otherwise expressly provided in the APA or this Sale Order. The Buyer is not a continuation of the Debtors or their respective estates and there is no continuity between the Buyer and the Debtors. The Buyer is not holding itself out to the public as a continuation of the Debtors or their respective

estates and the Transactions do not amount to a consolidation, merger or *de facto* merger of the Buyer and the Debtors.

X. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications and (ii) compelling circumstances for consummation of the Transactions pursuant to section 363(b) of the Bankruptcy Code prior to, and outside of, a plan of reorganization in that, among other things, absent immediate consummation of the Transactions, the value of the Debtors' assets will be harmed. To maximize the value of the Purchased Assets, it is essential that the Transactions occur within the timeframe set forth in the APA. Time is of the essence in consummating the Transactions. There is no legal or equitable reason to delay the Transactions. The Transactions must be approved and consummated promptly in order to preserve the value of the Debtors' assets.

Y. The sale and assignment of the Purchased Assets outside of a plan of reorganization pursuant to the APA neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a plan for the Debtors. Neither the APA nor the transactions contemplated thereby constitute a *sub rosa* chapter 11 plan.

Assumption and Assignment of Assigned Agreements

Z. The assumption and assignment of the Assigned Agreements (as such Assigned Agreements may be amended, supplemented or otherwise modified prior to assumption and assignment without further order of the Court with the consent of the Debtors, the contract counterparty, and the Buyer) that are designated for assumption and assignment pursuant to the terms of this Order and the APA are integral to the APA, are in the best interests of the Debtors and their respective estates, creditors, and other parties in interest, and represent the reasonable exercise of sound and prudent business judgment by the Debtors.

AA. The Debtors have met all requirements of section 365(b) of the Bankruptcy Code for each of the Assigned Agreements. The Debtors have (a) cured and/or provided adequate assurance of cure of any default existing prior to the Closing under all of the Assigned Agreements, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (b) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default prior to the Closing under any of the Assigned Agreements, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. Each of the Assigned Agreements is assigned to the Buyer free and clear of any Claims or Liens against the Buyer.

BB. The Buyer has demonstrated adequate assurance of its future performance under the relevant Assigned Agreements within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Assigned Agreements to be assumed and assigned under the APA shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Buyer notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer. No section of any Assigned Agreement which purports to prohibit, restrict, or condition the use, consideration or assignment of any such Assigned Agreement in connection with the Transactions shall have any force or effect.

CC. No defaults exist in the Debtors' performance under the Assigned Agreements as of the date of this Order other than the failure to pay amounts equal to the Cure Costs or defaults that are not required to be cured as contemplated in section 365(b)(1)(A) of the Bankruptcy Code.

THEREFORE, IT IS HEREBY ORDERED THAT:

General Provisions

1. The Motion is granted in its entirety and approved in all respects.
2. All objections to the Motion or the relief requested therein, if any, that have not been withdrawn, waived, or resolved pursuant to this Order, and all reservations of rights included therein, are hereby overruled on the merits with prejudice. All persons and entities that failed to timely object thereto, including, without limitation, all non-Debtor parties to the Assigned Agreements, are hereby deemed to consent to the relief granted herein.

Approval of APA

3. The APA, all of the terms and conditions thereof, and all of the Transactions contemplated therein are approved in all respects, and the Debtors are authorized and directed to perform thereunder. The failure specifically to include any particular provision of the APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court to authorize and approve the APA in its entirety. The transfer of the Purchased Assets by the Debtors to the Buyer shall be a legal, valid, and effective transfer of the Purchased Assets. The consummation of the Transactions is hereby approved and authorized under section 363(b) of the Bankruptcy Code.

4. The Debtors and Buyer, as applicable, are authorized to (a) take any and all actions necessary or appropriate to perform, consummate, implement, and close the Transactions, including the sale to the Buyer of all Purchased Assets, in accordance with the terms and conditions set forth in the APA and this Order, including without limitation executing, acknowledging, and delivering such deeds, assignments, conveyances and other assurance, documents and instruments of transfer and taking any action for purposes of assigning, transferring, granting, conveying, and

confirming to the Buyer, or reducing to possession, any or all of the Purchased Assets; and (b) assume and assign any and all Assigned Agreements. The Debtors are further authorized and directed to pay, without further order of this Court, whether before, at or after the Closing, any expenses or costs that are required to be paid in order to consummate the Transactions or perform their obligations under the APA.

5. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with, or which would be inconsistent with, the ability of the Debtors to transfer the Purchased Assets to the Buyer in accordance with the APA and this Order.

**Sale and Transfer Free and Clear
of All Claims, Liens, Encumbrances, and Interests**

6. Except as otherwise expressly provided in the APA and the terms of this Order with respect to Assumed Liabilities, the Purchased Assets shall be sold free and clear of all claims, Liens, liabilities, interests, rights, and encumbrances, including, without limitation, the following: all interests, mortgages, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income or other exercise of any attributes of ownership), voting agreements, voting trusts, proxy agreements, hypothecations, charges, indentures, loan agreements, instruments, leases, subleases, capital leases, encroachments, licenses, burdens, options, privileges, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, easements, rights of way, covenants, pledges, judgments, demands, rights of first refusal, defects in title, consent rights, offsets, contract rights, rights of setoff, recoupment rights, rights of recovery, reimbursement rights, contribution claims, indemnity rights, subrogation rights, exoneration rights, product liability claims, alter-ego claims, environmental rights and claims (including, without limitation, toxic tort claims), labor rights and

claims, employment rights and claims, pension rights and claims, equitable rights and claims, tax claims, regulatory violations by any governmental entity, decrees of any court or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, demands, guaranties, option rights or claims, rights, contractual or other commitment rights and claims, rights of licensees or sublicensees under section 365(n) of the Bankruptcy Code or any similar statute, claims arising under common law, adverse claims of any kind, and all other matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of this Bankruptcy Case (but, for the avoidance of doubt, in each case arising from the ownership of the Purchased Assets or the operation of the Business prior to the Closing Date), and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law, or doctrine of successor liability or related theories (all of the foregoing collectively being referred to in this Order as “Claims” and, as used in this Order, the term Claims includes, without limitation, any and all “claims” as that term is defined and used in the Bankruptcy Code, including section 101(5) thereof), with all such Claims to attach to the proceeds of the Transactions to be received by the Debtors with the same validity, force, priority and effect which they now have as against the Purchased Assets and subject to any claims and defenses the Debtors or other parties may possess with respect thereto; *provided, however*, that setoff and recoupment rights will be extinguished to the extent there is no longer mutuality after the consummation of the Transactions. As used in this Order, the term “Liens” includes, without

limitation, any contractual, statutory, constitutional, or equitable lien on real and personal property and any and all “liens” as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof.

7. At Closing, all of the Debtors’ right, title and interest in and to, and possession of, the Purchased Assets shall be vested immediately in the Buyer pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code free and clear of any and all Claims and Liens except for Assumed Liabilities. Such transfer shall constitute a legal, valid, binding, and effective transfer of such Purchased Assets.

8. This Order (a) shall be effective as a determination that, as of the Closing, (i) no Claims or Liens (other than Assumed Liabilities) can be asserted against the Buyer or any of its assets (including the Purchased Assets), (ii) the Purchased Assets shall have been transferred to the Buyer free and clear of all Claims and Liens, and (iii) the conveyances described herein have been effected; and (b) is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA. The Purchased Assets are sold free and clear of any reclamation rights.

9. Except as otherwise expressly provided in the APA with respect to the Assumed Liabilities, all persons and entities (and their respective successors and assigns), including, but not limited to, all debt security holders, equity security holders, affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding Claims or Liens arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Assets, the ownership, sale, or operation of the Purchased Assets and the Business prior to Closing, or the transfer of the Purchased Assets to the Buyer, are hereby forever barred, estopped, and permanently enjoined from asserting such Claims and Liens against the Buyer, its successors or assigns, their property, or the Purchased Assets. Following the Closing, no holder of any Claim or Lien shall interfere with the Buyer's title to or use and enjoyment of the Purchased Assets based on or related to any such Claim or Lien, or based on any action the Debtors may take in their Chapter 11 cases.

10. If any person or entity that has filed financing statements, mortgages, mechanic's Claims or Liens, *lis pendens* or other documents or agreements evidencing Claims or Liens against or in the Purchased Assets shall not have delivered to the Debtors prior to the Closing of the Transactions, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims and Liens that the person or entity has with respect to the Purchased Assets or otherwise, then only with regard to the Purchased Assets that are purchased by the Buyer pursuant to the APA and this Order (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Assets; (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all

Claims and Liens against the Buyer and the applicable Purchased Assets; and (c) the Buyer may seek in this Court or any other court of competent jurisdiction to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all Claims and Liens with respect to the Purchased Assets other than Assumed Liabilities. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and assignment of the Purchased Assets free and clear of Claims and Liens shall be self-executing, and none of the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

11. To the maximum extent permitted under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the Closing Date.

12. No governmental unit may revoke, terminate, limit, modify, suspend, or fail or refuse to renew any permit or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the Transactions.

13. All persons and entities in possession of some or all of the Purchased Assets as of or after the Closing Date are directed to surrender possession of such Purchased Assets to the Buyer or its designees on the Closing Date or at such time thereafter as the Buyer may request.

No Successor or Transferee Liability

14. The Buyer shall not be deemed, as a result of any action taken in connection with the APA, the consummation of the Transactions contemplated by the APA, or the transfer or operation of the Purchased Assets to (a) be a legal successor, or otherwise be deemed a successor to the Debtors (other than, for the Buyer, with respect to any obligations as an assignee under the Assigned Agreements arising after the Closing); (b) have, *de facto* or otherwise, merged with or into the Debtors; or (c) be an alter ego or a mere continuation or substantial continuation of the Debtors including, without limitation, within the meaning of any foreign, federal, state, or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), WARN (defined below), CERCLA (defined below), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, *et seq.* (the “NLRA”), environmental liabilities, debts, claims, or obligations arising from conditions first existing on or prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including, without limitation, under CERCLA, any liabilities, debts, or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, labor, employment, or other law, rule, or regulation (including without limitation filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtors’ liability under such law, rule or regulation or doctrine.

15. Other than as expressly set forth in the APA with respect to Assumed Liabilities, the Buyer shall not have any responsibility for (a) any liability or other obligation of

the Debtors or related to the Purchased Assets; (b) any remaining Claims against the Debtors or any of their predecessors or affiliates; or (c) any Claims or Liens asserted against the Debtors' assets or related to the Purchased Assets. The Buyer shall have no liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations (as described herein, "Successor or Transferee Liability") based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor or transferee liability, *de facto* merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Purchased Assets prior to the Closing. The Buyer shall have no liability or obligation under the WARN Act (29 U.S.C. §§ 2101 *et seq.*) ("WARN") or the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), or any foreign, federal, state, or local labor, employment, or environmental law whether of similar import or otherwise by virtue of the Buyer's purchase of the Purchased Assets or assumption of the Assumed Liabilities by the Buyer or an Affiliate of the Buyer.

16. Nothing in this Order or the APA shall require the Buyer to (a) continue or maintain in effect, or assume any liability in respect of any employee, collective bargaining agreement, pension, welfare, fringe benefit or any other benefit plan, trust arrangement, or other agreements to which the Debtors are a party or have any responsibility therefor including, without limitation, medical, welfare, and pension benefits payable after retirement or other termination of employment; or (b) assume any responsibility as a fiduciary, plan sponsor or otherwise, for making

any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement, or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement, or agreement.

17. Effective upon the Closing, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Buyer, or its assets (including the Purchased Assets), with respect to any (a) Claim or Lien or (b) Successor or Transferee Liability, including, without limitation, the following actions with respect to clauses (a) and (b): (i) commencing or continuing any action or other proceeding pending or threatened; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any lien, claim, interest, or encumbrance; (iv) asserting any setoff, right of subrogation, or recoupment of any kind; (v) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect hereof; or (vi) revoking, terminating, limiting, modifying, or failing or refusing to renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with such assets.

Good Faith of Buyer

18. The Transactions contemplated by the APA are undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the sale shall not affect the validity of any of the Transactions (including the assumption and assignment of the Assigned Agreements), unless such authorization and

consummation of the sale are duly and properly stayed pending such appeal. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

19. Neither the Debtors nor the Buyer have engaged in any collusion with other persons or parties or any other action or inaction that would cause or permit the Transactions to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code. The consideration provided by the Buyer for the Purchased Assets under the APA is fair and reasonable and is not less than the value of such assets and the Transactions may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law.

20. The Buyer is not an “insider” as that term is defined in section 101(31) of the Bankruptcy Code.

Assumption and Assignment of Assigned Agreements

21. The Debtors are authorized and directed to assume and assign each of the Assigned Agreements upon the Closing of the Transactions, free and clear of all Claims and Liens. The payment of the applicable Cure Costs by the Debtors shall (a) effect a cure of all defaults existing thereunder as of the Closing Date; (b) compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from such default; and (c) together with the assumption of the Assigned Agreements by the Debtors and the assignment of the Assigned Agreements to the Buyer, constitute adequate assurance of future performance thereof.

22. Any provisions in any Assigned Agreement that prohibit or condition the assignment of such Assigned Agreement or allow the counterparty to such Assigned Agreement to terminate, recapture, impose any penalty, condition on renewal, or extension, or modify any term or condition upon the assignment of such Assigned Agreement, constitute unenforceable anti-

assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of the Assigned Agreements have been satisfied. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title, and interest of the Debtors under the Assigned Agreements, and such Assigned Agreements shall remain in full force and effect for the benefit of the Buyer. Each non-Debtor counterparty to the Assigned Agreements shall be forever barred, estopped, and permanently enjoined from (a) asserting against the Debtors or the Buyer or their respective property any assignment fee, acceleration, default, breach or claim or pecuniary loss, or condition to assignment existing, arising, or accruing as of the Closing Date or arising by reason of the Closing, including any breach related to or arising out of change-in-control in such Assigned Agreements, or any purported written or oral modification to the Assigned Agreements; and (b) asserting against the Buyer (or its property, including the Purchased Assets) any claim, counterclaim, defense, breach, condition, setoff asserted or capable of being asserted against the Debtors existing as of the Closing Date or arising by reason of the Closing except for the Assumed Liabilities.

23. Upon the Closing and payment of the relevant Cure Costs, the Buyer shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Agreements and the Debtors shall be released, pursuant to section 365(k) of the Bankruptcy Code, from any liability under the Assigned Agreements. There shall be no assignment fees, increases or any other fees charged to the Buyer or the Debtors as a result of the assumption and assignment of the Assigned Agreements.

24. All defaults or other obligations of the Debtors under the Assigned Agreements arising or accruing prior to the Closing Date (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured upon payment of the Cure Costs and the Buyer shall have no liability or obligation arising or accruing under the Assigned Agreements on or prior to the Closing Date, except as otherwise expressly set forth in the APA. Each non-Debtor counterparty to an Assigned Agreement is forever barred, estopped, and permanently enjoined from asserting against the Buyer or its property (including, without limitation, the Purchased Assets) any default existing as of the date of the Sale Hearing, or any counterclaim, defense, setoff, recoupment, or other claim asserted or capable of being asserted against the Debtors. Other than the Assigned Agreements, the Buyer assumed none of the Debtors' other contracts or leases and shall have no liability whatsoever thereunder.

25. The assignment of each of the Assigned Agreements is made in good faith under sections 363(b) and (m) of the Bankruptcy Code.

Other Provisions

26. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the transactions authorized herein, including, without limitation, the APA and the Transactions.

27. The requirements set forth in Bankruptcy Rules 6003(b), 6004, and 6006 have been satisfied or otherwise deemed waived.

28. The Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to take any actions necessary or appropriate to carry out the terms of this Order, the APA, and the Transactions or to enforce any of its remedies

under this Order, the APA, or any other sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is modified to the extent necessary to implement the preceding sentence, *provided, however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

29. This Order is binding upon and inures to the benefit of any successors and assigns of the Debtors or the Buyer, including any trustee appointed in any subsequent case of the Debtors under chapter 7 of the Bankruptcy Code.

30. The provisions of this Order and the APA are non-severable and mutually dependent.

31. The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates or the rights of the Holders of Claims or Liens with respect to the proceeds of the Sale received by the Debtors.

32. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transactions. This Court retains jurisdiction to compel delivery of the Purchased Assets, to protect the Buyer and its assets, including the Purchased Assets, against any Claims, Liens, and Successor and Transferee Liability and to enter orders, as appropriate, pursuant to sections 105(a),

363, or 365 (or other applicable provisions) of the Bankruptcy Code necessary to transfer the Purchased Assets and the Assigned Agreements to the Buyer.

33. As provided by Bankruptcy Rules 7062 and 9014, the terms and conditions of this Order shall be effective immediately upon entry and shall not be subject to the stay provisions contained in Bankruptcy Rules 6004(h) and 6006(d). Time is of the essence in closing the sale and the Debtors and the Buyer intend to close the sale as soon as possible. Therefore, any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay or risk their appeal being foreclosed as moot.

34. This Order and the APA shall be binding in all respects upon all creditors of (whether known or unknown), and holders of equity interests in, any Debtor, any holders of Claims or Liens in, against or on all or any portion of the Purchased Assets, all non-Debtor counterparties to the Assigned Agreements, all successors and assigns of the Buyer, the Debtors and their affiliates and subsidiaries and any subsequent trustees appointed in these chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code, and shall not be subject to rejection. Nothing contained in any chapter 11 plan confirmed in these chapter 11 cases, any order confirming any such chapter 11 plan or any order approving wind-down or dismissal of these chapter 11 cases or any subsequent chapter 7 cases shall conflict with or derogate from the provisions of the APA or this Order, and to the extent of any conflict or derogation between this Order or the APA and such future plan or order, the terms of this Order and the APA shall control.

35. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

36. To the extent any provisions of this Order conflict with, or are otherwise inconsistent with, the terms and conditions of the APA or the Bidding Protections Order, this Order shall govern and control.

Dated: [●], 2024
Baton Rouge, Louisiana

UNITED STATES BANKRUPTCY JUDGE

Exhibit A

APA

Schedule 1.1(a)

Excluded Contracts

1. The Rock Creek Agreement.
2. Any Contract between Seller and a member of its board of managers.
3. Each insurance policy or Contract set forth on Schedule 5.9.
4. Settlement Agreement, dated December 1, 2020, by and among Kologik, Victor F. Trahan, and the other parties thereto.
5. The COO Employment Agreement and any other Contract between Seller and an Employee.
6. Each Seller Plan.
7. The Salamander Agreement.
8. Any Contract related to Indebtedness.

Schedule 1.1(b)

Purchased Contracts

1. Other than as set forth on Schedule 1.1(a), all Contracts between Seller and its vendors, including the following Contracts:

Vendor Contract	Estimated Assignment Amount
Baton Rouge Lease	\$0
Mandeville Lease	\$0
Hubspot Terms	\$0
MAXIO Agreement	\$0
NLets Agreement	\$0
3Cloud Agreement and 3Cloud SOW	\$0
ADP Agreement	\$0
CyberTech Agreement	\$0
PandaDoc Data Agreement and MSA	\$0
Synnex Terms and Microsoft Rider	\$0
Microsoft Agreement	\$0
Microsoft Enterprise Agreement	\$0
TEKSystems Agreement	\$0
Crimer Agreement	\$0
Making Sense Agreement	\$0
Sparc Agreement	\$0
Kroll Agreement, Kroll SOW, and Kroll ISSA	\$0

2. All Contracts between Seller and its customers, including any Contract between Seller and the customers set forth on the attached schedule.

Schedule 1.1(b)

Purchased Contracts – Customers

[See attached.]

Company name	Product	Street Address	Street Address 2	City	State/Region	Postal Code	Primary Contact First Name	Primary Contact Last Name	Primary Contact Job Title
Belcheron Police Department (MA)	Campus Safe	70 State Street		Belcheron	MA	01007	Christopher		
Belcheron Public Schools (MA)	Campus Safe	14 Main Street		Belcheron	MA	01007	Jason		
Hampden Police Department (MA)	Campus Safe	100 Allen Street		Hampden	MA	01036			
Hamden-Wilbraham Regional School Dist	COPync Texas	488 Stony Hill Rd		Wilbraham	MA	01095	David	Roers	Maintenance Coordinator
Wilbraham Police Department (MA)	COPync Texas	2780 Bolton Road		Wilbraham	MA	01095			
Merrimac Police Department (MA)	Campus Safe	16 East Main Street		Merrimac	MA	01860			
Town of Merrimac (MA)	Campus Safe	2 School Street		Merrimac	MA	01860			
North Reading Police Department (MA)	Campus Safe	150 Park Street		North Reading	MA	01864			
North Reading Public Schools (MA)	COPync Texas	189 Park Street		North Reading	MA	01864			
Sutton Police Department (NH)	COPync Texas	1 North Road		N Sutton	NH	03260			
Kearse Regional School District (NH)	Campus Safe	457 North Road		Sutton	NH	03260			
GCOM Software LLC (NY)	FAA	24 Madison Avenue EXT		Albany	NY	12203	Attn: Legal		
Stokes County Sheriff's Office (NC)	ALLEN SIMS (Search)	1012 Main St	PO Box 20	Danbury	NC	27016			
North State Company Police (NC)	ALLEN RMS	7990 North Point Blvd	Suite 120	Winston Salem	NC	27106			
Siler City Police Department (NC)	ALLEN SIMS (Search)	PO Box 769		Siler City	NC	27344	Mike	Wagner	Chief of Law Enforcement
NCD & GS Forest Service (NC)	ALLEN SIMS (Search)	2411 Old US 70 W		Clayton	NC	27520	Glenn	Colev	Chief of Law Enforcement
North Carolina Port Authority (NC)	ALLEN SIMS (Search)	P.O. Box 9002		Wilmington	NC	9401	Dennis Wooten		
Colleton County Sheriff's Office (SC)	ALLEN SIMS (Search)	394 Mable T Willis Blvd		Walterboro	SC	29488			
Briancliffe Acres Police Department (SC)	ALLEN SIMS (Search)	121 N Quile Beach		Myrtle Beach	SC	29572			
Dacula Marshalls Office (GA)	ALLEN RMS; ALLEN SIMS (Search)	PO Box 400		Dacula	GA	30019			
Bulloch County Correctional Institute (GA)	ALLEN SIMS (Search)	17301 US HWY 301 NORTH		Statesboro	GA	30458			
Twin City Police Department (GA)	ALLEN SIMS (Search)	112 South Railroad Avenue		Twin City	GA	30471			
Cordelle Judicial Circuit (GA)	ALLEN SIMS (Search)	P.O. Box 5510		Cordelle	GA	31010			
City of Dublin (Police) (GA)	ALLEN RMS	100 South Church Street		Dublin	GA	31021			
Oconee Judicial Circuit (GA)	ALLEN SIMS (Search)	P.O. Box 1027		Eastman	GA	31023			
Marine Corps Police Department (GA)	ALLEN SIMS (Search)	814 Radford Blvd		Albany	GA	31704			
Leesburg Police Department (GA)	ALLEN RMS; ALLEN SIMS (Search)	P.O. Box 890		Leesburg	GA	31763			
Richland Police Department (GA)	ALLEN RMS; ALLEN SIMS (Search)	360 Broad Street		Richland	GA	31825			
Florida Department of Law Enforcement (FL)	FAA	2331 Phillips Rd		Tallahassee	FL	32308			
Calhoun County Sheriff's Office (FL)	CAD; COPync; Data Migration; A-Form	# 20776 Central Ave E		Blountstown	FL	32424	Glenn	Kimbrel	Sheriff
Miami-Dade County (FL)	ALLEN RMS	111 NW 1 St, 26th Floor		Miami	FL	33128			
24th Judicial Police Department (TN)	ALLEN RMS	1008 Civic Cl		Pleasant View	TN	37146			
Pleasant View District Drug Task Force (TN)	RMS; ALLEN SIMS (Search); COP	24th Judicial District Drug & Violent Crime Task Force 4170 Highway 641 South		Camden	TN	38320	Timothy Meggs	Crabb	Director
Blue Mountain Police Department (MS)	ALLEN RMS; ALLEN SIMS (Search)	110 West Main St		Blue Mountain	MS	38610	John		
Byhalia Police Department (MS)	ALLEN CAD; ALLEN RMS; ALLEN SI	161 Hwy 309 South		Byhalia	MS	38611			
Myrtle Police Department (MS)	ALLEN SIMS (Search)	P.O. Box 127		Myrtle	MS	38660			
Sardis Police Department (MS)	ALLEN RMS	619 East Lee Street		Sardis	MS	38666			
Tunica County Sheriff's Office (MS)	ALLEN SIMS (Search)	PO Box 25		Tunica	MS	38676			
Ecoru Police Department (MS)	ALLEN SIMS (Search)	176 Main Street		Ecoru	MS	38841	Matthew Stringer		
Fulton Police Department (MS)	ALLEN RMS	213 W Wood Street		Fulton	MS	38843			
Sherman Police Department (MS)	ALLEN RMS; ALLEN SIMS (Search)	PO Box 397		Sherman	MS	38869	Joel Soellino		Chief
Rankin County Sheriff's Department (MS)	COPync Texas	221 North Timber Street		Brandon	MS	39042			
Flora Police Department (MS)	ALLEN RMS; ALLEN SIMS (Search)	P.O. Box 219		Flora	MS	39071	Sean	Echols	Asst. Chief
Madison Police Department (MS)	COPync Texas	2001 Main Street	PO Box 2489	Madison	MS	39110	Gene Waldrop		Chief of Police
Puckett Police Department (MS)	ALLEN SIMS (Search)	P.O. Box 130		Puckett	MS	39151			
Hinds County Sheriff's Office (MS)	COPync Texas	407 E Pascoula St		Jackson	MS	39201			
Jackson Police Department (MS)	CAD; COPync; JMS; Mobile CAD	327 E. Pascoula Street		Jackson	MS	39205	Vincent	Grizzell	Deputy Chief
Menden Police Department (MS)	COPync Texas	510 22nd Ave South		Meridian	MS	39301			
Columbia Police Department (MS)	ALLEN SIMS (Search)	201 Second Street		Columbia	MS	39429			
Petal School Police Department (MS)	ALLEN RMS	115 East Central Avenue		Petal	MS	39465			
Picayune Police Department (MS)	COPync Texas	328 S Main St		Picayune	MS	39466	Joe	Quave	Chief
Jessamine County Animal Care and Control	ALLEN CAD; ALLEN SIMS (Search)	120 Fairmont Way		Nicholasville	KY	40358			
Rosebud Police Department (MO)	RMS	307 N. Cedar Street		Rosebud	MO	63091	Lynde Martels		Chief
The Keeffe Group (MO)	Integrations	10880 Ln Pace Place		St. Louis	MO	63132			
Menard County Sheriff's Office (MO)	CAD; RMS; JMS	802 E Main St		Princeton	MO	64673			
Gasconade County Sheriff's Office (MO)	RMS; COPync	119 East First Street	Room #22	Hermann	MO	65041			
Ector County Attorney - Environmental (TX)	COPync Texas	1010 East 8th St		Odessa	TX	68761			
St. Bernard Parish Sheriff's Office (LA)	COPync Texas	2 Courthouse Square		Chattmette	LA	70044			
Gretna Police Department (LA)	COPync Lite	200 5th Street		Gretna	LA	70053			
Kenner Police Department (LA)	COPync Lite	500 Veterans Blvd		Kenner	LA	70062			
Union Pacific Railroad Police (LA)	COPync Lite	5245 River Road		Avondale	LA	70094			
Westwego Police Department (LA)	COPync Lite	401 N Fourth St		Westwego	LA	70094			
Orleans Parish District Attorney's Office (LA)	COPync Lite	1346 Airline St	Room 160	New Orleans	LA	70112			
Tulane University Police Department (LA)	COPync Lite	8333 Maple St.		New Orleans	LA	70118			
Orleans Parish District Attorney's Office (LA)	COPync Lite	619 South White Street		New Orleans	LA	70119			
Houma Authority of New Orleans (LA)	COPync Lite	4100 Touro St		New Orleans	LA	70122			
US Marshals Service Eastern District (LA)	COPync Lite	500 Poydras St.	Rm 1033 HFBF	New Orleans	LA	70130			
US Border Patrol (LA)	COPync Lite	423 Canal Street	STE 409	New Orleans	LA	70130			
Louisiana State Department of Diplomacy	COPync Lite	426 Orleans	#426	New Orleans	LA	70130			
University of New Orleans Police Department	CAD; RMS; COPync Lite	2000 Lakeshore Drive		New Orleans	LA	70148			
Lafourche Parish Sheriff's Office (LA)	COPync Lite	PO Box 5608		Thibodaux	LA	70302			
Berwick Police Department (LA)	COPync Lite	3223 3rd Street		Berwick	LA	70342			
Ascension Parish Sheriff's Office - Donaldson	COPync Lite	300 Houmas St	PO Box 268	Donaldsonville	LA	70346			
Houma Police Department (LA)	COPync Lite	500 Honduras Street		Houma	LA	70360			
Patterson Police Department (LA)	COPync Lite	PO Box 367		Patterson	LA	70392			
Hammond Police Department (LA)	CAD; Data Migration; COPync; J	120 S Oak St.		Hammond	LA	70401	Bobbie	O'Brien	Chief
Independence Police Department (LA)	COPync Lite	PO Box 687	269 E Railroad Ave	Independence	LA	70433			
Covington Police Department (LA)	COPync Lite	600 N. Columbia St.	PO Box 1059	Columbia	LA	70434			
Washington Parish Sheriff's Office (LA)	COPync Lite	1002 Main St.	PO Box 677	Franklinton	LA	70438			
Franklinton Police Department (LA)	COPync Lite	409 11th Ave		Franklinton	LA	70438			
St. Helena Sheriff's Office (LA)	COPync Lite	PO Box 1205		Greenburg	LA	70441			
Kentwood Police Department (LA)	COPync Lite	308 Avenue G		Kentwood	LA	70444			
U.S. Fish & Wildlife Service Office of Law	COPync Lite	61387 Hwy. 434		Lacombe	LA	70445			
Tidwell Police Department (LA)	COPync Lite	14453 2nd St	PO Box 308	Tidwell	LA	70446			
Madisonville Police Department (LA)	COPync Lite	400 Cedar St.		Madisonville	LA	70447	Bry	Lavrisson	Chief
Ponchartroula Police Department (LA)	CAD; JMS; RMS; COPync	125 West Hickory		Ponchartroula	LA	70454			
Lafayette City Prosecutor (LA)	COPync Lite	2109 Jefferson St		Lafayette	LA	70501			
Lafayette Marshalls Office (LA)	COPync Lite	105 E Convent St.		Lafayette	LA	70501			
Lafayette Police Department (LA)	COPync Lite	900 East University Avenue		Lafayette	LA	70503			
Vernion Parish #11 Communications Distri	CAD; ANALI	100 North State Street		Abbeville	LA	70510			
Vernion Parish Sheriff's Office (LA)	CAD; RMS; JMS; COPync	PO Box 307		Abbeville	LA	70511	Michael	Couillon	Sheriff
Henderson Police Department (LA)	COPync Lite	1007 Amy Street		Henderson	LA	70517			
Crowley Police Department (LA)	RMS	426 N Ave F	PO Box 436	Crowley	LA	70528	Troy	Hebert	Chief
Acadia Parish Sheriff's Office (LA)	RMS	PO Box 289		Crowley	LA	70527	KP	Gibson	Sheriff
Duon Police Department (LA)	COPync Lite	488 Tobr Moudon Rd	Attn: Karen	Duon	LA	70529			
Ennis City Marshalls Office (LA)	COPync Lite	PO Box 1516		Ennis	LA	70535			
Jeanerette Marshalls Office (LA)	COPync Lite	1437 Main St		Jeanerette	LA	70544			
Jennings Police Department (LA)	COPync Lite; CAD; RMS; JMS	1110 N Broadway St.	PO Box 1249	Jennings	LA	70546	Lynn	Klump	
Leonville Police Department (LA)	COPync Lite	3722 Hwy 31		Leonville	LA	70551			
Manou Police Department (LA)	COPync Lite	501 Main Street		Manou	LA	70554			
Saint Landry Parish Sheriff's Office (LA)	COPync Lite	1592 E. Prudhomme Street		Opelousas	LA	70570			
Opelousas Police Department (LA)	COPync Lite	318 N. Court Street	PO Box 1757	Opelousas	LA	70570			
Pine Prairie Police Department (LA)	COPync Lite	1006 Edwin Elliott Dr.		Pine Prairie	LA	70576	Joshua	Uhlman	
Sunset Police Department (LA)	COPync Texas	139 Castille Street		Sunset	LA	70584			
Turkey Creek Police Department (LA)	COPync Lite	7711 US Highway 167 North		Turkey Creek	LA	70585			
Ville Platte Marshalls Office (LA)	COPync Lite	114 Ammand St.		Ville Platte	LA	70586	Nicole	Snoddy	Marshal
Wish Police Department (LA)	COPync Lite	PO Box 786		Wish	LA	70591	Marcus Crochet		Chief
Lake Charles Police Department (LA)	COPync Lite	630 Enterprise Blvd	PO Box 1564	Lake Charles	LA	70601			
Lake Charles City Marshal (LA)	COPync Lite	118 W Mill Street		Lake Charles	LA	70601			
The Port of Lake Charles Police Office (LA)	COPync Lite	P.O. Box 3753		Lake Charles	LA	70602	Edwin Manint		Assistant Director of Security
McNees State University Police Department	COPync Lite	PO Box 62305		Lake Charles	LA	70609			
Calcasieu Parish Sheriff's Office (LA)	COPync Lite	5400 E. Broad St.	Attn: Adrian Quintela	Lake Charles	LA	70615			
Cameron Parish Sheriff's Office (LA)	COPync Lite	119 Smith Circle		Lake Charles	LA	70631			
Beauregard Parish Comm District (LA)	CAD; Integrations	410 Bolivar Bypass Dr		DeRidder	LA	70634	Missy	Beatty	Director
Beauregard Parish Sheriff's Office (LA)	COPync Lite	120 S Stewart Street		DeRidder	LA	70634			
Allen Parish Sheriff's Office (LA)	P.O. Box 278	1201 Homidge St	PO Box 700	Vinton	LA	70655			
Vinton Police Department (LA)	COPync Lite	1201 Homidge St		Vinton	LA	70668			
Westlake Police Department (LA)	CAD; RMS; COPync; COPync	701 Johnson St		Westlake	LA	70669	Christopher	Wilwe	Chief
Adia Police Department (LA)	RMS; COPync Lite	PO Box 122		Adia	LA	70710	Richard Alton	Anderson	Chief
Albany Village Police Department (LA)	COPync Lite	29980 Mulberry St		Albany	LA	70711			
Baker Police Department (LA)	COPync Lite	1320 Alabama Street		Baker	LA	70714			
Brusly Police Department (LA)	COPync Lite	PO Box 750		Brusly	LA	70719			
East Feliciana Sheriff's Office (LA)	COPync Lite	PO Box 207		Clinton	LA	70722			
Port Vincent Police Department (LA)	COPync Lite; Setup; Installation	18235 LA Hwy 15		Port Vincent	LA	70726	Wavlon Stafford		Chief of Police
French Settlement Police Department (LA)	COPync Lite	PO Box 13		French Settlement	LA	70723			
Gonzales Police Department (LA)	COPync Lite	415 E Cornerview St.		Gonzales	LA	70737			
Livonia Police Department (LA)	COPync Lite	307 PO Box	PO Box 129	Livonia	LA	70765			
West Baton Rouge Sheriff's Office (LA)	COPync Lite; RMS; JMS	850 8th St		Port Allen	LA	70767	Mike	Cazes	Sheriff
Port Allen Police Department (LA)	COPync Lite	375 Court ST.		Port Allen	LA	70775			
West Feliciana Parish Sheriff's Office (LA)	COPync Lite	PO Box 1267		St. Francisville	LA	70775			
23th Judicial District Attorney Office (LA)	COPync Lite	P.O. Box 1247		St. Francisville	LA	70775			
St. Gabriel Police Department (LA)	COPync Lite	PO Box 537		St. Gabriel	LA	70776			
Elwyn Hout Correctional Center (LA)	COPync Lite	8925 LA-74 St	PO Box 217	Gabriel	LA	70776			
Walker Police Department (LA)	COPync Lite	13170 Bureess Avenue		Walker	LA	70785			
US Marshals (LA)	COPync Lite	777 Florida St. #548		Baton Rouge	LA	70801			
Baton Rouge Police Department (LA)	COPync Lite	604 Mayflower Street Bldg 9		Baton Rouge	LA	70802	Brock	Bunch	Serocant
Louisiana Department of Justice (LA)	COPync Lite	1885 N 3rd Street		Baton Rouge	LA	70802			
East Baton Rouge District Attorney's Office	COPync Lite	222 St. Louis St	#550	Baton Rouge	LA	70802			
Baton Rouge Constable (LA)	COPync Lite	223 St. Louis St.		Baton Rouge	LA	70802			
LSU Police Department (LA)	COPync Lite	204 Thomas Bond Hall		Baton Rouge	LA	70803			
Louisiana State Police (LA)	COPync Lite	7919 Independence Blvd.		Baton Rouge	LA	70806			
Louisiana State Fire Marshal (LA)	COPync Lite	8181 Independence Blvd.	Suite 300	Baton Rouge	LA	70806			
New Orleans ATF - William Tondel (LA)	COPync Lite	5757 Corporate Boulevard		Baton Rouge	LA	70808			
Baton Rouge Alcohol, Tobacco, and Firearm	COPync Lite	5757 Corporate Boulevard	Suite 300	Baton Rouge	LA	70808			
Secret Service (LA)	COPync Lite	2600 Cit Place Ctr	Suite 425	Baton Rouge	LA	70808			
Baton Rouge Alcoholic Beverage Control (LA)	COPync Lite	9045 Airline Hwy		Baton Rouge	LA	70815			
Louisiana Department of Public Safety (LA)	COPync Lite; CCH	PO Box 3888		Baton Rouge	LA	70821			
Bienville Parish Sheriff's Office (LA)	COPync Lite	PO Box 328		Arcaida	LA	71001			
Benton Police Department (LA)	COPync Lite	102 6th Street		Benton	LA	71006			
Coushatta Police Department (LA)	COPync Lite	1211 E. Canal St.		Elton	LA	71019			
Houphat Police Department (LA)	COPync Lite	120 West McKenry Ave	PO Box 877	Houphat	LA	71037			
Webster Parish Sheriff's Office (LA)	RMS; JMS; CAD	410 Main Street		Minden	LA	71058	Jason	Parker	Sheriff
Minden Police Department (LA)	CAD; CSS; Citation Integration; C	520 Broadway St	PO Box 128	Minden	LA	71058	Jared Molver		Chief of Police
Sibley Police Department (LA)	RMS; COPync Lite	345 North Main St		Sibley	LA	71073	Jeremy Robinson		
Springsville Police Department (LA)	COPync Lite	25 Clinic St		Minden					

Richard Parish Sheriff's Office (LA)	CO-Psyc Lite	708 Julia Street	Suite 113	Raville	LA	71269			
Ruston Police Department (LA)	CO-Psyc Lite	PO Box 2069		Ruston	LA	71273			
Lincoln Parish Sheriff's Office (LA)	CO-Psyc Lite	PO Box 153		Ruston	LA	71273			
Tallulah Police Department (LA)	CO-Psyc Lite: Setup, Installation	500 E Green St		Tallulah	LA	71282	Buster	McCoy	Chief of Police
Franklin Parish Sheriff's Office (LA)	CO-Psyc Lite	6556 Main St		Winnabro	LA	71295			
Village of Pioneer Police Department (LA)	CO-Psyc Lite	PO Box 153		Pioneer	LA	71298			
Roades Parish Sheriff's Office (LA)	CO-Psyc Lite	PO Box 1510		Alexandria	LA	71309		Ray	Hamilton
Cheneyville Police Department (LA)	CO-Psyc Lite	201 Darlene St		Cheneyville	LA	71325			Chief
Catahoula Parish Sheriff's Office (LA)	CO-Psyc Lite	PO Box 655		Harrisburg	LA	71340			
Hessmer Police Department (LA)	CO-Psyc Lite	4142 Bordelon St		Hessmer	LA	71341			
La Salle Parish Sheriff's Office (LA)	CO-Psyc Lite	PO BOX 70		Jena	LA	71342	Sherry		Chief Civil Deputy
Lecomte Police Department (LA)	CO-Psyc Lite	1305 Wall St		Lecomte	LA	71346	Ross		Chief
Tunica-Blois Tribal Police Department (LA)	CO-Psyc Lite	PO Box 1589		Marksville	LA	71351			
Marksville Police Department (LA)	CO-Psyc Lite	422 North Main Street		Marksville	LA	71351			
Pineville Police Department (LA)	CO-Psyc Lite	910 Main St		Pineville	LA	71360			
Tensas Parish Sheriff's Office (LA)	CO-Psyc Lite	212 Hancock St	Ste B	St. Joseph	LA	71366			
Concordia Parish Sheriff's Office (LA)	CO-Psyc Lite	4001 Carter Street	Room 7	Viola	LA	71373			
Wagner Police Department (LA)	CO-Psyc Lite	5641 Natchez		Wagner	LA	71378	William	Beach	Chief
Anacoco Police Department (LA)	CO-Psyc Lite	PO Box 280		Anacoco	LA	71403			
Bell Police Department (LA)	CO-Psyc Lite	100 Municipal Lane		Bell	LA	71405			
Grant Parish Sheriff's Office (LA)	CO-Psyc Lite	PO Box 187		Colfax	LA	71417			
Caldwell Parish Sheriff's Office (LA)	CO-Psyc Lite	PO Box 60		Columbia	LA	71418			
Dry Prong Police Department (LA)	CO-Psyc Lite: Setup, Installation	PO Box 268		Dry Prong	LA	71423	Rodney Solliman		Chief of Police
Forest Hill Police Department (LA)	CO-Psyc Lite	4300 Fall Hill		Forest Hill	LA	71430	Janine	Rayburn	Clerk
Georgetown Police Department (LA)	CO-Psyc Lite	PO Box 1122		Georgetown	LA	71432			
Glenmora Police Department (LA)	CO-Psyc Lite	PO Box 265		Glenmora	LA	71433	William Hicks		
Grayson Police Department (LA)	CO-Psyc Lite	5228 Highway 126		East Grayson	LA	71435			
Vernon Parish Sheriff's Office (LA)	CO-Psyc Lite	PO Box 649		Leeville	LA	71446			
Sabine Parish Sheriff's Office (LA)	CO-Psyc Lite	400 South Capital Street		Many	LA	71449	Brad		Chief Deputy
Many Police Department (LA)	CO-Psyc Lite	965 San Antonio Ave		Many	LA	71449	Cheryl Woolver		Chief of Police
Natchitoches Police Department (LA)	CO-Psyc Lite	400 Amulet Street	PO Box 928	Natchitoches	LA	71457			
Natchitoches Parish Sheriff's Office (LA)	CO-Psyc Lite	200 Church St #210	PO Box 286	Natchitoches	LA	71457			
Olla Police Department (LA)	CO-Psyc Lite	PO Box 903		Olla	LA	71465			
Pollock Police Department (LA)	CO-Psyc Lite	PO Box 189		Pollock	LA	71467			
City of Provencal Marshall's Office (LA)	CO-Psyc Lite	1989 LA-117		Provencal	LA	71468			
United States Forest Service - LA Office (LA)	CO-Psyc Lite	229 Dogwood Park		Provencal	LA	71468			
Tullos Police Department (LA)	CO-Psyc Lite	125 Main Street		Tullos	LA	71479	Scott	Cockerman	Chief
Woodworth Police Department (LA)	CO-Psyc Lite	PO Box 228		Woodworth	LA	71485			
Northwestern State University Police Department (TX)	CO-Psyc Lite	315 Cascardi St	PO Box 5322	Natchitoches	LA	71497	Dale	Marlin	Director of Purchasing
Celina ISD Police Department (TX)	CO-Psyc Texas	205 S Colorado		Celina	TX	75009		Chief Bobby	Chief
Graveson College Police Department (TX)	CO-Psyc Texas: NIBRS Module	6101 Glenwood Drive		Graveson	TX	75020	Sereacant Clavton	Wilder	Chief Danrv
Gunter Police Department (TX)	CO-Psyc Texas	105 N 4th St	PO Box 349	Gunter	TX	75058			Chief
Pottabro Municipal Court (TX)	Citation Integration	411 Franklin Ave	PO Box 1089	Pottabro	TX	75076			
Pottabro Police Department (TX)	CO-Psyc Texas: NIBRS Module	411 Franklin Ave	PO Box 1089	Pottabro	TX	75076			
Grayson County Sheriff's Office (TX)	CO-Psyc Texas	200 South Crockett		Sherman	TX	75090			
Carton ISD Police Department (TX)	CO-Psyc Texas: Setup, Installatio	1115 S. Buffalo		Carton	TX	75103	Tiffany	Hall	Chief
Carton Municipal Court (TX)	Citation Integration: WARRANT	555 Hwy W		Carton	TX	75103			
Carton Police Department (TX)	CAD: CO-Psyc Texas: NIBRS Mo	PO Box 231		Carton	TX	75103	Brad Allison		Chief
Navarro International Academy Department	CO-Psyc Texas: Onsite Training	1114 West FM 1382	Hopkins Bldg., Ste 100	Cedar Hill	TX	75104	Matthew	Antkowiak	Chief
Navarro County Constable Precinct 4 (TX)	CO-Psyc Texas: Admin TLETS S	300 W. 3rd Ave		Corisiana	TX	75110			
Navarro County Constable Precinct 3 (TX)	CO-Psyc Texas: Setup, Installatio	300 W. 3rd Ave		Corisiana	TX	75110			
Navarro County Constable Precinct 2 (TX)	Admin TLETS Support: CO-Psyc	300 W 3rd And Ar		Corisiana	TX	75110			
Edgewood ISD Police Department (Van Zan	CO-Psyc Texas: NIBRS Module	804 E. Pine St		Edgewood	TX	75117	Chief Jason	Groom	Chief
Edgewood Police Department (TX)	CO-Psyc Texas: NIBRS Module	207 NE Front St	PO Box 377	Edgewood	TX	75117	David	Hammans	Chief
Garrett Municipal Court (TX)	Citation Integration: CO-Psyc	288 N Ferris		Garrett	TX	75119			
Alma Municipal Court (TX)	CO-Psyc Texas	104 Interurban Road		Alma	TX	75119	Marv	Brad	
Alma Police Department (TX)	CO-Psyc Texas: NIBRS Module	104 Interurban Road		Alma	TX	75119			
Garret Police Department (TX)	CO-Psyc Texas: NIBRS Module	208 N Ferris St		Garrett	TX	75119			
Ennis ISD Police Department (TX)	CO-Psyc Texas: NIBRS Module	2301 Enson Rd		Ennis	TX	75119			
Eustace Municipal Court (TX)	Citation Integration	107 Edna St		Eustace	TX	75124			
Eustace Police Department (TX)	Setup, Installation & Remote Trai	PO Box 579		Eustace	TX	75124	Dan	Huckabee	Chief of Police
Caddo Mills Municipal Court (TX)	Citation Integration	PO Box 490		Caddo Mills	TX	75135			
Grand Saline Municipal Court (TX)	Citation Integration	132 Grand Saline		Grand Saline	TX	75140			
Grand Saline Police Department (TX)	CO-Psyc Texas: NIBRS Module	113 N Green St		Grand Saline	TX	75140			
Van Zandt County Constable Precinct 1 (TX)	CO-Psyc Texas	212 W. Garland	PO Box 189	Grand Saline	TX	75140			
Tool Municipal Court (TX)	Citation Integration	701 N Tool Dr.		Tool	TX	75143			
Kemp ISD Police Department (TX)	Admin TLETS Support: CO-Psyc	905 S Main		Kemp	TX	75143			
Tool Police Department (TX)	CAD: CO-Psyc Texas	701 N Tool Dr	PO Box 160	Tool	TX	75143			
Kerens Municipal Court (TX)	Citation Integration	200 S. Colket Avenue	P.O. Box 160	Kerens	TX	75144	Rov	Ivev	Chief
Kerens Police Department (TX)	CO-Psyc Texas: NIBRS Module	814 W. Pleasant Run Rd		Lancaster	TX	75146			
Lancaster ISD Police Department (TX)	CAD, NIBRS Module: RMS, CO-P	1387 Alamo Rd		Lancaster	TX	75147			
Mabank ISD Police Department (TX)	Citation Integration	14387 Alamo Rd		Loq Cabin	TX	75148	Alisa	Corn	City Treasurer
Loq Cabin Municipal Court (TX)	Additional Licenses: CO-Psyc Te	14387 Alamo Rd		Loq Cabin	TX	75148			
Malakoff Municipal Court (TX)	Citation Integration	15241 Barron Road		Malakoff	TX	75148	Chief Charles	Gregory	Chief
Caney City Police Department (TX)	CO-Psyc Texas: Citation Integrati	15241 Barron Road		Caney City	TX	75148	Sam	Gregory	Chief
Caney City Municipal Court (TX)	Citation Integration	15241 Barron Road	PO Box 1177	Caney City	TX	75148	Josiah	Chief Lloyd	Chief
Malakoff Police Department (TX)	CO-Psyc Texas	PO Box 1177		Malakoff	TX	75148			
Palmer Police Department (TX)	NIBRS Module: RMS: CO-Psyc T	114 W. Jefferson		Palmer	TX	75152	John	Dziele	Chief of Police
Payne Springs Municipal Court (TX)	Citation Integration	19601 CR 2529		Payne Springs	TX	75156			
Payne Springs Police Department (TX)	CO-Psyc Texas: Setup, Installatio	19601 CR 2529		Payne Springs	TX	75156			
Scurry-Rosser ISD Police Department (TX)	CO-Psyc Texas	8321 TX 34		Scurry	TX	75158	Justin	Jordan	Sgt
Southwestern Christian College Police Depa	Additional Licenses: CO-Psyc Te	200 Bowser		Terrell	TX	75160	Yolanda	Coats	Chief of Police
Terrell ISD Police Department (TX)	CO-Psyc Texas: NIBRS Module	700 North Catherine		Terrell	TX	75160			
City of Oak Ridge Police Department (Kauff	CO-Psyc Texas: NIBRS Module	8450 N State Hwy 34		Terrell	TX	75161	Bill	Weathery	Chief
Trinidad Police Department (TX)	CO-Psyc Texas: NIBRS Module	212 Park St		Trinidad	TX	75163		Chief Brian	Chief
Ellis County Constable Precinct 1 (TX)	CO-Psyc Texas	101 W. 3rd Ave	Suite 100B	Waxahachie	TX	75165		Constable Curtis	
Ellis County Constable Precinct 2 (TX)	CO-Psyc Texas	701 S IH 35E		Waxahachie	TX	75165		Casew	
Wills Point Municipal Court (TX)	COURTsys	307 N. 4th Street		Wills Point	TX	75169	Honorable Maria	Chief Tomgins	Chief
Wills Point ISD Police Department (TX)	CO-Psyc Texas: NIBRS Module	338 W. North Commerce		Wills Point	TX	75169		Chief Timothy	
Wills Point Police Department (TX)	CO-Psyc Texas: NIBRS Module	120 N. 5TH ST	P.O. Box 505	Wills Point	TX	75169		Aaron	
Cockrell Hill Municipal Court (TX)	Citation Integration	4125 W. Clarendon Dr		Dallas	TX	75211			
Cockrell Hill Fire Marshal's Office (TX)	CO-Psyc Texas: NIBRS Module	4125 W. Clarendon Drive		Dallas	TX	75211			
Alba-Golden ISD (TX)	Campus Safe	Hwy 69 N		Alba	TX	75410	Mr. Dwayne	Ed	
Bells Municipal Court (TX)	Citation Integration	PO Box 95		Bells	TX	75414	Kim	Reynolds	Chief
Bells Police Department (TX)	CO-Psyc Texas: NIBRS Module	203 South Broadway Street		Bells	TX	75414			
Rivercrest ISD Police Department (TX)	Admin TLETS Support: Setup, Ins	4100 US Highway 271 S		Boatata	TX	75417			
Boatata Police Department (TX)	CO-Psyc Texas: NIBRS Module	103 Clarkville Street		Boatata	TX	75417			
Farran County Sheriff's Office (TX)	CO-Psyc Texas	2375 Side Road		Bonham	TX	75418			
Celeste Municipal Court (TX)	Citation Integration	PO Box 399		Celeste	TX	75423			
Celeste Police Department (TX)	CO-Psyc Texas	201 N. Hwy 69	PO Box 399	Celeste	TX	75423			
Clarksville Police Department (TX)	CO-Psyc Texas: NIBRS Module	800 W. Main St		Commerce	TX	75428	Tommy	Chief of Police	
Commerce ISD Police Department (TX)	CO-Psyc Texas: NIBRS Module	604 Culver Street		Commerce	TX	75428			
Cumby Municipal Court (TX)	Citation Integration	100 E Main Street	PO Box 349	Cumby	TX	75433	Quannah	Chief Jeffery	Chief
Cumby Police Department (TX)	CO-Psyc Texas: NIBRS Module	100 E Main Street		Cumby	TX	75433			
Enzor Police Department (TX)	CO-Psyc Texas: NIBRS Module	206 N. Main St.		Enzor	TX	75439			
Rains County Constable (TX)	CO-Psyc Texas: Setup, Installatio	140 W. Cushman		Emory	TX	75440	Allen	Chief David	Constable
Rains County Justice of the Peace Court	Citation Integration	167 E. Cushman	PO Box 156	Emory	TX	75440	Judge Paul	Foley	
Emory Municipal Court (TX)	Citation Integration	PO Box 100		Emory	TX	75440			
Rains ISD Police Department (TX)	CO-Psyc Texas	1759 W. US Highway 69	P.O. Box 247	Emory	TX	75440		La Jo	
Rains County Sheriff's Office (TX)	CO-Psyc Texas: NIBRS Module	313 North Street	PO Box 398	Emory	TX	75440			
Emory ISD Police Department (TX)	CO-Psyc Texas	119 West North Street		Emory	TX	75440			
Brand ISD Police Department (TX)	Setup, Installation & Remote Trai	8164 FM 2154		Meritt	TX	75442	Matt	Chief Gardner	Chief
Farmersville ISD Police Department (TX)	CO-Psyc Texas	499 Texas 78		Farmersville	TX	75442	Steve	Wade	Chief of Police
Honey Grove Police Department (TX)	CO-Psyc Texas: NIBRS Module	633 6th St #1		Honey Grove	TX	75446		Chief Leigh	Chief
Ladonia Municipal Court (TX)	Citation Integration	PO Box 14		Ladonia	TX	75449			
Leonard ISD Police Department (TX)	Admin TLETS Support: CO-Psyc	1 Tiger Alley		Leonard	TX	75452	Chief Howard	Brian	Chief
Leonard Municipal Court (TX)	Citation Integration	PO Box 1270	PO Box 1270	Leonard	TX	75452			
Leonard Police Department (TX)	CO-Psyc Texas: NIBRS Module	105 S Main St.		Leonard	TX	75452			
Lone Oak ISD Police Department (TX)	CO-Psyc Texas	8162 Hwy 69 S		Lone Oak	TX	75453	Casew	Northcutt	Chief
Lone Oak Municipal Court (TX)	Citation Integration	PO Box 127	PO Box 127	Lone Oak	TX	75453		Chief Joseph	Chief
Lone Oak Police Department (TX)	CO-Psyc Texas	115 Town Square		Lone Oak	TX	75453		Chief Elliott	Chief
Harts Bluff ISD Police Department (TX)	CO-Psyc Texas	3506 FM 1402	PO BOX 1117	Mount Pleasant	TX	75455	Tracy	Chief Ronnie	Chief
Mount Pleasant ISD Police Department (TX)	CO-Psyc Texas: NIBRS Module	2230 N Edwards		Mount Pleasant	TX	75456		Chief Max	Chief
Mount Vernon ISD Police Department (TX)	CO-Psyc Texas	601 Highway 37 South		Mount Vernon	TX	75457			
Point Municipal Court (TX)	Citation Integration	365 N Locust St		Point	TX	75472	Tasha	Carl	
Point Police Department (TX)	CO-Psyc Texas: NIBRS Module	320 Locust		Point	TX	75472			
East Tawakoni Police Department (TX)	CO-Psyc Texas: NIBRS Module	288 Broad Blvd.		East Tawakoni	TX	75472			
West Tawakoni Municipal Court (TX)	Citation Integration	1533 E Hwy 276		West Tawakoni	TX	75474	John	Alderson	
Quintan ISD Police Department (TX)	CO-Psyc Texas: NIBRS Module	PO Box 2740		Quintan	TX	75474			
Quintan ISD Police Department (TX)	CO-Psyc Texas	401 East Richmond Avenue		Quintan	TX	75474	Chief Steve	Walden	Chief
West Tawakoni Police Department (TX)	CO-Psyc Texas	1533 E S.H. 276		West Tawakoni	TX	75474			
Quintan Police Department (TX)	CO-Psyc Texas	104 E Main St	PO Box 2740	Quintan	TX	75474		Johnny	Chief
Savoy Police Department (TX)	CO-Psyc Texas: NIBRS Module	405 East Hayes St.		Savoy	TX	75479		Robert	
Tom Bean Municipal Court (TX)	Citation Integration	201 S Britton St.	PO Box 659	Tom Bean	TX	75489		Chief Tim	Chief
Tom Bean Police Department (TX)	CO-Psyc Texas: NIBRS Module	PO Box 659		Tom Bean	TX	75489			
Whitewright Municipal Court (TX)	Citation Integration	PO Box 516		Whitewright	TX	75491			
Whitewright Police Department (TX)	CO-Psyc Texas: NIBRS Module	PO Box 966		Whitewright	TX	75491			
Wood County Constable Precinct 4 (TX)	CO-Psyc Texas: NIBRS Module	1001 East Coke Road	PO Box 933	Winnabro	TX	75494	Constable Chase	James Glover	Constable
Winnabro ISD (TX)	Campus Safe	207 E Pine S		Winnabro	TX	75494			
Winnabro Municipal Court (TX)	Citation Integration	501 S Main		Winnabro	TX	75494			
Winnabro ISD Police Department (TX)	CO-Psyc Texas	207 E. Pine Street		Winnabro	TX	75494		Chief Jody	Chief
Winnabro Police Department (TX)	CO-Psyc Texas: NIBRS Module	501 S Main St		Winnabro	TX	75494			
Wolfe City Municipal Court (TX)	Citation Integration	101 West Main St	PO Box 106	Wolfe City	TX	75496		Matthew	
Wolfe City Police Department (TX)	CO-Psyc Texas: NIBRS Module	101 W. Main St.		Wolfe City	TX	75496			
Avery ISD Police Department (TX)	CO-Psyc Texas: Setup, Installatio	150 San Antonio St		Avery	TX	75544			
DeKalb ISD Police Department (TX)	Admin TLETS Support: CO-Psyc	101 Madele St		DeKalb	TX	75559	Chief Chris	Atkinson	Chief
De Kalb Police Department (TX)	CO-Psyc Texas: NIBRS Module	106 SE Grizzly Drive		DeKalb	TX	75559		Chief Eric	Chief
Linden Police Department (TX)	CO-Psyc Texas: NIBRS Module	102 North Taylor		Linden	TX				

Huachuca Police Department (TX)	CO'sync Texas: NIBRS Module	603 East 1st Street	PO Box 805	Huachuca Police Department (TX)	75666				
Jefferson Municipal Court (TX)	Citation Integration	102 N Polk St		Jefferson	75667	Chris		Randy	
Jefferson ISD Police Department (TX)	CO'sync Texas: NIBRS Module	1500 Martin Luther King Drive		Jefferson	75667			Huntington	Chief
Jefferson Police Department (TX)	CO'sync Texas: NIBRS Module	102 N. Polk		Jefferson	75667			Chief Dale	Chief
Lone Star Municipal Court (TX)	Citation Integration	PO Box 1503		Lone Star	75668			Stephen	
Lone Star Police Department (TX)	Citation Integration	101 Jefferson Street	PO Box 218	Lone Star	75668				
Mount Enterprise Municipal Court (TX)	Citation Integration	103 W. Greco St		Mount Enterprise	75681		Marshall Jon		
Mount Enterprise Municipal Office (TX)	CO'sync Texas: NIBRS Module	103 West Greco Street		Mount Enterprise	75681			Randolph	
New London Municipal Court (TX)	Citation Integration	180 Phillips St		New London	75682				
West Rusk GCSD Police Department (TX)	Additional Licenses: CO'sync Tex	10705 S. Main		New London	75682				
New London Police Department (TX)	CO'sync Texas: Setup, Installatio	PO Box 428		Overtown	75682				
Ore City Municipal Court (TX)	Citation Integration	302 East Main	PO Box 327	Ore City	75683				
Ore City Police Department (TX)	CO'sync Texas: CCS: NIBRS Mo	302 E Main St		Ore City	75683	Tony		Brasher	Chief
Tatum ISD Police Department (TX)	CO'sync Texas	420 Hill St		Tatum	75691				
Tyler ISD Police Department (TX)	CO'sync Texas	2800 Walton Road		Tyler	75701	Danny		Brown	Chief
Smith County Constable Precinct 2 (TX)	CO'sync Texas: Additional Licens	15405 Highway 155 South		Tyler	75702	Don		Bel	ClO
Smith County Constable Precinct 1 (TX)	CO'sync Texas	308 Ferguson		Tyler	75702	Curis		Harris	Constable Post-1
Smith County Information Technology (TX)	CO'sync Texas: Citation Integrati	200 E. Ferguson		Tyler	75702	Don			Chief Information Officer
Smith County Sheriff's Office (TX)	CO'sync Texas	227 N Sorino Ave		Aro	75750	Daina		Winters	
Chapel Hill ISD Police Department (TX)	Setup, Installation & Remote Trai	11134 County Road 2249		Aro	75750			Joe	
Aro Municipal Court (TX)	Citation Integration	P O Drawer 68		Aro	75750				
Arp Police Department (TX)	CO'sync Texas: NIBRS Module	109 W. Longview Street	PO Box 499	Ben Wheeler	75754				
Van Zandt County Constable Precinct 4 (TX)	CO'sync Texas	1548 FM 279		Big Sandy	75755			David	
Big Sandy Police Department (TX)	CO'sync Texas: NIBRS Module	PO Box 176		Big Sandy	75755			Carver	
Brownboro Municipal Court (TX)	Citation Integration	11351 Willow	PO Box 303	Brownboro	75756	Susan		Chief Danav	Chief
Brownboro Police Department (TX)	CO'sync Texas: NIBRS Module	11351 Willow		Brownboro	75756			Chief Jason	Chief
Brownboro ISD Police Department (TX)	CO'sync Texas: NIBRS Module	14134 State Hwy 131 E		Bullard	75757				
Bullard Municipal Court (TX)	Citation Integration	PO Box 107		Bullard	75757	Chief Ray		Logan	Chief
Bullard ISD Police Department (TX)	CO'sync Texas: NIBRS Module	1420 South Houston Street		Bullard	75757	Jeff		Bravo	
Bullard Police Department (TX)	CO'sync Texas: NIBRS Module	114 S Phillips St		Bullard	75757	Ashley		Lozano	
Cuney Municipal Court (TX)	Citation Integration	9551 US Hwy 175		Cuney	75759	Chief John Jay		Bivens	Chief
Coffey City Police Department (TX)	CO'sync Texas: Citation Integrati	7019 Pleasant Ridge Rd		Funkston	75763	Honorable Shellen		Shelton	Chief
Coffey City Municipal Court (TX)	WARRANTsync: Citation Integrati	7019 Pleasant Ridge Rd		Coffey City	75763	John			
Cuney Police Department (TX)	CO'sync Texas	PO Box 155		Cuney	75765	Constable John		McQueen	Constable
Hawkins Municipal Court (TX)	Citation Integration	200 Beaulah St		Hawkins	75766			Chief Bill	Chief
Wood County Constable Precinct 3 (TX)	CO'sync Texas: NIBRS Module	117 E Blackbourn Street		Hawkins	75766			Chief Manfred	Chief
Jackwoodville ISD Police Department (TX)	CO'sync Texas	436 SE Loop 456		Jackwoodville	75766			McClenny	
Cherokee County Constable Precinct 5 (TX)	CO'sync Texas: NIBRS Module	207 S. Jackson	201 E. 6th St.	Jackwoodville	75766			Chief Joe	Chief
Hawkins Police Department (TX)	CO'sync Texas: NIBRS Module	212 Beaulah St	PO Box 329	Hawkins	75767	Jeff			
Smith County Constable Precinct 5 (TX)	CO'sync Texas	2616 S Main St	PO Box 609	Lindale	75771				
Lindale ISD (TX)	Campus Safe	505 Pierce St		Lindale	75771				
Lindale ISD Police Department (TX)	CO'sync Texas	505 Pierce St		Lindale	75771				
Mincoola Police Department (TX)	CO'sync Texas	300 Greenville Hwy	PO Box 179	Mincoola	75773			x	
Mincoola Municipal Court (TX)	Citation Integration	716 Greenville Hwy	PO Box 325	Mincoola	75773			Chief Cody	Chief
Wood County Constable Precinct 2 (TX)	CO'sync Texas: NIBRS Module	1000 W. Loop 564		Mincoola	75773	Jane		Barrow	
New Summerfield Municipal Court (TX)	Citation Integration	PO Box 38		New Summerfield	75780			Chief Fred	
New Summerfield Police Department (TX)	CO'sync Texas	13280 Hwy 110		New Summerfield	75780	Lauren		Maynard	Chief
Quilman Municipal Court (TX)	Citation Integration	PO Box 1655	PO Box 307	Quilman	75783	Kelly		Core	
Wood County Sheriff's Office (TX)	CO'sync Texas: NIBRS Module	402 S. Stechen		Quilman	75783				
Wood County Fire Marshal (TX)	CO'sync Texas	100 South Main	PO Box 638	Quilman	75783				
Quilman Police Department (TX)	CO'sync Texas: NIBRS Module	401 S. Main St	PO Box 1655	Quilman	75783				
Smith County Constable Precinct 3 (TX)	CO'sync Texas	313 E. Court St	PO Box 373	Trou	75789	Jim		Blackmon	
Van Municipal Court (TX)	Citation Integration	113 W. Main St	PO Box 487	Van	75790				
Van Police Department (TX)	CO'sync Texas: NIBRS Module	189 South Maple Street		Van	75790			John	
Van ISD Police Department (TX)	CO'sync Texas: NIBRS Module	885 N. Maple Street		Van	75790			Thomas	
Smith County Constable Precinct 4 (TX)	CO'sync Texas	14152 Hwy 155 N	P.O. Box 318	Winona	75792	Josh		Joelin	Constable Post-4
Westwood ISD Police Department (TX)	CO'sync Texas	4524 West Oak		Westwood	75801				
Palestine ISD Police Department (TX)	CO'sync Texas: NIBRS Module	1007 East Park Ave		Palestine	75801	Chief Bruce		Bradley	Chief
Buffalo ISD Police Department (TX)	CO'sync Texas	708 Cedar Creek Rd		Buffalo	75831				
Centerville ISD (TX)	CO'sync Texas: Setup, Installatio	813 S Commerce		Centerville	75833			Kody	
Grapeland Municipal Court (TX)	Citation Integration	126 S Oak St	PO Box 62	Grapeland	75844			Todd	
Grapeland Police Department (TX)	CO'sync Texas: NIBRS Module	126 S Oak	PO Box 567	Grapeland	75844			Daniel	
Groveton Police Department (TX)	CO'sync Texas	115 Frost St		Groveton	75845			Kids	
Leon ISD Police Department (TX)	CO'sync Texas	12169 Hwy 79 West		Jewett	75846				
Streetsman Municipal Court (TX)	Citation Integration	204 Main St	PO Box 7	Streetsman	75859	Chief Dewanne		Philott	Chief
Texas Police Department (TX)	CO'sync Texas	315 S. Stuart		Texas	75960				
Hudson Municipal Court (TX)	Citation Integration: WARRANTsync	3458 Ted Trout Drive		Hudson	75964	Chris		Crain	Captain
USDA US Forest Service (Lufkin) (TX)	CO'sync Texas: NIBRS Module	2221 N. Raquet St		Lufkin	75964	John		White	
Hudson Police Department (TX)	Additional Licenses: CO'sync Tex	3458 Ted Trout Dr		Hudson	75964				
Garrison ISD Police Department (TX)	CO'sync Texas	459 US Hwy 458		Garrison	75946			Chief Tim	Chief
Garrison Municipal Court (TX)	Citation Integration	330 S B Ave	129 Greenwood St.	Garrison	75946			West	Chief
Garrison Police Department (TX)	CO'sync Texas: NIBRS Module	330 S B Ave		Garrison	75946				
Hempill Police Department (TX)	CO'sync Texas: NIBRS Module	210 Star St		Hempill	75948	Chief David			
Huntinton Municipal Court (TX)	Citation Integration	PO Box 349		Huntinton	75949			Bobby	
Huntinton Police Department (TX)	CO'sync Texas: NIBRS Module	802 Union St	PO Box 349	Huntinton	75949			Lewis	Chief
Newton ISD Police Department (TX)	CO'sync Texas: Setup, Installatio	720 Rusk Street		Newton	75966	Jared		Miller	Chief
San Augustine ISD Police Department (TX)	CO'sync Texas: NIBRS Module	702 N Clark Street		San Augustine	75972	Chief Ben		Robert S	
San Augustine County Sheriff's Office (TX)	CAD: CO'sync Texas: NIBRS Mo	219 N. Harrison		San Augustine	75972			Fancuy	Constable
San Augustine Police Department (TX)	CO'sync Texas: NIBRS Module	810 Hwy 96 N		San Augustine	75972			Christopher	
Shelby County Constable Precinct 4 (TX)	CO'sync Texas: Setup, Installatio	140 Ed Wall St		Teneha	75974	Taylor			
Teneha Municipal Court (TX)	Citation Integration	PO Box 70		Teneha	75974				
Teneha Police Department (TX)	CO'sync Texas: NIBRS Module	122 Center Street		Teneha	75974				
Shelby County Constable Precinct 5 (TX)	CO'sync Texas	200 San Augustine St., Box 5		Timpsen	75975			Broussard	
Woodville Municipal Court (TX)	Citation Integration: COURTsync	400 W. Buff		Woodville	75979	Courtney		Meysenbourg	
Woodville ISD (TX)	Campus Safe	505 N Charlton St		Woodville	75979	Constable Zach		Zachary	Constable
Tyler County Constable Precinct 4 (TX)	CO'sync Texas	203 W Doowood	Attn: Pct 4 Constable	Woodville	75979	Constable Rorie		Wintworth	Constable
Tyler County Constable Precinct 1 (TX)	CO'sync Texas: NIBRS Module	203 W Doowood	Attn: Pct 1 Constable	Woodville	75979	Constable Ronny		Reynolds	Constable
Tyler County Constable Precinct 3 (TX)	CO'sync Texas: NIBRS Module	203 W Doowood	Attn: Pct 3 Constable	Woodville	75979	Justice Cathv			
Waverly Municipal Court (TX)	WARRANTsync	870 Cherokee Drive E		Woodville	75979			Rader	
Woodville Police Department (TX)	CO'sync Texas: NIBRS Module	113 N Charlton St		Woodville	75979			Weatherford	
Tyler County Sheriff's Office (TX)	CO'sync Texas: NIBRS Module	702 North Magnolia		Woodville	75979				
Waverly Marshall's Office (TX)	CO'sync Texas: NIBRS Module	870 Cherokee Drive E		Woodville	75979				
Zavalla Police Department (TX)	CO'sync Texas: Admin TLETS S	838 E Main St		Zavalla	75980				
Bovd Municipal Court (TX)	Citation Integration	PO Box 216		Bovd	76023	Sherie		Dast	Jan
Bovd Police Department (TX)	CO'sync Texas: NIBRS Module	711 East Rock Island		Bovd	76023				
Crowley ISD Police Department (TX)	CO'sync Texas: NIBRS Module	512 Peach St		Crowley	76036				
Glen Rose Police Department (TX)	CO'sync Texas: Additional Licens	201 NE Vine St	PO Box 1949	Glen Rose	76043			Quinteros	Chief of Police
Godley ISD Police Department (TX)	Setup, Installation & Remote Trai	313 N. Pearson		Godley	76044	Matt			
Godley Police Department (TX)	CO'sync Texas: NIBRS Module	200 W. Railroad	PO Box 565	Godley	76044				
Grandview Police Department (TX)	CO'sync Texas	PO Box 506		Grandview	76050			Brewer	
Itasca Police Department (TX)	CO'sync Texas: NIBRS Module	126 N Hill St		Itasca	76055	Winson		Garrett	
Itasca Municipal Court (TX)	Citation Integration	104 E. Second Street	Post Office Box 400	Itasca	76055	Honorable Danielle		Boston	Chief
Maypearl Police Department (TX)	CO'sync Texas: NIBRS Module	194 E 2nd Street		Maypearl	76057			Constable Scott	Constable
Palo Pinto County Constable Precinct 5 (TX)	CO'sync Texas	109 N. Oak Avenue		Mineral Wells	76067			Adams	
Rhame Municipal Court (TX)	Citation Integration	PO Box 228		Rhame	76078	Kristi		Heims	Chief
Rhame Police Department (TX)	CO'sync Texas	400 E.C. Rhame Ave	PO Box 228	Rhame	76078			Chief Marshall	
Rio Vista Municipal Court (TX)	Citation Integration	PO Box 129		Rio Vista	76093	Diane		Torv	
Rio Vista Police Department (TX)	CO'sync Texas	201 TX 174		Rio Vista	76093				
Castleberry ISD Police Department (TX)	CO'sync Texas: NIBRS Module	5235 Ohio Garden Road	PO Box 129	Fort Worth	76114				
Alford ISD Police Department (TX)	CO'sync Texas	185 Mosley Ln		Alford	76225			Breana	
Aubrey Police Department (TX)	CO'sync Texas: NIBRS Module	108 East Elm Street	107 S. Main Street	Aubrey	76227				
Bowie ISD (TX)	Campus Safe	100 W Wichita St		Bowie	76230				
Bowie Police Department (TX)	CO'sync Texas	302 Lindsev Street		Bowie	76230				
Collinsville Municipal Court (TX)	Citation Integration	103 N. Main	PO Box 649	Collinsville	76233	Jeff		Brooks	
Collinsville Police Department (TX)	CO'sync Texas: NIBRS Module	101 N Main Street		Collinsville	76233			Jeffrey	
Wise County Fire Marshal's Office (TX)	CO'sync Texas	205 N. State St	P.O. Box 308	Decatur	76234			Douthett	Fire Marshal
Wise, County of (TX)	Campus Safe	101 N. Trinity St #101	PO Box 399	Decatur	76234				
Wise County Sheriff's Office (TX)	CO'sync Texas	200 Rock Ramsey Dr		Decatur	76234			Kevin	
Oak Ridge Town of Municipal Court (TX)	Citation Integration: CO'sync Tex	129 Oak Ridge Dr		Gainesville	76240				
Oak Ridge Police Department (Coolie) (TX)	CO'sync Texas: NIBRS Module	129 Oak Ridge Drive		Gainesville	76240			James	
Lindsay Police Department (TX)	CO'sync Texas: NIBRS Module	608 North Ash Street	P.O. Box 153	Lindsay	76250				
Montague County Sheriff's Office (TX)	CO'sync Texas	111 S Grand	PO Box 127	Montague	76251			Kent	
Nocona Municipal Court (TX)	Citation Integration	101 Cooke St		Nocona	76255			Harold	
Nocona Police Department (TX)	CO'sync Texas: NIBRS Module	101 Cooke St		Nocona	76255			Thomas	
Saint Jo Municipal Court (TX)	Citation Integration	PO Box 186	PO Box 186	Saint Jo	76265			Chief Chad	Chief
Saint Jo Police Department (TX)	CO'sync Texas: NIBRS Module	220 East Howell St		Saint Jo	76265			Carney	
Southmayd Municipal Court (TX)	Citation Integration	PO Box 88		Southmayd	76268	Hilary			
Southmayd Police Department (TX)	CO'sync Texas: NIBRS Module	4525 Elementary Drive	PO Box 88	Southmayd	76268				
Tioja Municipal Court (TX)	Citation Integration	PO Box 206		Tioja	76271	Donna			
Tioja Police Department (TX)	CO'sync Texas: NIBRS Module	PO Box 206		Tioja	76271	Chief Scott		Otto	Chief
Valley View Police Department (TX)	CO'sync Texas	308 W. O'Brien Rd		Valley View	76272				
Whiteboro Police Department (TX)	CO'sync Texas	PO Box 340		Whiteboro	76273				
Whitita County Constable Precinct 1 (TX)	CO'sync Texas	600 Scott Ave	Room 104	Whitita Falls	76301			Gree	
Whitita County Sheriff's Office (TX)	CO'sync Texas	PO Box 8466		Whitita Falls	76307	Donald		Saevens	Constable
Archer County Constable Precinct 2 (TX)	CO'sync Texas: Setup, Installatio	1302 Clippel Lane		Lakeside City	76308				
Archer County Constable Precinct 3 (TX)	CO'sync Texas	100 Law Enforcement Wav		Archer	76351	Jack			
Archer County Sheriff's Office (TX)	CO'sync Texas: JMS, RMS; CAD	100 Law Enforcement Wav	PO Box 517	Archer City	76351			Curd	Sheriff
Archer City Police Department (TX)	CO'sync Texas: NIBRS Module	206 E. Walnut St	P.O. Box 367	Archer City	76351			Nash	Dir. of Public Safety
Whitita County Constable Precinct 2 (TX)	CO'sync Texas: NIBRS Module	100 W. Colton St		Burkhardt	76354				
Hennietta ISD Public Safety (TX)	CO'sync Texas	1801 E. Crawford St		Hennietta	76365	Kenny			
Hennietta Municipal Court (TX)	Citation Integration	PO Box 71		Hennietta	76365				
Clay County Justice of the Peace Courtwyl	Citation Integration	PO Box 71		Hennietta	76365				
Clay County Sheriff's Office (TX)	CAD: CO'sync Texas: JMS; NIBF	215 W. Gilbert		Hennietta	76365	Sheriff Kirk		Horion	
Clay County Constable Precinct 1 (TX)	CO'sync Texas	100 N. Bridge		Hennietta	76365			Sidney "Kirk" K	
Archer County Constable Precinct 1 (TX)	CO'sync Texas	138 Stranoe Dr		Holliday	76366	Doua		Stranoe	Constable Post-1
Holliday Police Department (TX)	CO'sync Texas: NIBRS Module	110 W. Olive		Holliday	76366			Joe	
Archer County Constable Precinct 4 (TX)	CO'sync Texas	P.O. Box 458		Windthorst	76366	Brett		Hoff	
Olney Municipal Court (TX)	Citation Integration	201 E Main Street	PO Box 546	Olney	76374	Arneoea		Pauberon	
Seymour Police Department (TX)	CO'sync Texas: NIBRS Module	301 N. Washington St	PO Box 31	Seymour	76380	Mike		Griffin	Chief
Stevens Justice of the Peace Courtwyl	Citation Integration	200 W. Walker		Stevens	76424				
Stevens County Constable (TX)	CO'sync Texas	200 West Walker		Stevens	76424				

Young County Sheriff's Office (TX)	CAD, CO-Pvnc Texas, NIBRS Mo	315 N. Cliff Drive	Graham	TX	76450				
Palo Pinto County Constable Precinct 3 (TX)	CO-Pvnc Texas	PO Box 532	Graham	TX	76450				
Gorman Police Department (TX)	CO-Pvnc Texas, NIBRS Module	PO Box 236	Gorman	TX	76454				
Hico Police Department (TX)	CO-Pvnc Texas, NIBRS Module	120 W. First St.	Hico	TX	76457				
Jack County Justice of the Peace (TX)	Citation Interrogation	100 N Main St #206	Jacksboro	TX	76458				
Jack County Sheriff's Office (TX)	CAD, JMS, NIBRS Module, RMS, Admin TLETS Support, Setup, RMS	1432 FM 3348	Jacksboro	TX	76458	Frank			
Jacksboro Police Department (TX)	CO-Pvnc Texas	124 E Bakkenia	Jacksboro	TX	76458				
Rankin Police Department (TX)	CO-Pvnc Texas	100 N. Main Street	Rankin	TX	76470				
Palo Pinto County Sheriff's Office (TX)	CO-Pvnc Texas, NIBRS Module	420 Cedar St	Palo Pinto	TX	76484				
Palo Pinto County Constable Precinct 4 (TX)	CO-Pvnc Texas	8115 FM 2692	Palo Pinto	TX	76484				
Barlett Police Department (TX)	Citation Interrogation	3750 Asadine Rd	Barlett	TX	76511				
Buckholts Municipal Court (TX)	CO-Pvnc Texas	600 E Main Street	Buckholts	TX	76518	Kristi			
Milam County Constable Precinct 1 (TX)	CO-Pvnc Texas	113 West Main	Buckholts	TX	76518				
Buckholts Police Department (TX)	Citation Interrogation	PO Box 833	Cameron	TX	76520				
Cameron Municipal Court (TX)	CO-Pvnc Texas, NIBRS Module	104 W. Travis Street	Cameron	TX	76520	Wende			
Milam County Sheriff's Office (TX)	CO-Pvnc Texas, NIBRS Module	605 West 4th St.	Cameron	TX	76524	John			
Cameron Police Department (TX)	Citation Interrogation	143 Wilcox Dr- Ste A	Brucerville-Eddy	TX	76524				
Brucerville-Eddy Municipal Court (TX)	CO-Pvnc Texas, NIBRS Module	410 Main Street	Brucerville-Eddy	TX	76524				
Brucerville-Eddy Police Department (TX)	Additional Licenses, CO-Pvnc Tex	206 S. Lovers Lane	Galesville	TX	76528	Garv			
Galesville ISD Police Department (TX)	Citation Interrogation	102 N Rice	Hamilton	TX	76531	Judge James			
Hamilton County Justice of the Peace Precinct	CAD, CO-Pvnc Texas, NIBRS Mo	1108 South Rice	Hamilton	TX	76531	Chris			
Hamilton Police Department (TX)	CO-Pvnc Texas, NIBRS Module	204 E. Main Street	Holland	TX	76534	Stacy			
Holland Municipal Court (TX)	Citation Interrogation	102 W. Travis	Holland	TX	76534				
Holland Police Department (TX)	CO-Pvnc Texas, NIBRS Module	14009 E State Hwy 36	Jonesboro	TX	76538				
Jonesboro ISD Police Department (TX)	Citation Interrogation	12288 U.S. Hwy 190	Kemper	TX	76539				
Kemper Municipal Court (TX)	CO-Pvnc Texas, NIBRS Module	13 Alexander	Lampasas	TX	76550	Robert			
Kemper Police Department (TX)	Citation Interrogation	509 E Main St	Little River-Academy	TX	76554				
Lampasas County Constable's Office Precinct	CO-Pvnc Texas	509 E Main St	Little River	TX	76554				
Little River Academy Police Department (TX)	CO-Pvnc Texas	606 Avenue E	Moody	TX	76557				
Moody Police Department (TX)	Citation Interrogation	PO Box 250	Rogers	TX	76569	Trisha			
Rogers Municipal Court (TX)	CO-Pvnc Texas, NIBRS Module	2 West Muscatule Ave	Rogers	TX	76569				
Rogers Police Department (TX)	Citation Interrogation	402 W. Main St	Rosebud	TX	76570				
Rosebud Municipal Court (TX)	CO-Pvnc Texas	402 W. Main St	Rosebud	TX	76570				
Rosebud Police Department (TX)	CO-Pvnc Texas	128 W. Main St	Rosebud	TX	76570	Chief Jack			
Falls County Constable Precinct 3 (TX)	CO-Pvnc Texas, NIBRS Module	301 N. Statecoach Road	Salado	TX	76571				
Salado Police Department (TX)	CO-Pvnc Texas, NIBRS Module	105 N. Main St	Thorndale	TX	76577	Chief Patrick			
Thorndale Police Department (TX)	Campus Safe	700 7th Street	Sterling City	TX	76591	Chief			
Sterling City ISD (TX)	Citation Interrogation	PO Box E	Bremond	TX	76629				
Bremond Municipal Court (TX)	CO-Pvnc Texas, NIBRS Module	201 S Dallas	Bremond	TX	76629				
Bremond Police Department (TX)	Interrogations	603 N. Jefferson G	Clifton	TX	76634	Cody			
North Bosque EMS (TX)	Citation Interrogation	401 W. 3rd Street	Clifton	TX	76634	Chris			
Clifton Municipal Court (TX)	Additional Licenses, Admin TLETS	402 W. 3rd St	Clifton	TX	76634				
Clifton Police Department (TX)	CO-Pvnc Texas, NIBRS Module	PO Box 7	Lawford	TX	76638				
Dawson Police Department (TX)	CO-Pvnc Texas, NIBRS Module	112 N Main Street	Dawson	TX	76639				
Frost Police Department (TX)	CO-Pvnc Texas, Setup, Installatio	100 N. Garly St	Frost	TX	76641	Chief Zachary			
Hubbard Police Department (TX)	CO-Pvnc Texas	118 North Macaulia Avenue	Hubbard	TX	76648				
Italy Municipal Court (TX)	Citation Interrogation	161 W Main Street	Italy	TX	76651	Cindy			
Italy Police Department (TX)	CO-Pvnc Texas, NIBRS Module	101 W. Main Street	Italy	TX	76651				
Koozer ISD Police Department (TX)	CO-Pvnc Texas	175 County Road 1240	Koesel	TX	76652				
Lorena Municipal Court (TX)	Citation Interrogation	107-A S Frontage Rd	Lorena	TX	76655				
Lorena Police Department (TX)	CO-Pvnc Texas	100 N. Borden Street	Lorena	TX	76655				
Marlin Municipal Court (TX)	WARRANTsync	101 Fortune St	Marlin	TX	76661	Tom			
Marlin Police Department (TX)	CAD, CO-Pvnc Texas, NIBRS Mo	101 Fortune St	Marlin	TX	76661				
Marlin ISD Police Department (TX)	CO-Pvnc Texas, NIBRS Module	678 Success Lane	Marlin	TX	76661	James			
Falls County District Attorney's Office (TX)	CO-Pvnc Texas	P.O. Box 413	Marlin	TX	76661	Eric			
Falls County Sheriff's Office (TX)	CO-Pvnc Texas, NIBRS Module	2847 Highway 6	Marlin	TX	76661	Sheriff Joe			
Mart Municipal Court (TX)	Citation Interrogation	112 N Commerce Street	Marlin	TX	76664	Messner			
Mart Police Department (TX)	CO-Pvnc Texas, NIBRS Module	122 N Commerce	Meridian	TX	76664	Chief Albert			
Bosque County Constable Precinct 2 (TX)	CO-Pvnc Texas	718 South Avenue F	Meridian	TX	76665				
Bosque County Constable Precinct 1 (TX)	CO-Pvnc Texas	500 W. Main St	Meridian	TX	76665				
Meridian Municipal Court (TX)	Citation Interrogation	PO Box 306	Meridian	TX	76665				
Meridian ISD (TX)	CO-Pvnc Texas	500 Yellow Jacket Dr.	Meridian	TX	76665				
Bosque County Sheriff's Office (TX)	CO-Pvnc Texas, CAD, ANUALI	PO Box 741	Meridian	TX	76665				
Meridian Police Department (TX)	CO-Pvnc Texas, NIBRS Module	111 N Main Street	Meridian	TX	76665	Blake			
Midford Municipal Court (TX)	Citation Interrogation	107 S Main St	Midford	TX	76670				
Midford Police Department (TX)	CO-Pvnc Texas, NIBRS Module	107 S Main St	Midford	TX	76670	Chris			
Richland Police Department (TX)	CO-Pvnc Texas, Citation Interat	103 W. Main St.	Richland	TX	76681				
Riesel Municipal Court (TX)	Citation Interrogation	104 N Hwy 6	Riesel	TX	76682	Chelsea			
Riesel Police Department (TX)	CO-Pvnc Texas	104 N Hwy 6	Riesel	TX	76682				
Valley Mills ISD Police Department (TX)	CO-Pvnc Texas, RMS	1 Eagle Way	Valley Mills	TX	76689	Roy			
Valley Mills Municipal Court (TX)	Citation Interrogation	PO Box 641	Valley Mills	TX	76689				
Valley Mills Police Department (TX)	CO-Pvnc Texas, NIBRS Module	101 Valley Mills	Walnut Springs	TX	76689	Kelli			
Walnut Springs ISD Police Department (TX)	CO-Pvnc Texas	184 Avenue A	West	TX	76690				
West Municipal Court (TX)	Citation Interrogation	PO Box 97	West	TX	76691				
West ISD Police Department (TX)	CO-Pvnc Texas, NIBRS Module	801 N. Reagan	West	TX	76691	Chris			
West Police Department (TX)	CO-Pvnc Texas, NIBRS Module	110 N Reagan	Whitney	TX	76692	Kristi			
Whitney Municipal Court (TX)	Citation Interrogation, WARRANTsync	115 W. Jefferson	Whitney	TX	76692				
Whitney Police Department (TX)	CO-Pvnc Texas, NIBRS Module	102 N. Colorado Street	Whitney	TX	76692				
Wortham Municipal Court (TX)	WARRANTsync	PO Box 186- 110 W Main	Wortham	TX	76693				
Wortham Police Department (TX)	CO-Pvnc Texas, NIBRS Module	104 W. Concho	Wortham	TX	76693	Chief Kelly			
Cholson ISD (TX)	CO-Pvnc Texas	137 Henson Drive	Waco	TX	76705	Mike			
Waco ISD Police Department (TX)	CO-Pvnc Texas, Campus Safe	2015 Alexander	Waco	TX	76708	David			
McLennan Community College Police Deas	Additional Licenses, CAD, CO-Pv	1400 College Drive	Waco	TX	76708	Clayton			
Early Police Department (TX)	CO-Pvnc Texas	960 Early Blvd	Waco	TX	76802				
Runnels County Sheriff's Office (TX)	CAD, CO-Pvnc Texas, JMS, NIBF	612 Shono Ave	Ballinger	TX	76821	Sheriff Carl			
Ballinger Police Department (TX)	CO-Pvnc Texas, NIBRS Module	106 N 9th St	Ballinger	TX	76821	Ray			
Banos Police Department (TX)	CO-Pvnc Texas, Setup, Installatio	109 S. 1st Street	Baria	TX	76823				
Brady Police Department (TX)	CO-Pvnc Texas, NIBRS Module	109 South Elm Street	Brady	TX	76825	Chief Steve			
Brady Municipal Court (TX)	Citation Interrogation	PO Box 351	Brady	TX	76825	Valerie			
McCulloch County Sheriff's Office (TX)	CO-Pvnc Texas, NIBRS Module	900 E Main St	Coleman	TX	76825	Matt			
Coleman Justice of the Peace Courtwide	Citation Interrogation	100 W Live Oak St- Ste 103	Coleman	TX	76834	Judge Robert			
Coleman Police Department (TX)	CO-Pvnc Texas, NIBRS Module	109 N. Corcho St	Coleman	TX	76834				
Coleman County Sheriff's Office (TX)	CO-Pvnc Texas, NIBRS Module	100 Live Oak St, Ste 101	Coleman	TX	76834				
Concho County Hosatall (TX)	Campus Safe	614 Eaker St	Eden	TX	76837	Lataine			
Kimbria County Sheriff's Office (TX)	CAD, JMS, CO-Pvnc Texas, NIBF	415 Pecan Street	Junction	TX	76849	Sheriff Allen			
Kimbria County Justice of the Peace Court	Citation Interrogation	501 Main St	Junction	TX	76849				
Junction Municipal Court (TX)	Campus Safe	1700 College Street	Junction	TX	76849	Cheryl			
Junction Police Department (TX)	CO-Pvnc Texas, NIBRS Module	730 MAIN STREET	Lometa	TX	76849				
Lometa Municipal Court (TX)	Citation Interrogation	PO Box 280	Mason	TX	76853	Amanda			
Mason County Sheriff's Office (TX)	CAD, CO-Pvnc Texas, JMS, NIBF	210 Westlondale Ave.	Mason	TX	76856	Joe			
Mason Justice of the Peace Courtwide (TX)	Citation Interrogation	206 E. San Saba Ave.	Menard	TX	76859				
Menard Justice of the Peace Courtwide (TX)	Campus Safe	206 E. San Saba Ave.	Menard	TX	76859				
Menard County Commissioners Court (TX)	CAD, CO-Pvnc Texas, JMS, NIBF	205 Tipton Street	Menard	TX	76859	Buck			
Menard County Sheriff's Office (TX)	WARRANTsync	PO Box 398	Miles	TX	76861	Amv			
Miles Municipal Court (TX)	CO-Pvnc Texas, NIBRS Module	110 Robinson St	Miles	TX	76861				
Miles Police Department (TX)	CAD, CO-Pvnc Texas, NIBRS Mo	152 N. Roberts St	Paint Rock	TX	76866	Chad			
Concho County Sheriff's Office (TX)	Citation Interrogation	PO Box 44	Paint Rock	TX	76866				
Santa Anna Police Department (TX)	CO-Pvnc Texas, NIBRS Module	709 Wallis Ave	Santa Anna	TX	76878				
Tom Green County of (TX)	Campus Safe	112 W. Beauregard	San Angelo	TX	76903				
Reagan Justice of the Peace Courtwide (TX)	Citation Interrogation, WARRANTsync	PO Box 100	Bio Lake	TX	76932	Destin			
Reagan County Sheriff's Office (TX)	CAD, CO-Pvnc Texas, CSS, JMS	320 N. Plaza	Bio Lake	TX	76932				
Reagan County of (TX)	CO-Pvnc Texas	PO Box 100	Bio Lake	TX	76932	Judoe Donna			
Bio Lake Municipal Court (TX)	Citation Interrogation	203 N Plaza	Bio Lake	TX	76932				
Bio Lake Code Enforcement (TX)	CO-Pvnc Texas	203 N Plaza	Bronite	TX	76933	Honorable Russell			
Coke County Justice of the Peace Precinct	Citation Interrogation	224 W Main St	Eldorado	TX	76936				
Schleicher County Sheriff's Office (TX)	NIBRS Module, RMS, CO-Pvnc T	4 South Divide St	Eldorado	TX	76936	Jessone			
Schleicher County Justice of the Peace Precinct	COURTsync	PO Box 536	Merton	TX	76941				
Irion County Sheriff's Office (TX)	CO-Pvnc Texas	114 W Sherwood Ave	Ozona	TX	76943	Sheriff Antonio			
Crockett County Sheriff's Office (TX)	CO-Pvnc Texas, NIBRS Module	121 HWY 163 S.	Ozona	TX	76943	Bree			
Crockett County Justice of the Peace Court	CO-Pvnc Texas, Citation Interat	909 Avenue D.	Ronora	TX	76945	Billy			
Coke County Sheriff's Office (TX)	CO-Pvnc Texas, NIBRS Module	13 East 7th Street	Ronora	TX	76950	Judge Joseph			
Sutton Justice of the Peace Courtwide (TX)	Citation Interrogation	102 N. Water Street	Sonora	TX	76950	Oscar			
Sutton County Sheriff's Office (TX)	CAD, CO-Pvnc Texas, NIBRS Mo	359 NE Oak St	Sonora	TX	76950	Chief Arturo			
Sonora Police Department (TX)	CO-Pvnc Texas, NIBRS Module	609 S. Water Ave.	Sonora	TX	76950				
Sonora Municipal Court (TX)	Citation Interrogation	201 E Main	Sonora	TX	76950				
Sterling County Justice of the Peace Court	COURTsync	PO Box 883	Sterling City	TX	76951	Stacy			
Sterling County of (TX)	Campus Safe	4th St	Sterling City	TX	76951				
Sterling County Sheriff's Office (TX)	CO-Pvnc Texas, NIBRS Module	609 4th Avenue	Sterling City	TX	76951				
Montgomery Police Department (TX)	CO-Pvnc Texas, NIBRS Module	101 Old Pansenville Rd.	Sterling City	TX	77136	Miguel			
Plum Grove Municipal Court (TX)	Citation Interrogation	8485 Plum Grove Rd	Cleveland	TX	77327	Troy			
Plum Grove Police Department (TX)	Admin TLETS Support, CO-Pvnc	8485 Plum Grove Rd	Cleveland	TX	77327	Brandon			
Liberty County Constable Precinct 5 (TX)	CO-Pvnc Texas	23350 Hwy 321	Cleveland	TX	77327				
Liberty County Constable Precinct 6 (TX)	CO-Pvnc Texas	306 Campbell	Cleveland	TX	77327	Stephanie			
Magnolia Municipal Court (TX)	Citation Interrogation, WARRANTsync	1811 Buddy Riley Blvd	Magnolia	TX	77354				
Magnolia Police Department (TX)	CO-Pvnc Texas, NIBRS Module	1811 Buddy Riley Blvd	Magnolia	TX	77354				
Onalaska Police Department (TX)	CO-Pvnc Texas, NIBRS Module	PO Box 880	Onalaska	TX	77360	Constable Zack			
Shepherd Municipal Court (TX)	Citation Interrogation	11020 Hwy 150	Shepherd	TX	77371				
Shepherd Police Department (TX)	CO-Pvnc Texas	11020 Texas 150	Shepherd	TX	77371				
San Jacinto County Constable Precinct 2 (TX)	CO-Pvnc Texas	736 Clubside Drive	East Bernard	TX	77435				
Wharton County Constable Precinct 2 (TX)	CO-Pvnc Texas, NIBRS Module	1310 N Elm St	Sween	TX	77480	Ulysses			
Sweeny ISD Police Department (TX)	COURTsync	1219 Fair Street	Waller	TX	77484	Charles			
Waller Municipal Court (TX)	CO-Pvnc Texas, NIBRS Module	1219 Fair Street	Waller	TX	77484				
Wharton ISD Police Department (TX)	CO-Pvnc Texas, NIBRS Module	500 Abel Street	Wharton	TX	77488				
Goose Creek Consolidated ISD Police Deas	CO-Pvnc Texas, NIBRS Module	3401 N Main Street	Barlowen	TX	77521				
Daisetta Municipal Court (TX)	Citation Interrogation	410 N Main Street	Daisetta	TX	77533	Tiffany			
Daisetta Police Department (TX)	CO-Pvnc Texas, NIBRS Module	4016 Main Street	Danbury	TX	77533				
Danbury ISD Police Department (TX)	Admin TLETS Support, CO-Pvnc	5611 Panther Dr	Danbury	TX	77534	Shane			
Danbury Police Department (TX)	CO-Pvnc Texas, NIBRS Module	6102 S 5th Street	Danbury	TX	77534				
Liberty County Constable Precinct 4 (TX)	CO-Pvnc Texas	1300 West Clayton	Dayton	TX	77535				
Surfside Beach Police Department (TX)	Setup, Installation & Remote Trai	1304 Monument Dr	Surfside Beach	TX	77541				
Hickchock ISD Police Department (TX)	CO-Pvnc Texas, P&E (Property &	6620 S. Fair Market 2004	Hickchock	TX	77563	Christopher			
Liberty County Constable Precinct 3 (TX)	CO-Pvnc Texas	650 CR 2010	Liberty	TX	77575				
Liberty County Constable Precinct 1 (TX)	CO-Pvnc Texas	2103 Coa St	Liberty	TX	77575				

Calvert Municipal Court (TX)	Citation Interation	620 S. Main St	PO Box 505	Calvert	TX	77837		
Calvert Police Department (TX)	CO/Pyvic Texas; NIBRS Module	620 S. Main St	PO Box 505	Calvert	TX	77837		
Franklin Municipal Court (TX)	Citation Interation	319 Beaman Street	P.O. Box 428	Franklin	TX	77856		
Franklin Police Department (TX)	CO/Pyvic Texas; NIBRS Module	407 N Center St	P.O. Box 428	Franklin	TX	77856		
Robertson County District Attorney's Office	CO/Pyvic Texas	PO Box 409		Franklin	TX	77856		
Hearne Police Department (TX)	CAD; CO/Pyvic Texas; NIBRS Module	338 W 3rd St		Hearne	TX	77859	Angela	
Hearne Municipal Court (TX)	Citation Interation	209 Cedar St		Hearne	TX	77859		
Normanges ISD Police Department (TX)	CO/Pyvic Texas; NIBRS Module	116 Spout 3		Normangee	TX	77871		
Dewitt County Constable Precinct 2 (TX)	CO/Pyvic Texas	307 E Live Oak		Cuervo	TX	77854		
DeWitt County Constable Precinct 1 (TX)	CO/Pyvic Texas; NIBRS Module	208 E Live Oak	Suite D	Cuervo	TX	77854		
Garado Police Department (TX)	Citation Interation	112 E Polkman Ave		Garado	TX	77962		
Hallettsville ISD (TX)	CO/Pyvic Texas	302 North Ridge St		Hallettsville	TX	77964	Ms. Farrak	
Hallettsville Municipal Court (TX)	Citation Interation	101 N Main	PO Box 368	Hallettsville	TX	77964		
Hallettsville Police Department (TX)	CO/Pyvic Texas	104 Fourth Street		Hallettsville Police Department	TX	77964		
Moulton Municipal Court (TX)	Citation Interation	102 S. Main		Moulton	TX	77975		
Moulton Police Department (TX)	CO/Pyvic Texas; NIBRS Module	102 S. Main		Moulton	TX	77975		
Point Comfort Municipal Court (TX)	Citation Interation	3360 State St		Point Comfort	TX	77978		
Point Comfort Police Department (TX)	CO/Pyvic Texas; NIBRS Module	1539 School Road	P.O. Box 497	Point Comfort	TX	77978		
Calhoun County Constable Precinct 2 (TX)	CO/Pyvic Texas	501 S Main St	201 W. Austin St	Port Lavaca	TX	77979		
Seadrift Police Department (TX)	CAD; CO/Pyvic Texas; NIBRS Module	103 W Dallas Ave		Seadrift	TX	77985		
Calhoun County Constable Precinct 4 (TX)	CO/Pyvic Texas	424 S. Ludlum	PO Box 520	Seadrift	TX	77983		
Shiner Catholic School (TX)	Campus Safe	800 E. Hendes Ave	P.O. Box 738	Shiner	TX	77984	Debbie	Constable Louis
Yoakum Police Department (TX)	CAD; CO/Pyvic Texas; Citation Int	511 Main Street		Yoakum	TX	77995	Karl	Van Stooten
Yoakum Municipal Court (TX)	Citation Interation	511 Main Street	PO Box 2279	Yoakum	TX	77995		
Bandera Municipal Court (TX)	CO/Pyvic Texas; NIBRS Module	1312 Geneva	PO Box 607	Bandera	TX	78003		
Bandera County Sheriff's Office (TX)	CO/Pyvic Texas	102 E. Hendes Ave		North Bandera	TX	78003		
Bandera City Marshall's Office (TX)	CO/Pyvic Texas; NIBRS Module	316 Jourdan Ave		Castroville	TX	78009	Nancy	
Medina County Constable Precinct 2 (TX)	CO/Pyvic Texas	101 Courthouse Square		Castroville	TX	78011		
Charlotte ISD (TX)	CO/Pyvic Texas	101 Courthouse Square		Charlotte	TX	78011		
Charlotte Police Department (TX)	CO/Pyvic Texas; Setuo; Instalatio	101 Courthouse Square		Charlotte	TX	78011		
La Salle County Sheriff's Office (TX)	CO/Pyvic Texas; NIBRS Module	101 Courthouse Square		Coltula	TX	78014		
La Salle Justice of the Peace Precinct 1 (TX)	Citation Interation	101 Courthouse Square		Coltula	TX	78014		
La Salle Justice of the Peace Precinct 3 (TX)	Citation Interation	707 Buckley		Coltula	TX	78014		
La Salle County Constable Precinct 2 (TX)	CO/Pyvic Texas	101 Courthouse Square		Coltula	TX	78014		
La Salle County Constable Precinct 4 (TX)	CO/Pyvic Texas	101 Courthouse Square		Coltula	TX	78014		
Frio County Justice of the Peace Precinct 4 (TX)	Citation Interation	101 N. Commerce Street		Dilley	TX	78017	Judge Larry	
Frio County Constable Precinct 4 (TX)	CO/Pyvic Texas; NIBRS Module	221 West Currier Street	P.O. Box 1993	Dilley	TX	78017		
Dilley Municipal Court (TX)	Citation Interation	107 E Miller St	P.O. Box 239	Dilley	TX	78017		
Dilley Police Department (TX)	CO/Pyvic Texas; NIBRS Module	101 S. Commerce St.	PO Box 227	Dilley	TX	78017		
George West ISD (TX)	Campus Safe	913 Houston St		George West	TX	78022		
George West Municipal Court (TX)	Citation Interation	408 N. Main St		George West	TX	78022		
Live Oak County Sheriff's Office (TX)	CO/Pyvic Texas	200 Larry R. Busby Dr.		George West	TX	78022		
George West Police Department (TX)	CO/Pyvic Texas; NIBRS Module	404 Nueces St		George West	TX	78022	Charles	Chief David Perkins Cell 361-449-7452
Holmes Municipal Court (TX)	COURTycv	1291 Bandera Road	PO Box 507	Holmes	TX	78023	Andrea	
Holmes Police Department (TX)	CO/Pyvic Texas; NIBRS Module	1604 St Highway 97 East	Ste C	Jourdanton	TX	78026		
Jourdanton Police Department (TX)	CO/Pyvic Texas	2240 N US Highway 16		Jourdanton	TX	78026		
Atascosa County Constable Precinct 3 (TX)	CO/Pyvic Texas; Citation Interati	12545 Hester St		Lytle	TX	78052		
Lytle Municipal Court (TX)	CO/Pyvic Texas	1567 FM 3175	PO Box 750	Lytle	TX	78052		
Lytle Police Department (TX)	CO/Pyvic Texas	502 South Cedar Street		Pearsall	TX	78057		
Atascosa County Constable Precinct 2 (TX)	Citation Interation	2078 State Highway 132 N	PO Box 270	Natalia	TX	78059		
Natalia Municipal Court (TX)	CO/Pyvic Texas; NIBRS Module	300 3rd St.		Natalia	TX	78059	Nicole	
Natalia Police Department (TX)	Citation Interation	255 E Rio Grande St		Pearsall	TX	78061	Laura	
Frio County Sheriff's Office (TX)	CAD; CO/Pyvic Texas; JMS; NIBS	502 S. Cedar Street		Pearsall	TX	78061	Mike	
Frio County Justice of the Peace Precinct 2 (TX)	Citation Interation	500 East San Antonio Street		Pearsall	TX	78061	Judge James	
Frio County Justice of the Peace Precinct 1 (TX)	Citation Interation	500 E. San Antonio Street	Box 9	Pearsall	TX	78061	Judge Daniel	
Frio County Constable Precinct 3 (TX)	CO/Pyvic Texas; NIBRS Module	413 Peach Street	Box 13	Pearsall	TX	78061	Judge Susan	
Frio County Constable Precinct 1 (TX)	CO/Pyvic Texas; NIBRS Module	502 South Cedar Street	P.O. Box 33	Pearsall	TX	78061	Constable Shari	
Marshall Police Department (TX)	CO/Pyvic Texas; NIBRS Module	911 Veterans Drive		Pearsall	TX	78061	Constable Jose 730e7	
Pearshall ISD Police Department (TX)	CO/Pyvic Texas; NIBRS Module	318 Berry Ranch Rd		Pearshall	TX	78061		
Bandera County Constable Precinct 2 (TX)	CO/Pyvic Texas	9155 FM 1283		Lakehills	TX	78063		
Pearson ISD Police Department (TX)	CO/Pyvic Texas; NIBRS Module	831 Stacks Drive		Pearson	TX	78064		
Atascosa County Constable Precinct 4 (TX)	CO/Pyvic Texas	744 Hwy 281 South		Pearson	TX	78064		
Atascosa County Constable Precinct 1 (TX)	CO/Pyvic Texas	2136 2nd Street		Pearson	TX	78064		
Potter Municipal Court (TX)	Citation Interation	182 N. Fifth St.	PO Box 378	Potter	TX	78065		
Potter Police Department (TX)	CO/Pyvic Texas; NIBRS Module	7360 E. 6th		Potter	TX	78065		
Somerset Police Department (TX)	NIBRS Module; RMS; CO/Pyvic T	7360 E. 6th St.		Somerset	TX	78069	Chief Maria	
Somerset Municipal Court (TX)	Campus Safe	19644 Somerset Rd	PO Box 279	Somerset	TX	78069		
Somerset ISD Police Department (TX)	COURTycv	772 E & E. Gallagher	PO Box 398	Three Rivers	TX	78071		
Three Rivers Municipal Court (TX)	CO/Pyvic Texas; NIBRS Module	504 Courthouse Drive	PO Box 398	Three Rivers	TX	78071		
McMullen Justice of the Peace Countywide	Citation Interation	901 River Street		Tilden	TX	78072	Debra	
McMullen ISD (TX)	Campus Safe	401 Main Street	PO Box 242	Tilden	TX	78072	Superintendent Jason	
McMullen County Sheriff's Office (TX)	CO/Pyvic Texas; RMS	401 Main St		Tilden	TX	78072	Ermet	
McMullen County Constable (TX)	Admin TLETS Support; CO/Pyvic	402 N. Washington St		Beeville	TX	78102	Chief Robert	
Beeville Police Department (TX)	CO/Pyvic Texas; NIBRS Module	402 N. Washington St		Beeville	TX	78102	Chief Art	
Beeville ISD Police Department (TX)	CO/Pyvic Texas; NIBRS Module	1509 Galloway Drive		Beeville	TX	78102	Kathy	
Bee County Sheriff's Office (TX)	Citation Interation	4451 Hickory Haven	PO Box 828	Elmendorf	TX	78112		
Sandy Oaks Police Department (TX)	CO/Pyvic Texas	1120 D St		Floresville	TX	78114		
Floresville Municipal Court (TX)	COURTycv	620 S. C		Floresville	TX	78114	Lorenzo	
Floresville Police Department (TX)	CO/Pyvic Texas; NIBRS Module	1105 A Street		Floresville	TX	78114		
81st Judicial District Attorney's Office (TX)	Setup, Installation & Remote Trai	101 North Panna Maria Avenue		Karnes	TX	78118		
Karnes County Constable Precinct 4 (TX)	Setup, Installation & Remote Trai	101 North Panna Maria Avenue		Karnes	TX	78118		
Karnes County Constable Precinct 3 (TX)	Admin TLETS Support; CO/Pyvic	101 North Panna Maria Avenue		Karnes	TX	78118		
Karnes County Constable Precinct 2 (TX)	Admin TLETS Support; CO/Pyvic	101 North Panna Maria Avenue		Karnes	TX	78118		
Karnes County Constable Precinct 1 (TX)	Admin TLETS Support; Setu; Ins	101 North Panna Maria Avenue		Karnes	TX	78118		
Karnes City Municipal Court (TX)	CO/Pyvic Texas	314 E. Calvert	Ste 110	Karnes City	TX	78118	Nysa	Juratsis
Karnes County Sheriff's Office (TX)	CO/Pyvic Texas; NIBRS Module	500 East Wall St		Karnes City	TX	78118		
Karnes City Police Department (TX)	CO/Pyvic Texas	211 E. Calvert St		Karnes City	TX	78118		
Otto Kaiser Memorial Hospital (TX)	CO/Pyvic Texas	3405 U.S. 181		Kennedy	TX	78119	David	Lee
Kennedy Municipal Court (TX)	COURTycv; Citation Interation	222 Tiden St		Kennedy	TX	78119		
Kennedy Police Department (TX)	CO/Pyvic Texas; NIBRS Module	119 S. 3rd St		Kennedy	TX	78121		
New Berlin Municipal Court (TX)	Citation Interation	9180 FM 775		New Berlin	TX	78121		
New Berlin Marshall's Office (TX)	CO/Pyvic Texas	102 Chihuahua	PO Box 225	La Vernia	TX	78121		
La Vernia Police Department (TX)	Citation Interation	300 S. Center St		La Vernia	TX	78124		
Marion Municipal Court (TX)	Citation Interation	1653 N Santa Clara Rd		Santa Clara	TX	78124	Judge Danrl	
Santa Clara Municipal Court (TX)	CO/Pyvic Texas; NIBRS Module	303 S Center Street	PO Box 158	Marion	TX	78124	Chief Donald	Becker
Santa Clara Marshall's Office (TX)	CO/Pyvic Texas; NIBRS Module	1653 N Santa Clara Drive		Marion	TX	78124		
Nixon Municipal Court (TX)	COURTycv	106 W 3rd St		Nixon	TX	78140	Carmen	Long
Nixon Police Department (TX)	CO/Pyvic Texas; CSS; NIBRS Mo	106 W. Third St.		Nixon	TX	78140		
Gonzales County Constable Precinct 4 (TX)	CO/Pyvic Texas; NIBRS Module	803 E Central Ave		Poth	TX	78148		
Poth Police Department (TX)	CO/Pyvic Texas	200 N. Carroll St		Poth	TX	78148		
Saint Hedwig Municipal Court (TX)	Citation Interation	13065 FM 1346		Saint Hedwig	TX	78152		
Saint Hedwig Marshall's Office (TX)	CO/Pyvic Texas; Additional Licen	13065 FM 1346		Saint Hedwig	TX	78152	Mark	
Guadalupe County Constable Precinct 3 (TX)	CO/Pyvic Texas	1101 Ebel Rd.	Suite 5	Schertz	TX	78154		
Guadalupe County Constable Precinct 1 (TX)	CO/Pyvic Texas	214 Medical Drive		Sequin	TX	78155		
Guadalupe County Sheriff's Office (TX)	CO/Pyvic Texas	2617 North Guadalupe Street		Sequin	TX	78155		
Guadalupe County Constable Precinct 4 (TX)	CO/Pyvic Texas	11444 FM 725		Sequin	TX	78155		
Guadalupe County Constable Precinct 2 (TX)	CO/Pyvic Texas	307 W. Court		Sequin	TX	78155		
Smiley City Marshall's Office (TX)	CO/Pyvic Texas; NIBRS Module	207 US Hwy, 87 West	P.O. Box 189	Smiley	TX	78159		
Buvelde Municipal Court (TX)	Citation Interation	30360 Couzar Blvd		Buvelde	TX	78163		
Buvelde Police Department (TX)	CO/Pyvic Texas; NIBRS Module	30360 Couzar Blvd		Buvelde	TX	78163		
Kirby Police Department (TX)	CO/Pyvic Texas	4303 Ardmore Road		Kirby	TX	78219		
Garden Ridge Police Department (TX)	CO/Pyvic Texas	9400 Municipal Pkwy	P.O. Box 1894	Garden Ridge	TX	78266		
Jim Wells County Constable Precinct 5 (TX)	CO/Pyvic Texas	107 Almond Grove Dr.	Suite A	Almond Grove	TX	78332		
Jim Wells County Constable Precinct 6 (TX)	CO/Pyvic Texas	229 CR 480	P.O. Drawer R	Alice	TX	78332		
Jim Wells County Constable Precinct 1 (TX)	CO/Pyvic Texas	200 N. Almond Street		Alice	TX	78332		
San Patricio County Constable Precinct 6 (TX)	CO/Pyvic Texas; NIBRS Module	225 W. Wheeler		Aransas Pass	TX	78336	Constable Kody	
Benavides Police Department (TX)	CO/Pyvic Texas; NIBRS Module	213 N Clark		Benavides	TX	78341	Paul	Mauro
Nueces County Constable Precinct 3 (TX)	Setup, Installation & Remote Trai	115 South Ash St		Bishop	TX	78343		
Bishop Municipal Court (TX)	Citation Interation	119 E 4th St	PO Box 358	Bishop	TX	78343		
Bishop Police Department (TX)	CO/Pyvic Texas; NIBRS Module	130 West Avenue D	PO Box 178	Driscoll	TX	78351	Chief Joe	Chief Edward
Driscoll Police Department (TX)	NIBRS Module; CO/Pyvic Texas	801 County Road 201		Driscoll	TX	78351		Burns
Greenvy Police Department (TX)	Citation Interation	206 W. Fourth St	PO Box 297	Greenvy	TX	78359		
Jim Hoag County Sheriff's Office (TX)	CO/Pyvic Texas; NIBRS Module	201 Old Cemetery Road		Hebbronville	TX	78361		
Kleberg County Sheriff's Office (TX)	CAD; CO/Pyvic Texas; NIBRS Mo	1500 E King Ave		Kingsville	TX	78363	Sheriff Richard	
Santa City of (TX)	CO/Pyvic Texas; Campus Safe	350 West County Rd. 2140	PO Box 213	Kingsville	TX	78364		
South Texas Specialized Crimes and Narcot	CO/Pyvic Texas; NIBRS Module	121 N Wood Ave		Mathis	TX	78368	Chief Marshall Scott	
Mathis Police Department (TX)	CAD; CO/Pyvic Texas; CSS; NIBF	1100 Voss Ave		Mathis	TX	78370	Gerardo	Roush
Odem Police Department (TX)	CO/Pyvic Texas	P.O. Box 340		Premont	TX	78375		
Premont Police Department (TX)	CO/Pyvic Texas	P.O. Box 1122		Premont	TX	78375		
Jim Wells County Constable Precinct 4 (TX)	Citation Interation	601 Commerce St		Refugio	TX	78377		
Refugio Municipal Court (TX)	CO/Pyvic Texas; NIBRS Module	808 Commerce Street Room 101	PO Box 1022	Refugio	TX	78377		
Refugio Police Department (TX)	CAD; CO/Pyvic Texas; NIBRS Mo	1211 Highway 359		Refugio	TX	78377		
Refugio County Sheriff's Office (TX)	CO/Pyvic Texas	PO Box 8	PO Box 28	Refugio	TX	78377		
Refugio County Constable Precinct 3 (TX)	Citation Interation	PO Box 8		Refugio	TX	78377		
Kennedy County Justice of the Peace Precinct	Citation Interation	PO Box						

Burnet County Constable Precinct 2 (TX)	CO-Polyc Texas: NIBRS Module	1701 East Polk Ste 7	220 South Pierce	Burnet	TX	78611	Constable Garrv		
Gonzales County Constable Precinct 1 (TX)	CO-Polyc Texas: NIBRS Module	414 Saint Joseph St. #104		Gonzales	TX	78629	Constable Johnnie		
Gonzales ISD Police Department (TX)	CO-Polyc Texas: NIBRS Module	1801 North Sarah Dewitt Drive		Gonzales	TX	78629	Chief Ross F	Chris	
Gonzales County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	1713 Sarah Dewitt Dr.		Gonzales	TX	78629	Chris		
Johnson City Municipal Court (TX)	Citation Information	PO Box 369	P.O. BOX 159	Johnson City	TX	78636		Allen	
Johnson City Police Department (TX)	CO-Polyc Texas: NIBRS Module	458 W. Main St		Johnson City	TX	78636	Ross		
Llano Municipal Court (TX)	Citation Information	301 W Main St		Llano	TX	78643	Mara		
Llano Police Department (TX)	CO-Polyc Texas: NIBRS Module	123 Llanos		Llano	TX	78643	John		
Llano County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	2001 State Hwy, 16 North	Stie A	Llano	TX	78643		Dudley	Chief
Llano Police Department (TX)	CO-Polyc Texas: NIBRS Module	124 Sunrise Drive		Llano	TX	78643		Morrison	
Llano ISD Police Department (TX)	CO-Polyc Texas: NIBRS Module	1400 Anthony Street		Llano	TX	78643			
Caldwell County Constable Precinct 4 (TX)	Additional Licenses: Setup, Installatio	405 E. Market		Lockhart	TX	78644	AT	James	Constable Pct-4
Caldwell County Constable Precinct 1 (TX)	CO-Polyc Texas: NIBRS Module	405 E. Market		Lockhart	TX	78644		Villareal	
Caldwell County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	1204 Red Oak Dr.		Lockhart	TX	78644			
Caldwell County Constable Precinct 2 (TX)	Admin TLETS Support: CAD: COF	505 E. Farnin		Lockhart	TX	78648		Lane	Sheriff
Manor ISD Police Department (TX)	CO-Polyc Texas: NIBRS Module	10335 US Hwy 290E		Manor	TX	78653			
Burnet County Constable Precinct 3 (TX)	CO-Polyc Texas: NIBRS Module	810 Steve Hawkins Parkway		Marble Falls	TX	78654			
Burnet County Constable Precinct 4 (TX)	CO-Polyc Texas: NIBRS Module	810 Steve Hawkins Parkway		Marble Falls	TX	78654			
Martindale Fire Rescue (TX)	Additional Licenses: Setup, Installatio	111 Lockhart St		Martindale	TX	78655	Chris	Gerner	
Martindale Municipal Court (TX)	Citation Information	PO Box 365	Suite 200	Martindale	TX	78655			
Martindale Police Department (TX)	CO-Polyc Texas: NIBRS Module	409 Main St.	Office located in Hubbard Hall	Martindale	TX	78655	Chief Harv	Chief	
Caldwell County Constable Precinct 3 (TX)	CO-Polyc Texas: NIBRS Module	8675 State Hwy 142		Maxwell	TX	78656			
Texas Commission on Law Enforcement (TX)	CO-Polyc Texas: NIBRS Module	3330 E. Highway 290		Austin	TX	78723			
Southwest Texas Junior College (Unvalde) P	CO-Polyc Texas: NIBRS Module	2401 Garner Field Rd.		Unvalde	TX	78801	Chief Jimmy	Callihan	Chief
Kinney County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	109 North St.		Bracketville	TX	78832			
Crystall City ISD (TX)	CO-Polyc Texas: NIBRS Module	805 E. Crockett Street		Crystall City	TX	78839	Robert	Velasquez	
Crystall City Municipal Court (TX)	Citation Information	101 E Dimmitt St		Crystall City	TX	78839		Rafael B.	
Crystall City Police Department (TX)	CO-Polyc Texas: NIBRS Module	101 E Dimmitt St	PO BOX 2620	Crystall City	TX	78839			
Shackelford County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	309 S. 2nd	PO BOX 838	Sabinal	TX	78881	Chief Jesus	Reves	Chief
Sabinal Police Department (TX)	Citation Information	501 N. Center St.		Sabinal	TX	78881	Sarah	Ranger	
Sabinal Municipal Court (TX)	Citation Information	PO Box 715		Sabinal	TX	78881		Chief Lee	Chief
Flatsboro Police Department (TX)	CO-Polyc Texas: NIBRS Module	205 E. South Main	PO BOX 329	Flatsboro	TX	78941		May	
Lexington Police Department (TX)	CO-Polyc Texas: NIBRS Module	650 Main St		Lexington	TX	78947		Jensend	
Schulenburg ISD (TX)	Campus Safe	512 North St.		Schulenburg	TX	78956	Lisa	Chief Troy	Chief
Schulenburg Police Department (TX)	Citation Information	PO Box 3- 535 S Main		Schulenburg	TX	78956			
Waelder Police Department (TX)	CO-Polyc Texas: NIBRS Module	607 Upton Ave.	PO BOX 151	Waelder	TX	78959		Eric	
Gonzales County Constable Precinct 3 (TX)	CO-Polyc Texas: NIBRS Module	307 Highway 90 West		Waelder	TX	78959		Dodd	
Weimar Municipal Court (TX)	Citation Information	PO Box 67		Weimar	TX	78962			
Weimar ISD (TX)	Campus Safe	506 W Main		Weimar	TX	78962			
Weimar Police Department (TX)	CO-Polyc Texas: NIBRS Module	1754 H-10	PO BOX M	Weimar	TX	78962			
Booker Police Department (TX)	CO-Polyc Texas: NIBRS Module	222 S. Main		Booker	TX	79005		Sheriff Blak	
Hutchinson County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	1400 Vela St	PO BOX 720	Borger	TX	79007		Joe	
Bovina Police Department (TX)	CO-Polyc Texas: NIBRS Module	205 North St.		Bovina	TX	79009		Sims	
Cactus Municipal Court (TX)	COURT-TX	PO Box 365		Cactus	TX	79013	Sue	Annette	Sheriff
Cactus Police Department (TX)	CO-Polyc Texas: NIBRS Module	199 S. US Hwy 287	PO BOX 531	Cactus	TX	79013		Clapp	Sheriff
Hempill County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	401 Purcell Avenue		Claude	TX	79019	Brent	Anderson	
Armstrong County Sheriffs Office (TX)	CAD: CO-Polyc Texas: NIBRS Mo	110 W. 1st St.		Claude	TX	79019	Melissa		
Armstrong County Justice of the Peace Cou	Citation Information	PO Box 539		Claude	TX	79019		Ontreros	Chief
Dimmitt Police Department (TX)	CO-Polyc Texas: NIBRS Module	200 East Jones St.		Dimmitt	TX	79027	Chief Miquel		
Dimmitt Municipal Court (TX)	Citation Information	PO Box 146		Dimmitt	TX	79027		Porter	
Dimmitt ISD Police Department (TX)	CO-Polyc Texas: NIBRS Module	1555 Western Cir Dr		Dimmitt	TX	79027	Joe		
Amartillo College Moore County Campus (TX)	Campus Safe	1220 East		Dimmitt	TX	79029			
Fiona Municipal Court (TX)	Citation Information	155 W 7th		Fiona	TX	79035			
Fiona Police Department (TX)	CO-Polyc Texas: NIBRS Module	521 Euclid Avenue		Fiona	TX	79035			
Liscomb County Sheriffs Office (TX)	CAD: CO-Polyc Texas: JMS; NIBF	155 Oak St.	Box 109	Liscomb	TX	79036	John	Worthington	Sheriff
Roberts County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	1110 S. Main		Miami	TX	79059	Sheriff Bruce	Skindmore	Sheriff
Prine-Morse Consolidated ISD (TX)	Campus Safe	100 South 3th St		Miami	TX	79062			
Roberts County Justice of the Peace Precinct	Citation Information: WARRANTV	160 Duval Rd.		Pampa	TX	79065		Joel	
Gray County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	218 North Russell Street		Pampa	TX	79065		Constable Jason	
Gray County Constable Precinct 1 (TX)	CO-Polyc Texas: NIBRS Module	1148 N. Hobart		Pampa	TX	79065		Constable Joe	
Gray County Constable Precinct 2 (TX)	CO-Polyc Texas: NIBRS Module	PO Box 2049		Perryton	TX	79070	Nick	Yara	Chief of Police
Perryton Police Department (TX)	CO-Polyc Texas: NIBRS Module	21 SE 2nd Ave		Perryton	TX	79070	Terry	Baughard	Chief of Police
Chilchree County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	511 South Ash Street		Perryton	TX	79070	Dwain	Read	Constable
Chilchree County Constable (TX)	CO-Polyc Texas: NIBRS Module	511 S. Jefferson	PO BOX 37	Perryton	TX	79081	James	Ortiz	Chief of Police
Seoaman Police Department (TX)	CO-Polyc Texas: NIBRS Module	30 SW Court		Seoaman--	TX	79081	BTYTHE	Chief Deputy Teddie	"Dee
Hansford County Hospital District (TX)	Campus Safe	707 South Roland Street		Seoaman	TX	79081		Corisa	
Hansford County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	10 NW Court		Seoaman	TX	79081			
Sinnett Police Department (TX)	CO-Polyc Texas: NIBRS Module	609 Mackenzie	PO BOX 188	Sinnett	TX	79083		Richard	
Sherman County Justice of the Peace (TX)	WARRANTV	P.O. Box 342	PO BOX 526	Stratford	TX	79084	Ted	Allen	Sheriff
Stratford Municipal Court (TX)	Citation Information	PO Box 143		Stratford	TX	79084		Varnos	Marshal
Stratford Police Department (TX)	CO-Polyc Texas: NIBRS Module	212 North Poplar St.		Stratford	TX	79084	Victor	Steve	
Sherman County Sheriffs Office (TX)	CAD: CO-Polyc Texas: JMS; NIBF	701 North 3rd Street		Texline	TX	79087		Kristiv	
Texline Municipal Court (TX)	Citation Information	PO Box 150		Texline	TX	79087			
Texline Marshal Office (TX)	CO-Polyc Texas: NIBRS Module	517 S. 2nd Street		Texline	TX	79087			
Tulia ISD Police Department (TX)	CO-Polyc Texas: NIBRS Module	501 Main St		Tulia	TX	79088			
Tulia Police Department (TX)	Admin TLETS Support: CAD: COF	201 N Maxwell Ave		Tulia	TX	79088			
Vespa Municipal Court (TX)	Citation Information	PO Box 470		Vespa	TX	79092	Judoe		
Othman Justice of the Peace Countywide (TX)	Citation Information	PO Box 370	Box 1	Vespa	TX	79092			
Vespa Marshall's Office (TX)	CO-Polyc Texas: Citation Interacti	PO Box 470		Vespa	TX	79092			
Othman County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	105 Main St	Box 1	Wellington	TX	79095	Sheriff Kent	Shawn	
Collinsworth County Sheriffs Office (TX)	CAD: CO-Polyc Texas: JMS; NIBF	800 West Ave.		Wellington	TX	79095		Carler	Sheriff
100th Judicial District Attorney's Office (TX)	CO-Polyc Texas: NIBRS Module	7944 N US Highway 83		Wheeler	TX	79096	Sheriff Johnny	Constable Georgia	Constable
Wheeler County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	590 S. Fillmore	Ste 503	Anarillo	TX	79101		Constable Della	Constable
Potter County Constable Precinct 2 (TX)	CO-Polyc Texas: NIBRS Module	900 South Polk	Ste 413	Anarillo	TX	79101		Constable Scott	Constable
Potter County Constable Precinct 1 (TX)	CO-Polyc Texas: NIBRS Module	900 South Polk		Anarillo	TX	79101		Mike	
Potter County Constable Precinct 4 (TX)	CO-Polyc Texas: NIBRS Module	500 S. Fillmore, Suite 326		Anarillo	TX	79101		Hunter	
Amartillo College Police Department (TX)	CO-Polyc Texas: NIBRS Module	2201 South Washington		Anarillo	TX	79101	Judge Justin	Chief Shade	Chief
Potter County Constable Precinct 3 (TX)	CO-Polyc Texas: NIBRS Module	1365 I-40 West		Anarillo	TX	79124		Sherriff Mike	
Childress Municipal Court (TX)	Citation Information	PO Box 1087		Childress	TX	79201		Shane	
Childress Police Department (TX)	CO-Polyc Texas: NIBRS Module	315 Commerce St.	PO BOX 546	Childress	TX	79201		Brady	Judge
Childress County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	1005 Ave F NE		Childress	TX	79225			
Chillicothe Police Department (TX)	CO-Polyc Texas: NIBRS Module	1405 US Hwy 287	PO BOX 309	Chillicothe	TX	79225	Pam		
Dorley County Justice of the Peace Precinct	Citation Information	PO Box 428		Clarendon	TX	79226			
Dorley County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	301 S. Jefferson		Clarendon	TX	79226			
Foard County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	110 S. Florida		Crowell	TX	79227			
Crowell Municipal Court (TX)	Citation Information	PO Box 250		Crowell	TX	79227	Judge Nancy	Dusty	
Crowell Police Department (TX)	CO-Polyc Texas: NIBRS Module	101 E California	PO BOX 59	Crowell	TX	79227		Stone	
Dickens County Justice of the Peace (TX)	Citation Information	PO Box 70		Dickens	TX	79229	Nancy	Terv	
Dickens County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	519 8th street	PO BOX 8	Dickens	TX	79233		Chief Todd	Chief
Estelina Municipal Court (TX)	Citation Information	507 Burnett Street		Estelina	TX	79233	Pat	White	
Estelina Police Department (TX)	CO-Polyc Texas: NIBRS Module	507 Burnett St.		Estelina	TX	79237			
Dorley County Justice of the Peace Precinct	Citation Information	PO Box 657		Estelina	TX	79244		Robert	
Motley County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	701 Dundee Street	PO BOX 715	Matador	TX	79245		Chief Tim	Chief
Hall Justice of the Peace Precincts 1, 2, and	Citation Information	512 W Main St- Ste 3		Memphis	TX	79245		Sherriff Tom	
Memphis Police Department (TX)	CO-Polyc Texas: NIBRS Module	721 W. Robertson Street		Memphis	TX	79245		Fields	
Hall County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	512 Main St		Memphis	TX	79245		Chief Roper	Chief
Paducah Municipal Court (TX)	Citation Information	PO Box 759		Paducah	TX	79248		Chief Brandon	
Paducah Police Department (TX)	CO-Polyc Texas: NIBRS Module	604 10th St		Paducah	TX	79248			
Petersburg Police Department (TX)	CO-Polyc Texas: NIBRS Module	1524 Main Street		Petersburg	TX	79250			
Hardeman County Sheriffs Office (TX)	CAD: RMS; JMS; CO-Polyc Texas	PO Box 266		Quaneh	TX	79252			
Briscoe County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	415 Main Street		Silverton	TX	79257			
Hall County Justice of the Peace Precinct 4	Citation Information	P.O. Box 1	PO BOX 310	Turkey	TX	79261	Chris	Hack	Judge
Abernathy Municipal Court (TX)	WARRANTV	811 Avenue D		Abernathy	TX	79311	Nadia	Michelliet	
Hale County Constable Precinct 3 (TX)	CO-Polyc Texas: NIBRS Module	P.O. Box 217		Abernathy	TX	79311		Constable Terry	
Abernathy Police Department (TX)	CO-Polyc Texas: NIBRS Module	811 Avenue D		Abernathy	TX	79311	Dwaine	Water	
Crosbyton Police Department (TX)	CO-Polyc Texas: NIBRS Module	121 S. Main St		Crosbyton	TX	79322		George	
Crosby County Sheriffs Office (TX)	CAD: CO-Polyc Texas: JMS; NIBF	121 S. Main St		Crosbyton	TX	79322			
Farwell Municipal Court (TX)	Citation Information	100 9th St.	PO BOX 338	Farwell	TX	79325		Chief Larry	Chief
Farwell Police Department (TX)	CO-Polyc Texas: NIBRS Module	100 Ninth Street		Farwell	TX	79325		Michael	
New Deal Police Department (TX)	CO-Polyc Texas: NIBRS Module	404 Monroe Ave	PO BOX 126	New Deal	TX	79350			
O'Donnell Police Department (TX)	CO-Polyc Texas: NIBRS Module	615 6th St.		Donnell	TX	79351			
Yoakum County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	1405 St Rd 214	PO BOX 189	Plains	TX	79355		Robert	
Roses ISD Police Department (TX)	CO-Polyc Texas: NIBRS Module	304 Ranch Street		Rosesville	TX	79358		Ron	
Seagraves Municipal Court (TX)	COURT-TX	PO Box 37		Seagraves	TX	79359	Calvin	Sellers	
Seagraves Police Department (TX)	CO-Polyc Texas: NIBRS Module	246 Main Street	Rt. 1 Box 805	Seagraves	TX	79359		Romeo	
Gaines County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	301 E. Ave A		Seminole	TX	79360	Guisela	Narvaez	
Station ISD Police Department (TX)	CO-Polyc Texas: NIBRS Module	140 E. Parlane St.		Station	TX	79364			
White River Water District Police Department	CO-Polyc Texas: NIBRS Module	2880 FM 2794		Sour	TX	79370	Chief Jimmv	Isbell	Chief
Sour Municipal Court (TX)	Citation Information	402 N. Burlington		Spur	TX	79370		Chief Robert	Chief
Sour Police Department (TX)	CO-Polyc Texas: NIBRS Module	402 N. Burlington		Sour	TX	79370		Mason	Sheriff
Lynn County Sheriffs Office (TX)	CAD: CO-Polyc Texas: JMS; NIBF	810 Lockwood St	PO BOX 295	Tahoka	TX	79373	Sheriff Wanda	Jeffery	
Tahoka Police Department (TX)	Citation Information	PO Box 300		Tahoka	TX	79373		Frank	Chief
First National Bank of Fort Stockton (TX)	Campus Safe	1000 W Dickinson Blvd.		Tahoka	TX	79373	Dan C	Chief Chris	
Whiteface CISD Police Department (TX)	CO-Polyc Texas: NIBRS Module	401 Antelope Boulevard		Whiteface	TX	79379			
New Home ISD Police Department (TX)	CO-Polyc Texas: NIBRS Module	225 Main St		New Home	TX	79381			
Wofforth Police Department (TX)	CO-Polyc Texas: NIBRS Module	302 Main St		Wofforth	TX	79382		Rick E.	
Libbuck County Constable Precinct 1 (TX)	CO-Polyc Texas: NIBRS Module	904 Broadway Suite 120	PO BOX 10536	Libbuck	TX	79401			
Anson Police Department (TX)	CO-Polyc Texas: NIBRS Module	134 Commercial Ave		Anson	TX	79501	Chief Coy	Sanchez	Chief
Jones County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	422 2nd Street	PO BOX 821	Anson	TX	79501	Carroll	Barvo	Chief
Stard Municipal Court (TX)	Citation Information	416 S. Jefferson	PO BOX 388	Aspermont	TX	79502		Sheriff Bill	Sheriff
Callahan County Sheriffs Office (TX)	CAD: CO-Polyc Texas: JMS; NIBF	328 Market St		Aspermont	TX	79504		Eric	Phchack
Barid City Marshall's Office (TX)	CAD: CO-Polyc Texas: NIBRS Module	101 West 4th Ste. 104	432 Market St.	Barid	TX	79504			
Knox County Sheriffs Office (TX)	CO-Polyc Texas: NIBRS Module	415 Chestnut St.	PO BOX 257	Barid	TX	79504		Hunter	Sheriff
Knox County Sheriffs Office (TX)	CO-Pol								

Crane Police Department (TX)	CAD: COPvnc Texas: NIBRS Mo	115 W. 6th St.	PO Box 1175	Crane	TX	79731	Jason	Little	Chief
Crane County Sheriff's Office (TX)	COPvnc Texas: NIBRS Module: I	201 W. 6th		Crane	TX	79731		Andrew R.	
Forsan ISD (TX)	Campus Safe	411 West 6th St		Forsan	TX	79733	Shaun	McVicar	
Pecos Justice of the Peace Precinct 1 Place	Citation Integration	200 S Nelson		Fort Stockton	TX	79735	Judge Ruben	Salinas	
Pecos County of (TX)	Campus Safe	103 W. Callaghan		Fort Stockton	TX	79735			
Fort Stockton Municipal Court (TX)	Citation Integration	121 W 2nd		Fort Stockton	TX	79735			
Fort Stockton ISD (TX)	Campus Safe	101 West Division	PO Box 1647	Fort Stockton	TX	79735			
Pecos County Sheriff's Office (TX)	COPvnc Texas	1774 N. Hwy 285		FL Stockton	TX	79735			
Fort Stockton Police Department (TX)	COPvnc Texas: NIBRS Module: I	1710 N Front Street		Fort Stockton	TX	79735			
Borden County Sheriff's Office (TX)	COPvnc Texas: NIBRS Module: I	140 E. Wilbourn Ave.	PO Box 115	Gail	TX	79738	Steve		
Glasscock County Justice of the Peace Co	Citation Integration	PO Box 81		Garden City	TX	79739			
Glasscock County Sheriff's Office (TX)	COPvnc Texas: NIBRS Module	117 E. Currie	PO Box 239	Garden City	TX	79739			
Pecos Justice of the Peace Precinct 4 Place	Citation Integration	PO Box 336		Imperial	TX	79743	Deborah	Braden	
Pecos Justice of the Peace Precinct 3 Place	Citation Integration	PO Box 364		Irwin	TX	79744			
Kermit Police Department (TX)	CAD: COPvnc Texas: NIBRS Mo	110 S. Tornillo		Kermit	TX	79745	Luwana	Dingle	
Kermit ISD (TX)	COPvnc Texas	601 S. Polaris St		Kermit	TX	79745		Gabe	
Winkler County Sheriff's Office (TX)	COPvnc Texas: NIBRS Module	1300 South Bellaire St	PO Box 216	Mentone	TX	79745			
Loving County Justice of the Peace (TX)	Citation Integration: WARRANT	324 Dallas St	PO Box 194	Mentone	TX	79754	Phyllis	Young	
Loving County Constable Office Precinct 1	COPvnc Texas	100 Bell Street	PO Box 104	Mentone	TX	79754	Constable Brandon	Jones	Constable
Loving County Sheriff's Office (TX)	COPvnc Texas: NIBRS Module	114 West Collins Ave		Odessa	TX	79761		Chris	
Ector County Hosotal District Police Deaprt	COPvnc Texas: NIBRS Module	500 W 4th St		Odessa	TX	79762		Chief Tom	Chief
University of Texas Permian Basin Police De	COPvnc Texas: CAD: RMS	4901 East University Blvd Rm 479	PO Box 27	Rankin	TX	79778	Sara	Brown	Sheriff
Upton County Sheriff's Office (TX)	CAD: COPvnc Texas: NIBRS Mo	1108 N. Grand		Sheffield	TX	79781	Donna	Wooten	Judge
Pecos County Justice of the Peace Precinct	Citation Integration	PO BOX 480		Wink	TX	79789	Chief Jose	Soltero	Chief
Wink Police Department (TX)	COPvnc Texas: NIBRS Module: I	213 East Hendricks Blvd	PO Box 397	Alpine	TX	79830	Darrell	Losoya	Chief
Alpine Police Department (TX)	AN/A/L: CAD: COPvnc Texas: N	309 W. Sul Ross Avenue	ATTN: Chief Scoon	Alpine	TX	79830			
Alpine ISD (TX)	Campus Safe	704 Sul Ross Avenue		Alpine	TX	79830	Ronny	Dodson	Sheriff
Brewster County Sheriff's Office (TX)	CAD: COPvnc Texas: JMS: NIBF	201 W Ave E		Alpine	TX	79843			
Marfa Municipal Court (TX)	Citation Integration	PO Box 787		Marfa	TX	79843			
Presidio County Sheriff's Office (TX)	COPvnc Texas: NIBRS Module	320 N Highland	PO Box V	Marfa	TX	79843		Joel	
Marfa Police Department (TX)	COPvnc Texas: NIBRS Module	113 S. Highland Ave		Marfa	TX	79843		Estevan	
Presidio Municipal Court (TX)	Citation Integration	PO Box 1899		Presidio	TX	79845			
Presidio ISD (TX)	Campus Safe	100 Market St	PO Box 1401	Presidio	TX	79845			
Presidio Police Department (TX)	COPvnc Texas: NIBRS Module	501 E O'Reilly St	PO Box 1999	Presidio	TX	79845		Chief Marqarto	Chief
Presidio ISD Department of Public Safety (T	COPvnc Texas: RMS	701 East Market St	PO Box 1401	Presidio	TX	79845	Joel	Nunez	Chief
Terrell County Justice of the Peace Precinct	COURTsync	PO Box 368		Sanderson	TX	79848	Shelly	Cleveland	
Terrell County Justice of the Peace Precinct	Citation Integration	105 E Hackberry Street	PO Box 313	Sanderson	TX	79848	Corina	Arredondo	
Terrell County Sheriff's Office (TX)	COPvnc Texas: NIBRS Module	105 E Hackberry	PO Box 320	Sanderson	TX	79848		Sheriff Santiago **Sandwaq	Sheriff
Hudspeth County Constable Precinct 3 (TX)	Campus Safe	109 Millican St		Sierra Blanca	TX	79851	Carlos	Chacarro	Constable
Terlingua Common School District (TX)	Campus Safe	P O Box 256		Terlingua	TX	79852	Reagan	Reed	Superintendent
Blackwater Public Safety (CA)	CAD: RMS: COPvnc	16029 Arrow Hwy Suite A		Irwindale	CA	91706	Matthew Giaba		Owner
San Luis Obispo County Sheriff's Office (CA	CAD to CAD	1545 Kansas Ave		San Luis Obispo	CA	93408			
Placer County Procurement (CA)	CAD to CAD	2662 Richardson Drive		Auburn	CA	95603			
University of Louisiana at Lafayette Police D	COPvnc Lite	PO Box 43057		Lafayette	LA	70504-3557			
Office of Inspector General (LA)	COPvnc Lite	PO Box 94095		Baton Rouge	LA	70804-9095			
Alexandria Police Department (LA)	COPvnc Texas: COPvnc Lite	202 Vernon Stevens Blvd		Alexandria	LA	71309-0071			
Vidalia Police Department (LA)	COPvnc Texas: NIBRS Module	119 W Main St.	Ste 106	Vidalia	LA	71373-0001	Joey Merrill		Chief of Police
Winn Parish Sheriff's Office (LA)	COPvnc Texas: NIBRS Module	2309 Main St.	PO Box 490	Winnfield	LA	71438-3201			
Caddo Mills Police Department (TX)	COPvnc Texas: NIBRS Module	PO Box 197		Caddo Mills	TX	75135-0490	Kimbre	Collier	Chief
Alba Police Department (TX)	COPvnc Texas: NIBRS Module	155 West Main	PO Box 899	Alba	TX	75410-0197		Juan	
Hallsville Police Department (TX)	CAD: COPvnc Texas: NIBRS Mo	101 E. Hamilton	PO Box 546	Hallsville	TX	75650-0899			
Olney Police Department (TX)	COPvnc Texas: NIBRS Module	425 S. 2nd Street	PO Box 3248	OLNEY	TX	76374-0546		Chief Dan	Chief
Albany Police Department (TX)	COPvnc Texas: NIBRS Module	100 E. San Saba	PO Box 280	Albany	TX	76430-0565	Eric	Hemphill	
Lometa Police Department (TX)	COPvnc Texas: NIBRS Module	17374 State Highway 36 South		Lometa	TX	76653-0280		Chief Melissa	Chief
Somerville Police Department (TX)	Citation Integration	213 N. Clark	PO Box 159	Somerville	TX	77879-0159		Chief Jake	Chief
Benavides Municipal Court (TX)	Citation Integration	314 Mercer St	P O. Box R1	Benavides	TX	78341-0219	Traycee	Garcia	
Hardeman County Justice of the Peace Cou	CAD: COPvnc Texas: NIBRS Mo	201 W. 3rd	PO Box 912	Quannah	TX	79252-0607		Stephens	Chief
Colorado City Police Department (TX)				Colorado City	TX	79512-0912	Joseph		

Schedule 1.1(c)

Assumed Indebtedness

1. None.

Schedule 1.1(d)

Net Working Capital Methodology

[Please see attached.]

Kologik NWC Analysis
Trended BS Accounts

(\$ in USD)

Trended BS Accounts

		As of 6/3/24 (Final)		
		Est. Cash & Debt	Est. NWC	Total
Cash at Close				
10000 Cash:Iberia- (7497) Kologik Operating Acct		-	-	-
10001 Cash:Iberia - (4662) ACH PYMT Account		-	-	-
10003 Cash:Iberia - (3881) COPSsync Deposit Acct		-	-	-
10100 Cash:MRB Operating Account		-	-	-
10101 Cash:MRB Cash Collateral		\$118	-	\$118
10200 Cash:NOVO - Checking		\$5	-	\$5
10300 Cash:Hancock Whitney Operating Account		\$512	-	\$512
1072 Cash:Bill.com Money Out Clearing		-	-	-
12100 Undeposited Funds		-	-	-
Total		\$636	-	\$636
Check to KPMG		(\$1)		(\$1)
Acquired Operating Assets				
12000 Accounts Receivable		-	\$1,287	\$1,287
12250 Other Current Assets:Accrued Revenue		-	\$70	\$70
12650.1 Prepaid Expense:Prepaid Legal Expense		-	-	-
12650.2 Prepaid Expense:Prepaid Software Licenses		-	\$53	\$53
12650.3 Prepaid Expense:Prepaid Insurance		-	\$4	\$4
12650.4 Prepaid Expense:Prepaid Dues and Subscriptions		-	-	-
12650.5 Prepaid Expense:Prepaid Other		-	-	-
12650.6 Prepaid Expense:Prepaid Commissions		-	-	-
12650.7 Prepaid Expense:Prepaid Expenses		-	\$109	\$109
12652 Prepaid Expense:Prepaid Subscriptions		-	\$35	\$35
Total Assets Acquired		-	\$1,560	\$1,560
Check to KPMG			-	-
Assumed Operating Liabilities				
21000 Accounts Payable	ADP	-	-	-
21000 Accounts Payable	3Cloud Llc	-	-	-
21000 Accounts Payable	Gray Robinson	-	-	-
21000 Accounts Payable	State Capitol Solutions LLC	-	-	-
21000 Accounts Payable	Cybertech Systems And Software Inc.	-	-	-
21000 Accounts Payable	Emburse Inc	-	-	-
21000 Accounts Payable	Texas School District Police Chiefs' As	-	-	-
21000 Accounts Payable	Twilio Inc	-	-	-
21000 Accounts Payable	Synnex Corporation	-	(\$30)	(\$30)
21000 Accounts Payable	Microsoft Corporation	-	(\$26)	(\$26)
21000 Accounts Payable	BeyondTrust Corporation	-	-	-
21000 Accounts Payable	Sparc LLC	-	(\$3)	(\$3)
21000 Accounts Payable	Louisiana Police Chiefs Association	-	-	-
21000 Accounts Payable	First Insurance Funding Corp.	-	-	-
21000 Accounts Payable	Buy Board	-	-	-
21000 Accounts Payable	Steven Oubre	-	(\$2)	(\$2)
21000 Accounts Payable	CommSys Inc	-	-	-
21000 Accounts Payable	Fusion	-	-	-
21000 Accounts Payable	Atmos Energy	-	-	-
21000 Accounts Payable	Supply Concepts Inc.	-	-	-
210503 Chase Credit Cards:R. Wolf	Chase Credit Cards:R. Wolf	-	-	-
22300 Accrued Expense:Accrued Expenses	Accrued Expenses	-	-	-
22001 Payroll Liabilities:Accrued Payroll	Payroll Liabilities:Accrued Payroll	-	(\$180)	(\$180)
22002 Payroll Liabilities:Accrued Commissions	Payroll Liabilities:Accrued Commission	-	(\$8)	(\$8)
22030 Payroll Liabilities:Medical	Payroll Liabilities:Medical	-	-	-
22031 Payroll Liabilities:Dental	Payroll Liabilities:Dental	-	-	-
22032 Payroll Liabilities:Vision	Payroll Liabilities:Vision	-	-	-
22045 Payroll Liabilities:Garnishment Payable	Payroll Liabilities:Garnishment Payable	-	-	-
22050 Payroll Liabilities:401K Employee Contributions	Payroll Liabilities:401K Employee Cont	-	-	-
Karie payable		-	-	-
Total		-	(\$249)	(\$249)
Check to KPMG		-	(\$806)	-
Deferred Revenue				
25000 Deferred Revenue-Parent:Deferred Revenue		-	(\$4,030)	(\$4,030)
Check to KPMG		-	-	-
Total Liabilities Assumed		-	(\$4,280)	(\$4,280)
Check to KPMG			-	-
Net Working Capital Assumed		\$636	(\$2,720)	(\$2,084)
Check to KPMG				
Adjustment for Cost to Service Deferred Revenue	20.0%	-	(\$3,224)	(\$3,224)
Adj. Net Working Capital Assumed		\$636	\$504	\$1,141
Check				

Schedule 10.3

Appeals

1. Appeals relating to whether the Purchased Assets may be sold to Purchaser free and clear of a Lien that is in excess of \$500,000.
2. Appeals relating to whether a Purchased Asset may be assumed by Seller and assigned to Purchaser if such Purchased Asset represents annual revenue in excess of \$500,000.
3. Appeals relating to whether the Purchased Assets may be sold to Purchaser free and clear of any purchase options, including any purchase option arising under the Salamander Agreement.

Schedule 11.3

Allocation

Class	Allocation of Purchase Price
I (cash, demand deposits, etc.)	Dollar value.
II (marketable stock, government securities, etc.)	Fair market value as of the Closing Date
III (accounts receivables, certain debt instruments, etc.)	Book value as set forth on the balance sheet as of the Closing Date
IV (inventory, etc.)	Book value as set forth on the balance sheet as of the Closing Date
V (assets other than Class I, II, III, IV, VI, or VII assets)	Book value as set forth on the balance sheet as of the Closing Date
VI (§197 intangibles other than goodwill and going concern value)	Book value as set forth on the balance sheet as of the Closing Date
VII (goodwill and going concern value)	Remainder of the purchase price after allocating among all other asset classes above

DISCLOSURE SCHEDULES
TO THE
ASSET PURCHASE AGREEMENT
BY AND AMONG
KOLOGIK SOFTWARE, INC.,
as Purchaser,
AND
KOLOGIK LLC, KOLOGIK CAPITAL, LLC, KOLOGIK CAPITAL II, LLC, AND
KOLOGIK TECHNOLOGIES, LLC,
as Sellers

Dated as of April 23, 2024

These Disclosure Schedules (these “Schedules”) are being provided by Kologik LLC, a Louisiana limited liability company (“Kologik”), Kologik Capital, LLC, a Louisiana limited liability company (“Capital”), Kologik Capital II, LLC, a Louisiana limited liability company (“Capital II”) and Kologik Technologies, LLC, a Delaware limited liability company (“Kologik Technologies” and, together with Kologik, Capital and, Capital II collectively “Seller”) pursuant to the Asset Purchase Agreement (the “Agreement”) by and among Seller, Kologik Software, Inc., a Delaware corporation (“Purchaser”) and, solely for purposes of Section 12.10 of the Agreement, Project Sentinel Purchaser, LLC, a Delaware limited liability company. Unless otherwise indicated, capitalized terms used but not otherwise defined in these Schedules have their respective meanings set forth in the Agreement. Headings in these Schedules are for convenience of reference only and shall not affect the disclosures contained therein. Any reference in a particular Section of these Schedules shall be deemed to be an exception to, or, as applicable, a disclosure for purposes of (a) the representations and warranties (or covenants, as applicable) of Seller that are contained in the corresponding Section of the Agreement and (b) any other representations and warranties (or covenants, as applicable) of Seller contained in the Agreement (regardless of the absence of an express reference or cross reference in a particular Section of the Agreement or a particular Section of these Schedules), but only if the relevance of that reference as an exception to (or a disclosure for purposes of) such representations and warranties (or covenants, if applicable) would be reasonably apparent on its face to a reasonable person who has read that reference and such representations and warranties (or covenants, as applicable), without any independent knowledge on the part of the reader regarding the matter so disclosed. The inclusion of any information in these Schedules shall not be deemed an admission or acknowledgement by Seller to any third party of any matter whatsoever (including any violation of applicable Law or breach of Contract). In disclosing the information in these Schedules, Seller does not expressly waive any attorney-client privilege associated with any such information or any protection afforded by the “work product doctrine” with respect to any of the matters disclosed or discussed therein. No disclosure of any matter contained these Schedules will create an implication that such matter meets any standard of materiality (it being further understood and agreed that matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected in these Schedules, which additional matters are included for informational purposes only and do not necessarily include other matters of a similar nature, nor will the inclusion of any item be construed as implying that any such item is “material” for any purpose). The disclosure of information in these Schedules is intended solely to provide information that is necessary to constitute the content of, or an exception to, a representation or warranty of Seller contained in the Agreement.

LIST OF SCHEDULES

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Schedule 5.21(a)	Banks
Schedule 5.21(b)	Powers of Attorney
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Schedule 5.22(d)	Key Customers and Key Vendors – No Actions

Schedule 5.1(d)
Subsidiaries

1. Kologik Financing Partners, LLC was a majority owned subsidiary of Kologik that was dissolved in 2022.

Schedule 5.4(a)
Financial Statements

See Exhibit 5.4(a) attached hereto and incorporated herein.

Kologik LLC**Balance Sheet**

As of December 31, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash	
10000 Iberia- (7497) Kologik Operating Acct	5.01
10001 Iberia - (4662) ACH PYMT Account	223.61
10003 Iberia - (3881) COPsync Deposit Acct	0.00
10100 MRB Operating Account	136,295.01
10101 MRB Cash Collateral	25,399.50
1072 Bill.com Money Out Clearing	0.00
Total 1000 Cash	161,923.13
Total Bank Accounts	\$161,923.13
Accounts Receivable	
12000 Accounts Receivable	923,954.93
Total Accounts Receivable	\$923,954.93
Other Current Assets	
12010 Other Current Assets	
12020 Disputed Receivables	0.00
12050 Claims Receivable	180,000.00
12250 Accrued Revenue	56,736.98
12300 Deposits	0.00
12340 Loan Receivable - Riva Ridge Masters	0.00
12350 Due from J Smith Thomas	0.00
12450 Loan to Kologik Financing Part.	0.00
12451 Loan to COPSYNC	0.00
12500 Due from Employee	73,442.22
12600 Travel Advance	0.00
12625 Retainage Receivable	0.00
16200 Security Deposits	13,605.33
Unassociated Payments	0.00
Uncategorized Asset	0.00
Total 12010 Other Current Assets	323,784.53
12100 Undeposited Funds	0.00
12650 Prepaid Expense	
12650.1 Prepaid Legal Expense	0.00
12650.2 Prepaid Software Licenses	1,047.37
12650.3 Prepaid Insurance	17,859.00
12650.4 Prepaid Dues and Subscriptions	0.00
12650.5 Prepaid Other	0.00
12650.6 Prepaid Commissions	56,340.00
12650.7 Prepaid Expenses	222,929.02
Total 12650 Prepaid Expense	298,175.39
12651 Capitalized Patent Defense Cost	2,055,178.23
Total Other Current Assets	\$2,677,138.15

	TOTAL
Total Current Assets	\$3,763,016.21
Fixed Assets	
1500 Fixed Assets	
15000 Furniture and Fixtures	77,054.75
15025 Computer Hardware	162,728.26
15050 Website Design and Development	54,511.01
16000 Total Accumulated Depreciation	
16010 Accumulated Depreciation - Furniture and Fixtures	-36,001.71
16020 Accumulated Depreciation - Computer Equipment	-56,899.34
16030 Accumulated Depreciation - Website Design and Development	-54,817.01
Total 16000 Total Accumulated Depreciation	-147,718.06
Total 1500 Fixed Assets	146,575.96
1510 Goodwill-Parent	
15100 Goodwill	3,014,030.00
15125 COPsync Estate - Goodwill	1,655,417.00
15130 Making Sense - Goodwill	600,000.00
Total 1510 Goodwill-Parent	5,269,447.00
1600 Intangibles	
15200 Loan Origination Fees.	155,175.00
15300 TAL - Customer Contracts	683,800.00
15325 TAL - Customer Relationships	5,100.00
15330 TAL - Tradenames	24,732.00
15335 TAL - Software Licenses	947,770.00
15340 TAL - Trademarks	393,268.00
15500 CoPsync Estate- LT Customer Contracts	633,400.00
15550 COPsync Estate- ST Customer Contracts	29,600.00
15600 COPsync Estate- Patents	1,234,639.00
15650 Murphy Tech- Intellectual Property	72,830.00
15700 Murphy Tech- Acquired Contracts	220,000.00
15750 COPsync Trademarks	315,000.00
16100 Accumulated Amortization	
16011 Accumulated Amortization - Intellectual Property	-72,830.11
16012 Accumulated Amortization - Patents	-174,348.92
16013 Accumulated Amortization - Customer Contracts	-1,357,777.36
16025 Accumulated Amortization - Customer Relationships	-5,100.00
16035 Accumulated Amortization - Software Licenses	-663,438.88
16040 Accumulated Amortization - TAL Acquired Tradenames	-24,732.00
16045 Accumulated Amortization - Loan Fees	-63,615.00
Total 16100 Accumulated Amortization	-2,361,842.27
Total 1600 Intangibles	2,353,471.73
Total Fixed Assets	\$7,769,494.69
Other Assets	
17000 Other Assets	
17100 FNBC Note	0.00
17200 Thinkstream Credit Bid	0.00
17300 COPSync Dominion Note	0.00
17400 Assets from Murphy Technologies	0.00
17500 Assets from COPsync Estate	0.00
17501 Assets from COPsync - NIBRS Code	0.00

	TOTAL
Total 17000 Other Assets	0.00
1800 Notes Receivable, LT Balance	
18001 Loan to COPsync Estate	0.00
Total 1800 Notes Receivable, LT Balance	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$11,532,510.90
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
21000 Accounts Payable	2,005,164.80
Total Accounts Payable	\$2,005,164.80
Credit Cards	
21050 Chase Credit Cards	
210501 P. Soucie	28,215.24
210502 K. Condellire	259,931.31
210503 R. Wolf	-429,149.51
210504 J. David	100,905.20
210505 T. Jones	35,477.59
210506 K. Wohlgemuth	1,533.18
210507 F. Bachabi	7,978.18
Total 21050 Chase Credit Cards	4,891.19
Total Credit Cards	\$4,891.19
Other Current Liabilities	
2100 RP Notes Payable	
21005 Accrued Interest Payable	6,730.00
21200 Due to Inter-company Party	0.00
21210 Due to J Smith Thomas	41,500.00
21214 Inter-company interest payable	0.00
21215 COPsync Estate Loan - JST	338,735.00
212151 COPsync Estate Loan - JST - Accred Interest	189,133.52
Total 21215 COPsync Estate Loan - JST	527,868.52
21216 COPsync Estate Loan - OS	248,342.00
212161 COPsync Estate Loan - OS - Accred Interest	142,905.37
Total 21216 COPsync Estate Loan - OS	391,247.37
21217 COPsync Estate Loan - LAFactor	154,781.00
212171 COPsync Estate Loan - LAFactor - Accred Interest	116,068.60
Total 21217 COPsync Estate Loan - LAFactor	270,849.60
21218 COPsync Estate Loan - Dominion Capital	0.00
21219 COPsync Estate Loan - MF	0.00
21220 Due to Venturespire	714,917.52
212201 Due to Venturespire - Accrued Interest	245,669.77
Total 21220 Due to Venturespire	960,587.29
21221 Due to Venturespire - 2022 Note	640,000.00
212211 Due to Venturespire - 2022 Note Accrued Interest	5,786.30
212212 Due to Venturespire - 2022 Note Discount	0.00
Total 21221 Due to Venturespire - 2022 Note	645,786.30
21230 Due to Ryan Morales	0.00

	TOTAL
21240 Due to Affiliate - Menda Tech	0.00
21301 Due to TSB - 2022 Consolidated Note	6,240,564.60
213011 Due to TSB - 2022 Consolidated Note - Accrued Interest	356,370.96
Total 21301 Due to TSB - 2022 Consolidated Note	6,596,935.56
Total 21200 Due to Inter-company Party	9,434,774.64
21225 Ob Soonthornsima	0.00
21226 Due to Walter Morales	0.00
21300 Due to TSB	0.00
21310 Accrued Interest - Due to TSB	0.00
21320 Accrued Interest - Class A Note	0.00
Total 21300 Due to TSB	0.00
27040 Dominion loan	0.00
27041 Dominion - Interest Payable	0.00
Total 27040 Dominion loan	0.00
27050 LAFactor	293,075.00
27051 LAFactor - Interest Payable	265,366.54
Total 27050 LAFactor	558,441.54
27120 Manada Bridge - MRB	0.00
27125 JOMT Payable	32,270.40
27200 N/P - TSB	0.00
27201 TSB - Dominion Close Out	0.00
Total 27200 N/P - TSB	0.00
27220 N/P - Acquired COPsync Acquisition	0.00
28000 TSB Class A Note	0.00
28001 Unamortized Discount	-427,252.00
Total 2100 RP Notes Payable	9,604,964.58
2200 Accrued Expense	
22300 Accrued Expenses	170,726.92
Total 2200 Accrued Expense	170,726.92
22000 Payroll Liabilities	
22001 Accrued Payroll	546,145.22
22002 Accrued Commissions	66,587.00
22030 Medical	0.00
22031 Dental	0.00
22032 Vision	0.00
22045 Garnishment Payable	0.00
22050 401K Employee Contributions	0.00
Total 22000 Payroll Liabilities	612,732.22
2300 Other Current Liabilities	
21001 O/S Checks	0.00
23000 Contingency Payable	0.00
Total 2300 Other Current Liabilities	0.00
2500 Deferred Revenue-Parent	
22100--HTB Deferred Revenue - HTB	0.00
25000 Deferred Revenue	3,664,688.72
Total 2500 Deferred Revenue-Parent	3,664,688.72
2700 Short-Term Debt Balance	
21250 Riva Ridge Masters	5,500,000.00
21251 Riva Ridge Masters - Accrued Interest	1,207,364.41

	TOTAL
Total 21250 Riva Ridge Masters	6,707,364.41
21260 PayPal Loan	83,617.03
21261 PayPal Loan - Accrued Interest	3,752.51
Total 21260 PayPal Loan	87,369.54
27015 Notes Payable - Insurance	0.00
27060 Due to B Kelly	0.00
27061 Accrued Interest - B Kelly	55,000.00
Total 27060 Due to B Kelly	55,000.00
27110 Term Loan - MRB	505,763.14
27130 Due to Lender	0.00
37011 PPP Loan	0.00
37012 PPP Loan 2	0.00
Total 2700 Short-Term Debt Balance	7,355,497.09
2710 Line of Credit	
22101 LOC - Mississippi River Bank - HTB	0.00
22102 Term Loan - MRB. - HTB account	0.00
27100 AR Line of Credit - MRB	626,731.49
Total 2710 Line of Credit	626,731.49
Total Other Current Liabilities	\$22,035,341.02
Total Current Liabilities	\$24,045,397.01
Long-Term Liabilities	
2800 Notes Payable, LT	
21112 Due to Sean Murphy	236,207.00
27009 Unamortized Deferred Financing Costs	9,060.00
27221 COPsync Purchase Cash Payable	0.00
Total 2800 Notes Payable, LT	245,267.00
Total Long-Term Liabilities	\$245,267.00
Total Liabilities	\$24,290,664.01
Equity	
30000 Opening Balance Equity	-1,429.37
32000 Retained Earnings	-9,119,944.17
34000 Capital	0.00
34001 TSB Ventures LLC - Class A	0.00
34002 TSB Ventures LLC	0.00
34003 J Smith Thomas	0.00
34004 Matthew Teague	0.00
34004.1 TSB Ventures LLC - Class A.	0.00
34005 Manada	1,477,347.05
34006 Partner Distributions - COPsync Estate	0.00
34007 Class B - Membership	0.00
34008 Class C - Membership Interest	0.00
34100 COPsync Estate Loan	
34110 JST Contribution	0.00
34120 OS Contribution	0.00
34130 LAF Contribution	0.00
34140 Dominion Contribution	0.00
34150 MF Contribution	0.00
Total 34100 COPsync Estate Loan	0.00
48215 Owner Contributions.	0.00

	TOTAL
99999 Equity Suspense	0.00
Net Income	-5,114,126.62
Total Equity	\$ -12,758,153.11
TOTAL LIABILITIES AND EQUITY	\$11,532,510.90

Kologik LLC**Balance Sheet**

As of December 31, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash	
10000 Iberia- (7497) Kologik Operating Acct	5.01
10001 Iberia - (4662) ACH PYMT Account	0.00
10003 Iberia - (3881) COPSsync Deposit Acct	0.00
10100 MRB Operating Account	0.01
10101 MRB Cash Collateral	107,028.09
10200 NOVO - Checking	5,668.28
10300 Hancock Whitney Operating Account	356,113.72
1072 Bill.com Money Out Clearing	0.00
Total 1000 Cash	468,815.11
XXXXX8920 - 6	0.00
Total Bank Accounts	\$468,815.11
Accounts Receivable	
12000 Accounts Receivable	1,306,974.29
Total Accounts Receivable	\$1,306,974.29
Other Current Assets	
12010 Other Current Assets	40.00
12020 Disputed Receivables	0.00
12050 Claims Receivable	180,000.00
12060 Other Receivables	5,838.62
12250 Accrued Revenue	67,495.32
12300 Deposits	0.00
12340 Loan Receivable - Riva Ridge Masters	0.00
12350 Due from J Smith Thomas	0.00
12450 Loan to Kologik Financing Part.	0.00
12451 Loan to COPSsync	0.00
12500 Due from Employee	88,387.22
12600 Travel Advance	0.00
12625 Retainage Receivable	0.00
16200 Security Deposits	3,918.00
Unassociated Payments	-40.00
Uncategorized Asset	0.00
Total 12010 Other Current Assets	345,639.16
12100 Undeposited Funds	1,920.00
12650 Prepaid Expense	
12650.1 Prepaid Legal Expense	0.00
12650.2 Prepaid Software Licenses	2,545.76
12650.3 Prepaid Insurance	8,059.00
12650.4 Prepaid Dues and Subscriptions	0.00
12650.5 Prepaid Other	0.00
12650.6 Prepaid Commissions	4,695.00

	TOTAL
12650.7 Prepaid Expenses	157,115.74
12652 Prepaid Subscriptions	15,828.75
Total 12650 Prepaid Expense	188,244.25
12651 Capitalized Patent Defense Cost	2,266,973.98
Total Other Current Assets	\$2,802,777.39
Total Current Assets	\$4,578,566.79
Fixed Assets	
1500 Fixed Assets	
15000 Furniture and Fixtures	14,174.32
15025 Computer Hardware	147,730.88
15050 Website Design and Development	54,511.01
16000 Total Accumulated Depreciation	
16010 Accumulated Depreciation - Furniture and Fixtures	-14,174.32
16020 Accumulated Depreciation - Computer Equipment	-62,801.29
16030 Accumulated Depreciation - Website Design and Development	-54,511.01
Total 16000 Total Accumulated Depreciation	-131,486.62
Total 1500 Fixed Assets	84,929.59
1510 Goodwill-Parent	
15100 Goodwill	3,014,030.00
15125 COPsync Estate - Goodwill	1,655,417.00
15130 Making Sense - Goodwill	600,000.00
Total 1510 Goodwill-Parent	5,269,447.00
1600 Intangibles	
15200 Loan Origination Fees.	305,175.00
15300 TAL - Customer Contracts	683,800.00
15325 TAL - Customer Relationships	5,100.00
15330 TAL - Tradenames	24,732.00
15335 TAL - Software Licenses	947,770.00
15340 TAL - Trademarks	393,268.00
15500 CoPsync Estate- LT Customer Contracts	633,400.00
15550 COPsync Estate- ST Customer Contracts	29,600.00
15600 COPsync Estate- Patents	1,234,639.00
15650 Murphy Tech- Intellectual Property	72,830.00
15700 Murphy Tech- Acquired Contracts	220,000.00
15750 COPsync Trademarks	315,000.00
15800 Alen Acquisition Intellectual Property	63,230.00
16100 Accumulated Amortization	-10,538.32
16011 Accumulated Amortization - Intellectual Property	-72,830.00
16012 Accumulated Amortization - Patents	-208,647.08
16013 Accumulated Amortization - Customer Contracts	-1,566,800.00
16025 Accumulated Amortization - Customer Relationships	-5,100.00
16035 Accumulated Amortization - Software Licenses	-758,215.96
16040 Accumulated Amortization - TAL Acquired Tradenames	-24,732.00
16045 Accumulated Amortization - Loan Fees	-296,115.00
Total 16100 Accumulated Amortization	-2,942,978.36
Total 1600 Intangibles	1,985,565.64
Total Fixed Assets	\$7,339,942.23
Other Assets	
17000 Other Assets	

	TOTAL
17100 FNBC Note	0.00
17200 Thinkstream Credit Bid	0.00
17300 COPSsync Dominion Note	0.00
17400 Assets from Murphy Technologies	0.00
17500 Assets from COPsync Estate	0.00
17501 Assets from COPsync - NIBRS Code	0.00
Total 17000 Other Assets	0.00
1800 Notes Receivable, LT Balance	
18001 Loan to COPsync Estate	0.00
Total 1800 Notes Receivable, LT Balance	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$11,918,509.02
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
21000 Accounts Payable	2,741,531.69
Total Accounts Payable	\$2,741,531.69
Credit Cards	
21050 Chase Credit Cards	
210501 P. Soucie	0.00
210502 K. Condellire	0.00
210503 R. Wolf	23,802.75
210504 J. David	0.00
210505 T. Jones	0.00
210506 K. Wohlgemuth	0.00
210507 F. Bachabi	0.00
Total 21050 Chase Credit Cards	23,802.75
Credit Card	0.00
Total Credit Cards	\$23,802.75
Other Current Liabilities	
2100 RP Notes Payable	
21005 Accrued Interest Payable	0.00
21200 Due to Inter-company Party	0.00
21210 Due to J Smith Thomas	41,500.00
21214 Inter-company interest payable	0.00
21215 COPsync Estate Loan - JST	338,735.00
212151 COPsync Estate Loan - JST - Accred Interest	354,974.77
Total 21215 COPsync Estate Loan - JST	693,709.77
21216 COPsync Estate Loan - OS	248,342.00
212161 COPsync Estate Loan - OS - Accred Interest	271,927.44
Total 21216 COPsync Estate Loan - OS	520,269.44
21217 COPsync Estate Loan - LAFactor	0.00
212171 COPsync Estate Loan - LAFactor - Accred Interest	0.00
Total 21217 COPsync Estate Loan - LAFactor	0.00
21218 COPsync Estate Loan - Dominion Capital	0.00
21219 COPsync Estate Loan - MF	0.00
21220 Due to Venturespire	0.00
212201 Due to Venturespire - Accrued Interest	0.00

	TOTAL
Total 21220 Due to Venturespire	0.00
21221 Due to Venturespire - 2022 Note	640,000.00
212211 Due to Venturespire - 2022 Note Accrued Interest	80,514.46
212212 Due to Venturespire - 2022 Note Discount	90,000.00
Total 21221 Due to Venturespire - 2022 Note	810,514.46
21222 Due to Venturespire - Jan 23 note	1,050,000.00
212221 Due to Venturespire - Jan 23 Note Accrued Interest	103,907.89
212222 Due to Venturespire - Jan 23 Note Discount	149,996.00
Total 21222 Due to Venturespire - Jan 23 note	1,303,903.89
21223 Due to Venturespire - May 2023 Note	250,000.00
212231 Due to Venturespire - May 2023 Note Accrued Interest	20,798.25
Total 21223 Due to Venturespire - May 2023 Note	270,798.25
21230 Due to Ryan Morales	0.00
21240 Due to Affiliate - Menda Tech	0.00
21301 Due to TSB - 2022 Consolidated Note	6,229,796.60
213011 Due to TSB - 2022 Consolidated Note - Accrued Interest	1,340,771.64
Total 21301 Due to TSB - 2022 Consolidated Note	7,570,568.24
Total 21200 Due to Inter-company Party	11,211,264.05
21225 Ob Soonthornsima	0.00
212251 Ob Soonthornsima - Accrued Interest	2,395.00
Total 21225 Ob Soonthornsima	2,395.00
21226 Due to Walter Morales	0.00
21300 Due to TSB	0.00
21310 Accrued Interest - Due to TSB	0.00
21320 Accrued Interest - Class A Note	0.00
Total 21300 Due to TSB	0.00
21401 Due to LAFactor - 2023 Consolidated Note	1,786,132.17
214011 Due to LAFactor - 2023 Consolidated Note - Accrued Interest	168,706.00
Total 21401 Due to LAFactor - 2023 Consolidated Note	1,954,838.17
27040 Dominion loan	0.00
27041 Dominion - Interest Payable	0.00
Total 27040 Dominion loan	0.00
27050 LAFactor	0.00
27051 LAFactor - Interest Payable	0.00
Total 27050 LAFactor	0.00
27120 Manada Bridge - MRB	0.00
27125 JOMT Payable	32,270.40
27200 N/P - TSB	0.00
27201 TSB - Dominion Close Out	0.00
Total 27200 N/P - TSB	0.00
27220 N/P - Acquired COPsync Acquisition	0.00
28000 TSB Class A Note	0.00
28001 Unamortized Discount	-427,252.00
Total 2100 RP Notes Payable	12,773,515.62
2200 Accrued Expense	0.00
22300 Accrued Expenses	88,266.94
Total 2200 Accrued Expense	88,266.94
22000 Payroll Liabilities	

	TOTAL
22001 Accrued Payroll	218,927.96
22002 Accrued Commissions	0.00
22030 Medical	0.00
22031 Dental	0.00
22032 Vision	0.00
22045 Garnishment Payable	0.00
22050 401K Employee Contributions	0.00
Total 22000 Payroll Liabilities	218,927.96
2300 Other Current Liabilities	
21001 O/S Checks	0.00
23000 Contingency Payable	0.00
23100 Factor Loan Payable	154,873.11
Total 2300 Other Current Liabilities	154,873.11
2500 Deferred Revenue-Parent	
22100--HTB Deferred Revenue - HTB	0.00
25000 Deferred Revenue	3,957,847.93
Total 2500 Deferred Revenue-Parent	3,957,847.93
2700 Short-Term Debt Balance	
21250 Riva Ridge Masters	5,700,000.00
21251 Riva Ridge Masters - Accrued Interest	2,473,398.19
Total 21250 Riva Ridge Masters	8,173,398.19
21260 PayPal Loan	0.00
21261 PayPal Loan - Accrued Interest	0.00
Total 21260 PayPal Loan	0.00
21270 Alen, Inc. Note Payable	60,000.00
21271 Alen, Inc. - Accrued Interest	2,310.00
Total 21270 Alen, Inc. Note Payable	62,310.00
27015 Notes Payable - Insurance	0.00
27060 Due to B Kelly	0.00
27061 Accrued Interest - B Kelly	55,000.00
Total 27060 Due to B Kelly	55,000.00
27110 Term Loan - MRB	0.00
27111 Term Loan - LAFactor	449,217.03
27130 Due to Lender	0.00
27140 Due to Trahan - Settlement	73,500.00
27150 Due to Matt Follis	75,000.00
37011 PPP Loan	0.00
37012 PPP Loan 2	0.00
Total 2700 Short-Term Debt Balance	8,888,425.22
2710 Line of Credit	
22101 LOC - Mississippi River Bank - HTB	0.00
22102 Term Loan - MRB. - HTB account	0.00
27100 AR Line of Credit - MRB	0.00
27101 Line of Credit - LAFactor	845,353.94
Total 2710 Line of Credit	845,353.94
Total Other Current Liabilities	\$26,927,210.72
Total Current Liabilities	\$29,692,545.16
Long-Term Liabilities	
2800 Notes Payable, LT	

	TOTAL
21112 Due to Sean Murphy	236,207.00
27009 Unamortized Deferred Financing Costs	9,060.00
27221 COPsync Purchase Cash Payable	0.00
Total 2800 Notes Payable, LT	245,267.00
Total Long-Term Liabilities	\$245,267.00
Total Liabilities	\$29,937,812.16
Equity	
30000 Opening Balance Equity	-1,429.37
32000 Retained Earnings	-14,234,070.79
34000 Capital	0.00
34001 TSB Ventures LLC - Class A	0.00
34002 TSB Ventures LLC	0.00
34003 J Smith Thomas	0.00
34004 Matthew Teague	0.00
34004.1 TSB Ventures LLC - Class A.	0.00
34005 Manada	1,477,347.05
34006 Partner Distributions - COPsync Estate	0.00
34007 Class B - Membership	0.00
34008 Class C - Membership Interest	0.00
34100 COPsync Estate Loan	
34110 JST Contribution	0.00
34120 OS Contribution	0.00
34130 LAF Contribution	0.00
34140 Dominion Contribution	0.00
34150 MF Contribution	0.00
Total 34100 COPsync Estate Loan	0.00
48215 Owner Contributions.	0.00
99999 Equity Suspense	0.00
Net Income	-5,261,150.03
Total Equity	\$ -18,019,303.14
TOTAL LIABILITIES AND EQUITY	\$11,918,509.02

Kologik LLC**Balance Sheet**

As of January 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 Cash	
10000 Iberia- (7497) Kologik Operating Acct	5.01
10101 MRB Cash Collateral	110,010.10
10200 NOVO - Checking	5,668.28
10300 Hancock Whitney Operating Account	449,401.01
Total 1000 Cash	565,084.40
Total Bank Accounts	\$565,084.40
Accounts Receivable	
12000 Accounts Receivable	1,077,712.02
Total Accounts Receivable	\$1,077,712.02
Other Current Assets	
12010 Other Current Assets	0.00
12050 Claims Receivable	180,000.00
12060 Other Receivables	6,485.61
12250 Accrued Revenue	73,418.94
12500 Due from Employee	88,387.22
16200 Security Deposits	3,918.00
Total 12010 Other Current Assets	352,209.77
12100 Undeposited Funds	2,796.00
12650 Prepaid Expense	
12650.1 Prepaid Legal Expense	-5,000.00
12650.2 Prepaid Software Licenses	15,600.83
12650.3 Prepaid Insurance	6,869.25
12650.7 Prepaid Expenses	147,927.51
12652 Prepaid Subscriptions	15,355.01
Total 12650 Prepaid Expense	180,752.60
12651 Capitalized Patent Defense Cost	2,266,973.98
Total Other Current Assets	\$2,802,732.35
Total Current Assets	\$4,445,528.77
Fixed Assets	
1500 Fixed Assets	
15000 Furniture and Fixtures	14,174.32
15025 Computer Hardware	147,730.88
15050 Website Design and Development	54,511.01
16000 Total Accumulated Depreciation	
16010 Accumulated Depreciation - Furniture and Fixtures	-14,174.32
16020 Accumulated Depreciation - Computer Equipment	-65,056.72
16030 Accumulated Depreciation - Website Design and Development	-54,511.01
Total 16000 Total Accumulated Depreciation	-133,742.05
Total 1500 Fixed Assets	82,674.16

	TOTAL
1510 Goodwill-Parent	
15100 Goodwill	3,014,030.00
15125 COPsync Estate - Goodwill	1,655,417.00
15130 Making Sense - Goodwill	600,000.00
Total 1510 Goodwill-Parent	5,269,447.00
1600 Intangibles	
15200 Loan Origination Fees.	305,175.00
15300 TAL - Customer Contracts	683,800.00
15325 TAL - Customer Relationships	5,100.00
15330 TAL - Tradenames	24,732.00
15335 TAL - Software Licenses	947,770.00
15340 TAL - Trademarks	393,268.00
15500 CoPsync Estate- LT Customer Contracts	633,400.00
15550 COPsync Estate- ST Customer Contracts	29,600.00
15600 COPsync Estate- Patents	1,234,639.00
15650 Murphy Tech- Intellectual Property	72,830.00
15700 Murphy Tech- Acquired Contracts	220,000.00
15750 COPsync Trademarks	315,000.00
15800 Alen Acquisition Intellectual Property	63,230.00
16100 Accumulated Amortization	-11,855.61
16011 Accumulated Amortization - Intellectual Property	-72,830.00
16012 Accumulated Amortization - Patents	-211,505.26
16013 Accumulated Amortization - Customer Contracts	-1,566,800.00
16025 Accumulated Amortization - Customer Relationships	-5,100.00
16035 Accumulated Amortization - Software Licenses	-766,114.04
16040 Accumulated Amortization - TAL Acquired Tradenames	-24,732.00
16045 Accumulated Amortization - Loan Fees	-296,115.00
Total 16100 Accumulated Amortization	-2,955,051.91
Total 1600 Intangibles	1,973,492.09
Total Fixed Assets	\$7,325,613.25
TOTAL ASSETS	\$11,771,142.02
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
21000 Accounts Payable	2,773,704.77
Total Accounts Payable	\$2,773,704.77
Credit Cards	
21050 Chase Credit Cards	
210503 R. Wolf	23,387.00
Total 21050 Chase Credit Cards	23,387.00
Total Credit Cards	\$23,387.00
Other Current Liabilities	
2100 RP Notes Payable	
21200 Due to Inter-company Party	0.00
21210 Due to J Smith Thomas	41,500.00
21215 COPsync Estate Loan - JST	113,604.81
212151 COPsync Estate Loan - JST - Accred Interest	32,487.56
Total 21215 COPsync Estate Loan - JST	146,092.37

	TOTAL
21216 COPsync Estate Loan - OS	-40,573.95
212161 COPsync Estate Loan - OS - Accrued Interest	7,833.95
Total 21216 COPsync Estate Loan - OS	-32,740.00
21221 Due to Venturespire - 2022 Note	640,000.00
212211 Due to Venturespire - 2022 Note Accrued Interest	87,245.46
212212 Due to Venturespire - 2022 Note Discount	90,000.00
Total 21221 Due to Venturespire - 2022 Note	817,245.46
21222 Due to Venturespire - Jan 23 note	1,050,000.00
212221 Due to Venturespire - Jan 23 Note Accrued Interest	114,687.89
212222 Due to Venturespire - Jan 23 Note Discount	149,996.00
Total 21222 Due to Venturespire - Jan 23 note	1,314,683.89
21223 Due to Venturespire - May 2023 Note	250,000.00
212231 Due to Venturespire - May 2023 Note Accrued Interest	23,704.25
Total 21223 Due to Venturespire - May 2023 Note	273,704.25
21301 Due to TSB - 2022 Consolidated Note	6,229,796.60
213011 Due to TSB - 2022 Consolidated Note - Accrued Interest	1,428,061.70
Total 21301 Due to TSB - 2022 Consolidated Note	7,657,858.30
Total 21200 Due to Inter-company Party	10,218,344.27
21225 Ob Soonthornsima	0.00
212251 Ob Soonthornsima - Accrued Interest	2,395.00
Total 21225 Ob Soonthornsima	2,395.00
21401 Due to LAFactor - 2023 Consolidated Note	1,786,132.17
214011 Due to LAFactor - 2023 Consolidated Note - Accrued Interest	211,298.55
Total 21401 Due to LAFactor - 2023 Consolidated Note	1,997,430.72
27125 JOMT Payable	32,270.40
28001 Unamortized Discount	-427,252.00
Total 2100 RP Notes Payable	11,823,188.39
2200 Accrued Expense	0.00
22300 Accrued Expenses	58,930.52
Total 2200 Accrued Expense	58,930.52
22000 Payroll Liabilities	
22001 Accrued Payroll	239,253.06
22002 Accrued Commissions	508.00
Total 22000 Payroll Liabilities	239,761.06
2300 Other Current Liabilities	
23100 Factor Loan Payable	187,856.93
Total 2300 Other Current Liabilities	187,856.93
2500 Deferred Revenue-Parent	
25000 Deferred Revenue	3,827,832.79
Total 2500 Deferred Revenue-Parent	3,827,832.79
2700 Short-Term Debt Balance	
21250 Riva Ridge Masters	5,700,000.00
21251 Riva Ridge Masters - Accrued Interest	2,619,020.19
Total 21250 Riva Ridge Masters	8,319,020.19
21270 Alen, Inc. Note Payable	60,000.00
21271 Alen, Inc. - Accrued Interest	2,620.00
Total 21270 Alen, Inc. Note Payable	62,620.00
27060 Due to B Kelly	0.00

	TOTAL
27061 Accrued Interest - B Kelly	55,000.00
Total 27060 Due to B Kelly	55,000.00
27111 Term Loan - LAFactor	456,979.03
27140 Due to Trahan - Settlement	73,500.00
27150 Due to Matt Follis	75,000.00
Total 2700 Short-Term Debt Balance	9,042,119.22
2710 Line of Credit	
27101 Line of Credit - LAFactor	860,000.94
Total 2710 Line of Credit	860,000.94
Total Other Current Liabilities	\$26,039,689.85
Total Current Liabilities	\$28,836,781.62
Long-Term Liabilities	
2800 Notes Payable, LT	
21112 Due to Sean Murphy	236,207.00
27009 Unamortized Deferred Financing Costs	9,060.00
Total 2800 Notes Payable, LT	245,267.00
Total Long-Term Liabilities	\$245,267.00
Total Liabilities	\$29,082,048.62
Equity	
30000 Opening Balance Equity	-1,429.37
32000 Retained Earnings	-19,495,220.82
34005 Manada	1,477,347.05
34100 COPsync Estate Loan	
34110 JST Contribution	225,130.19
34120 OS Contribution	288,915.95
Total 34100 COPsync Estate Loan	514,046.14
Net Income	194,350.40
Total Equity	\$ -17,310,906.60
TOTAL LIABILITIES AND EQUITY	\$11,771,142.02

Kologik LLC**Profit and Loss**

January - December 2022

	TOTAL
Income	
40100 SaaS Recurring	
40101 SaaS Recurring-Mobile	3,693,264.05
40102 SaaS Recurring-CAD	356,133.29
40103 SaaS Recurring-JMS	164,693.12
40104 SaaS Recurring-RMS	560,612.93
40105 SaaS Recurring-Other	22,388.86
Total 40100 SaaS Recurring	4,797,092.25
40200 SaaS One-Time	
40201 SaaS One-Time-Mobile	156,590.00
40202 SaaS One-Time-CAD	145,590.00
40203 SaaS One-Time-JMS	59,900.00
40204 SaaS One-Time-RMS	130,387.50
Total 40200 SaaS One-Time	492,467.50
40300 Enterprise Recurring	
40301 Enterprise Recurring-A Form	170,704.51
40302 Enterprise Recurring-CCH	663,750.00
40303 Enterprise Recurring-UAA	600,000.00
40304 Enterprise Recurring-SuperQuery	0.00
Total 40300 Enterprise Recurring	1,434,454.51
40400 Customized Development	
40401 Customized Development-A Form	25,500.00
Total 40400 Customized Development	25,500.00
Discounts given	0.00
Uncategorized Income	0.00
Total Income	\$6,749,514.26
Cost of Goods Sold	
50100 COS-Payroll Expense	
50101 COS-Salaries & Wages	1,338,394.82
50102 COS-Payroll Tax	111,174.98
Total 50100 COS-Payroll Expense	1,449,569.80
50150 COS-Vacation Expense	22,535.37
50200 COS-Benefits	98,384.37
50202 COS - Tuition Reimbursement	519.99
Total 50200 COS-Benefits	98,904.36
50400 COS-Cloud Services	60,736.13
50500 COS-Software Licenses	399,475.93
50600 COS-Other	
50603 Cost of Sales-Hardware/Software	239.00
50605 Software for Resale	661.75
50607 Cost of Sales - Other	68,451.58
Total 50600 COS-Other	69,352.33
Total Cost of Goods Sold	\$2,100,573.92

	TOTAL
GROSS PROFIT	\$4,648,940.34
Expenses	
60100 G&A-Payroll Expense	20,000.00
60101 G&A-Salaries & Wages	1,237,165.67
60102 G&A-Payroll Tax	71,622.72
Total 60100 G&A-Payroll Expense	1,328,788.39
60150 G&A-Vacation Expense	16,715.11
60200 G&A-Benefits	158,794.30
60201 G&A-Car Allowance	29,318.00
Total 60200 G&A-Benefits	188,112.30
60400 G&A-Contractors	356,776.17
60600 G&A-Bank Fees	2,386.69
60700 G&A-Computer Equipment	21,872.44
60800 G&A-Conferences & Training	
60801 G&A-Conferences & Training - Other	88,463.63
60802 G&A-Conferences & Training - Meals	27,423.95
60803 G&A-Conferences & Training - Travel	73,891.72
Total 60800 G&A-Conferences & Training	189,779.30
60850 G&A-Director's Fees	108,000.00
60900 G&A-Dues & Subscriptions	94,490.42
60950 G&A-Employee Recognition	8,348.12
61000 G&A-Facilities	165,117.57
61100 G&A-Insurance	58,131.75
61200 G&A-Legal	274,580.34
61300 G&A-Meals & Entertainment	25,759.84
61400 G&A-Merchant Fees	716.67
61500 G&A-Miscellaneous	3,463.88
61600 G&A-Office Expense	12,514.07
61800 G&A-Postage & Freight	6,513.65
61900 G&A-Professional Services	180,704.99
62000 G&A-Recruiting	132,699.54
62100 G&A-Software Licenses	204,667.58
62200 G&A-Taxes & Licenses	29,866.61
62300 G&A-Telecommunications	61,018.56
62400 G&A-Travel	111,412.18
70100 S&M-Payroll Expense	
70101 S&M-Salaries & Wages	668,703.58
70102 S&M-Payroll Tax	65,314.50
Total 70100 S&M-Payroll Expense	734,018.08
70150 S&M-Vacation Expense	8,010.14
70200 S&M-Benefits	30,463.84
70300 S&M-Contractors	6,000.00
70400 S&M-Advertising	257,191.81
70500 S&M-Commissions	132,493.60
70600 S&M-Trade Shows and Conferences	
70601 S&M-Trade Shows and Conferences-Entrance	38,336.89
70602 S&M-Trade Shows and Conferences-Meals	33,552.68
70603 S&M-Trade Shows and Conferences-Travel	36,325.16
70604 S&M-Trade Shows and Conferences-Other	37,934.02
Total 70600 S&M-Trade Shows and Conferences	146,148.75

	TOTAL
80100 DEV-Payroll Expense	
80101 DEV-Salaries & Wages	1,683,409.51
80102 DEV-Payroll Tax	132,154.22
Total 80100 DEV-Payroll Expense	1,815,563.73
80103 DEV-Benefits	74,551.62
80104 DEV-Tuition Reimbursement	2,600.00
Total 80103 DEV-Benefits	77,151.62
80150 DEV-Vacation Expense	17,652.33
Total Expenses	\$6,807,130.07
NET OPERATING INCOME	\$ -2,158,189.73
Other Income	
91020 Other Income	664,567.00
Total Other Income	\$664,567.00
Other Expenses	
91040 Interest Expense	3,173,270.46
91120 Amortization Expense	
91121 Accumulated Amortization - Patents	34,298.16
91123 Amortization Expense - Software Licenses	94,776.96
91124 Loan Origination Fee	55,551.66
91125 Amort Customer - Customer Contracts	231,875.02
Total 91120 Amortization Expense	416,501.80
91140 Depreciation Expense	30,731.63
Total Other Expenses	\$3,620,503.89
NET OTHER INCOME	\$ -2,955,936.89
NET INCOME	\$ -5,114,126.62

Kologik LLC**Profit and Loss**

January - December 2023

	TOTAL
Income	
40100 SaaS Recurring	0.00
40101 SaaS Recurring-Mobile	3,967,928.16
40102 SaaS Recurring-CAD	432,839.41
40103 SaaS Recurring-JMS	173,236.54
40104 SaaS Recurring-RMS	854,437.42
Total 40100 SaaS Recurring	5,428,441.53
40200 SaaS One-Time	
40201 SaaS One-Time-Mobile	141,587.50
40202 SaaS One-Time-CAD	78,377.50
40203 SaaS One-Time-JMS	61,862.50
40204 SaaS One-Time-RMS	161,160.00
Total 40200 SaaS One-Time	442,987.50
40300 Enterprise Recurring	0.00
40301 Enterprise Recurring-A Form	171,420.45
40302 Enterprise Recurring-CCH	702,500.02
40303 Enterprise Recurring-UAA	600,000.00
Total 40300 Enterprise Recurring	1,473,920.47
40400 Customized Development	
40401 Customized Development-A Form	8,400.00
Total 40400 Customized Development	8,400.00
40500 Other	-170.75
Uncategorized Income	0.00
Total Income	\$7,353,578.75
Cost of Goods Sold	
50100 COS-Payroll Expense	
50101 COS-Salaries & Wages	1,427,098.44
50102 COS-Payroll Tax	126,792.96
Total 50100 COS-Payroll Expense	1,553,891.40
50150 COS-Vacation Expense	71,903.74
50200 COS-Benefits	121,099.64
50202 COS - Tuition Reimbursement	2,183.08
Total 50200 COS-Benefits	123,282.72
50400 COS-Cloud Services	744,132.47
50500 COS-Software Licenses	5,230.75
50600 COS-Other	452.95
50607 Cost of Sales - Other	52,017.33
Total 50600 COS-Other	52,470.28
Total Cost of Goods Sold	\$2,550,911.36
GROSS PROFIT	\$4,802,667.39
Expenses	
60100 G&A-Payroll Expense	
60101 G&A-Salaries & Wages	561,917.61

	TOTAL
60102 G&A-Payroll Tax	61,036.76
Total 60100 G&A-Payroll Expense	622,954.37
60150 G&A-Vacation Expense	31,256.11
60200 G&A-Benefits	167,595.97
60201 G&A-Car Allowance	4,682.00
60202 G&A - Tuition Reimbursement	4,623.21
Total 60200 G&A-Benefits	176,901.18
60400 G&A-Contractors	275,996.30
60600 G&A-Bank Fees	5,569.35
60700 G&A-Computer Equipment	4,364.27
60800 G&A-Conferences & Training	
60801 G&A-Conferences & Training - Other	34,080.15
60802 G&A-Conferences & Training - Meals	7,961.98
60803 G&A-Conferences & Training - Travel	15,826.56
Total 60800 G&A-Conferences & Training	57,868.69
60850 G&A-Director's Fees	108,000.00
60900 G&A-Dues & Subscriptions	86,549.24
60950 G&A-Employee Recognition	0.00
61000 G&A-Facilities	119,038.08
61100 G&A-Insurance	89,280.33
61200 G&A-Legal	513,735.30
61300 G&A-Meals & Entertainment	16,820.20
61400 G&A-Merchant Fees	2,535.29
61500 G&A-Miscellaneous	9,631.28
61600 G&A-Office Expense	6,184.79
61800 G&A-Postage & Freight	5,006.98
61900 G&A-Professional Services	122,631.00
62000 G&A-Recruiting	1,371.80
62100 G&A-Software Licenses	249,336.24
62200 G&A-Taxes & Licenses	25,298.48
62300 G&A-Telecommunications	35,705.67
62400 G&A-Travel	63,924.96
70100 S&M-Payroll Expense	
70101 S&M-Salaries & Wages	811,898.31
70102 S&M-Payroll Tax	74,272.59
Total 70100 S&M-Payroll Expense	886,170.90
70150 S&M-Vacation Expense	34,901.13
70200 S&M-Benefits	49,092.74
70202 S&M - Tuition Reimbursement	1,750.00
Total 70200 S&M-Benefits	50,842.74
70400 S&M-Advertising	47,594.83
70500 S&M-Commissions	166,623.00
70600 S&M-Trade Shows and Conferences	2,918.97
70601 S&M-Trade Shows and Conferences-Entrance	37,241.00
70602 S&M-Trade Shows and Conferences-Meals	29,067.90
70603 S&M-Trade Shows and Conferences-Travel	37,639.14
70604 S&M-Trade Shows and Conferences-Other	33,226.87
Total 70600 S&M-Trade Shows and Conferences	140,093.88
80100 DEV-Payroll Expense	
80101 DEV-Salaries & Wages	1,532,680.47

	TOTAL
80102 DEV-Payroll Tax	136,743.19
Total 80100 DEV-Payroll Expense	1,669,423.66
80103 DEV-Benefits	72,091.13
80150 DEV-Vacation Expense	54,168.02
Uncategorized Expense	0.00
Total Expenses	\$5,751,869.20
NET OPERATING INCOME	\$ -949,201.81
Other Expenses	
80000 Other Expense	
80002 Other Expense	73,500.00
Total 80000 Other Expense	73,500.00
91040 Interest Expense	3,579,353.99
91120 Amortization Expense	
91121 Accumulated Amortization - Patents	34,298.16
91123 Amortization Expense - Software Licenses	94,777.08
91124 Loan Origination Fee	240,000.00
91125 Amort Customer - Customer Contracts	209,022.64
91127 Amortization Expense - Alien Intellectual Property	15,815.00
Total 91120 Amortization Expense	593,912.88
91140 Depreciation Expense	23,915.04
91160 Disposal Expense	
91161 Disposal Expense - Computer Hardware	4,284.50
91162 Disposal Expense - Furniture & Fixtures	36,981.81
Total 91160 Disposal Expense	41,266.31
Total Other Expenses	\$4,311,948.22
NET OTHER INCOME	\$ -4,311,948.22
NET INCOME	\$ -5,261,150.03

Kologik LLC**Profit and Loss**

January 2024

	TOTAL
Income	
40100 SaaS Recurring	0.00
40101 SaaS Recurring-Mobile	342,899.20
40102 SaaS Recurring-CAD	39,269.72
40103 SaaS Recurring-JMS	13,810.23
40104 SaaS Recurring-RMS	89,022.44
Total 40100 SaaS Recurring	485,001.59
40200 SaaS One-Time	
40201 SaaS One-Time-Mobile	2,850.00
40202 SaaS One-Time-CAD	1,000.00
40203 SaaS One-Time-JMS	3,850.00
40204 SaaS One-Time-RMS	3,150.00
Total 40200 SaaS One-Time	10,850.00
40300 Enterprise Recurring	
40301 Enterprise Recurring-A Form	14,583.33
40302 Enterprise Recurring-CCH	55,208.33
40303 Enterprise Recurring-UAA	50,000.00
Total 40300 Enterprise Recurring	119,791.66
40400 Customized Development	
40401 Customized Development-A Form	0.00
Total 40400 Customized Development	0.00
40500 Other	0.07
Total Income	\$615,643.32
Cost of Goods Sold	
50100 COS-Payroll Expense	
50101 COS-Salaries & Wages	116,096.99
50102 COS-Payroll Tax	12,472.35
Total 50100 COS-Payroll Expense	128,569.34
50150 COS-Vacation Expense	11,837.76
50200 COS-Benefits	9,388.02
50400 COS-Cloud Services	66,409.62
50600 COS-Other	319.59
50605 Software for Resale	0.00
50607 Cost of Sales - Other	1,283.09
Total 50600 COS-Other	1,602.68
Total Cost of Goods Sold	\$217,807.42
GROSS PROFIT	\$397,835.90
Expenses	
60100 G&A-Payroll Expense	
60101 G&A-Salaries & Wages	52,399.94
60102 G&A-Payroll Tax	4,331.91
Total 60100 G&A-Payroll Expense	56,731.85
60150 G&A-Vacation Expense	8,872.71

	TOTAL
60200 G&A-Benefits	9,730.16
60202 G&A - Tuition Reimbursement	
Total 60200 G&A-Benefits	9,730.16
60400 G&A-Contractors	13,217.60
60600 G&A-Bank Fees	90.00
60800 G&A-Conferences & Training	
60802 G&A-Conferences & Training - Meals	746.24
60803 G&A-Conferences & Training - Travel	51.19
Total 60800 G&A-Conferences & Training	797.43
60850 G&A-Director's Fees	4,000.00
60900 G&A-Dues & Subscriptions	6,189.75
61000 G&A-Facilities	5,506.04
61100 G&A-Insurance	5,538.27
61200 G&A-Legal	23,825.76
61300 G&A-Meals & Entertainment	277.14
61400 G&A-Merchant Fees	345.63
61600 G&A-Office Expense	6.49
61800 G&A-Postage & Freight	578.79
61900 G&A-Professional Services	50,200.00
62100 G&A-Software Licenses	17,142.37
62300 G&A-Telecommunications	1,843.75
62400 G&A-Travel	2,383.50
70100 S&M-Payroll Expense	
70101 S&M-Salaries & Wages	53,117.58
70102 S&M-Payroll Tax	5,930.65
Total 70100 S&M-Payroll Expense	59,048.23
70150 S&M-Vacation Expense	5,319.08
70200 S&M-Benefits	3,681.90
70400 S&M-Advertising	1,225.00
70500 S&M-Commissions	5,203.00
70600 S&M-Trade Shows and Conferences	0.00
70601 S&M-Trade Shows and Conferences-Entrance	250.00
70604 S&M-Trade Shows and Conferences-Other	418.93
Total 70600 S&M-Trade Shows and Conferences	668.93
80100 DEV-Payroll Expense	
80101 DEV-Salaries & Wages	114,966.86
80102 DEV-Payroll Tax	11,236.73
Total 80100 DEV-Payroll Expense	126,203.59
80103 DEV-Benefits	4,539.90
80150 DEV-Vacation Expense	10,233.09
Total Expenses	\$423,399.96
NET OPERATING INCOME	\$ -25,564.06
Other Expenses	
91040 Interest Expense	-234,243.44
91120 Amortization Expense	
91121 Accumulated Amortization - Patents	2,858.18
91123 Amortization Expense - Software Licenses	7,898.08
91127 Amortization Expense - Alien Intellectual Property	1,317.29
Total 91120 Amortization Expense	12,073.55

	TOTAL
91140 Depreciation Expense	2,255.43
Total Other Expenses	\$ -219,914.46
NET OTHER INCOME	\$219,914.46
NET INCOME	\$194,350.40

Schedule 5.6
Absence of Certain Changes

- (a) None.
- (b) None.
- (c) None.
- (d) None.
- (e) None.
- (f) None.
- (g) None.
- (h) None.
- (i) None.
- (j)

1. See Exhibit 5.6(j) attached hereto and incorporated herein.
2. The following vendor and amount was accrued that was past due: Synnex, November Invoice Not Paid, Accrued \$31,000. Actual Invoice was \$29,395.35.

- (k) None.
- (l) None.
- (m) None.
- (n) None.
- (o) None.
- (p) None.
- (q) None.
- (r) None.
- (s) None.
- (t) None.

(u) None.

(v) None.

Absent of Certain Changes

5.6 (J)

35 **Exhibit 5.6(j) - Absence of Certain Changes****Kologik LLC**
A/P Aging Summary
As of December 31, 2023

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
3Cloud Llc					60,424.50	60,424.50
ADP	191,735.98					191,735.98
Airgroup Corporation	1,201.40		875.00			2,076.40
Alexander Sides Brinson Spaht & Mullins, LLC					11,040.00	11,040.00
Alvarez & Marsal Taxand, LLC					22,038.35	22,038.35
Autotask Corporation					4,224.00	4,224.00
Baker Donelson	-2,039.52	1,138.50	346.50	2,053.00	48,218.05	49,716.53
Buy Board	370.06					370.06
Certify Vendor		427.46				427.46
Chaffe McCall			1,305.00	356.15	174,477.55	176,138.70
Clayton Fruge Ward & Hendry					1,692.00	1,692.00
Clifton Larson Allen, LLP	3,593.59				22,114.19	25,707.78
Crowell Moring Llp				45,190.40		45,190.40
Cybertech Systems And Software Inc.				31,000.00		31,000.00
DANIEL LEE				6,250.00	6,250.00	12,500.00
DeCUIR, CLARK & ADAMS, L.L.P.					2,796.33	2,796.33
Delta Resource Group	-13,500.00	6,750.00	6,750.00	6,750.00	27,900.00	34,650.00
East Baton Rouge Sheriff's Office	738.16					738.16
Elysium Digital Llc	2,153.82				54,956.63	57,110.45
Emburse Inc					8,000.00	8,000.00
Escrow Tech					2,425.00	2,425.00
First Insurance Funding Corp.	1,413.74					1,413.74
Gray Robinson	-5,087.50				35,702.50	30,615.00
Hannis T. Bourgeois, LLP	4,210.35				39,112.50	43,322.85
Jim Hayes		4,000.00	4,000.00	4,000.00	40,000.00	52,000.00
Justin Spradlin		261.68				261.68
Kathy Condellire (employee)		111.90				111.90
Leonine Public Affairs					6,000.00	6,000.00
Lushin & Associates, Inc					4,200.00	4,200.00
McCarter & English LLP		1,415.68	1,489.58	3,220.48	782,773.83	788,899.57
Microsoft Corporation	21,572.76	23,005.81	23,955.65	24,655.24		93,189.46
Mycah Poyaoan		3,393.00			3,758.00	7,151.00
Polsinelli PC	36,304.00		10,200.00		202,006.29	248,510.29
Rees Company, LLC	3,769.00					3,769.00
Sonora Police Department	283.56					283.56
Sparc LLC	2,645.00	4,054.90				6,699.90
State Capitol Solutions LLC					31,500.00	31,500.00
Steven Oubre		605.00				605.00
Stewart Robbins & Brown					30,555.90	30,555.90
Supply Concepts Inc.		16.24				16.24
Synnex Corporation	77,946.07		31,387.26		32,019.51	141,352.84
Texas School District Police Chiefs' Association					2,000.00	2,000.00
The Redflash Group					5,343.45	5,343.45

Twilio Inc						
VentureSpire Group, LLC				392,920.40		392,920.40
Walter Morales		4,479.17	5,000.00	5,000.00	85,000.00	99,479.17
Whitehead Law Firm	5,775.00					5,775.00
Wolf & Associates Consulting, LLC				2,250.00		2,250.00
TOTAL	\$ 336,389.11	\$ 49,659.34	\$ 85,308.99	\$ 130,725.27	\$ 2,139,448.98	\$ 2,741,531.69

Schedule 5.7(b)
Company Permits

1. Occupational License, City of Baton Rouge
2. Occupational License, State of Florida
3. Texas Annual Franchise Tax

Schedule 5.8
Litigation

1. JACKSON SMITH THOMAS VS KOLOGIK, LLC

19th Judicial District Court
Parish of East Baton Rouge
State of Louisiana
Case #: C-733457
Division:32
Judge: JORDEN, WILLIAM
Date Filed: 06/19/2023
Kind: Civil
Attachment suit

2. JACKSON SMITH THOMAS VS KOLOGIK, LLC

19th Judicial District Court
Parish of East Baton Rouge
State of Louisiana
Case #: C-733367
Division:21
Judge: JOHNSON, RONALD R.
Date Filed: 06/15/2023
Kind: Civil
Suit of Note; answer filed

3. ROBERT P. WOLF VS KOLOGIK LLC and WALTER A. MORALES

Circuit Court Of St. Charles County
State Of Missouri
Case #: 2411-CC00263
(Suit for wrongful termination; possible counterclaims)

4. VICTOR "TREY" TRAHAN, TSB VENTURES, LLC, JOSE CANSECO, CA RECOVERY MASTER FUND, LLC, KOLOGIK, LLC, SAND SPRING MANAGEMENT, LLC, COMMONWEALTH ADVISORS, INC., WALTER MORALES, JENNIFER MORALES, SARAH MORALES VITENAS, MICHAEL MORALES, MATTHEW TEAGUE, JACKSON SMITH THOMAS, M6 CAPITAL PARTNERS, LLC, CARL HAAS, AND WORACHOTE SOONTHORNSIMA

Kind: Arbitration of all pending proceedings
Arbitrator: JOHN W. PERRY, JR.
Final arbitration decision: Kologik LLC owes unsecured debt of \$73,500 to Victor Trahan

5. KOLOGIK CAPITAL, LLC V. IN FORCE TECHNOLOGY, LLC ET AL

United States District Court
District of Massachusetts (Boston)
Case #: 1:18-cv-11168-GAO
Assigned to: Judge George A. OToole, Jr
Referred to: Magistrate Judge Paul G. Levenson
Date Filed: 06/05/2018
Cause: 15:1114 Trademark Infringement
Jury Demand: Both
Nature of Suit: 840 Trademark
Jurisdiction: Federal Question
Kologik Capital Judgment enforcement action with amended complaint;
counterclaims asserted (Kologik Capital currently unrepresented)

Schedule 5.9
Insurance

Type	Insurer and Policy Number	Coverage	Amount(s)
Business Owners	The Hartford Policy No. 43 SBM AN4LRG	General Liability	Each Occurrence \$1,000,000 Damage to Rented Premises (each occurrence) \$1,000,000 Med Exp (Any one person) \$10,000 Personal & Adv Injury \$1,000,000 General Aggregate \$2,000,000 Products - COMP/OP AGG \$2,000,000
		Automobile Liability	Combined Single Limit \$1,000,000
		Umbrella Liability	Each Occurrence \$5,000,000 Aggregate \$5,000,000
Directors and Officers	Continental Casualty Company Policy No. 652374550	D&O Private Company	Each Claim/Aggregate \$5,000,000 Side A Additional Limit \$1,000,000 Demand Response Cost Sublimit \$250,000 Crisis Event Expenses Sublimit \$25,000 Retention Each Claim \$50,000
Errors and Omissions	Syndicate 2623/623 at Lloyd's Policy No. W23311230601	Policy	Each Claim Limit of Liability: Media, Tech, Data & Network Liability: \$2,000,000 Policy Aggregate Limit of Liability: \$2,000,000 Additional Defense Limit: Not Included Retroactive Date: 05/26/2016 Retention: \$10,000
		Media, Tech, Data & Network Liability	Tech & Professional Services: \$2,000,000 Tech Product: \$2,000,000 Media: \$2,000,000 Data & Network \$2,000,000
		Breach Response	Breach Response Costs: \$2,000,000
		Regulatory Defense & Penalties	Regulatory Defense & Penalties \$2,000,000
		Payment Card Liabilities & Costs	Payment Card Liabilities & Costs \$2,000,000
		First Party Data & Network Losses	Business Interruption Loss: • Resulting from Security Breach: \$2,000,000 • Resulting from System Failure: \$2,000,000 Dependent Business Loss: • Resulting from Dependent Security Breach: \$100,000 • Resulting from Dependent System Failure: \$100,000 Cyber Extortion Loss: \$2,000,000 Data Recovery Costs: \$2,000,000
		eCrime	Fraudulent Instruction: \$250,000 Funds Transfer Fraud: \$250,000 Telephone Fraud: \$250,000
Cyber	Cowbell Insurance Agency LLC Policy No. FLY-CB-HW5MJSCMU-003	Criminal Reward	Criminal Reward: \$50,000
		Policy	Aggregate Limit of Insurance: \$3,000,000
		Deductible	\$5,000 per cyber incident, extortion threat, security breach, wrongful act, interrelated wrongful act or claim
		Social Engineering	Coverage Limit: \$250,000 Deductible \$10,000
		Aggregate Sublimit(s)	Insuring Agreement 1. Public Relations Expense 5% \$150,000 Insuring Agreement 2. Extortion Threat – Ransom Payments 5% \$150,000 Insuring Agreement 4. Business Income and Extra Expense 33% \$1,000,000 Insuring Agreement. Ransom Payments 33% \$1,000,000

Schedule 5.10(b)
Leased Real Property

1. Lease Agreement, dated September 7, 2018, by and between 7th Street LLC and Kologik, as amended by that certain First Amendment to Lease, dated June 10, 2019 (the “Baton Rouge Lease”).
2. Office Agreement dated May 22, 2023, by and between Regus Management Group, LLC and Kologik, as modified by the Internal Office Service Agreement dated July 25, 2023 (the “Mandeville Lease”).

Schedule 5.12(a)(i)
Tax Filings

1. Seller filed its Florida Sales & Use Tax the week of April 1, 2024, which is considered a late filing. Seller was not charged a penalty and received confirmation that no taxes were due.
2. For the year 2023, Tax Return extensions were filed at the federal level and in California, New York, Oregon, Texas and Florida. Automatic extensions are granted for Louisiana and Illinois.

Schedule 5.12(c)
Tax Returns

(i)

1. Partnership State Income Taxes
2. Federal Income Taxes
3. Franchise Taxes
4. Sales Tax Returns

(ii)

1. Texas Franchise Taxes
2. Louisiana State Income Tax Return
3. Federal Income Tax Return
4. California Income Tax
5. Florida Income Tax
6. Oregon Income Tax
7. Texas Sales Tax Returns
8. Sales Tax Returns Louisiana
9. Florida Sales & Use Tax
10. New York Income Tax
11. Illinois Income Tax

Schedule 5.12(f)
Tax Returns – Extensions

For the year 2023, Tax Return extensions were filed at the federal level and in California, New York, Oregon, Texas and Florida. Automatic extensions are granted for Louisiana and Illinois.

Schedule 5.13(a)
Material Contracts

(i)

1. The Baton Rouge Lease.
2. The Mandeville Lease.

(ii) None.

(iii)

1. Hubspot Customer Terms of Service, last modified March 5, 2024 (the “Hubspot Terms”).
2. Subscription Services Order, dated November 11, 2022, by and between SO Holdco, LLC, a Delaware limited liability company d/b/a MAXIO and Kologik (the “MAXIO Agreement”).
3. Strategic Partner Agreement, dated June 11, 2012, by and between Nlets and ALEN, Inc., assigned to Kologik via the ALEN Acquisition (the “Nlets Agreement”).
4. Service Order Form, dated November 23, 2022, by and between Kologik and Zendesk.

(iv)

1. License Agreement, dated January 24, 2024, by and between Salamander Technologies, LLC and Kologik (the “Salamander Agreement”), which grants Campus Safe equivalent functionality for a royalty that allows them to purchase Campus Safe for \$1,000,000.

(v) None.

(vi) None.

(vii) None.

(viii)

1. Employment Agreement, dated December 1, 2021, by and between Kologik and Karie Wohlgemuth (the “COO Employment Agreement”).

(ix) None.

(x) None.

(xi)

1. Master Services Agreement, dated April 26, 2023, by and between 3Cloud, LLC and Kologik (the “3Cloud Agreement”).
2. Statement of Work, dated May 2, 2023, by and between 3Cloud, LLC and Kologik (the “3Cloud SOW”).
3. Client Services Agreement, dated May 14, 2021, by and between ADP TotalSource Inc. and Kologik (the “ADP Agreement”).
4. Master Consulting Services Agreement, dated September 8, 2022, by and between CyberTech Systems & Software, Inc. and Kologik (the “CyberTech Agreement”).
5. The Hubspot Terms.
6. Data Processing Agreement, dated June 27, 2023, by and between PandaDoc, Inc. and Kologik (the “PandaDoc Data Agreement”).
7. Master Services Agreement, last revised January 19, 2024, by and between PandaDoc, Inc. and Kologik (the “PandaDoc MSA”).
8. Microsoft Cloud Product Rider, undated, by and between TD Synnex Corporation and the Kologik (the “Microsoft Rider”).
9. Synnex Cloud Services Reseller Terms & Services, undated, by and between Synnex Corporation and Kologik (the “Synnex Terms”).
10. Microsoft Business and Services Agreement, undated, by and between Microsoft and Kologik (the “Microsoft Agreement”).
11. Enterprise Agreement, undated, by and between Microsoft and Kologik (the “Microsoft Enterprise Agreement”).
12. Staffing Services Agreement, dated November 10, 2021, by and between TEKsystems, Inc. and Kologik (the “TEKSystems Agreement”).
13. Engagement Letter, dated January 16, 2024, by and between Rock Creek Advisors, LLC and Kologik (the “Rock Creek Agreement”).
14. Sales Order Form, dated February 1, 2024, by and between Kroll Associates, Inc. and Kologik (the “Kroll Agreement”).
15. Statement of Work, dated December 9, 2023, by and between Kroll Associates, Inc. and Mullen Coughlin LLC as counsel to Kologik (the “Kroll SOW”).
16. Information Security Services Agreement, dated December 9, 2023, by and between Kroll Associates, Inc. and Mullen Coughlin LLC as counsel to Kologik (the “Kroll ISSA”).

(xii)

1. Software License and maintenance Agreement, dated July 1, 2019, by and between the Office of Technology Services, Division of Administration, State of Louisiana on behalf of the Louisiana Criminal Justice Information Systems, Division of the Officer of State Police, Department of Public Safety and Corrections, State of Louisiana and Kologik (the “Louisiana DPS Agreement”).
2. Contract FDLE-019-20, dated February 14, 2020, by and between GCOM Software LLC and the State of Florida’s Department of Law Enforcement (the “FDLE Agreement”).
3. Subcontractor Agreement, dated February 14, 2020, by and between GCOM Software LLC and Kologik (the “GCOM Agreement”).

4. Software-as-a-Service Agreement, dated February 27, 2024, by and between Jackson Police Department and Kologik (the “Jackson Police Agreement”).
5. Prisoner Processing Arrest Form Automation Solution, Contract No. L-10088, dated May 21, 2020, by and between Miami-Dade County and Kologik (the “Miami-Dade Agreement”).
6. Software-as-a-Service Agreement, dated September 1, 2022, by and between Hammond Police Department and Kologik (the “Hammond Agreement”).
7. Software-as-a-Service Agreement, dated July 6, 2023, by and between Ponchatoula Police Department and Kologik (the “Ponchatoula Agreement”).
8. Software-as-a-Service Agreement, dated January 19, 2022, by and between San Luis Obispo County Sheriff’s Office and Kologik (the “San Luis Obispo Agreement”).
9. Software-as-a-Service Agreement, dated October 20, 2021, by and between Hardeman County Sheriff’s Office and Kologik (the “Hardeman Agreement”).
10. Software-as-a-Service Agreement, dated April 9, 2024, by and between Minden Police Department and Kologik (the “Minden Agreement”).
11. Purchase Order, dated September 28, 2021, by and between Smith County, Texas and Kologik (the “Smith Order”).
12. Software-as-a-Service Renewal Agreement, dated April 19, 2023, by and between Frio County Sheriff’s Office and Kologik (the “Frio Agreement”).
13. Software-as-a-Service Renewal Agreement, dated August 16, 2023, by and between Magnolia Police Department and Kologik (the “Magnolia Agreement”).
14. Purchase Order, dated May 7, 2019, by and between La Salle Sheriff’s Office and Kologik (the “La Salle Order”).
15. Purchase Order, dated February 17, 2020, by and between Robstown Police Department and Kologik (the “Robstown Order”).
16. Purchase Order, dated October 18, 2019, by and between Jack County Sheriff’s Office and Kologik (the “Jack County Order”).
17. Software-as-a-Service Renewal Agreement, dated March 24, 2022, by and between Cameron Police Department and Kologik (the “Cameron Agreement”).

(xiii)

1. Louisiana DPS Agreement.
2. GCOM Agreement.
3. Miami-Dade Agreement.
4. San Luis Obispo Agreement.

(xiv) None.

(xv) None.

(xvi)

1. Software-as-a-Service Renewal Agreement, dated May 19, 2022, by and between US Fish & Wildlife Service Division of Refuge Law Enforcement and Kologik (the “Fish & Wildlife Renewal”).
2. Software-as-a-Service Agreement, dated June 2, 2023, by and between US Fish & Wildlife Service Office of Law Enforcement and Kologik (the “Fish & Wildlife Agreement”).
3. Software-as-a-Service Agreement, dated June 15, 2023, by and between United States Forest Service – LA Office and Kologik (the “LA Forest Service Agreement”).
4. Agreement, by and between US Border Patrol and Kologik (the “Border Patrol Agreement”).
5. Agreement, by and between US Marshal and Kologik (the “US Marshal Agreement”).
6. Agreement, by and between US Marshal Eastern District and Kologik (the “US Marshal Eastern District Agreement”).
7. Purchase Order, dated February 19, 2020, by and between USDA US Forest Service Lufkin and Kologik (the “Lufkin Forest Service Agreement”).
8. Software-as-a-Service Agreement, dated June 8, 2023, by and between Marine Corps Police Department and Kologik (the “Marine Corps Police Agreement”).

(xvii) None.

(xviii) None.

(xix)

(A) None.

(B)

1. Master Services Agreement, dated November 8, 2022, by and between Crimer, Inc. and Kologik (the “Crimer Agreement”).
2. The CyberTech Agreement.
3. Master Services Agreement, dated November 20, 2017, by and between Kologik Capital, LLC and Making Sense, LLC (the “Making Sense Agreement”).
4. Independent Consulting Agreement, dated November 1, 2023, by and between Kologik and Sparc LLC (the “Sparc Agreement”).

(C) None.

(xx)

(A) The Salamander Agreement.

(B) None.

(xxi) None.

(xxii) None.

(xxiii) None.

Schedule 5.14(a)
Labor Matters

Information required by the first sentence of Section 5.14(a) of the Agreement has been provided to Buyer separately via e-mail, and such information is incorporated herein for all purposes. No Employee, independent contractor or consultant of Seller holds a Seller-sponsored visa or other temporary work authorization.

Name	Status (Active / Inactive)	Full-Time / Part-Time	Exempt / Non- Exempt	Job Title	Annual Salary	Location	Paid Time Off

Schedule 5.14(d)
Compliance with Labor Matters

One employee, A Powell, was classified as a salaried employee; however, her duties defined her as an hourly employee. Such classification was discovered in January 2024.

Schedule 5.15(a)
Employee Benefits

1. The COO Employment Agreement.
2. Health coverage – Kologik pays 100% of the cost of the low cost plan. If an Employee elects the buy up plan, Kologik pays an amount equivalent to the low cost plan towards such employee's buy up plan.
3. Dental coverage – Kologik pays 100% of the cost of the low cost plan. If an Employee elects the buy up plan, Kologik pays an amount equivalent to the low cost plan towards such employee's buy up plan.
4. Vision coverage – Kologik pays 100% of the cost of the low cost plan. If an Employee elects the buy up plan, Kologik pays an amount equivalent to the low cost plan towards such employee's buy up plan.
5. Life insurance coverage – Kologik pays 100% of basic (\$50,000) plan for Employees only.
6. Short Term Disability – Kologik pays 100% of Employees only.
7. Long Term Disability – Kologik pays 100% of Employees only.
8. HSA – If Employees opt for the low cost plan, there is an HSA to which they can contribute. If an Employee contributes \$50 or more per month, Kologik contributes \$50 per month to such Employee's HSA.
9. 401k is offered through ADP; Kologik matches up to 4% for Employees.
10. Kologik offers other various benefits, including, without limitation, the following benefits and policies that are set forth in the Kologik Employee Handbook dated November 1, 2023, which is attached hereto and incorporated herein as Exhibit 5.15(a):
 - a. Paid holidays;
 - b. Paid time off;
 - c. Lactation breaks;
 - d. Jury duty;
 - e. Bereavement leave;
 - f. Voting leave; and
 - g. Employee referral awards.

Kologik Employee Handbook



November 1, 2023

ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Kologik. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Kologik adheres to the policy of employment at will, which permits the Company or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No Company representative other than the CEO may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be signed and in writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the CEO.

This handbook supersedes all prior handbooks.

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Section 1 - Welcome and A Little About Kologik

1-1. A Little About Kologik

What Do We Do?

Law enforcement agencies and first responders depend on data to help them do their job effectively and stay safe. But when data is inaccessible, unorganized, or uncategorized it makes it impossible for systems to talk to each other, creating disparate workflows.

That's why there's Kologik.

Founded in December 2015, Kologik's patented technology allows local, state, and federal law enforcement agencies and first responders across the nation to securely access distributed data and share information safely.

Our easy-to-use suite of robust, secure, cloud-based software solutions and tech services help connect officers, first responders, and communities faster than ever before.

We offer four innovative software solutions.

- COPSync provides real-time information gathering and sharing from the point of incident, making it simple for officers and administrators to exchange data. With COPSync, data entered on-scene is immediately available systemwide to all COPSync network subscribers, no matter where they're located.
- Computer-Aided Dispatch (CAD) is a powerful and easy-to-use multi-agency dispatch solution for police, sheriff, fire and EMS, offering real-time, on-screen mapping of 911 callers and active units.
- Records Management System (RMS) allows agencies to easily record, store and manage data for patrol, traffic, street crimes, narcotics, investigators and administration in a central database that enables law enforcement to track and manage information.
- Jail Management System (JMS) is a complete suite of solutions for managing a jail facility, from booking to release in one simple, intuitive package.

Kologik is a full service provider, delivering products, onboarding, and 24x7 support every step of the way. We're continually adding new integrations, features, and team members to help support our customers.

Why Do We Exist?

Kologik provides law enforcement and other public safety agencies with right-fit software applications that connect public safety to the information they need to keep officers, responders, and communities safe. Our secure and scalable tools are built by our team committed to supporting what our customers do, accepting feedback and trying new things, and constantly improving our products, processes and 24/7 service to our customers.

In short, we exist to improve officer and community safety.

How Do We Behave?

At Kologik, we have three values we use to set the standard for how we behave with each other and our customers. These values are:

Have a Winning Mindset

- We are hungry, driven, passionate, and execution focused.
- We act with urgency and clear roadblocks that arise.
- We meet our commitments to each other and to our customers.

"Desire is the key to motivation, but it's the determination and commitment to an unrelenting pursuit of your goal - a commitment to excellence - that will enable you to attain the success you seek." - Mario Andretti

Be a Coachable Change Agent

- We fail quickly and learn.
- We seek continuous improvement.
- We think critically, question why, and innovate.

"The only real mistake is the one from which we learn nothing." - Henry Ford

Act as a Servant Leader

- We focus on teamwork and are collaborative, not siloed.
- We are customer-centric and measure success by meeting our customer's needs.
- We believe in doing the right thing, even when no one is looking.

"None of us is as smart as all of us." - Ken Blanchard

Section 2 - Governing Principles of Employment

2-1. Introduction

Welcome to Kologik! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. For employees who have been with us for awhile, thank you for your past and continued service. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further Kologik's mission of helping to connect officers and enable safer communities.

You are joining an organization that is committed to improving officer and community safety by delivering excellence in both our products and services. We strive to continually improve and innovate our product using our vast experience and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective services/products in the industry. With your active involvement, creativity, and support, Kologik will continue to achieve its goals. We sincerely hope you will take pride in being an important part of Kologik's success.

Key to your success here will be understanding and practicing our values. These values set the standard for how we behave with each other, with our customers, and everyone with whom we come in contact. At Kologik, we believe in:

- having a winning mindset,
- being coachable change agents, and
- acting as servant leaders.

You will read more about these values and our mission in the coming pages.

Please take time to review the policies and information contained in this handbook. We hope you will find it useful and will come back and reference it when needed. But a handbook can only go so far, so I encourage you to ask questions of your supervisor, peers, and of me whenever you need more information.

Paul San Soucie
CEO

2-2. Equal Employment Opportunity

Kologik is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. Kologik's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

The Company will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and

practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the Company's business operations.

Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact the Employee's Supervisor and/or the COO to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. The Company then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. The Company will evaluate requested accommodations, and as appropriate, identify other possible accommodations, if any. The individual will be notified of The Company's decision regarding the request within a reasonable period. The Company treats all medical information submitted as part of the accommodation process in a confidential manner.

2-3. Non-Harassment

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Employee's Supervisor and/or the COO. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the Employee's Supervisor and/or the COO. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

It is Kologik's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Kologik.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or

e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the COO. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

2-4. Drug-Free and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, Kologik has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

Violation of this policy will result in disciplinary action, up to and including discharge.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company employee, including themselves.

2-5. Workplace Violence

Kologik is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

Kologik does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, Kologik specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, Kologik does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede Kologik's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for the Company to be aware of any potential danger in its offices. Indeed, the Company wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

Section 3 - Operational Policies

3-1. Employee Classifications

For purposes of this handbook, all Kologik employees fall within one of the classifications below.

Full-Time Employees - Employees who regularly work at least 32 hours per week who were not hired on a short-term basis.

Part-Time Employees - Employees who regularly work fewer than 32 hours per week who were not hired on a short-term basis.

Short-Term Employees - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term employees generally are not eligible for Company benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

3-2. Your Employment Records

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in the ADP TotalSource system and in their personnel file.

Employees should keep their personnel file up to date by entering changes in a timely manner directly into the ADP TotalSource system and also informing the CFO of any changes. Employees also should inform the CFO of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

3-3. Working Hours and Schedule

Kologik normally is open for business from 8:30 AM to 5:00 PM, Monday through Friday. However, each department determines the work schedule and hours for employees as necessary for its operation.

Due to the 24/7 operational nature of our Customer Support Center, Support Center employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point Kologik may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law. A supervisor will provide further details.

3-4. Remote Work/Telecommuting

Kologik may allow employees to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by-case basis by the Company. Employees also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work.

This policy provides general information regarding remote work/telecommuting. Employees who are approved to work remotely should speak with their Supervisor for specific details of their remote work/telecommuting arrangement, such as expected work hours, equipment provided, and other important information.

Any remote work/telecommuting arrangement may be discontinued by the Company at any time and at the discretion of the Company. Employees also may discontinue the arrangement but may not be guaranteed office space at the Company's location.

At-Will Employment

This policy and any individual agreement addressing this work arrangement do not create a contract of employment and are not intended to be considered or construed as a promise of continued employment. Employment is at will and may be discontinued at any time by the Company or employee without notice, cause, or liability.

Hours of Work

Employees will work full time from home. Scheduled hours of work will be set by the employees' manager or supervisor. Employees should maintain regular contact with their supervisors and managers.

Nonexempt employees must accurately record all hours worked pursuant to the Company's timekeeping system and take rest and meal breaks as if in the Company's workplace and as required by law. Nonexempt employees may not work beyond scheduled working hours (including working more than 40 hours in a workweek) without prior authorization from their manager or supervisor.

Location

Employees will provide, at their expense, a secure, dedicated work area appropriate to their role. Employees who have customer facing responsibilities must ensure their work environment is free from distractions and background noise. Employees are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Employees will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any Company-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by the Company.

Duties

Employees are expected to follow all existing Company policies and procedures. The duties, obligations, responsibilities, and conditions of employment with the Company remain unchanged. Employees must stay engaged with work throughout the workday and be fully available during normal business hours. If employees do not successfully perform their job duties remotely, this arrangement will be revoked. Employees are expected to follow existing Company policies with respect

to scheduled and unscheduled time off, including the obligation to speak with their manager or supervisor before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

Accidents and Injuries

Employees agree to maintain safe conditions in the remote work space and to practice the same safety habits and rules applied on Company premises. If employees incur an injury arising out of the course and scope of the assigned job duties while working in the remote work space, the workers' compensation provisions in place for the state in which the employees are working will apply. Employees must notify their supervisor or manager immediately and complete all necessary and/or requested documents regarding the reported injury. The Company assumes no responsibility for injuries occurring in the remote work space outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote work space.

Equipment

Employees agree to use electronic equipment that has been encrypted and meets all of the Company's security requirements. If the Company provides equipment for home use, employees agree to provide a secure location for Company-owned equipment and will not use, or allow others to use, such equipment for purposes other than Company business. Employees have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by the Company. The Company will bear the expense of removal of any such equipment, linkages, and installations provided by the Company upon the termination of the remote work/telecommuting arrangement but not modification of or repairs to the work location. Employees hereby release the Company from any damage or liability incurred in the installing or removal of the equipment provided by the Company.

Return of Company Property

All equipment, records, and materials provided by the Company will remain Company property. Employees agree to return Company equipment, records, and materials upon request. All Company equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five (5) business days of written notice to the employees.

Expenses

Upon presentment of receipts and in accordance with the ***Travel & Expense Policy***, the Company will reimburse employees for certain preapproved expenses.

Regular household utility charges, such as electricity, water, phone, Internet service, auto, homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.

Confidentiality

Employees agree that they are subject to the Company's policies prohibiting the nonbusiness use or dissemination of the Company's confidential business information. Employees will take all appropriate steps to safeguard the Company's confidential business information, including segregating it from personal papers and documents, not allowing nonemployees to access such information, and keeping such information in locked drawers or file cabinets when not in use. Employees will maintain confidential information, including, but not limited to, information regarding the Company's products or services, processing, marketing and sales, client lists, client e-mail addresses and mailing addresses, client data, orders, memoranda, notes, records, technical data, sketches, designs, plans, drawings, trade secrets,

research and development data, experimental work, proposals, new product and/or service developments, project reports, sources of supply and material, operating and cost data, and corporate financial information.

Contact

If employees have any questions concerning this policy, they should contact their Supervisor.

3-5. Timekeeping Procedures

Non-exempt employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, time out and returning from a lunch or mealbreak, as well as the beginning and ending time of any departure from work for any non-work-related reason, in the ADP Time & Attendance system as prescribed by management. All non-exempt employees are scheduled mealbreaks and are expected to take at least a 30 minute mealbreak whenever working a shift of five or more hours. If for any reason an employee feels prevented from taking breaks or directed to incorrectly record their time, the employee should immediately alert the CFO or COO.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Non-exempt employees may not start work until their scheduled starting time.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

All employees are required to record all absences from work for reasons such as leaves of absence, sick leave or personal business, in a timely manner in the ADP TotalSource Time Off request system.

3-6. Overtime

Like most successful companies, Kologik experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law.

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

3-7. Safe Harbor Policy for Exempt Employees

It is Kologik's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are

made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for Kologik. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because the Company has decided to close a facility on a scheduled work day; absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact the CFO or any other supervisor in Kologik with whom the employee feels comfortable.

3-8. Your Paycheck

Employees will be paid semi-monthly for all the time worked during the past pay period. Kologik's pay dates are on the 5th (for the period covering the 16th through the end of the month) and on the 20th (for the period covering the 1st through the 15th of the month). If the pay date falls on a federal or company observed holiday or on the weekend, employees will receive their paycheck on the preceding workday. We encourage employees to sign up for direct deposit so their pay may be directly deposited into their checking and/or savings accounts.

Payroll stubs itemize deductions made from gross earnings. By law, Kologik is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs will also differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of their Supervisor and the CFO immediately so the Company can resolve the matter quickly and amicably.

If an employee does not have an active direct deposit set-up for their pay, paychecks will be mailed to the employee unless the employee authorizes in writing that another person may accept the check.

3-9. Direct Deposit

Kologik strongly encourages employees to use direct deposit. Direct deposit may be set-up in the ADP TotalSource system and can accommodate multiple accounts if desired. Employees should contact the ADP MyLife Advisor Help Line at 844-448-0325 for assistance with this if needed.

3-10. Performance Review

Depending on the employee's position and classification, Kologik endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the Company encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

3-11. Record Retention

Kologik acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Company and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the CEO to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

3-12. Job Postings

Kologik is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all employees. To be eligible to apply for an open position, employees must meet the following requirements:

- be a current, regular, full-time or part-time employee;
- have been in their current position for at least six (6) months; maintain a performance rating of satisfactory or above;
- not be on conduct/performance-related probation or warning; meet the job qualifications listed on the job posting; and
- provide their current manager with notice prior to applying for the position.

If employees find a position of interest on the job posting website and they meet the eligibility requirements, they should notify their Supervisor and the hiring manager for the open position in writing of their interest in order to be considered for the position. Not all positions are guaranteed to be posted. The Company reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information, employees should speak with their Supervisor.

Section 4 - Benefits

4-1. Benefits Overview

In addition to good working conditions and competitive pay, it is Kologik's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as paid-time off (PTO) and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Kologik provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the ADP MyLife Advisor Help Line. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Kologik (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the ADP MyLife Advisor Help Line.

4-2. Paid Holidays

Full-time employees will be paid for the company's observed holidays which are published annually. There are usually 10 to 11 holidays depending on when they fall on the calendar. The observed holidays typically include:

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

Additionally, employees are given one (1) Floating Holiday per year which they may schedule with prior Supervisor approval. Employees hired after July 1 will not accrue the Floating Holiday until the following year.

When holidays fall or are celebrated on a regular work day, eligible exempt employees will receive one day of regular pay for the holiday. If your scheduled work week is not on the company celebrated holiday (ie. your schedule is Wednesday through Saturday and Monday is a holiday), employees will be given one floating holiday to be used within the next quarter.

Non-exempt full-time employees who are scheduled to work on a holiday will receive one time and a half their regular straight-time rate. For employees whose regular schedule does not fall on the scheduled holiday (ie. your schedule is Wednesday through Saturday and Monday is the holiday), those employees will be given one floating holiday to be used within the next quarter. Employees who are scheduled to work on a holiday but want to take the day off will receive the equivalent of 8 hours of regular pay (which should be entered as a "HOLWRK" on your timecard).

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) and it will not count as PTO.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of the Company.

4-3. Paid Time Off

Kologik appreciates how hard employees work and recognizes the importance of providing time for rest and relaxation. Kologik fully encourages employees to get this rest by taking paid time off.

Full-Time Employees

The Paid Time Off Policy (PTO) provides regular, full-time staff members with an entitlement of days away from work with pay. PTO days may be used for vacation, personal time, illness or time off to care for dependents. PTO must be scheduled in advance and approved by the employee's supervisor, except in cases of illness or emergency. Paid Time Off is earned on an employment- yearly basis and is earned on the first day of each month following the date of employment.

Paid Time Off is based on the following schedule.

<u>Completed Years of Employment:</u>	<u>Paid Time Off:</u>
Up to and including year 2	14 days (9.33 hours per month)
Beginning year 3	15 days (10.00 hours per month)
Beginning year 4	16 days (10.67 hours per month)
Beginning year 5	17 days (11.33 hours per month)

Time off may only be used as it is earned, except in the case of illness. After an employee's first employment anniversary, PTO may be scheduled at any time during your employment year. You may schedule PTO in whole days or in increments as small as one hour.

Eligible employees accrue PTO up to a cap of one and one-half (1.5) times their maximum yearly accrual. At that point, accrual stops until banked PTO is used. For example, if the maximum PTO accrual for a year is 14 days, an eligible employee will stop accruing PTO once the employee has 21 banked days.

Employees must submit all requests for PTO or the Floating Holiday to their Supervisor at least two (2) weeks in advance or as soon as is practicable in the case of time off for illness. Requests are to be submitted through the ADP TotalSource system. Every effort will be made to grant requests, consistent with operating schedules. However, if too many people request the same period of time off, the Company reserves the right to choose who may take time off during that period.

Part-Time Employees

Part-time employees are not eligible to accrue PTO unless it is required by local or state mandates.

Notice for Absences

If employees will be out of work due to illness or due to any other emergency for which notice could not be provided, they must call in and notify their supervisor as early as possible, but at least by the start of their workday. If they call in sick for five (5) or more consecutive days, they may be required to provide their supervisor with a doctor's note on the day they return to work.

Upon Separation

Accrued, unused PTO is paid out upon separation.

4-4. Lactation Breaks

Kologik will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall to express milk in private. This location may be the employee's private office, if applicable. The Company may not be able to provide additional break time if doing so would seriously

disrupt the Company's operations, subject to applicable law. Please consult the ADP MyLife Advisor Help Line with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

4-5. Workers' Compensation

On-the-job injuries are covered by Kologik's Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow Company procedures may affect the ability of employees to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

4-6. Jury Duty

Kologik realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the Company during such week.

4-7. Bereavement Leave

The death of a family member is a time when employees wish to be with their families. If the employee is full-time and loses a close relative, the employee will be allowed paid time off of up to three (3) days to assist in attending to obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, child, parent, sibling, inlaws, step- child or any other relation required by applicable law. Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, Kologik may require verification of death.

4-8. Voting Leave

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

4-9. Insurance Programs

Full-time employees may participate in Kologik's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, employees will receive plan information and summary plan descriptions (SPDs - which are available on the company's Teams pages) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact the ADP MyLife Advisor Help Line with any further questions.

4-10. Long-Term Disability Benefits

Full-time employees are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between Kologik and the insurance carrier.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

4-11. Salary Continuation (Short-Term Disability)

Kologik provides enhanced monetary short-term disability (STD) benefits to full-time employees. These enhanced monetary benefits are inclusive of any monetary workers' compensation or statutory short-term disability benefits.

This is not a leave of absence provision. Employees who will be out of work must request a leave of absence. See the Leave of Absence sections of this handbook for more information. Employees will be required to submit medical certification as requested by Kologik. Required medical certification under this policy may differ from the medical certification required for any leave of absence requested.

4-12. Employee Assistance Program

Kologik provides the Employee Assistance Program (EAP), which offers qualified counselors to help employees cope with personal problems they may be facing. Further details can be obtained through the ADP MyLife Advisor Help Line.

4-13. Employee Referral Awards

Kologik encourages all employees to refer qualified job applicants for available job openings. Other than managers in the line of authority and members of the Leadership Team, all employees are eligible to receive employee referral awards. When making referrals, instruct the applicant to list the employee's name on their employment application as the referral source. If the referral is hired and completes six (6) months of service and the referring employee is still an active employee of the Company, the referring employee is eligible to receive a monetary award. The reward is currently a gross amount of \$750 for regular part-time hires and \$1,500 for regular full-time hires. Refer to the Employee Referral Program for more details.

4-14. Retirement Plan

Eligible employees are able to participate in Kologik's retirement plan after 90 days of employment. Plan participants may make pre-tax and post-tax contributions to a retirement account.

Upon becoming eligible to participate in this plan, employees will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to the ADP MyLife Advisor Help Line if there are any further questions.

Section 5 - Leaves of Absence

5-1. Personal Leave

If employees are ineligible for any other Company leave of absence, Kologik, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to four (4) weeks. However, a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted after considering business needs. During the leave, employees will not earn vacation, personal days or sick days. We will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the Company in a timely manner, subject to the terms of the plan documents.

When the employee anticipates returning to work, he or she should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, the Company will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the Company will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Company-provided Short-Term Disability Leave of Absence.

5-2. Military Leave

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that Kologik can maintain proper coverage while employees are away.

5-3. Family and Medical Leave

The Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact their supervisor or ADP TotalSource.

I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must: 1) have been employed by a covered Company* for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

***Note a covered Company is one which has employed 50 or more employees for at least 20 workweeks in the current or preceding calendar year.**

II. Entitlements

The FMLA provides eligible employees with a right to leave, applicable health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

A. Basic FMLA Leave Entitlement:

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces in support of contingency operations or Regular Armed Forces for deployment to a foreign country. This leave also is available for family members of active duty service members.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit

and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A **"covered servicemember"** is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces."

Covered servicemembers also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember.

D. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

E. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage (if applicable) on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

G. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform their supervisor or ADP TotalSource (866-400-6011), Option 2 or email: Totalsource.FMLA@adp.com) of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job; they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to active duty status; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company and/or ADP TotalSource notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees, who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company shall inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and

sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Reporting Changes to Anticipated Return Date & Periodically Concerning Intent to Return to Work

Employees must contact ADP TotalSource at 1-844-448-0325 periodically in accordance with the instructions noted on the Eligibility Notice regarding their status and intention to return to work at the end of the FMLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company or ADP TotalSource with reasonable notice (i.e., within two business days) of the employee's changed circumstances and new return to work date. If employees give the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company's obligation to maintain applicable health benefits (subject to COBRA requirements) and to restore their positions will cease.

F. Substitute Paid Leave for Unpaid FMLA Leave

Employees must (unless the Company specifically informs employees otherwise) use any accrued paid time off while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time off to supplement any paid disability benefits.

G. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage (if applicable) under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method. Employees should contact their immediate supervisor to make these arrangements.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

IV. Exemption for Highly Compensated Employees

The Company may choose not to return highly compensated employees (highest paid 10% of employees at a worksite or within 75 miles of that worksite) to their former or equivalent positions following a leave if restoration of employment will cause substantial economic injury to the Company. (This fact-specific determination will be made by the Company on a case-by-case basis.) The Company will notify you if you qualify as a "highly compensated" employee, if the Company intends to deny reinstatement, and of your rights in such instances.

V. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact your supervisor or ADP TotalSource at 1-844-448-0325, or email: Leaves@adp.com. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact ADP TotalSource immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

VI. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in your Company handbook as applicable or contact your supervisor or ADP TotalSource.

Section 6 - General Standards of Conduct

6-1. Workplace Conduct

Kologik endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing Kologik property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of Kologik's Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of Kologik's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
10. Gambling on Company property.
11. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of Kologik's Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of Kologik policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Kologik reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

6-2. Punctuality and Attendance

Employees are hired to perform important functions at Kologik. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and Supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify Supervisors as early as possible, but no later than the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with the Company.

6-3. Use of Communications and Computer Systems

Kologik's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the Kologik systems.

Kologik may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

Further, Kologik may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Company's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords. Kologik

communications and computer systems are not to be used to conduct business in any form for another company.

Employees may not allow access to or use of company systems or resources by non-company individuals or for non-company purposes without the prior approval of their supervisor.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems or to any Company systems or equipment without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge and/or criminal prosecution where applicable.

6-4. Use of Social Media

Kologik respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether an employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions Company and also expresses either a political opinion or an opinion regarding Company's actions that could pose an actual or potential conflict of interest with Company, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not Company's position. This is necessary to preserve Company's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Company policies apply equally to employee social media usage.

Kologik encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

6-5. Personal and Company-Provided Portable Communication Devices

Kologik-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

6-6. Inspections

Kologik reserves the right to require employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

6-7. Smoking

Smoking, including the use of e-cigarettes, is prohibited on Company premises and in all Company vehicles.

6-8. Personal Visits and Telephone Calls

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in Kologik facilities other than the reception areas.

6-9. Solicitation and Distribution

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing their work tasks for Kologik. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

6-10. Bulletin Boards

Important notices and items of general interest are continually posted on Kologik's electronic sharing pages in Teams or on office bulletin boards. Employees should make it a practice to review shared Team's pages or office bulletin boards frequently. This will assist employees in keeping up with what is current at Kologik. To avoid confusion, employees should not post or remove any material from the Team's pages or office bulletin boards unless authorized to do so.

6-11. Confidential Company Information

During the course of work, employees may become aware of confidential information about Kologik's business, including but not limited to information regarding Company finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers

and potential customers. Employees also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to Kologik's competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

6-12. Use of Facilities, Equipment and Property, Including Intellectual Property

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes or files, print materials and software, or any copyrighted trademarked material.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to employees' personal belongings.

6-13. Health and Safety

The health and safety of employees and others on Company property are of critical concern to Kologik. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

6-14. Hiring Relatives/Employee Relationships

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Kologik may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

6-15. Employee Dress and Personal Appearance

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some employees may be required to wear uniforms or safety equipment/clothing. Employees should contact their supervisor for specific information regarding acceptable attire for their position. If employees report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well-groomed and wearing the proper attire.

6-16. Publicity/Statements to the Media

All media inquiries regarding the position of the Company as to any issues must be referred to the COO or CEO. Only the COO or CEO are authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the COO or the CEO, are authorized to make those statements on behalf of Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the COO or CEO.

6-17. Operation of Vehicles

All employees authorized to drive rented vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Portable Communication Device Use While Driving

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employees are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

6-18. Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to Expensify along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

Refer to **Kologik's Travel & Expense Policy** for further information.

6-19. References

Kologik will respond to reference requests through the Finance Department. The Company will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Finance Department.

Only the Finance Department may provide references.

6-20. If You Must Leave Us

Should you decide to leave the Company, we ask that you provide a written notification to your Supervisor with at least two (2) weeks advance notice of departure. Your thoughtfulness will be appreciated. All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. You also must return all of the Company's

Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

6-21. Exit Interviews

Employees who resign are requested to participate in an exit interview with a member of the Leadership Team, if possible.

6-22. A Few Closing Words

This handbook is intended to give employees a broad summary of things they should know about Kologik. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Kologik, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about the Company or its personnel policies and practices.

6-23. Code of Ethics and Business Conduct

Build Trust and Credibility

The success of our business is dependent on the trust and confidence we earn from our employees, customers and investors. We gain credibility by adhering to our commitments, displaying honesty and integrity and reaching company goals solely through honorable conduct. It is easy to say what we must do, but the proof is in our actions. Ultimately, we will be judged on what we do.

When considering any action, it is wise to ask: will this build trust and credibility for Kologik? Will it help create a working environment in which Kologik can succeed over the long term? Is the commitment I am making one I can follow through with? The only way we will maximize trust and credibility is by answering "yes" to those questions and by working every day to build our trust and credibility.

Respect for the Individual

We all deserve to work in an environment where we are treated with dignity and respect. Kologik is committed to creating such an environment because it brings out the full potential in each of us, which, in turn, contributes directly to our business success. We cannot afford to let anyone's talents go to waste.

Kologik is an equal employment/affirmative action employer and is committed to providing a workplace that is free of discrimination of all types from abusive, offensive or harassing behavior. Any employee who feels harassed or discriminated against should report the incident to his or her manager or to human resources.

All Kologik employees are also expected to support an inclusive workplace by adhering to the following conduct standards:

- Treat others with dignity and respect at all times.
- Address and report inappropriate behavior and comments that are discriminatory, harassing, abusive, offensive or unwelcome.

- Foster teamwork and employee participation, encouraging the representation of different employee perspectives.
- Seek out insights from employees with different experiences, perspectives and backgrounds.
- Avoid slang or idioms that might not translate across cultures.
- Support flexible work arrangements for co-workers with different needs, abilities and/or obligations.
- Confront the decisions or behaviors of others that are based on conscious or unconscious biases.
- Be open-minded and listen when given constructive feedback regarding others' perception of your conduct.

Kologik will not tolerate discrimination, harassment or any behavior or language that is abusive, offensive or unwelcome.

Create a Culture of Open and Honest Communication

At Kologik everyone should feel comfortable to speak his or her mind, particularly with respect to ethics concerns. Managers have a responsibility to create an open and supportive environment where employees feel comfortable raising such questions. We all benefit tremendously when employees exercise their power to prevent mistakes or wrongdoing by asking the right questions at the right times.

Kologik will investigate all reported instances of questionable or unethical behavior. In every instance where improper behavior is found to have occurred, the company will take appropriate action. We will not tolerate retaliation against employees who raise genuine ethics concerns in good faith.

For your information, Kologik's whistleblower policy is as follows:

Employees are encouraged, in the first instance, to address such issues with their managers or their next higher level manager, as most problems can be resolved swiftly. If for any reason that is not possible or if an employee is not comfortable raising the issue within his or her manager chain, employees should contact the COO or CEO. Kologik has an open-door policy.

Set Tone at the Top

Management has the added responsibility for demonstrating, through their actions, the importance of this Code. In any business, ethical behavior does not simply happen; it is the product of clear and direct communication of behavioral expectations, modeled from the top and demonstrated by example. Again, ultimately, our actions are what matters.

To make our Code work, managers must be responsible for promptly addressing ethical questions or concerns raised by employees and for taking the appropriate steps to deal with such issues. Managers should not consider employees' ethics concerns as threats or challenges to their authority, but rather as another encouraged form of business communication. At Kologik, we want the ethics dialogue to become a natural part of daily work.

Uphold the Law

Kologik's commitment to integrity begins with complying with laws, rules and regulations where we do business. Further, each of us must have an understanding of the company policies, laws, rules and regulations that apply to our specific roles. If we are unsure whether a contemplated action is permitted by law or Kologik policy, we should seek the advice from the resource expert. We are responsible for preventing violations of law and for speaking up if we see possible violations.

Because of the nature of our business, some legal requirements warrant specific mention here.

Competition

We are dedicated to ethical, fair and vigorous competition. We will sell Kologik products and services based on their merit, superior quality, functionality and competitive pricing. We will make independent pricing and marketing decisions and will not improperly cooperate or coordinate our activities with our competitors. We will not offer or solicit improper payments or gratuities in connection with the purchase of goods or services for Kologik or the sales of its products or services, nor will we engage or assist in unlawful boycotts of particular customers.

Proprietary Information

It is important that we respect the intellectual property rights of others. We will not acquire or seek to acquire improper means of a competitor's trade secrets or other proprietary or confidential information. We will not engage in unauthorized use, copying, distribution or alteration of software or other intellectual property.

Selective Disclosure

We will not selectively disclose (whether in one-on-one or small discussions, meetings, presentations, proposals or otherwise) any material nonpublic information with respect to Kologik, its securities, business operations, plans, financial condition, results of operations or any development plan. We should be particularly vigilant when making presentations or proposals to customers to ensure that our presentations do not contain material nonpublic information.

Avoid Conflicts of Interest

Conflicts of Interest

We must avoid any relationship or activity that might impair, or even appear to impair, our ability to make objective and fair decisions when performing our jobs. At times, we may be faced with situations where the business actions we take on behalf of Kologik may conflict with our own personal or family interests. We owe a duty to Kologik to advance its legitimate interests when the opportunity to do so arises. We must not use Kologik property or information for personal gain or personally take for ourselves any opportunity that is discovered through our position with Kologik.

It is not possible to give an exhaustive list of situations that could be conflicts of interest. However, here are some other ways in which conflicts of interest could arise:

1. Being employed by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while you are employed with Kologik.
2. Hiring or supervising family members or closely related persons.
3. Serving as a board member for an outside commercial company or organization.
4. Owning or having a substantial interest in a competitor, supplier or contractor. This applies to your own interests or the interests of close family members.
5. Having a personal interest, financial interest or potential gain in any Kologik transaction.
6. Placing company business with a firm owned, controlled or which stands to have financial gain by a Kologik employee or his or her family.
7. Accepting gifts, discounts, favors or services from a customer/potential customer, competitor or supplier, unless equally available to all Kologik employees.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

Determining whether a conflict of interest exists is not always easy to do. Employees with a conflict of

interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from their supervisor and the CEO.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and the company.

Gifts, Gratuities and Business Courtesies

Kologik is committed to competing solely on the merit of our products and services. We should avoid any actions that create a perception that favorable treatment of outside entities by Kologik was sought, received or given in exchange for personal business courtesies. Business courtesies include gifts, gratuities, meals, refreshments, entertainment or other benefits from persons or companies with whom Kologik does or may do business. We will neither give nor accept business courtesies that constitute, or could reasonably be perceived as constituting, unfair business inducements that would violate the law, regulations or policies of Kologik or customers, or would cause embarrassment or reflect negatively on Kologik's reputation.

Accepting Business Courtesies

Most business courtesies offered to us in the course of our employment are offered because of our positions at Kologik. We should not feel any entitlement to accept and keep a business courtesy. Although we may not use our position at Kologik to obtain business courtesies, and we must never ask for them, we may accept limited unsolicited business courtesies that promote successful working relationships and good will with the firms that Kologik maintains or may establish a business relationship with. Generally, such courtesies should not exceed \$25.00 in value and include courtesies extended directly to us or a family member.

Employees who award contracts or who can influence the allocation of business, who create specifications that result in the placement of business or who participate in negotiation of contracts must be particularly careful to avoid actions that create the appearance of favoritism or that may adversely affect the company's reputation for impartiality and fair dealing. The prudent course is to refuse a courtesy from a supplier when Kologik is involved in choosing or reconfirming a supplier or under circumstances that would create an impression that offering courtesies is the way to obtain Kologik business.

Meals, Refreshments and Entertainment

We may accept occasional meals, refreshments, entertainment and similar business courtesies that are shared with the person who has offered to pay for the meal or entertainment, provided that:

- They are not inappropriately lavish or excessive.
- The courtesies are not frequent and do not reflect a pattern of frequent acceptance of courtesies from the same person or entity.
- The courtesy does not create the appearance of an attempt to influence business decisions, such as accepting courtesies or entertainment from a supplier whose contract is expiring in the near future.
- The employee accepting the business courtesy would not feel uncomfortable discussing the courtesy with his or her manager or co-worker or having the courtesies known by the public.

Gifts

Employees may accept unsolicited gifts, other than money, that conform to the reasonable ethical practices of the marketplace, including:

- Flowers, fruit baskets and other modest presents that commemorate a special occasion.
- Gifts of nominal value, such as calendars, pens, mugs, caps and t-shirts (or other novelty, advertising or promotional items).

Generally, employees may not accept compensation, honoraria or money of any amount from entities with whom Kologik does or may do business. Tangible gifts (including tickets to a sporting or entertainment event) that have a market value greater than \$25 may not be accepted unless approval is obtained from management.

Employees with questions about accepting business courtesies should talk to their managers or the HR department.

Offering Business Courtesies

Any employee who offers a business courtesy must assure that it cannot reasonably be interpreted as an attempt to gain an unfair business advantage or otherwise reflect negatively upon Kologik. An employee may never use personal funds or resources to do something that cannot be done with Kologik resources. Accounting for business courtesies must be done in accordance with approved company procedures.

Other than to our government customers, for whom special rules apply, we may provide nonmonetary gifts (i.e., company logo apparel or similar promotional items) to our customers. Further, management may approve other courtesies, including meals, refreshments or entertainment of reasonable value, provided that:

- The practice does not violate any law or regulation or the standards of conduct of the recipient's organization.
- The business courtesy is consistent with industry practice, is infrequent in nature and is not lavish.
- The business courtesy is properly reflected on the books and records of Kologik.

Set Metrics and Report Results Accurately

Accurate Public Disclosures

We will make certain that all disclosures made in financial reports and public documents are full, fair, accurate, timely and understandable. This obligation applies to all employees, including all financial executives, with any responsibility for the preparation for such reports, including drafting, reviewing and signing or certifying the information contained therein. No business goal of any kind is ever an excuse for misrepresenting facts or falsifying records.

Employees should inform Executive Management and the HR department if they learn that information in any filing or public communication was untrue or misleading at the time it was made or if subsequent information would affect a similar future filing or public communication.

Corporate Recordkeeping

We create, retain and dispose of our company records as part of our normal course of business in compliance with all Kologik policies and guidelines, as well as all regulatory and legal requirements.

All corporate records must be true, accurate and complete, and company data must be promptly and accurately entered in our books in accordance with Kologik's and other applicable accounting principles.

We must not improperly influence, manipulate or mislead any unauthorized audit, nor interfere with any auditor engaged to perform an internal independent audit of Kologik books, records, processes or internal controls.

Promote Substance Over Form

At times, we are all faced with decisions we would rather not have to make and issues we would prefer to avoid. Sometimes, we hope that if we avoid confronting a problem, it will simply go away.

At Kologik, we must have the courage to tackle the tough decisions and make difficult choices, secure in the knowledge that Kologik is committed to doing the right thing. At times this will mean doing more than simply what the law requires. Merely because we can pursue a course of action does not mean we should do so.

Although Kologik's guiding principles cannot address every issue or provide answers to every dilemma, they can define the spirit in which we intend to do business and should guide us in our daily conduct.

Accountability

Each of us is responsible for knowing and adhering to the values and standards set forth in this Code and for raising questions if we are uncertain about company policy. If we are concerned whether the standards are being met or are aware of violations of the Code, we must contact the HR department.

Kologik takes seriously the standards set forth in the Code, and violations are cause for disciplinary action up to and including termination of employment.

Be Loyal

Confidential and Proprietary Information

Integral to Kologik's business success is our protection of confidential company information, as well as nonpublic information entrusted to us by employees, customers and other business partners. Confidential and proprietary information includes such things as pricing and financial data, customer names/addresses or nonpublic information about other companies, including current or potential supplier and vendors, and employee data. We will not disclose confidential and nonpublic information without a valid business purpose and proper authorization. And in those instances where such data must be shared outside the company for business purposes, prior management authorization is to be obtained and all data should be protected physically or through encryption. Refer to the Employee Non-Disclosure, Non-Solicitation, and Intellectual Property Agreement for more information.

Use of Company Resources

Company resources, including time, material, equipment and information, are provided for company business use. Nonetheless, occasional personal use is permissible as long as it does not affect job performance or cause a disruption to the workplace.

Employees and those who represent Kologik are trusted to behave responsibly and use good judgment to conserve company resources. Managers are responsible for the resources assigned to their departments and are empowered to resolve issues concerning their proper use.

Generally, we will not use company equipment such as computers, copiers and fax machines in the conduct of an outside business or in support of any religious, political or other outside daily activity, except

for company-requested support to nonprofit organizations. We will not solicit contributions nor distribute non-work-related materials during work hours.

In order to protect the interests of the Kologik network and our fellow employees, Kologik reserves the right to monitor or review all data and information contained on an employee's company-issued computer or electronic device, the use of the Internet or Kologik's intranet. We will not tolerate the use of company resources to create, access, store, print, solicit or send any materials that are harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate.

Questions about the proper use of company resources should be directed to your manager.

Media Inquiries

Kologik is a high-profile company in our community, and from time to time, employees may be approached by reporters and other members of the media. In order to ensure that we speak with one voice and provide accurate information about the company, we should direct all media inquiries to the marketing team. No one may issue a press release without first obtaining the approval of the COO or CEO.

Do the Right Thing

Several key questions can help identify situations that may be unethical, inappropriate or illegal. Ask yourself:

- Does what I am doing comply with the Kologik guiding principles, Code of Conduct and company policies?
- Have I been asked to misrepresent information or deviate from normal procedure?
- Would I feel comfortable describing my decision at a staff meeting?
- How would it look if it made the headlines?
- Am I being loyal to my company and myself?
- Is this the right thing to do?

Section 7 - Colorado Addendum

7-1. Pregnancy Accommodations

In compliance with Colorado law, Kologik will not discriminate against employees because of pregnancy, childbirth or related conditions. If employees request reasonable accommodation due to health conditions related to pregnancy or the physical recovery from childbirth, the Company will endeavor to provide a reasonable accommodation to enable applicants and employees to perform the essential functions of the job, unless the accommodation would impose an undue hardship on the operation of the business. The Company will engage in a timely, good faith, and interactive process with the employee to determine effective, reasonable accommodations for conditions related to pregnancy, physical recovery from childbirth or a related condition.

Reasonable accommodations may include, but are not limited to: more frequent or longer break periods; more frequent restroom, food and water breaks; acquisition or modification of equipment or seating; limitations on lifting; temporary transfer to a less strenuous or hazardous position if available, with return to the current position after pregnancy; job restructuring; light duty, if available; assistance with manual labor; or modified work schedules.

The Company will not require employees affected by pregnancy, physical recovery from childbirth or a related condition to accept an accommodation that they choose not to accept if they did not request an accommodation or if the accommodation is not necessary for the employees to perform the essential functions of the job, nor will the Company require a pregnant employee to take leave if another reasonable accommodation is available which will permit the employee to continue working.

The Company reserves the right to require employees to provide a note stating the necessity of a reasonable accommodation from a licensed health care provider before providing a reasonable accommodation.

The Company will not take adverse action against pregnant employees who request or use a reasonable accommodation related to pregnancy, physical recovery from childbirth or a related condition. The Company will not deny employment opportunities to employees based on the need to make a reasonable accommodation related to pregnancy, physical recovery from childbirth or a related condition.

If employees have any questions about this policy or would like to request a reasonable accommodation, they should contact the Employee's Supervisor and/or the COO.

7-2. Overtime

Non-exempt Colorado employees are entitled to overtime pay at one and one-half times (1.5) their regular rate of pay for all hours worked in excess of 12 hours in a day, 12 hours consecutively (without regard to the starting and ending time of the workday), or 40 hours per workweek, whichever calculation results in the greater payment of wages. Time paid but not worked, such as sick time or paid time off (PTO), will not be counted as hours worked in calculating hours worked for purposes of determining if overtime pay is due.

Please review the Colorado Overtime and Minimum Pay Standards (COMPS) Order for information regarding your rights under Colorado law, available below.

Please contact the employee's Supervisor if you have any questions about overtime requirements or the COMPS Order.

For your convenience, below is the full text of the current COMPS Order #38 poster, as provided by the Colorado Department of Labor and Employment, effective 1/1/22. A copy of the poster is included at the end.

Colorado Overtime & Minimum Pay Standards order ("COMPS Order") #38, Poster & Notice Effective 1/1/22: must update annually; new poster available each mid-December. This poster is from the Colorado Department of Labor and Employment, online at <https://cdle.colorado.gov/posters-0>

Colorado Minimum Wage: \$13.65/hour, or \$10.63 for Tipped Employees, in 2023

- The minimum wage is adjusted each year for inflation, so the above amounts are for only 2023
- All employees must be paid at least the minimum wage (unless exempt in Rule 2), whether paid hourly or another way (salary, commission, piecework, etc.), except unemancipated minors can be paid 15% under full minimum wage
- Use the highest standard if other labor laws also apply, such as Denver's minimum wage (\$17.29 in 2023)

Overtime: 1½ times regular pay rates for hours over 40 weekly, 12 daily, or 12

- Overtime is required each week over 40 hours, or day over 12, even if 2 or more weeks or days average fewer hours
- Employers cannot provide time off ("comp time") instead of time-and-a-half premium pay for overtime hours
- Key variances/exemptions (all are detailed in Rules 2.3-2.4):
 - Modified overtime in a small number of health care jobs; exemption for certain heavy vehicle drivers
 - No 40-hour weekly overtime in downhill ski/snowboard jobs (but 56-hour overtime for many under federal law)
 - Agriculture, as of 11/1/22: overtime after 60 hours; half-hour paid break in days over 12 hours, extra pay if over 15

Meal Periods: 30 minutes uninterrupted and duty-free, for shifts over 5 hours (Rule 1.9)

- Can be unpaid, but only if employees are completely relieved of all duties, and allowed to pursue personal activities
- If work makes uninterrupted meal periods impractical, eating on-duty must be permitted, and the time must be paid
- To the extent practical, meal periods must be at least 1 hour after starting and 1 hour before ending shifts

Rest Periods: 10 minutes, paid, every 4 hours (Rule 5.2)

#Work Hours:	Up to 2	>2, up to 6	>6, up to 10	>10, up to 14	>14, up to 18	>18, up to 22	>22
#Rest Periods:	0	1	2	3	4	5	6

- Need not be off-site, but must not include work, and should be in the middle of the 4 hours to the extent practical
- Rest periods are time worked for minimum wage and overtime purposes, and if employers do not authorize and permit rest periods, they must pay extra for time that would have been rest periods, including for non-hourly-paid employees
- Key variances/exemptions:
 - In some circumstances, 10-minute rest periods can be divided into two of 5 minutes (Rule 5.2.1)
 - Agriculture: certain work requires more breaks; other is exempt (Rule 2.3, & Agricultural Labor Conditions Rules)

Time Worked: Pay for time employers allow performing labor/service for their benefit (Rule 1.9)

- All time on-premises, on duty, or at workplaces (but not just letting off-duty employees be on-premises), including:
 - putting on/removing work clothes/gear (but not clothes worn outside work), cleanup/setup, or other off-clock duty,
 - waiting for assignments at work, or receiving or sharing work-related information,
 - security/safety screening, or clocking/checking in or out, or
 - waiting for any of the above tasks.
- Travel for employer benefit is time worked; normal home/work travel is not (details in Rule 1.9.2)
- Sleep time, if sufficiently uninterrupted and lengthy, can be excluded in certain situations (details in Rule 1.9.3).

Deductions, Credits, Charges, & Withheld Pay (Rule 6, and Article 4 of C.R.S. Title 8)

- Final pay: Owed promptly (if a termination by employer) or at next pay date (if employee resigned)
- Vacation pay: Departing employees must be paid all accrued and unused vacation pay, including paid time off usable for vacation, without deducting or declaring forfeiture based on cause for termination, lack of resignation notice, etc.
- Deductions from pay: Allowed if listed below or in C.R.S. 8-4-105 (including deductions required by law, in a written agreement for the benefit of the employee, for theft in a police report, or for property loss after an audit)
- Tip credits: Employers can pay up to \$3.02 under minimum wage (\$10.63 in 2023, or \$14.27 in Denver), if: (a) tips (not mandatory service charges) raise pay to full minimum, & (b) tips aren't diverted to non-tipped staff/owners
- Meal credits/deductions: Allowed for the cost or value (without employer profit) of voluntarily accepted meals
- Lodging credits/deductions: Allowed if housing is voluntarily accepted by the employee, primarily for the employee's (not the employer's) benefit, recorded in writing, and limited to \$25 or \$100 per week (based on housing type)
- Uniforms: Must be provided at no cost unless they are ordinary clothes without special material or design; employers must pay for any special cleaning required, and cannot require deposits or deduct for ordinary wear and tear

Exemptions from COMPS (Rule 2.2 lists all; key exemptions are below)

- Executives/supervisors, administrators, and professionals paid at least a salary (not hourly wages) of \$45,000 in 2022 (\$50,000 in 2023, \$55,000 in 2024, then inflation-adjusted), except
- \$28.92/hour for highly technical computer work
- Other highly compensated, non-manual-labor employees paid at least 2.25 the above salary (\$101,250 in 2022)
- 20% owners, or at a nonprofit the highest-paid/highest-ranked employee, if actively engaged in management
- Various (not all) types of salespersons, taxi drivers, camp/outdoor education field staff, or property managers

Record-Keeping & Notices of Rights (Rule 7)

- Employers must give all employees (and keep for three years) pay statements that include time worked, pay rate (including any tips and credits), and total pay
- This year's poster must be displayed where easily accessible, or if not practical (such as for remote workers), provided within one month of beginning work and when employees request a copy
- Employers must include a copy of this poster, or a COMPS Order, in any employment handbook or manual
- Violation of notice of rights rules (posting or distribution), including by providing information undercutting this poster, may yield fines and/or ineligibility for employee-specific credits, deductions, or exemptions in COMPS

Complaint & Anti-Retaliation Rights (Rule 8)

- Employees can send the Division (contact info below) complaints or tips about violations, or file lawsuits in court
- Employers cannot retaliate against, or interfere with, employees exercising their rights
- Anonymous tips are accepted; anonymity or confidentiality are protected if requested (Wage Protection Rule 4.7)
- Owners and other individuals with control over work may be liable for certain violations - not just the business, even if the business is a corporation, partnership, or other entity separate from its owner(s) (Rule 1.6)
- Immigration status is irrelevant to these labor rights: the Division will not ask or report status in investigations or rulings, and it is illegal for anyone to use immigration status to interfere with these rights (Wage Protection Rule 4.8)

This Poster is a summary and cannot be relied on as complete labor law information. For all rules, fact sheets, translations, questions, or complaints, contact: DIVISION OF LABOR STANDARDS & STATISTICS, ColoradoLaborLaw.gov, cdle_labor_standards@state.co.us, 303-318-8441 / 888-390-7936

7-3. Voting Leave

In the event employees do not have sufficient time outside of working hours to vote in a state or municipal election, employees may take off working time to vote. Sufficient time is considered to be three (3) consecutive hours between working hours and the opening or closing of polls. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. Employees will be allowed up to two (2) hours of voting leave on Election Day without loss of pay or retaliation. Supervisors must be notified of the need for leave in advance of Election Day. Supervisors may specify which hours the employee may be absent, unless the employee requests for time off to be taken at the beginning or end of their shift.

7-4. Sick and Safe Time

Eligibility

Kologik provides paid sick leave to all employees. For employees who work in Colorado who are eligible for sick leave under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing paid sick leave pursuant to this policy at the start of employment. Employees will accrue one (1) hour of paid sick leave for every 30 hours worked, up to a maximum accrual of 48 hours each year, inclusive of any hours carried over from the prior year.

Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case paid sick leave accrues based on that normal workweek.

For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may begin using accrued paid sick leave immediately. Paid sick leave may be used in hourly increments. Employees may not use more than 48 hours of accrued paid sick leave in any year.

Employees may use accrued paid sick leave for the following reasons:

1. mental or physical illness, injury or health condition that prevents the employee from working; the need to obtain a medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or the need to obtain preventive medical care;
2. to care for a family member who has a mental or physical illness, injury or health condition; needs to obtain a medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; or needs to obtain preventive medical care;
3. the employee or a family member has been the victim of domestic abuse, sexual assault or harassment and the use of leave is to:

- seek medical attention to recover from a mental or physical illness, injury or health condition caused by the domestic abuse, sexual assault or harassment;
 - obtain services from a victim services organization;
 - obtain mental health or other counseling;
 - seek relocation due to the domestic abuse, sexual assault or harassment; or
 - seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault or harassment;
4. due to a public health emergency, a public official has ordered closure of the employee's place of business or the school or place of care of the employee's child and the employee needs to be absent from work to care for the child.

For purposes of this policy, "family member" means a person who is related to the employee by blood, marriage, civil union or adoption; a child to whom the employee stands in loco parentis or a person who stood in loco parentis when the employee was a minor; or a person for whom the employee is responsible for providing or arranging health- or safety-related care.

Use of paid sick leave will not be conditioned upon the employee searching for or finding a replacement worker.

Unless advised otherwise, the Company will assume, subject to applicable law, that employees want to use available paid sick leave for reasons set forth above. Employees will be paid for such absences to the extent they have paid sick leave available.

Notice and Documentation

Paid sick leave may be requested orally, in writing, electronically or by any other means acceptable to the Company. When possible, employees should include the expected duration of the absence. If the need is foreseeable employees must provide reasonable advance notice to their Supervisor of the need to use accrued paid sick leave, and also make a reasonable effort to schedule the paid sick leave in a manner that does not unduly disrupt Company operations. Where the need is not foreseeable, employees should provide notice as early as practicable.

For paid sick leave of four (4) or more consecutive work days, the Company may require reasonable documentation that the paid sick leave was used for an authorized purpose. The Company will not require the disclosure of details relating to domestic violence, sexual assault or stalking or the details of the employee's or family member's health information as a condition of providing paid sick leave.

Payment

Paid sick leave will be paid at the same hourly rate or salary and with the same benefits, including health care benefits, as the employee normally earns during hours worked. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over up to 48 hours of accrued, unused paid sick leave to the following calendar year. If the employee carries over accrued, unused paid sick leave from the prior year, the employee will be eligible to accrue only enough hours of paid sick leave in the following year to bring the employee to the 48 hours maximum, regardless of how much paid sick leave the employee used in the previous year and when it was used. Accrued but unused paid sick leave will not be paid at separation.

In addition to accrued paid sick leave explained above, on the date a public health emergency is declared, the Company will supplement each employee's accrued paid sick leave as necessary to ensure that the employee may take paid sick leave as follows:

- employees who normally work 40 or more hours in a week may take at least 80 hours of paid sick leave in a public health emergency;
- employees who normally work fewer than 40 hours in a week may take at least the greater of either the amount of time the employee is scheduled to work in a 14-day period or the amount of time the employee actually works on average in a 14-day period.

The Company may count unused accrued paid sick leave, as explained above, toward the supplemental paid sick leave required for a public health emergency. Employees may use public health emergency paid sick leave until four (4) weeks after the official termination or suspension of the public health emergency. Employees may use public health emergency paid sick leave for the following absences related to a public health emergency:

1. to self-isolate and care for oneself when diagnosed with a communicable illness that is the cause of a public health emergency; self-isolate and care for oneself when experiencing symptoms of a communicable illness that is the cause of a public health emergency; seek or obtain medical diagnosis, care or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency; seek preventive care concerning a communicable illness that is the cause of a public health emergency;
2. to care for a family member who is self-isolating after being diagnosed with a communicable illness that is the cause of a public health emergency; is experiencing symptoms of a communicable illness that is the cause of a public health emergency; needs medical diagnosis, care or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency; or is seeking preventive care concerning a communicable illness that is the cause of a public health emergency;
3. with respect to a communicable illness that is the cause of a public health emergency:
 - a local, state or federal public official or health authority having jurisdiction over the location in which the Company is located or the Company determines that the employee's presence on the job or in the community would jeopardize the health of others because of the employee's exposure to the communicable illness or because the employee is exhibiting symptoms of the communicable illness, regardless of whether the employee has been diagnosed with the communicable illness; or
 - care of a family member after a local, state or federal public official or health authority, having jurisdiction over the location in which the family member's place of employment is located, or the family member's employer determines that the family member's presence on the job or in the community would jeopardize the health of others because of the family member's exposure to the communicable illness, or because the family member is exhibiting symptoms of the communicable illness, regardless of whether the family member has been diagnosed with the communicable illness;
4. care of a child or other family member when the individual's child care provider is unavailable due to a public health emergency, or if the child's or family member's school or place of care has been closed by a local, state or federal public official or at the discretion of the school or place of care due to a public health emergency, including if a school or place of care is physically closed but providing instruction remotely;

5. inability to work because the employee has a health condition that may increase susceptibility to or risk of a communicable illness that is the cause of the public health emergency.

Employees must notify the Company of the need for public health emergency paid sick leave as soon as practicable when the need for paid sick leave is foreseeable and the Company's place of business has not been closed. Documentation is not required to take public health emergency paid sick leave.

Public health emergency paid sick leave in the amount described above may be taken once during the entirety of a public health emergency even if such public health emergency is amended, extended, restated or prolonged.

Enforcement and Retaliation

The Company cannot retaliate against employees for requesting or using paid sick leave and employees have the right to file a complaint with the Division of Labor Standards and Statistics in the Colorado Department of Labor and Employment or bring a civil action if paid sick leave is denied by the Company or the Company retaliates against employees for exercising their rights under applicable law.

If employees have any questions regarding this policy, they should contact the ADP MyLife Advisor Help Line.

Section 8 - Louisiana Addendum

8-1. School and Day Care Conf. and Activities Leave

Kologik will grant employees who are parents or guardians of school-age children up to 16 hours of unpaid leave during any 12-month period to observe or participate in conferences or classroom activities related to the employee's dependent children for whom the employee is the legal guardian that are conducted at the child's school or day care center, if such activities cannot reasonably be scheduled during the nonwork hours of the employee. The employee must provide reasonable prior notice of the leave and must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Employees may use accrued paid time off for this purpose.

Section 9 - Nevada Addendum

9-1. Pregnancy Accommodations

According to the Nevada Pregnant Workers' Fairness Act (effective October 1, 2017) (the "Act"), employees have the right to be free from discriminatory or unlawful employment practices based on pregnancy, childbirth or a related medical condition and are entitled to reasonable accommodation.

Under the Act, the Company may not:

- deny a reasonable accommodation to employees and applicants, upon request, for a condition related to pregnancy, childbirth or a related medical condition, unless an accommodation would impose an undue hardship on the business of the Company;
- take adverse employment actions against the employee or applicant based on a need for a reasonable accommodation;
- deny an employment opportunity to a qualified employee or applicant based on a need for a reasonable accommodation; and
- require the employee or applicant to accept an accommodation that the employee or applicant did not request or chooses not to accept or to take leave from employment if an accommodation is unavailable.

Reasonable accommodations may include, but are not limited to:

1. modifying equipment or providing different seating;
2. revising break schedules, which may include revising the frequency or duration of breaks;
3. providing space in an area other than a bathroom that may be used for expressing breast milk;
4. providing assistance with manual labor if the manual labor is incidental to the primary work duties of the employee;
5. authorizing light duty;
6. temporarily transferring the employee to a less strenuous or hazardous position; or
7. restructuring a position or providing a modified work schedule.

Under the Act, the Company may require the employee to submit written medical certification from the employee's physician substantiating the need for an accommodation because of pregnancy, childbirth or related medical conditions, and the specific accommodation recommended by the physician.

Any employee who needs to request an accommodation due to pregnancy, childbirth or a related condition or who has questions regarding this policy should contact the Employee's Supervisor and/or the COO.

9-2. Voting Leave

In the event employees do not have sufficient time outside of working hours to vote in an election, employees may take off working time to vote. Sufficient time is considered to be:

- one (1) hour if the polls are less than two (2) miles from the employee's place of employment; two (2) hours if the polls are between two (2) and ten (10) miles from the employee's place of employment; and
- three (3) hours if the polls are over ten (10) miles from the employee's place of employment.

This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. Employees will be allowed voting leave on Election Day without loss of pay or retaliation. Supervisors must be notified of the need for leave in advance of Election Day. Supervisors may specify when leave may be taken.

9-3. Time Off for School Related Activities

Applies to employers with 50 or more employees for each working day in each of 20 or more calendar weeks in the current calendar year)

Employees may be provided unpaid time off up to 4 hours in one (1) school year per child if they are parents, guardians, or custodians of a child enrolled in a public or private school. The unpaid leave must be used for the following school-related activities:

- Attend parent-teacher conferences;
- Attend school-related activities during regular school hours;
- Volunteer or otherwise be involved at the school in which his or her child is enrolled during regular school hours; or
- Attend school-sponsored events.

Time off must be used in increments of one (1) hour. At least five (5) school days prior to taking leave, the employee must provide a written request for leave to their supervisor. The leave must be at a time mutually agreed upon by the company and the employee.

Employees may be required to provide documentation of their participation in these activities during the time of the leave. Employees may use accrued paid time off for purposes of the leave taken under this policy.

The Company prohibits termination of employment, demotion, suspension, or any other type of discrimination against any employee that is a parent, guardian or custodian of a child that takes leave in accordance with this policy.

Section 10 - Texas Addendum

10-1. Voting Leave

In the event employees do not have sufficient time outside of working hours to vote in an election, employees may take off working time to vote. Sufficient time is considered to be two (2) consecutive hours between working hours and the opening or closing of polls. This time should be taken at the beginning or end of the regular work schedule, whichever allows the most free time for voting and the least time off from work. Employees will be allowed reasonable voting leave on Election Day without loss of pay or retaliation. Where possible, supervisors should be notified of the need for leave in advance.

Section 11 - Virginia Addendum

11-1. Pregnancy Accommodations

In compliance with Virginia law, Kologik will provide reasonable accommodation to the known limitations of a person related to pregnancy, childbirth or related medical conditions, unless the Company can demonstrate that the accommodation would impose an undue hardship on the Company.

The Company will not:

- take adverse action against individuals who request or use a reasonable accommodation pursuant to this policy, including failure to reinstate any such employee to their previous position or an equivalent position with equivalent pay, seniority and other benefits when the need for a reasonable accommodation ceases;
- deny employment or promotion opportunities to an otherwise qualified individual because the Company will be required to make reasonable accommodation to the known limitations of such individual related to pregnancy, childbirth or related medical conditions; or
- require employees to take leave if another reasonable accommodation can be provided to the known limitations related to the pregnancy, childbirth or related medical conditions.

The Company will endeavor to engage in a timely, good faith interactive process with employees who request an accommodation pursuant to this section to determine if the requested accommodation is reasonable and, if such accommodation is determined not to be reasonable, discuss alternative accommodations that may be provided.

Reasonable Accommodations

Reasonable accommodations may include, but are not limited to:

1. more frequent or longer bathroom breaks;
2. breaks to express breast milk;
3. access to a private location other than a bathroom for the expression of breast milk;
4. acquisition or modification of equipment or access to or modification of employee seating;
5. a temporary transfer to a less strenuous or hazardous position;
6. assistance with manual labor;
7. job restructuring;
8. a modified work schedule;
9. light duty assignments; and
10. leave to recover from childbirth.

Any questions about or requests for a reasonable accommodation pursuant to this policy, should be directed to the Employee's Supervisor or the COO.

11-2. Reasonable Accommodation for Persons with Disabilities

Reasonable Accommodation For Persons With Disabilities

In accordance with the Virginia Human Rights Act (the "Act"), employees have the right to reasonable accommodations for disabilities and to be free from unlawful discriminatory practices based on disability.

Under the Act, the Company may not:

- refuse to make reasonable accommodation to the known physical and mental impairments of an otherwise qualified person with a disability, if necessary to assist such person in performing a particular job, unless the Company can demonstrate that the accommodation would impose an undue hardship on the Company;
- take adverse action against an employee who requests or uses a reasonable accommodation pursuant to this section;
- deny employment or promotion opportunities to an otherwise qualified applicant or employee because the Company will be required to make reasonable accommodation for a person with a disability;
- require an employee to take leave if another reasonable accommodation can be provided to the known limitations related to the disability; or
- fail to engage in a timely, good faith interactive process with an employee who has requested an accommodation pursuant to this section to determine if the requested accommodation is reasonable and, if such accommodation is determined not to be reasonable, discuss alternative accommodations that may be provided.

In determining whether an accommodation would constitute an undue hardship upon the Company, the following will be considered:

- hardship on the conduct of the Company's business, considering the nature of the Company's operation, including composition and structure of the Company's workforce;
- size of the facility where employment occurs;
- the nature and cost of the accommodations needed, taking into account alternative sources of funding or technical assistance available by way of the vocational services offered by the state Department for Aging and Rehabilitative Services;
- the possibility that the same accommodations may be used by other prospective employees; and
- safety and health considerations of the person with a disability, other employees and the public.

If employees have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact the Employee's Supervisor and/or the COO.

General Handbook Acknowledgment

This Employee Handbook is an important document intended to help employees become acquainted with Kologik. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Handbook.

I have received and read a copy of Kologik's Employees Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.

I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of Kologik other than the CEO may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

Receipt of Non-Harassment Policy

It is Kologik's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Kologik.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Company premises, while on Company business (whether or not on Company premises) or while representing the Company. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the COO. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

I have read and I understand Kologik's Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Colorado: COMPS Order Acknowledgment Form

I acknowledge that I have received the Colorado Overtime and Minimum Pay Standards Order ("COMPS Order") #38 poster.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

Schedule 5.16(a)
Registered Intellectual Property

(i)

PATENTS

	Patent Title	Patent Number	Registration Date	Record Owner	Jurisdiction	Status
1.	METHOD, SYSTEM AND COMPUTER PROGRAM PRODUCT FOR LAW ENFORCEMENT	9,641,965	5/2/2017	Kologik LLC	United States	Granted
2.	METHOD, SYSTEM AND COMPUTER PROGRAM PRODUCT FOR LAW ENFORCEMENT	9,047,768	6/2/2015	Kologik LLC	United States	Granted
3.	VIDEO CAPTURE SYSTEM INCLUDING TWO INDEPENDENT IMAGE SENSORS	9,143,670	9/22/2015	Kologik LLC	United States	Granted
4.	VIDEO CAPTURE SYSTEM INCLUDING TWO INDEPENDENT IMAGE SENSORS	9,538,060	1/3/2017	Kologik LLC	United States	Granted
5.	METHOD, SYSTEM AND COMPUTER PROGRAM PRODUCT FOR LAW ENFORCEMENT	9,812,010	11/7/2017	Kologik LLC	United States	Granted
6.	DISTRIBUTED GLOBALLY ACCESSIBLE INFORMATION NETWORK	7430587	9/30/2008	Kologik LLC	United States	Granted (doc has expired)

	Patent Title	Patent Number	Registration Date	Record Owner	Jurisdiction	Status
7.	DISTRIBUTED GLOBALLY ACCESSIBLE INFORMATION NETWORK IMPLEMENTED TO MAINTAIN UNIVERSAL ACCESSIBILITY	8,019,757	9/13/2011	Kologik LLC	United States	Granted (doc has expired)
8.	DISTRIBUTED GLOBALLY ACCESSIBLE INFORMATION NETWORK IMPLEMENTED TO MAINTAIN UNIVERSAL ACCESSIBILITY	8,364,674	1/29/2013	Kologik LLC	United States	Granted (doc has expired)
9.	DISTRIBUTED GLOBALLY ACCESSIBLE INFORMATION NETWORK IMPLEMENTED WITH A LOCAL INFORMATION NETWORK	8,600,988	12/3/2013	Kologik LLC	United States	Expired
10.	DISTRIBUTED GLOBALLY ACCESSIBLE INFORMATION NETWORK IMPLEMENTED FOR RETRIEVING IN REAL TIME LIVE DATA FROM A COMMUNITY INFORMATION NETWORK	8,990,197	3/24/2015	Kologik LLC	United States	Expired

TRADEMARKS

TRADEMARK Registration No. {Application No.}	JURISDICTION	RECORD OWNER	REGISTRATION DATE {APPLICATION DATE}	STATUS
KOLOGIK 5981765 {88506331}	United States	Kologik Capital, LLC	2/11/2020 {7/9/2019}	Registered
 7222442 {97610604}	United States	Kologik Capital, LLC	11/21/2023 {9/28/2022}	Registered
 7222441 {97610599}	United States	Kologik Capital, LLC	11/21/2023 {9/28/2022}	Registered
ONE NETWORK CONNECTING ALL VENDORS 4498427 {85248843}	United States	Kologik Capital, LLC	3/18/2014 {2/22/2011}	Registered
WARRANTSYNC 4463112 {85407673}	United States	Kologik Capital, LLC	1/7/2014 {8/25/2011}	Registered
 4365839 {85634861}	United States	Kologik Capital, LLC	7/9/2013 {5/24/2012}	Registered

TRADEMARK Registration No. {Application No.}	JURISDICTION	RECORD OWNER	REGISTRATION DATE {APPLICATION DATE}	STATUS
DATAonix 4436803 {85017638}	United States	Kologik Capital, LLC	11/19/2013 {4/19/2010}	Registered

COPYRIGHTS

Copyright Registration No.	Record Owner	Jurisdiction	STATUS Registration Date
ArrestReportDefForms TX0009091883	Kologik LLC	United States	Filed February 23, 2022
Bootstrap v1.0 TX0009119726	Kologik LLC	United States	Filed February 23, 2022
MDC Client v1.0 TX0009145592	Kologik LLC	United States	Filed February 23, 2022
Miami Arrest XSD v1.0 TX0009146245	Kologik LLC	United States	Filed July 19, 2022
Process Details View v1.0 TX0009145637	Kologik LLC	United States	Filed February 23, 2022
Statute Manager v1.0 TX0009123619	Kologik LLC	United States	Filed February 23, 2022
User Manager v1.0 TX0009091861	Kologik LLC	United States	Filed February 23, 2022

Copyright Registration No.	Record Owner	Jurisdiction	STATUS Registration Date
ArrestReportDefForms v2.0 TX0009145619	Kologik LLC	United States	Filed July 19, 2022
Bootstrap v2.0 TX0009115903	Kologik LLC	United States	Filed February 23, 2022
Justice Arrest Affidavit Florida XSD v1.0 TX0009146248	Kologik LLC	United States	Filed July 19, 2022
MDC Client v2.0 TX0009115972	Kologik LLC	United States	Filed February 23, 2022
Process Details View v2.0 TX0009091862	Kologik LLC	United States	Filed February 23, 2022
Reports v1.0 TX0009091865	Kologik LLC	United States	Filed February 23, 2022
User Manager v2.0 TX0009152446	Kologik LLC	United States	Filed February 23, 2022
Statute Manager v2.0. TX0009123623	Kologik LLC	United States	Filed February 23, 2022

DOMAIN NAMES

Domains	Registrant Organization	Registrar
Alensims.net	Kologik LLC	GoDaddy.com, LLC
Alensoftware.com	Kologik LLC	GoDaddy.com, LLC
Alen-usa.com	Kologik LLC	GoDaddy.com, LLC
Alenusa.net	Kologik LLC	GoDaddy.com, LLC
Alen-usa.net	Kologik LLC	GoDaddy.com, LLC
Alenusa.org	Kologik LLC	GoDaddy.com, LLC
Alen-usa.org	Kologik LLC	GoDaddy.com, LLC
Alen-usa.us	Kologik LLC	GoDaddy.com, LLC
Americanlawenforcement.net	Kologik LLC	GoDaddy.com, LLC
Americanlawenforcementnetwork.com	Kologik LLC	GoDaddy.com, LLC
cachesync.com	Kologik LLC	GoDaddy.com, LLC
campussafe.com	Kologik LLC	GoDaddy.com, LLC
copshare.com	Kologik LLC	GoDaddy.com, LLC
copsink.com	Kologik LLC	GoDaddy.com, LLC
copsync.com	Kologik LLC	GoDaddy.com, LLC
copsync911.com	Kologik	GoDaddy.com, LLC
copsync911.info	Kologik LLC	GoDaddy.com, LLC
copsync911.net	Kologik LLC	GoDaddy.com, LLC
copsync911.org	Kologik LLC	GoDaddy.com, LLC
copsyncfoundation.com	Kologik LLC	GoDaddy.com, LLC
dataonix.com	Kologik LLC	GoDaddy.com, LLC
dataonx.com	Kologik LLC	GoDaddy.com, LLC
dataonyx.com	Kologik LLC	GoDaddy.com, LLC
emssync.com	Kologik LLC	GoDaddy.com, LLC
fdsync.com	Kologik LLC	GoDaddy.com, LLC
helisync.com	Kologik LLC	GoDaddy.com, LLC
helisync.info	Kologik LLC	GoDaddy.com, LLC
helisync.net	Kologik LLC	GoDaddy.com, LLC

Domains	Registrant Organization	Registrar
helisync.org	Kologik LLC	GoDaddy.com, LLC
hospitalsync.com	Kologik LLC	GoDaddy.com, LLC
intellicop.com	Kologik LLC	GoDaddy.com, LLC
idsync.com	Kologik LLC	GoDaddy.com, LLC
kologik.com	Kologik LLC	GoDaddy.com, LLC
kologikgov.com	Kologik	DNC Holdings, Inc.
narcsync.com	Kologik LLC	GoDaddy.com, LLC
officersync.com	Kologik LLC	GoDaddy.com, LLC
patrolsync.com	Kologik LLC	GoDaddy.com, LLC
patrolsync.info	Kologik LLC	GoDaddy.com, LLC
patrolsync.net	Kologik LLC	GoDaddy.com, LLC
patrolsync.org	Kologik LLC	GoDaddy.com, LLC
Paymyticket.net	Kologik LLC	GoDaddy.com, LLC
pdsync.com	Kologik LLC	GoDaddy.com, LLC
schools911.com	Kologik LLC	GoDaddy.com, LLC
securitysync.com	Kologik LLC	GoDaddy.com, LLC
Simsadmin.com	Kologik LLC	GoDaddy.com, LLC
thecopnetwork.com	Kologik LLC	GoDaddy.com, LLC
thinkstream.com	Kologik LLC	GoDaddy.com, LLC
videotac.com	Kologik LLC	GoDaddy.com, LLC
vidtac.com	Kologik LLC	GoDaddy.com, LLC
warrantsync.com	Kologik LLC	GoDaddy.com, LLC

(ii) None.

Schedule 5.16(f)
Personnel IP Contracts

1. Starting in June of 2022, Seller required all employees that are involved with, or independent contractors that are hired for, the development of any Intellectual Property to execute Kologik's standard security policy and its form of Non-Disclosure, Non-Solicitation, and Intellectual Property Agreement and all such employees and independent contractors have executed such standard security policy and form of Non-Disclosure, Non-Solicitation, and Intellectual Property Agreement. Prior to June of 2022, Seller required employees and its independent contractors to execute only Kologik's standard security policy.

Schedule 5.16(g)
IT Systems

1. Schedule 5.17(c) is hereby incorporated by reference.
2. On July 25, 2023, due to an air conditioning issue, the third-party data center that Seller uses experienced an outage that lasted multiple hours. Such outage affected only users of the COPsync Texas application. Such outage has been fully remediated and there is no ongoing threat to the Seller's IT Systems in connection with such issue.

Schedule 5.16(h)
Seller Software

(i)

Applications Developed by Kologik
A-Form Kiosk
A-Form Management Application
ALEM IM/MASC
ALen AVL
ALen CAD
ALen Court
ALen eTicket
ALen Nlets
ALen Payment Portal
ALen RMS
ALen-IDENTITY
Automated Arrest Form
AVL History
CAD2CAD Hub
CAD2CAD Integrator
CampusSafe
Computerized Criminal History
COPsync (Infoceptor)
COPsync Lite
COPsync TX
CourtSync
Dataonix Portal
Dispatch Deluxe
FCIC
Florida Arrest Affidavit
KLMobileServer
Kologik CAD
Kologik Director
Kologik Gateway
Kologik Integrator
Kologik JMS
Kologik JMS - Jail Roster
Kologik WebMDT
Kologik.CommSysServer
Kologik.Integrations
Kologik.IntegrationsApi
Kologik.NIBRS
LEMS
Lineup

Applications Developed by Kologik
LSA CCH
LSA Portal
MSLETS
Placer Search
SIMS-ADMIN
SIMS-SERVER
Template Admin
TLETS
Vehicle Citation Module
WarrantSync

(ii)

Applications used by Kologik
Adobe Creative Cloud
ArcGIS Online
Atlassian (Jira, Confluence, BitBucket)
Azure (Commercial)
BeyondCompare - XML/PDF comparison tool
BOMGAR
ComodoSSL (code signing certificate)
DirectNIC
EasyDMARC
FontAwesome
Fusion Connect
GoDaddy
HubSpot
Mailgun
Maxio
Microsoft Azure Government
myfax.com
NameCheap
Peplink Firewall Support License
Quest Software - Toad
Quickbooks Online
Redscan (Kroll)
SentinelOne (Kroll)
Twilio
VMWare Workstation
Zendesk
Zoom

(iii) Certain Seller Software was created by independent contractors.

(iv) United States
Argentina

Schedule 5.16(i)(A)
Seller Software – Licenses

1. The Salamander Agreement.

Schedule 5.16(i)(B)
Seller Software – Escrow Agreements

1. Seller has escrow agreements with the below customers in connection with the applications set forth opposite such customer's name:

Customer	Application(s)
Placer County Procurement (CA)	Placer Super Query, Kologik Director, Kologik Gateway
Louisiana Office of Technology Services (LA)	CCH
Miami-Dade County (FL)	Miami Dade A-Form
GCOM	Florida Arrest Affidavit

Schedule 5.16(j)
Open Source Software

Kologik SaaS Applications Open Source Use

Repo	Reference	Version	License Type
COPsync	Castle.Core	3.3.3	Apache-2.0
COPsync	cef.redist.x64	86.0.24	
COPsync	cef.redist.x64	100.0.23	LICENSE.txt
COPsync	cef.redist.x86	86.0.24	
COPsync	cef.redist.x86	100.0.23	LICENSE.txt
COPsync	CefSharp.Common	86.0.241	
COPsync	CefSharp.Common	100.0.230	
COPsync	CefSharp.WinForms	86.0.241	
COPsync	CefSharp.Wpf	100.0.230	
COPsync	DocumentFormat.OpenXml	3.0.1	MIT
COPsync	DotNetZip	1.9.3	MS-PL, BSD-3-Clause, zLib, Apache-2, MIT
COPsync	ILMerge	2.14.1208	MIT
COPsync	iTextSharp-LGPL	4.1.6	LGPL
COPsync	iTextSharp-LGPL	4.1.6	LGPL
COPsync	LargeAddressAware	1.0.6	MIT
COPsync	log4net	1.2.10	Apache-2.0
COPsync	Microsoft.ApplicationInsights	2.22.0	MIT
COPsync	Moq	4.5.16	BSD-3
COPsync	NewRelic.Agent.Api	5.11.53.0	Apache-2.0
COPsync	Newtonsoft.Json	13.0.3	MIT
COPsync	SharpVectors	1.0	BSD-3
COPsync	System.Buffers	4.5.1	MIT
COPsync	System.Diagnostics.DiagnosticSource	5.0.0	MIT
COPsync	System.Memory	4.5.4	MIT
COPsync	System.Numerics.Vectors	4.5.0	MIT
COPsync	System.Runtime.CompilerServices.Unsafe	6.0.0	MIT
COPsync	System.Windows.Interactivity.WPF	2.0.20525	
COPsync	System.Windows.Interactivity.WPF	2.0.20525	
COPsync	Telerik.Windows.Controls.DataVisualization.for.Wpf.40.Xaml	2016.2.613	Commercial License
COPsync	Telerik.Windows.Controls.for.Wpf.40.Xaml	2016.2.613	Commercial License
COPsync	Telerik.Windows.Data.for.Wpf.40.Xaml	2016.2.613	Commercial License
COPsync	TestStack.White	0.13.3	MIT
COPsync	TestStack.White.ScreenObjects	0.13.3	MIT
COPsync	CrystalDecisions.CrystalReports.Engine	13.0.3500.0	
COPsync	CrystalDecisions.ReportSource	13.0.3500.0	
COPsync	CrystalDecisions.Shared	13.0.3500.0	
COPsync	CrystalDecisions.Windows.Forms	13.0.3500.0	
COPsync	jabber-net	2.1.0.710	LGPL

Repo	Reference	Version	License Type
COPsync	Keyoti.RapidSpell.NET4	5.3	Commercial License
COPsync	O2S.Components.PDFRender4NET	4.7.5.1	Commercial License
COPsync	Telerik.WinControls.Themes.Office2010Silver	2015.3.1104.40	Commercial License
COPsync	Telerik.WinControls	2015.3.1104.40	Commercial License
COPsync	Telerik.WinControls.GridView	2015.3.1104.40	Commercial License
COPsync	Telerik.WinControls.Themes.HighContrastBlack	2015.3.1104.40	Commercial License
COPsync	Telerik.WinControls.UI	2015.3.1104.40	Commercial License
COPsync	Telerik.Common	2015.3.1104.40	Commercial License
COPsync	Telerik.Data	2015.3.1104.40	Commercial License
COPSync.TIBRS	Castle.Core	4.2.1	Apache-2.0
COPSync.TIBRS	EntityFramework	6.2.0	Apache-2.0
COPSync.TIBRS	ILMerge	2.14.1208	MIT
COPSync.TIBRS	Moq	4.8.1	BSD-3-Clause
COPSync.TIBRS	NetSFTPLibrary	6.05.0.0	Commercial License
COPSync.TIBRS	Newtonsoft.Json	10.0.3	MIT
COPSync.TIBRS	Nustache	1.16.0.4	
COPSync.TIBRS	System.Threading.Tasks.Extensions	4.3.0	MS-EULA
COPSync.TIBRS	System.ValueTuple	4.3.0	MS-EULA
Infoceptor	cef.redist.x64	103.0.12	LICENSE.txt
Infoceptor	cef.redist.x86	103.0.12	LICENSE.txt
Infoceptor	CefSharp.Common	103.0.120	
Infoceptor	CefSharp.WinForms	103.0.120	
Infoceptor	EasyTabs	1.3.3.0	BSD-3-Clause
Infoceptor	Microsoft.ReportingServices.ReportViewerControl.WinForms	140.1000.523	
Infoceptor	Microsoft.SqlServer.Types	14.0.314.76	
Infoceptor	Newtonsoft.Json	10.0.3	MIT
Infoceptor	Newtonsoft.Json	9.0.1	MIT
Infoceptor	Win32Interop.Dwmapi	1.0.1	
Infoceptor	Win32Interop.Gdi32	1.0.1	
Infoceptor	Win32Interop.Kernel32	1.0.1	
Infoceptor	Win32Interop.User32	1.0.1	
Infoceptor	Win32Interop.Uxtheme	1.0.1	
Infoceptor	DevExpress.Data	15.2.17	Commercial License
Infoceptor	DevExpress.Printing	15.2.17	Commercial License
Infoceptor	DevExpress.Sparkline	15.2.17	Commercial License
Infoceptor	DevExpress.Utils	15.2.17	Commercial License
Infoceptor	DevExpress.XtraEditors	15.2.17	Commercial License
Infoceptor	DevExpress.XtraGrid	15.2.17	Commercial License
Infoceptor	DevExpress.XtraPrinting	15.2.17	Commercial License
Infoceptor	Gmap.NET.Core		
Infoceptor	Gmap.NET.WindowsForms		
Infoceptor	IronBarcode	2022.5.0.5918	Commercial License

Repo	Reference	Version	License Type
Infoceptor	MagicLibrary		
KL.MobilesServer	Azure.Core	1.37.0	MIT
KL.MobilesServer	Azure.Identity	1.10.4	MIT
KL.MobilesServer	Azure.Security.KeyVault.Secrets	4.5.0	MIT
KL.MobilesServer	Dapper	2.1.28	Apache-2.0
KL.MobilesServer	KeraLua	1.0.22	MIT
KL.MobilesServer	Microsoft.Bcl.AsyncInterfaces	1.1.1	MIT
KL.MobilesServer	Microsoft.Identity.Client	4.56.0	MIT
KL.MobilesServer	Microsoft.Identity.Client.Extensions.Msal	4.56.0	MIT
KL.MobilesServer	Microsoft.IdentityModel.Abstractions	6.22.0	MIT
KL.MobilesServer	MSTest.TestAdapter	2.2.10	MIT
KL.MobilesServer	MSTest.TestFramework	2.2.10	MIT
KL.MobilesServer	NLua	1.4.26	MIT
KL.MobilesServer	System Buffers	4.5.1	MIT
KL.MobilesServer	System.Diagnostics.DiagnosticSource	6.0.1	MIT
KL.MobilesServer	System.IO.FileSystem.AccessControl	5.0.0	MIT
KL.MobilesServer	System.Memory	4.5.4	MIT
KL.MobilesServer	System.Memory.Data	1.0.2	MIT
KL.MobilesServer	System.Net.Http	4.3.4	MS-EULA
KL.MobilesServer	System.Numerics.Vectors	4.5.0	MIT
KL.MobilesServer	System.Runtime.CompilerServices.Unsafe	6.0.0	MIT
KL.MobilesServer	System.Runtime.InteropServices.RuntimeInformation	4.3.0	MS-EULA
KL.MobilesServer	System.Security.AccessControl	5.0.0	MIT
KL.MobilesServer	System.Security.Cryptography.Algorithms	4.3.0	MS-EULA
KL.MobilesServer	System.Security.Cryptography.Encoding	4.3.0	MS-EULA
KL.MobilesServer	System.Security.Cryptography.Primitives	4.3.0	MS-EULA
KL.MobilesServer	System.Security.Cryptography.ProtectedData	4.7.0	MIT
KL.MobilesServer	System.Security.Cryptography.X509Certificates	4.3.0	MS-EULA
KL.MobilesServer	System.Security.Principal.Windows	5.0.0	MIT
KL.MobilesServer	System.Text.Encodings.Web	4.7.2	MIT
KL.MobilesServer	System.Text.Json	4.7.2	MIT
KL.MobilesServer	System.Threading.Tasks.Extensions	4.5.4	MIT
KL.MobilesServer	System.ValueTuple	4.5.0	MIT
KL.MobilesServer	Oracle.ManagedDataAccess	4.122.18.3	
Kologik.CommSysServer	AspNetCore.HealthChecks.UI.Client	8.0.0	Apache-2.0
Kologik.CommSysServer	Azure.Monitor.OpenTelemetry.Exporter	1.2.0	MIT
Kologik.CommSysServer	Microsoft.AspNetCore.OpenApi	8.0.2	MIT
Kologik.CommSysServer	Microsoft.Extensions.Configuration	8.0.0	MIT
Kologik.CommSysServer	Microsoft.Extensions.DependencyInjection	7.0.0	MIT
Kologik.CommSysServer	Microsoft.Extensions.Hosting	8.0.0	MIT
Kologik.CommSysServer	Microsoft.Extensions.Hosting.WindowsServices	8.0.0	MIT
Kologik.CommSysServer	Microsoft.Extensions.Http	7.0.0	MIT

Repo	Reference	Version	License Type
Kologik.CommSysServer	Microsoft.Extensions.Logging	7.0.0	MIT
Kologik.CommSysServer	Microsoft.Extensions.Logging.Abstractions	7.0.0	MIT
Kologik.CommSysServer	Microsoft.Identity.Web	2.17.0	MIT
Kologik.CommSysServer	Microsoft.Identity.Web.DownstreamApi	2.17.0	MIT
Kologik.CommSysServer	Microsoft.VisualStudio.Azure.Containers.Tools.Targets	1.19.6	EULA.md
Kologik.CommSysServer	Newtonsoft.Json	13.0.3	MIT
Kologik.CommSysServer	Oracle.ManagedDataAccess.Core	3.21.130	LICENSE.txt
Kologik.CommSysServer	Scrutor	4.2.2	MIT
Kologik.CommSysServer	Swashbuckle.AspNetCore	6.5.0	MIT
Kologik.CommSysServer	System.ServiceProcess.ServiceController	8.0.0	MIT
Kologik.IntegrationApi	CsvHelper	30.0.1	MS-PL OR Apache-2.0
Kologik.IntegrationApi	iTextSharp	5.5.13.3	Commercial License
Kologik.IntegrationApi	Microsoft.ApplicationInsights.AspNetCore	2.22.0	MIT
Kologik.IntegrationApi	Microsoft.AspNetCore.WebApi.Core	5.2.9	NET_Library_EULA_ENU.txt
Kologik.IntegrationApi	Microsoft.Identity.Web	2.17.0	MIT
Kologik.IntegrationApi	Oracle.ManagedDataAccess.Core	3.21.120	LICENSE.txt
Kologik.Integrations	AspNetCore.HealthChecks.UI.Client	7.1.0	Apache-2.0
Kologik.Integrations	Azure.Data.Tables	12.8.3	MIT
Kologik.Integrations	Azure.Extensions.AspNetCore.Configuration.Secrets	1.3.0	MIT
Kologik.Integrations	Azure.Extensions.AspNetCore.DataProtection.Blobs	1.3.2	MIT
Kologik.Integrations	Azure.Extensions.AspNetCore.DataProtection.Keys	1.2.2	MIT
Kologik.Integrations	Azure.Identity	1.10.4	MIT
Kologik.Integrations	Azure.Monitor.OpenTelemetry.Exporter	1.0.0	MIT
Kologik.Integrations	Dapper	2.1.28	Apache-2.0
Kologik.Integrations	Deconstructurama.Attributed	3.2.0	Apache-2.0
Kologik.Integrations	FluentValidation.DependencyInjectionExtensions	11.9.0	Apache-2.0
Kologik.Integrations	Geolocation	1.2.1	MIT
Kologik.Integrations	JasperFx.Core	1.5.1	MIT
Kologik.Integrations	Marten	6.4.1	MIT
Kologik.Integrations	MassTransit	8.1.3	Apache-2.0
Kologik.Integrations	MassTransit.Azure.ServiceBus.Core	8.1.3	Apache-2.0
Kologik.Integrations	MassTransit.Marten	8.1.3	Apache-2.0
Kologik.Integrations	MassTransit.Quartz	8.1.3	Apache-2.0
Kologik.Integrations	MassTransit.RabbitMQ	8.1.3	Apache-2.0
Kologik.Integrations	MediatR	12.2.0	Apache-2.0
Kologik.Integrations	Microsoft.AspNetCore.OpenApi	7.0.13	MIT
Kologik.Integrations	Microsoft.Data.SqlClient	5.1.5	MIT
Kologik.Integrations	Microsoft.Extensions.ApiDescription.Client	7.0.13	MIT
Kologik.Integrations	Microsoft.Identity.Web	2.17.0	MIT
Kologik.Integrations	Microsoft.VisualStudio.Azure.Containers.Tools.Targets	1.19.6	EULA.md
Kologik.Integrations	Newtonsoft.Json	13.0.3	MIT
Kologik.Integrations	Npgsql.OpenTelemetry	8.0.1	PostgreSQL

Repo	Reference	Version	License Type
Kologik.Integrations	NSwag.ApiDescription.Client	14.0.3	MIT
Kologik.Integrations	OpenTelemetry	1.7.0	Apache-2.0
Kologik.Integrations	OpenTelemetry.Extensions.Hosting	1.6.0	Apache-2.0
Kologik.Integrations	OpenTelemetry.Instrumentation.AspNetCore	1.5.1-beta.1	Apache-2.0
Kologik.Integrations	OpenTelemetry.Instrumentation.Http	1.5.1-beta.1	Apache-2.0
Kologik.Integrations	OpenTelemetry.Instrumentation.SqlClient	1.5.1-beta.1	Apache-2.0
Kologik.Integrations	Oracle.ManagedDataAccess.Core	3.21.130	LICENSE.txt
Kologik.Integrations	Quartz.Extensions.Hosting	3.8.0	Apache-2.0
Kologik.Integrations	Refit	7.0.0	MIT
Kologik.Integrations	Refit.HttpClientFactory	7.0.0	MIT
Kologik.Integrations	Riok.Mapperly	3.3.0	Apache-2.0
Kologik.Integrations	Serilog.AspNetCore	7.0.0	Apache-2.0
Kologik.Integrations	Serilog.Enrichers.Environment	2.3.0	Apache-2.0
Kologik.Integrations	Serilog.Enrichers.Span	3.1.0+build.538	MIT
Kologik.Integrations	Serilog.Enrichers.Thread	3.1.0	Apache-2.0
Kologik.Integrations	Serilog.Exceptions	8.4.0+build.694	MIT
Kologik.Integrations	Serilog.Expressions	4.0.0	Apache-2.0
Kologik.Integrations	Serilog.Formatting.Compact	2.0.0	Apache-2.0
Kologik.Integrations	Serilog.Settings.Configuration	7.0.1	Apache-2.0
Kologik.Integrations	Serilog.Sinks.ApplicationInsights	4.0.0	Apache-2.0
Kologik.Integrations	Serilog.Sinks.Seq	6.0.0	Apache-2.0
Kologik.Integrations	Swashbuckle.AspNetCore	6.5.0	MIT
Kologik.Integrations	Twilio.AspNetCore	8.0.2	Apache-2.0
Kologik.JailRoster	Dapper	2.1.28	Apache-2.0
Kologik.JailRoster	Microsoft.ApplicationInsights.AspNetCore	2.22.0	MIT
Kologik.JailRoster	Oracle.ManagedDataAccess.Core	3.21.120	LICENSE.txt
Kologik.JailRoster	Swashbuckle.AspNetCore	6.5.0	MIT
Kologik.JailRoster	System.Configuration.ConfigurationManager	6.0.0	MIT
Kologik.JailRoster	@ampproject/remapping	2.3.0	Apache-2.0
Kologik.JailRoster	@babel/code-frame	7.24.2	MIT
Kologik.JailRoster	@babel/compat-data	7.24.1	MIT
Kologik.JailRoster	@babel/core	7.24.3	MIT
Kologik.JailRoster	@babel/generator	7.24.1	MIT
Kologik.JailRoster	@babel/helper-compilation-targets	7.23.6	MIT
Kologik.JailRoster	@babel/helper-environment-visitor	7.22.20	MIT
Kologik.JailRoster	@babel/helper-function-name	7.23.0	MIT
Kologik.JailRoster	@babel/helper-hoist-variables	7.22.5	MIT
Kologik.JailRoster	@babel/helper-module-imports	7.24.3	MIT
Kologik.JailRoster	@babel/helper-module-transforms	7.23.3	MIT
Kologik.JailRoster	@babel/helper-plugin-utils	7.24.0	MIT
Kologik.JailRoster	@babel/helpers	7.24.1	MIT
Kologik.JailRoster	@babel/helper-simple-access	7.22.5	MIT

Repo	Reference	Version	License Type
Kologik.JailRoster	@babel/helper-split-export-declaration	7.22.6	MIT
Kologik.JailRoster	@babel/helper-string-parser	7.24.1	MIT
Kologik.JailRoster	@babel/helper-validator-identifier	7.22.20	MIT
Kologik.JailRoster	@babel/helper-validator-option	7.23.5	MIT
Kologik.JailRoster	@babel/highlight	7.24.2	MIT
Kologik.JailRoster	@babel/parser	7.24.1	MIT
Kologik.JailRoster	@babel/plugin-syntax-async-generators	7.8.4	MIT
Kologik.JailRoster	@babel/plugin-syntax-bigint	7.8.3	MIT
Kologik.JailRoster	@babel/plugin-syntax-class-properties	7.12.13	MIT
Kologik.JailRoster	@babel/plugin-syntax-import-meta	7.10.4	MIT
Kologik.JailRoster	@babel/plugin-syntax-json-strings	7.8.3	MIT
Kologik.JailRoster	@babel/plugin-syntax-logical-assignment-operators	7.10.4	MIT
Kologik.JailRoster	@babel/plugin-syntax-nullish-coalescing-operator	7.8.3	MIT
Kologik.JailRoster	@babel/plugin-syntax-numeric-separator	7.10.4	MIT
Kologik.JailRoster	@babel/plugin-syntax-object-rest-spread	7.8.3	MIT
Kologik.JailRoster	@babel/plugin-syntax-optional-catch-binding	7.8.3	MIT
Kologik.JailRoster	@babel/plugin-syntax-optional-chaining	7.8.3	MIT
Kologik.JailRoster	@babel/plugin-syntax-top-level-await	7.14.5	MIT
Kologik.JailRoster	@babel/plugin-syntax-typescript	7.24.1	MIT
Kologik.JailRoster	@babel/runtime	7.24.1	MIT
Kologik.JailRoster	@babel/template	7.24.0	MIT
Kologik.JailRoster	@babel/traverse	7.24.1	MIT
Kologik.JailRoster	@babel/types	7.24.0	MIT
Kologik.JailRoster	@bcoe/v8-coverage	0.2.3	MIT
Kologik.JailRoster	@istanbuljs/load-nyc-config	1.1.0	ISC
Kologik.JailRoster	@istanbuljs/schema	0.1.3	MIT
Kologik.JailRoster	@jest/console	27.5.1	MIT
Kologik.JailRoster	@jest/core	27.5.1	MIT
Kologik.JailRoster	@jest/environment	27.5.1	MIT
Kologik.JailRoster	@jest/fake-timers	27.5.1	MIT
Kologik.JailRoster	@jest/globals	27.5.1	MIT
Kologik.JailRoster	@jest/reporters	27.5.1	MIT
Kologik.JailRoster	@jest/source-map	27.5.1	MIT
Kologik.JailRoster	@jest/test-result	27.5.1	MIT
Kologik.JailRoster	@jest/test-sequencer	27.5.1	MIT
Kologik.JailRoster	@jest/transform	27.5.1	MIT
Kologik.JailRoster	@jest/types	27.5.1	MIT
Kologik.JailRoster	@jridgewell/gen-mapping	0.3.5	MIT
Kologik.JailRoster	@jridgewell/resolve-uri	3.1.2	MIT
Kologik.JailRoster	@jridgewell/set-array	1.2.1	MIT
Kologik.JailRoster	@jridgewell/sourcemap-codec	1.4.15	MIT
Kologik.JailRoster	@jridgewell/trace-mapping	0.3.25	MIT

Repo	Reference	Version	License Type
Kologik.JailRoster	@sinonjs/commons	1.8.6	BSD-3-Clause
Kologik.JailRoster	@sinonjs/fake-timers	8.1.0	BSD-3-Clause
Kologik.JailRoster	@tootallnate/once	1.1.2	MIT
Kologik.JailRoster	@types/babel__core	7.20.5	MIT
Kologik.JailRoster	@types/babel__generator	7.6.8	MIT
Kologik.JailRoster	@types/babel__template	7.4.4	MIT
Kologik.JailRoster	@types/babel__traverse	7.20.5	MIT
Kologik.JailRoster	@types/graceful-fs	4.1.9	MIT
Kologik.JailRoster	@types/istanbul-lib-coverage	2.0.6	MIT
Kologik.JailRoster	@types/istanbul-lib-report	3.0.3	MIT
Kologik.JailRoster	@types/istanbul-reports	3.0.4	MIT
Kologik.JailRoster	@types/node	20.12.2	MIT
Kologik.JailRoster	@types/prettier	2.7.3	MIT
Kologik.JailRoster	@types/stack-utils	2.0.3	MIT
Kologik.JailRoster	@types/yargs	16.0.9	MIT
Kologik.JailRoster	@types/yargs-parser	21.0.3	MIT
Kologik.JailRoster	@vue/compiler-core	3.4.21	MIT
Kologik.JailRoster	@vue/compiler-dom	3.4.21	MIT
Kologik.JailRoster	@vue/compiler-sfc	3.4.21	MIT
Kologik.JailRoster	@vue/compiler-ssr	3.4.21	MIT
Kologik.JailRoster	@vue/devtools-api	6.6.1	MIT
Kologik.JailRoster	@vue/reactivity	3.4.21	MIT
Kologik.JailRoster	@vue/runtime-core	3.4.21	MIT
Kologik.JailRoster	@vue/runtime-dom	3.4.21	MIT
Kologik.JailRoster	@vue/server-renderer	3.4.21	MIT
Kologik.JailRoster	@vue/shared	3.4.21	MIT
Kologik.JailRoster	abab	2.0.6	BSD-3-Clause
Kologik.JailRoster	acorn	8.11.3	MIT
Kologik.JailRoster	acorn	7.4.1	MIT
Kologik.JailRoster	acorn-globals	6.0.0	MIT
Kologik.JailRoster	acorn-walk	7.2.0	MIT
Kologik.JailRoster	agent-base	6.0.2	MIT
Kologik.JailRoster	ansi-escapes	4.3.2	MIT
Kologik.JailRoster	ansi-regex	5.0.1	MIT
Kologik.JailRoster	ansi-styles	4.3.0	MIT
Kologik.JailRoster	ansi-styles	5.2.0	MIT
Kologik.JailRoster	ansi-styles	3.2.1	MIT
Kologik.JailRoster	anymatch	3.1.3	ISC
Kologik.JailRoster	argparse	1.0.10	MIT
Kologik.JailRoster	asynckit	0.4.0	MIT
Kologik.JailRoster	axios	0.26.1	MIT
Kologik.JailRoster	babel-jest	27.5.1	MIT

Repo	Reference	Version	License Type
Kologik.JailRoster	babel-plugin-istanbul	6.1.1	BSD-3-Clause
Kologik.JailRoster	babel-plugin-jest-hoist	27.5.1	MIT
Kologik.JailRoster	babel-preset-current-node-syntax	1.0.1	MIT
Kologik.JailRoster	babel-preset-jest	27.5.1	MIT
Kologik.JailRoster	balanced-match	1.0.2	MIT
Kologik.JailRoster	brace-expansion	1.1.11	MIT
Kologik.JailRoster	braces	3.0.2	MIT
Kologik.JailRoster	browser-process-hrtime	1.0.0	BSD-2-Clause
Kologik.JailRoster	browserslist	4.23.0	MIT
Kologik.JailRoster	bser	2.1.1	Apache-2.0
Kologik.JailRoster	buffer-from	1.1.2	MIT
Kologik.JailRoster	callsites	3.1.0	MIT
Kologik.JailRoster	camelcase	6.3.0	MIT
Kologik.JailRoster	camelcase	5.3.1	MIT
Kologik.JailRoster	caniuse-lite	1.0.30001603	CC-BY-4.0
Kologik.JailRoster	chalk	4.1.2	MIT
Kologik.JailRoster	chalk	2.4.2	MIT
Kologik.JailRoster	char-regex	1.0.2	MIT
Kologik.JailRoster	ci-info	3.9.0	MIT
Kologik.JailRoster	cjs-module-lexer	1.2.3	MIT
Kologik.JailRoster	cliui	7.0.4	ISC
Kologik.JailRoster	co	4.6.0	MIT
Kologik.JailRoster	collect-v8-coverage	1.0.2	MIT
Kologik.JailRoster	color-convert	2.0.1	MIT
Kologik.JailRoster	color-convert	1.9.3	MIT
Kologik.JailRoster	color-name	1.1.4	MIT
Kologik.JailRoster	color-name	1.1.3	MIT
Kologik.JailRoster	combined-stream	1.0.8	MIT
Kologik.JailRoster	concat-map	0.0.1	MIT
Kologik.JailRoster	convert-source-map	1.9.0	MIT
Kologik.JailRoster	convert-source-map	2.0.0	MIT
Kologik.JailRoster	core-js	3.36.1	MIT
Kologik.JailRoster	cross-spawn	7.0.3	MIT
Kologik.JailRoster	cssom	0.4.4	MIT
Kologik.JailRoster	cssom	0.3.8	MIT
Kologik.JailRoster	cssstyle	2.3.0	MIT
Kologik.JailRoster	csstype	3.1.3	MIT
Kologik.JailRoster	data-urls	2.0.0	MIT
Kologik.JailRoster	debug	4.3.4	MIT
Kologik.JailRoster	decimal.js	10.4.3	MIT
Kologik.JailRoster	dedent	0.7.0	MIT
Kologik.JailRoster	deepmerge	4.3.1	MIT

Repo	Reference	Version	License Type
Kologik.JailRoster	delayed-stream	1.0.0	MIT
Kologik.JailRoster	detect-newline	3.1.0	MIT
Kologik.JailRoster	diff-sequences	27.5.1	MIT
Kologik.JailRoster	domexception	2.0.1	MIT
Kologik.JailRoster	electron-to-chromium	1.4.722	ISC
Kologik.JailRoster	emittery	0.8.1	MIT
Kologik.JailRoster	emoji-regex	8.0.0	MIT
Kologik.JailRoster	entities	4.5.0	BSD-2-Clause
Kologik.JailRoster	error-ex	1.3.2	MIT
Kologik.JailRoster	escalade	3.1.2	MIT
Kologik.JailRoster	escape-string-regexp	2.0.0	MIT
Kologik.JailRoster	escape-string-regexp	1.0.5	MIT
Kologik.JailRoster	escodegen	2.1.0	BSD-2-Clause
Kologik.JailRoster	esprima	4.0.1	BSD-2-Clause
Kologik.JailRoster	estraverse	5.3.0	BSD-2-Clause
Kologik.JailRoster	estree-walker	2.0.2	MIT
Kologik.JailRoster	esutils	2.0.3	BSD-2-Clause
Kologik.JailRoster	execa	5.1.1	MIT
Kologik.JailRoster	exit	0.1.2	MIT
Kologik.JailRoster	expect	27.5.1	MIT
Kologik.JailRoster	fast-json-stable-stringify	2.1.0	MIT
Kologik.JailRoster	fb-watchman	2.0.2	Apache-2.0
Kologik.JailRoster	fill-range	7.0.1	MIT
Kologik.JailRoster	find-up	4.1.0	MIT
Kologik.JailRoster	follow-redirects	1.15.6	MIT
Kologik.JailRoster	form-data	3.0.1	MIT
Kologik.JailRoster	fs.realpath	1.0.0	ISC
Kologik.JailRoster	function-bind	1.1.2	MIT
Kologik.JailRoster	gensync	1.0.0-beta.2	MIT
Kologik.JailRoster	get-caller-file	2.0.5	ISC
Kologik.JailRoster	get-package-type	0.1.0	MIT
Kologik.JailRoster	get-stream	6.0.1	MIT
Kologik.JailRoster	glob	7.2.3	ISC
Kologik.JailRoster	globals	11.12.0	MIT
Kologik.JailRoster	graceful-fs	4.2.11	ISC
Kologik.JailRoster	has-flag	4.0.0	MIT
Kologik.JailRoster	has-flag	3.0.0	MIT
Kologik.JailRoster	hasown	2.0.2	MIT
Kologik.JailRoster	html-encoding-sniffer	2.0.1	MIT
Kologik.JailRoster	html-escaper	2.0.2	MIT
Kologik.JailRoster	http-proxy-agent	4.0.1	MIT
Kologik.JailRoster	https-proxy-agent	5.0.1	MIT

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Kologik.JailRoster	human-signals	2.1.0	Apache-2.0
Kologik.JailRoster	iconv-lite	0.4.24	MIT
Kologik.JailRoster	import-local	3.1.0	MIT
Kologik.JailRoster	imurmurhash	0.1.4	MIT
Kologik.JailRoster	inflight	1.0.6	ISC
Kologik.JailRoster	inherits	2.0.4	ISC
Kologik.JailRoster	is-arrayish	0.2.1	MIT
Kologik.JailRoster	is-core-module	2.13.1	MIT
Kologik.JailRoster	isexe	2.0.0	ISC
Kologik.JailRoster	is-fullwidth-code-point	3.0.0	MIT
Kologik.JailRoster	is-generator-fn	2.1.0	MIT
Kologik.JailRoster	is-number	7.0.0	MIT
Kologik.JailRoster	is-potential-custom-element-name	1.0.1	MIT
Kologik.JailRoster	is-stream	2.0.1	MIT
Kologik.JailRoster	istanbul-lib-coverage	3.2.2	BSD-3-Clause
Kologik.JailRoster	istanbul-lib-instrument	5.2.1	BSD-3-Clause
Kologik.JailRoster	istanbul-lib-report	3.0.1	BSD-3-Clause
Kologik.JailRoster	istanbul-lib-source-maps	4.0.1	BSD-3-Clause
Kologik.JailRoster	istanbul-reports	3.1.7	BSD-3-Clause
Kologik.JailRoster	is-typedarray	1.0.0	MIT
Kologik.JailRoster	jest	27.5.1	MIT
Kologik.JailRoster	jest-changed-files	27.5.1	MIT
Kologik.JailRoster	jest-circus	27.5.1	MIT
Kologik.JailRoster	jest-cli	27.5.1	MIT
Kologik.JailRoster	jest-config	27.5.1	MIT
Kologik.JailRoster	jest-diff	27.5.1	MIT
Kologik.JailRoster	jest-docblock	27.5.1	MIT
Kologik.JailRoster	jest-each	27.5.1	MIT
Kologik.JailRoster	jest-editor-support	30.3.1	MIT
Kologik.JailRoster	jest-environment-jsdom	27.5.1	MIT
Kologik.JailRoster	jest-environment-node	27.5.1	MIT
Kologik.JailRoster	jest-get-type	27.5.1	MIT
Kologik.JailRoster	jest-haste-map	27.5.1	MIT
Kologik.JailRoster	jest-jasmine2	27.5.1	MIT
Kologik.JailRoster	jest-leak-detector	27.5.1	MIT
Kologik.JailRoster	jest-matcher-utils	27.5.1	MIT
Kologik.JailRoster	jest-message-util	27.5.1	MIT
Kologik.JailRoster	jest-mock	27.5.1	MIT
Kologik.JailRoster	jest-pnp-resolver	1.2.3	MIT
Kologik.JailRoster	jest-regex-util	27.5.1	MIT
Kologik.JailRoster	jest-resolve	27.5.1	MIT
Kologik.JailRoster	jest-resolve-dependencies	27.5.1	MIT

Repo	Reference	Version	License Type
Kologik.JailRoster	jest-runner	27.5.1	MIT
Kologik.JailRoster	jest-runtime	27.5.1	MIT
Kologik.JailRoster	jest-serializer	27.5.1	MIT
Kologik.JailRoster	jest-snapshot	27.5.1	MIT
Kologik.JailRoster	jest-util	27.5.1	MIT
Kologik.JailRoster	jest-validate	27.5.1	MIT
Kologik.JailRoster	jest-watcher	27.5.1	MIT
Kologik.JailRoster	jest-worker	27.5.1	MIT
Kologik.JailRoster	jsdom	16.7.0	MIT
Kologik.JailRoster	jsesc	2.5.2	MIT
Kologik.JailRoster	json5	2.2.3	MIT
Kologik.JailRoster	json-parse-even-better-errors	2.3.1	MIT
Kologik.JailRoster	js-tokens	4.0.0	MIT
Kologik.JailRoster	js-yaml	3.14.1	MIT
Kologik.JailRoster	kleur	3.0.3	MIT
Kologik.JailRoster	leven	3.1.0	MIT
Kologik.JailRoster	lines-and-columns	1.2.4	MIT
Kologik.JailRoster	locate-path	5.0.0	MIT
Kologik.JailRoster	lodash	4.17.21	MIT
Kologik.JailRoster	lru-cache	6.0.0	ISC
Kologik.JailRoster	lru-cache	5.1.1	ISC
Kologik.JailRoster	magic-string	0.30.8	MIT
Kologik.JailRoster	make-dir	4.0.0	MIT
Kologik.JailRoster	makeerror	1.0.12	BSD-3-Clause
Kologik.JailRoster	merge-stream	2.0.0	MIT
Kologik.JailRoster	micromatch	4.0.5	MIT
Kologik.JailRoster	mime-db	1.52.0	MIT
Kologik.JailRoster	mime-types	2.1.35	MIT
Kologik.JailRoster	mimic-fn	2.1.0	MIT
Kologik.JailRoster	minimatch	3.1.2	ISC
Kologik.JailRoster	moment	2.30.1	MIT
Kologik.JailRoster	ms	2.1.2	MIT
Kologik.JailRoster	nanoid	3.3.7	MIT
Kologik.JailRoster	natural-compare	1.4.0	MIT
Kologik.JailRoster	node-int64	0.4.0	MIT
Kologik.JailRoster	node-releases	2.0.14	MIT
Kologik.JailRoster	normalize-path	3.0.0	MIT
Kologik.JailRoster	npm-run-path	4.0.1	MIT
Kologik.JailRoster	nwsapi	2.2.7	MIT
Kologik.JailRoster	once	1.4.0	ISC
Kologik.JailRoster	onetime	5.1.2	MIT
Kologik.JailRoster	parse5	6.0.1	MIT

Repo	Reference	Version	License Type
Kologik.JailRoster	parse-json	5.2.0	MIT
Kologik.JailRoster	path-exists	4.0.0	MIT
Kologik.JailRoster	path-is-absolute	1.0.1	MIT
Kologik.JailRoster	path-key	3.1.1	MIT
Kologik.JailRoster	path-parse	1.0.7	MIT
Kologik.JailRoster	picocolors	1.0.0	ISC
Kologik.JailRoster	picomatch	2.3.1	MIT
Kologik.JailRoster	pirates	4.0.6	MIT
Kologik.JailRoster	pkg-dir	4.2.0	MIT
Kologik.JailRoster	p-limit	2.3.0	MIT
Kologik.JailRoster	p-locate	4.1.0	MIT
Kologik.JailRoster	postcss	8.4.38	MIT
Kologik.JailRoster	pretty-format	27.5.1	MIT
Kologik.JailRoster	prompts	2.4.2	MIT
Kologik.JailRoster	psl	1.9.0	MIT
Kologik.JailRoster	p-try	2.2.0	MIT
Kologik.JailRoster	punycode	2.3.1	MIT
Kologik.JailRoster	querystringify	2.2.0	MIT
Kologik.JailRoster	react-is	17.0.2	MIT
Kologik.JailRoster	regenerator-runtime	0.14.1	MIT
Kologik.JailRoster	require-directory	2.1.1	MIT
Kologik.JailRoster	requires-port	1.0.0	MIT
Kologik.JailRoster	resolve	1.22.8	MIT
Kologik.JailRoster	resolve.exports	1.1.1	MIT
Kologik.JailRoster	resolve-cwd	3.0.0	MIT
Kologik.JailRoster	resolve-from	5.0.0	MIT
Kologik.JailRoster	rimraf	3.0.2	ISC
Kologik.JailRoster	safer-buffer	2.1.2	MIT
Kologik.JailRoster	saxes	5.0.1	ISC
Kologik.JailRoster	semver	7.6.0	ISC
Kologik.JailRoster	semver	6.3.1	ISC
Kologik.JailRoster	shebang-command	2.0.0	MIT
Kologik.JailRoster	shebang-regex	3.0.0	MIT
Kologik.JailRoster	signal-exit	3.0.7	ISC
Kologik.JailRoster	sisteransi	1.0.5	MIT
Kologik.JailRoster	slash	3.0.0	MIT
Kologik.JailRoster	source-map	0.6.1	BSD-3-Clause
Kologik.JailRoster	source-map	0.7.4	BSD-3-Clause
Kologik.JailRoster	source-map-js	1.2.0	BSD-3-Clause
Kologik.JailRoster	source-map-support	0.5.21	MIT
Kologik.JailRoster	sprintf-js	1.0.3	BSD-3-Clause
Kologik.JailRoster	stack-utils	2.0.6	MIT

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Kologik.JailRoster	string-length	4.0.2	MIT
Kologik.JailRoster	string-width	4.2.3	MIT
Kologik.JailRoster	strip-ansi	6.0.1	MIT
Kologik.JailRoster	strip-bom	4.0.0	MIT
Kologik.JailRoster	strip-final-newline	2.0.0	MIT
Kologik.JailRoster	strip-json-comments	3.1.1	MIT
Kologik.JailRoster	supports-color	7.2.0	MIT
Kologik.JailRoster	supports-color	8.1.1	MIT
Kologik.JailRoster	supports-color	5.5.0	MIT
Kologik.JailRoster	supports-hyperlinks	2.3.0	MIT
Kologik.JailRoster	supports-preserve-symlinks-flag	1.0.0	MIT
Kologik.JailRoster	symbol-tree	3.2.4	MIT
Kologik.JailRoster	terminal-link	2.1.1	MIT
Kologik.JailRoster	test-exclude	6.0.0	ISC
Kologik.JailRoster	throat	6.0.2	MIT
Kologik.JailRoster	tmpl	1.0.5	BSD-3-Clause
Kologik.JailRoster	to-fast-properties	2.0.0	MIT
Kologik.JailRoster	to-regex-range	5.0.1	MIT
Kologik.JailRoster	tough-cookie	4.1.3	BSD-3-Clause
Kologik.JailRoster	tr46	2.1.0	MIT
Kologik.JailRoster	typedarray-to-buffer	3.1.5	MIT
Kologik.JailRoster	type-detect	4.0.8	MIT
Kologik.JailRoster	type-fest	0.21.3	(MIT OR CC0-1.0)
Kologik.JailRoster	undici-types	5.26.5	MIT
Kologik.JailRoster	universalify	0.2.0	MIT
Kologik.JailRoster	update-browserslist-db	1.0.13	MIT
Kologik.JailRoster	url-parse	1.5.10	MIT
Kologik.JailRoster	v8-to-istanbul	8.1.1	ISC
Kologik.JailRoster	vue	3.4.21	MIT
Kologik.JailRoster	vue-router	4.3.0	MIT
Kologik.JailRoster	w3c-hr-time	1.0.2	MIT
Kologik.JailRoster	w3c-xmlserializer	2.0.0	MIT
Kologik.JailRoster	walker	1.0.8	Apache-2.0
Kologik.JailRoster	webidl-conversions	6.1.0	BSD-2-Clause
Kologik.JailRoster	webidl-conversions	5.0.0	BSD-2-Clause
Kologik.JailRoster	whatwg-encoding	1.0.5	MIT
Kologik.JailRoster	whatwg-mimetype	2.3.0	MIT
Kologik.JailRoster	whatwg-url	8.7.0	MIT
Kologik.JailRoster	which	2.0.2	ISC
Kologik.JailRoster	wrap-ansi	7.0.0	MIT
Kologik.JailRoster	wrappy	1.0.2	ISC
Kologik.JailRoster	write-file-atomic	3.0.3	ISC

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Kologik.JailRoster	ws	7.5.9	MIT
Kologik.JailRoster	xmlchars	2.2.0	MIT
Kologik.JailRoster	xml-name-validator	3.0.0	Apache-2.0
Kologik.JailRoster	y18n	5.0.8	ISC
Kologik.JailRoster	yallist	4.0.0	ISC
Kologik.JailRoster	yallist	3.1.1	ISC
Kologik.JailRoster	yargs	16.2.0	MIT
Kologik.JailRoster	yargs-parser	20.2.9	ISC
Kologik.NIBRS	Antlr	3.5.0.2	BSD
Kologik.NIBRS	AspNetCore.HealthChecks.UI.Client	7.1.0	Apache-2.0
Kologik.NIBRS	AutoMapper.Extensions.Microsoft.DependencyInjection	12.0.1	MIT
Kologik.NIBRS	Azure.Extensions.AspNetCore.DataProtection.Blobs	1.3.2	MIT
Kologik.NIBRS	Azure.Extensions.AspNetCore.DataProtection.Keys	1.2.2	MIT
Kologik.NIBRS	Azure.Identity	1.10.4	MIT
Kologik.NIBRS	Azure.Monitor.OpenTelemetry.Exporter	1.0.0	MIT
Kologik.NIBRS	coverlet.collector	3.2.0	MIT
Kologik.NIBRS	Destructurama.Attributed	3.2.0	Apache-2.0
Kologik.NIBRS	FluentValidation.DependencyInjectionExtensions	11.9.0	Apache-2.0
Kologik.NIBRS	JasperFx.Core	1.5.1	MIT
Kologik.NIBRS	MassTransit	8.1.3	Apache-2.0
Kologik.NIBRS	MediatR	12.2.0	Apache-2.0
Kologik.NIBRS	Microsoft.AspNetCore.Mvc	5.2.9	NET_Library_EULA_ENU.txt
Kologik.NIBRS	Microsoft.AspNetCore.Razor	3.2.9	NET_Library_EULA_ENU.txt
Kologik.NIBRS	Microsoft.AspNetCore.Web.Optimization	1.1.3	
Kologik.NIBRS	Microsoft.AspNetCore.WebApi	5.2.9	NET_Library_EULA_ENU.txt
Kologik.NIBRS	Microsoft.AspNetCore.WebApi.Client	5.2.9	NET_Library_EULA_ENU.txt
Kologik.NIBRS	Microsoft.AspNetCore.WebApi.Core	5.2.9	NET_Library_EULA_ENU.txt
Kologik.NIBRS	Microsoft.AspNetCore.WebApi.HelpPage	5.2.9	NET_Library_EULA_ENU.txt
Kologik.NIBRS	Microsoft.AspNetCore.WebApi.WebHost	5.2.9	NET_Library_EULA_ENU.txt
Kologik.NIBRS	Microsoft.AspNetCore.WebPages	3.2.9	NET_Library_EULA_ENU.txt
Kologik.NIBRS	Microsoft.AspNetCore.Authentication.JwtBearer	7.0.9	MIT
Kologik.NIBRS	Microsoft.AspNetCore.OpenApi	7.0.13	MIT
Kologik.NIBRS	Microsoft.AspNetCore.OpenApi	7.0.13	MIT
Kologik.NIBRS	Microsoft.Bcl.AsyncInterfaces	7.0.0	MIT
Kologik.NIBRS	Microsoft.CodeDom.Providers.DotNetCompilerPlatform	4.1.0	MIT
Kologik.NIBRS	Microsoft.EntityFrameworkCore	7.0.9	MIT
Kologik.NIBRS	Microsoft.Extensions.DependencyInjection	7.0.0	MIT
Kologik.NIBRS	Microsoft.Extensions.DependencyInjection.Abstractions	7.0.0	MIT
Kologik.NIBRS	Microsoft.Extensions.DependencyInjection.Abstractions	7.0.0	MIT
Kologik.NIBRS	Microsoft.Extensions.Logging	7.0.0	MIT
Kologik.NIBRS	Microsoft.Extensions.Logging.Abstractions	7.0.0	MIT
Kologik.NIBRS	Microsoft.Extensions.Options	7.0.1	MIT

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Kologik.NIBRS	Microsoft.Extensions.Primitives	7.0.0	MIT
Kologik.NIBRS	Microsoft.NET.Test.Sdk	17.6.0	LICENSE_NET.txt
Kologik.NIBRS	Microsoft.NETFramework.ReferenceAssemblies	1.0.2	
Kologik.NIBRS	Microsoft.VisualStudio.Azure.Containers.Tools.Targets	1.19.5	EULA.md
Kologik.NIBRS	Microsoft.VisualStudio.Azure.Containers.Tools.Targets	1.19.5	EULA.md
Kologik.NIBRS	Microsoft.Web.Infrastructure	2.0.1	NET_Library_EULA_ENU.txt
Kologik.NIBRS	Modernizr	2.8.3	
Kologik.NIBRS	Newtonsoft.Json	13.0.3	MIT
Kologik.NIBRS	OpenTelemetry.Extensions.Hosting	1.6.0	Apache-2.0
Kologik.NIBRS	OpenTelemetry.Instrumentation.AspNetCore	1.5.1-beta.1	Apache-2.0
Kologik.NIBRS	OpenTelemetry.Instrumentation.Http	1.5.1-beta.1	Apache-2.0
Kologik.NIBRS	Serilog	3.1.0	Apache-2.0
Kologik.NIBRS	Serilog.AspNetCore	7.0.0	Apache-2.0
Kologik.NIBRS	Serilog.AspNetCore	7.0.0	Apache-2.0
Kologik.NIBRS	Serilog.Enrichers.Environment	2.3.0	Apache-2.0
Kologik.NIBRS	Serilog.Enrichers.Environment	2.3.0	Apache-2.0
Kologik.NIBRS	Serilog.Enrichers.Span	3.1.0+build.538	MIT
Kologik.NIBRS	Serilog.Enrichers.Thread	3.1.0	Apache-2.0
Kologik.NIBRS	Serilog.Exceptions	8.4.0+build.694	MIT
Kologik.NIBRS	Serilog.Expressions	4.0.0	Apache-2.0
Kologik.NIBRS	Serilog.Formatting.Compact	2.0.0	Apache-2.0
Kologik.NIBRS	Serilog.Settings.Configuration	7.0.1	Apache-2.0
Kologik.NIBRS	Serilog.Sinks.ApplicationInsights	4.0.0	Apache-2.0
Kologik.NIBRS	Serilog.Sinks.Seq	6.0.0	Apache-2.0
Kologik.NIBRS	Swashbuckle.AspNetCore	6.5.0	MIT
Kologik.NIBRS	Swashbuckle.AspNetCore	6.5.0	MIT
Kologik.NIBRS	System Buffers	4.5.1	MIT
Kologik.NIBRS	System.Diagnostics.DiagnosticSource	7.0.2	MIT
Kologik.NIBRS	System.Memory	4.5.5	MIT
Kologik.NIBRS	System.Numerics.Vectors	4.5.0	MIT
Kologik.NIBRS	System.Runtime.CompilerServices.Unsafe	6.0.0	MIT
Kologik.NIBRS	System.ServiceModel.Http	6.2.0	MIT
Kologik.NIBRS	System.ServiceModel.Primitives	6.0.0	MIT
Kologik.NIBRS	System.Threading.Tasks.Extensions	4.5.4	MIT
Kologik.NIBRS	System.ValueTuple	4.5.0	MIT
Kologik.NIBRS	WebGrease	1.6.0	
Kologik.NIBRS	XMLUnit.Core	2.9.2	Apache-2.0
Kologik.NIBRS	xunit	2.4.2	Apache-2.0
Kologik.NIBRS	xunit.runner.visualstudio	2.4.5	MIT
Kologik.NIBRS	Xunit.StaFact	1.1.11	MS-PL
WebCAD	Azure.Core	1.37.0	MIT
WebCAD	Azure.Extensions.AspNetCore.Configuration.Secrets	1.3.0	MIT

Repo	Reference	Version	License Type
WebCAD	Azure.Identity	1.10.4	MIT
WebCAD	Azure.Storage.Blobs	12.19.1	MIT
WebCAD	Azure.Storage.Files.Shares	12.17.1	MIT
WebCAD	coverlet.collector	3.1.2	MIT
WebCAD	Dapper	2.1.28	Apache-2.0
WebCAD	DocumentFormat.OpenXml	3.0.1	MIT
WebCAD	Microsoft.ApplicationInsights.AspNetCore	2.22.0	MIT
WebCAD	Microsoft.AspNetCore.JsonPatch	7.0.13	MIT
WebCAD	Microsoft.AspNetCore.Mvc.NewtonsoftJson	7.0.13	MIT
WebCAD	Microsoft.AspNetCore.NodeServices	3.1.32	Apache-2.0
WebCAD	Microsoft.AspNetCore.SignalR.Protocols.MessagePack	7.0.13	MIT
WebCAD	Microsoft.Azure.ServiceBus	5.2.0	MIT
WebCAD	Microsoft.Azure.SignalR	1.22.0	MIT
WebCAD	Microsoft.Extensions.Caching.SqlServer	7.0.13	MIT
WebCAD	Microsoft.NET.Test.Sdk	17.3.2	LICENSE_NET.txt
WebCAD	Microsoft.VisualStudio.Azure.Containers.Tools.Targets	1.19.5	EULA.md
WebCAD	MSTest.TestAdapter	2.2.10	MIT
WebCAD	MSTest.TestFramework	2.2.10	MIT
WebCAD	Newtonsoft.Json	13.0.3	MIT
WebCAD	Oracle.ManagedDataAccess.Core	3.21.120	LICENSE.txt
WebCAD	System.ServiceModel.Duplex	6.0.0	MIT
WebCAD	System.ServiceModel.Federation	6.2.0	MIT
WebCAD	System.ServiceModel.Http	6.2.0	MIT
WebCAD	System.ServiceModel.NetTcp	6.2.0	MIT
WebCAD	System.ServiceModel.Security	6.0.0	MIT
WebCAD	TimeZoneConverter	6.1.0	MIT
WebCAD	@babel/parser	7.24.1	MIT
WebCAD	@googlemaps/markerclusterer	2.5.3	Apache-2.0
WebCAD	@interactjs/actions	1.10.2	MIT
WebCAD	@interactjs/arrange	1.10.2	MIT
WebCAD	@interactjs/auto-scroll	1.10.2	MIT
WebCAD	@interactjs/auto-start	1.10.2	MIT
WebCAD	@interactjs/clone	1.10.2	MIT
WebCAD	@interactjs/core	1.10.2	MIT
WebCAD	@interactjs/dev-tools	1.10.2	MIT
WebCAD	@interactjs/feedback	1.10.2	MIT
WebCAD	@interactjs/inertia	1.10.2	MIT
WebCAD	@interactjs/interact	1.10.2	MIT
WebCAD	@interactjs/interactjs	1.10.2	MIT
WebCAD	@interactjs/modifiers	1.10.2	MIT
WebCAD	@interactjs/multi-target	1.10.2	MIT
WebCAD	@interactjs/offset	1.10.2	MIT

Repo	Reference	Version	License Type
WebCAD	@interactjs/pointer-events	1.10.2	MIT
WebCAD	@interactjs/react	1.10.2	MIT
WebCAD	@interactjs/reflow	1.10.2	MIT
WebCAD	@interactjs/snappers	1.10.2	MIT
WebCAD	@interactjs/types	1.10.2	MIT
WebCAD	@interactjs/utils	1.10.2	MIT
WebCAD	@interactjs/vue	1.10.2	MIT
WebCAD	@microsoft/signalr	7.0.11	MIT
WebCAD	@microsoft/signalr	8.0.0	MIT
WebCAD	@microsoft/signalr-protocol-msgpack	7.0.11	MIT
WebCAD	@msgpack/msgpack	2.8.0	ISC
WebCAD	@vue/compiler-sfc	2.7.16	MIT
WebCAD	abort-controller	3.0.0	MIT
WebCAD	ansi-styles	4.3.0	MIT
WebCAD	axios	0.21.4	MIT
WebCAD	batch-processor	1.0.0	MIT
WebCAD	bootstrap	4.6.2	MIT
WebCAD	chalk	4.1.2	MIT
WebCAD	cleave.js	1.6.0	Apache-2.0
WebCAD	color-convert	2.0.1	MIT
WebCAD	color-name	1.1.4	MIT
WebCAD	core-js	2.6.12	MIT
WebCAD	csstype	3.1.3	MIT
WebCAD	debounce	1.2.1	MIT
WebCAD	de-indent	1.0.2	MIT
WebCAD	element-resize-detector	1.2.4	MIT
WebCAD	es6-object-assign	1.1.0	MIT
WebCAD	esri-loader	3.7.0	Apache-2.0
WebCAD	eventsourcing	2.0.2	MIT
WebCAD	event-target-shim	5.0.1	MIT
WebCAD	fast-deep-equal	3.1.3	MIT
WebCAD	fetch-cookie	2.2.0	Unlicense
WebCAD	follow-redirects	1.15.6	MIT
WebCAD	function-bind	1.1.2	MIT
WebCAD	gmap-vue	3.5.4	MIT
WebCAD	has-flag	4.0.0	MIT
WebCAD	hash-sum	2.0.0	MIT
WebCAD	hasown	2.0.2	MIT
WebCAD	he	1.2.0	MIT
WebCAD	is-core-module	2.13.1	MIT
WebCAD	jquery	3.7.1	MIT
WebCAD	jw-paginate	1.0.4	MIT

Repo	Reference	Version	License Type
WebCAD	jw-vue-pagination	1.0.3	MIT
WebCAD	kdbush	4.0.2	ISC
WebCAD	lodash	4.17.21	MIT
WebCAD	lodash._reinterpolate	3.0.0	MIT
WebCAD	lodash.template	4.5.0	MIT
WebCAD	lodash.templatesettings	4.2.0	MIT
WebCAD	lodash.uniq	4.5.0	MIT
WebCAD	moment	2.30.1	MIT
WebCAD	moment-timezone	0.4.1	MIT
WebCAD	nanoid	3.3.7	MIT
WebCAD	node-fetch	2.7.0	MIT
WebCAD	path-parse	1.0.7	MIT
WebCAD	pc-bootstrap4-datetimepicker	4.17.51	MIT
WebCAD	picocolors	1.0.0	ISC
WebCAD	postcss	8.4.38	MIT
WebCAD	prettier	2.8.8	MIT
WebCAD	promise-polyfill	6.1.0	MIT
WebCAD	psl	1.9.0	MIT
WebCAD	punycode	2.3.1	MIT
WebCAD	querystringify	2.2.0	MIT
WebCAD	randombytes	2.1.0	MIT
WebCAD	requires-port	1.0.0	MIT
WebCAD	resize-observer-polyfill	1.5.1	MIT
WebCAD	resolve	1.22.8	MIT
WebCAD	safe-buffer	5.2.1	MIT
WebCAD	scrollparent	2.1.0	ISC
WebCAD	serialize-javascript	6.0.2	BSD-3-Clause
WebCAD	set-cookie-parser	2.6.0	MIT
WebCAD	source-map	0.6.1	BSD-3-Clause
WebCAD	source-map	0.5.6	BSD-3-Clause
WebCAD	source-map-js	1.2.0	BSD-3-Clause
WebCAD	supercluster	8.0.1	ISC
WebCAD	supports-color	7.2.0	MIT
WebCAD	supports-preserve-symlinks-flag	1.0.0	MIT
WebCAD	sweetalert	2.1.2	MIT
WebCAD	tough-cookie	4.1.3	BSD-3-Clause
WebCAD	tr46	0.0.3	MIT
WebCAD	universalify	0.2.0	MIT
WebCAD	url-parse	1.5.10	MIT
WebCAD	vue	2.7.16	MIT
WebCAD	vue-bootstrap-datetimepicker	5.0.1	MIT
WebCAD	vue-bootstrap-typeahead	0.2.6	MIT

Repo	Reference	Version	License Type
WebCAD	vue-cleave-component	2.1.3	MIT
WebCAD	vue-cool-select	3.5.2	MIT
WebCAD	vue-drag-resize	1.5.4	MIT
WebCAD	vue-grid-layout	2.4.0	MIT
WebCAD	vue-observe-visibility	0.4.6	MIT
WebCAD	vue-resize	0.4.5	MIT
WebCAD	vue-router	3.6.5	MIT
WebCAD	vue-select	3.20.2	MIT
WebCAD	vue-server-renderer	2.7.16	MIT
WebCAD	vue-smart-widget	0.5.5	MIT
WebCAD	vue-suggestion	1.1.0	MIT
WebCAD	vue-template-compiler	2.7.16	MIT
WebCAD	vue-virtual-scroller	1.1.2	MIT
WebCAD	vuex	3.6.2	MIT
WebCAD	vuex-router-sync	5.0.0	MIT
WebCAD	webidl-conversions	3.0.1	BSD-2-Clause
WebCAD	whatwg-url	5.0.0	MIT
WebCAD	ws	7.5.9	MIT
WebJMS	coverlet.collector	3.1.2	MIT
WebJMS	Dapper	2.1.28	Apache-2.0
WebJMS	EPPlus	5.3.2	Polyform Noncommercial License 1.0.0
WebJMS	FakeItEasy	7.3.1	MIT
WebJMS	Microsoft.AspNetCore.DataProtection.Abstractions	3.1.32	Apache-2.0
WebJMS	Microsoft.AspNetCore.Mvc.ViewFeatures	2.2.0	
WebJMS	Microsoft.AspNetCore.Razor.Runtime	2.2.0	
WebJMS	Microsoft.Extensions.Caching.Abstractions	7.0.0	MIT
WebJMS	Microsoft.Extensions.Configuration	3.1.32	Apache-2.0
WebJMS	Microsoft.Extensions.Configuration.Abstractions	3.1.32	Apache-2.0
WebJMS	Microsoft.Extensions.Configuration.FileExtensions	3.1.8	Apache-2.0
WebJMS	Microsoft.Extensions.Configuration.Json	3.1.8	Apache-2.0
WebJMS	Microsoft.Extensions.Configuration.UserSecrets	2.2.0	
WebJMS	Microsoft.Extensions.FileProviders.Abstractions	3.1.32	Apache-2.0
WebJMS	Microsoft.Extensions.FileProviders.Physical	3.1.8	Apache-2.0
WebJMS	Microsoft.Extensions.FileSystemGlobbing	3.1.8	Apache-2.0
WebJMS	Microsoft.Extensions.Identity.Core	2.2.0	
WebJMS	Microsoft.Extensions.Primitives	3.1.32	Apache-2.0
WebJMS	Microsoft.NET.Test.Sdk	17.3.2	LICENSE_NET.txt
WebJMS	Microsoft.VisualStudio.Web.CodeGeneration.Design	2.2.3	
WebJMS	MSTest.TestAdapter	2.2.10	MIT
WebJMS	MSTest.TestFramework	2.2.10	MIT
WebJMS	Newtonsoft.Json	13.0.3	MIT
WebJMS	Oracle.ManagedDataAccess.Core	3.21.120	LICENSE.txt

Repo	Reference	Version	License Type
WebJMS	WinSCP	5.17.10	MPL-2.0
WebJMS	@achrinza/node-ipc	9.2.8	MIT
WebJMS	@aspnet/signalr	1.1.4	Apache-2.0
WebJMS	@babel/code-frame	7.24.2	MIT
WebJMS	@babel/helper-validator-identifier	7.22.20	MIT
WebJMS	@babel/highlight	7.24.2	MIT
WebJMS	@babel/parser	7.24.1	MIT
WebJMS	@babel/runtime-corejs2	7.24.1	MIT
WebJMS	@fortawesome/fontawesome-pro	5.15.4	Commercial License
WebJMS	@hapi/hoek	9.3.0	BSD-3-Clause
WebJMS	@hapi/topo	5.1.0	BSD-3-Clause
WebJMS	@interactjs/actions	1.10.2	MIT
WebJMS	@interactjs/arrange	1.10.2	MIT
WebJMS	@interactjs/auto-scroll	1.10.2	MIT
WebJMS	@interactjs/auto-start	1.10.2	MIT
WebJMS	@interactjs/clone	1.10.2	MIT
WebJMS	@interactjs/core	1.10.2	MIT
WebJMS	@interactjs/dev-tools	1.10.2	MIT
WebJMS	@interactjs/feedback	1.10.2	MIT
WebJMS	@interactjs/inertia	1.10.2	MIT
WebJMS	@interactjs/interact	1.10.2	MIT
WebJMS	@interactjs/interactjs	1.10.2	MIT
WebJMS	@interactjs/modifiers	1.10.2	MIT
WebJMS	@interactjs/multi-target	1.10.2	MIT
WebJMS	@interactjs/offset	1.10.2	MIT
WebJMS	@interactjs/pointer-events	1.10.2	MIT
WebJMS	@interactjs/react	1.10.2	MIT
WebJMS	@interactjs/reflow	1.10.2	MIT
WebJMS	@interactjs/snappers	1.10.2	MIT
WebJMS	@interactjs/types	1.10.2	MIT
WebJMS	@interactjs/utils	1.10.2	MIT
WebJMS	@interactjs/vue	1.10.2	MIT
WebJMS	@node-ipc/js-queue	2.0.3	MIT
WebJMS	@nodelib/fs.scandir	2.1.5	MIT
WebJMS	@nodelib/fs.stat	2.0.5	MIT
WebJMS	@nodelib/fs.walk	1.2.8	MIT
WebJMS	@sideway/address	4.1.5	BSD-3-Clause
WebJMS	@sideway/formula	3.0.1	BSD-3-Clause
WebJMS	@sideway/pinpoint	2.0.0	BSD-3-Clause
WebJMS	@tootallnate/once	2.0.0	MIT
WebJMS	@types/chart.js	2.9.41	MIT
WebJMS	@types/glob	7.2.0	MIT

Repo	Reference	Version	License Type
WebJMS	@types/minimatch	5.1.2	MIT
WebJMS	@types/node	20.12.2	MIT
WebJMS	@types/normalize-package-data	2.4.4	MIT
WebJMS	@ungap/promise-all-settled	1.1.2	ISC
WebJMS	@vue/cli-plugin-unit-mocha	5.0.8	MIT
WebJMS	@vue/cli-shared-utils	5.0.8	MIT
WebJMS	@vue/compiler-sfc	2.7.16	MIT
WebJMS	abab	2.0.6	BSD-3-Clause
WebJMS	acorn	8.11.3	MIT
WebJMS	acorn	7.4.1	MIT
WebJMS	acorn-globals	6.0.0	MIT
WebJMS	acorn-walk	7.2.0	MIT
WebJMS	agent-base	6.0.2	MIT
WebJMS	ajv	6.12.6	MIT
WebJMS	ansi-colors	4.1.1	MIT
WebJMS	ansi-regex	5.0.1	MIT
WebJMS	ansi-regex	3.0.1	MIT
WebJMS	ansi-regex	4.1.1	MIT
WebJMS	ansi-styles	4.3.0	MIT
WebJMS	ansi-styles	3.2.1	MIT
WebJMS	anymatch	3.1.3	ISC
WebJMS	argparse	2.0.1	Python-2.0
WebJMS	array-union	2.1.0	MIT
WebJMS	asn1	0.2.6	MIT
WebJMS	assert-plus	1.0.0	MIT
WebJMS	asynckit	0.4.0	MIT
WebJMS	async-limiter	1.0.1	MIT
WebJMS	aws4	1.12.0	MIT
WebJMS	aws-sign2	0.7.0	Apache-2.0
WebJMS	axios	0.21.4	MIT
WebJMS	babel-polyfill	6.26.0	MIT
WebJMS	babel-runtime	6.26.0	MIT
WebJMS	balanced-match	1.0.2	MIT
WebJMS	base64-js	1.5.1	MIT
WebJMS	batch-processor	1.0.0	MIT
WebJMS	bcrypt-pbkdf	1.0.2	BSD-3-Clause
WebJMS	big.js	5.2.2	MIT
WebJMS	binary-extensions	2.3.0	MIT
WebJMS	bl	4.1.0	MIT
WebJMS	brace-expansion	1.1.11	MIT
WebJMS	braces	3.0.2	MIT
WebJMS	browser-process-hrtime	1.0.0	BSD-2-Clause

Repo	Reference	Version	License Type
WebJMS	browser-stdout	1.3.1	ISC
WebJMS	buffer	5.7.1	MIT
WebJMS	buffer-from	1.1.2	MIT
WebJMS	camelcase	6.3.0	MIT
WebJMS	camelcase	5.3.1	MIT
WebJMS	caseless	0.12.0	Apache-2.0
WebJMS	chai-arrays	2.2.0	ISC
WebJMS	chalk	4.1.2	MIT
WebJMS	chalk	2.4.2	MIT
WebJMS	chart.js	2.9.4	MIT
WebJMS	chartjs-color	2.4.1	MIT
WebJMS	chartjs-color-string	0.6.0	MIT
WebJMS	chokidar	3.5.1	MIT
WebJMS	chokidar	3.6.0	MIT
WebJMS	cleave.js	1.5.8	Apache-2.0
WebJMS	cleave.js	1.6.0	Apache-2.0
WebJMS	cli-cursor	3.1.0	MIT
WebJMS	cli-spinners	2.9.2	MIT
WebJMS	cliui	7.0.4	ISC
WebJMS	cliui	5.0.0	ISC
WebJMS	clone	1.0.4	MIT
WebJMS	color-convert	2.0.1	MIT
WebJMS	color-convert	1.9.3	MIT
WebJMS	color-name	1.1.4	MIT
WebJMS	color-name	1.1.3	MIT
WebJMS	combined-stream	1.0.8	MIT
WebJMS	concat-map	0.0.1	MIT
WebJMS	core-js	2.6.12	MIT
WebJMS	core-js	3.36.1	MIT
WebJMS	core-util-is	1.0.2	MIT
WebJMS	core-util-is	1.0.3	MIT
WebJMS	cross-spawn	6.0.5	MIT
WebJMS	cssom	0.5.0	MIT
WebJMS	cssom	0.3.8	MIT
WebJMS	cssstyle	2.3.0	MIT
WebJMS	csstype	3.1.3	MIT
WebJMS	dashdash	1.14.1	MIT
WebJMS	data-urls	3.0.2	MIT
WebJMS	debug	4.3.1	MIT
WebJMS	debug	4.3.4	MIT
WebJMS	decamelize	4.0.0	MIT
WebJMS	decamelize	1.2.0	MIT

Repo	Reference	Version	License Type
WebJMS	decimal.js	10.4.3	MIT
WebJMS	defaults	1.0.4	MIT
WebJMS	define-lazy-prop	2.0.0	MIT
WebJMS	delayed-stream	1.0.0	MIT
WebJMS	diff	5.0.0	BSD-3-Clause
WebJMS	dir-glob	3.0.1	MIT
WebJMS	domexception	4.0.0	MIT
WebJMS	easy-stack	1.0.1	MIT
WebJMS	ecc-jsbn	0.1.2	MIT
WebJMS	element-resize-detector	1.2.4	MIT
WebJMS	emoji-regex	8.0.0	MIT
WebJMS	emoji-regex	7.0.3	MIT
WebJMS	emojis-list	3.0.0	MIT
WebJMS	end-of-stream	1.4.4	MIT
WebJMS	errno	0.1.8	MIT
WebJMS	error-ex	1.3.2	MIT
WebJMS	escalade	3.1.2	MIT
WebJMS	escape-string-regexp	4.0.0	MIT
WebJMS	escape-string-regexp	1.0.5	MIT
WebJMS	escodegen	2.1.0	BSD-2-Clause
WebJMS	esprima	4.0.1	BSD-2-Clause
WebJMS	estraverse	5.3.0	BSD-2-Clause
WebJMS	esutils	2.0.3	BSD-2-Clause
WebJMS	event-pubsub	4.3.0	Unlicense
WebJMS	eventsourcing	1.1.2	MIT
WebJMS	execa	1.0.0	MIT
WebJMS	extend	3.0.2	MIT
WebJMS	extsprintf	1.3.0	MIT
WebJMS	extsprintf	1.4.1	MIT
WebJMS	fast-deep-equal	3.1.3	MIT
WebJMS	fast-glob	3.3.2	MIT
WebJMS	fast-json-stable-stringify	2.1.0	MIT
WebJMS	fastq	1.17.1	ISC
WebJMS	fill-range	7.0.1	MIT
WebJMS	find-up	5.0.0	MIT
WebJMS	find-up	3.0.0	MIT
WebJMS	flat	5.0.2	BSD-3-Clause
WebJMS	follow-redirects	1.15.6	MIT
WebJMS	forever-agent	0.6.1	Apache-2.0
WebJMS	form-data	2.3.3	MIT
WebJMS	form-data	4.0.0	MIT
WebJMS	fs.realpath	1.0.0	ISC

Repo	Reference	Version	License Type
WebJMS	function-bind	1.1.2	MIT
WebJMS	get-caller-file	2.0.5	ISC
WebJMS	getpass	0.1.7	MIT
WebJMS	get-stream	4.1.0	MIT
WebJMS	glob	7.1.6	ISC
WebJMS	glob	7.2.3	ISC
WebJMS	globby	10.0.2	MIT
WebJMS	glob-parent	5.1.2	ISC
WebJMS	growl	1.10.5	MIT
WebJMS	har-schema	2.0.0	ISC
WebJMS	har-validator	5.1.5	MIT
WebJMS	has-flag	4.0.0	MIT
WebJMS	has-flag	3.0.0	MIT
WebJMS	hash-sum	2.0.0	MIT
WebJMS	hasown	2.0.2	MIT
WebJMS	he	1.2.0	MIT
WebJMS	hosted-git-info	2.8.9	ISC
WebJMS	html-encoding-sniffer	3.0.0	MIT
WebJMS	http-proxy-agent	5.0.0	MIT
WebJMS	http-signature	1.2.0	MIT
WebJMS	https-proxy-agent	5.0.1	MIT
WebJMS	iconv-lite	0.6.3	MIT
WebJMS	ieee754	1.2.1	BSD-3-Clause
WebJMS	ignore	5.3.1	MIT
WebJMS	inflight	1.0.6	ISC
WebJMS	inherits	2.0.4	ISC
WebJMS	interpret	1.4.0	MIT
WebJMS	isarray	1.0.0	MIT
WebJMS	is-arrayish	0.2.1	MIT
WebJMS	is-binary-path	2.1.0	MIT
WebJMS	is-core-module	2.13.1	MIT
WebJMS	is-docker	2.2.1	MIT
WebJMS	isexe	2.0.0	ISC
WebJMS	is-extglob	2.1.1	MIT
WebJMS	is-fullwidth-code-point	2.0.0	MIT
WebJMS	is-fullwidth-code-point	3.0.0	MIT
WebJMS	is-glob	4.0.3	MIT
WebJMS	is-interactive	1.0.0	MIT
WebJMS	is-number	7.0.0	MIT
WebJMS	is-plain-obj	2.1.0	MIT
WebJMS	is-potential-custom-element-name	1.0.1	MIT
WebJMS	isstream	0.1.2	MIT

Repo	Reference	Version	License Type
WebJMS	is-stream	1.1.0	MIT
WebJMS	is-typedarray	1.0.0	MIT
WebJMS	is-unicode-supported	0.1.0	MIT
WebJMS	is-wsl	2.2.0	MIT
WebJMS	joi	17.12.2	BSD-3-Clause
WebJMS	jsbn	0.1.1	MIT
WebJMS	jsdom	18.1.1	MIT
WebJMS	jsdom-global	3.0.2	MIT
WebJMS	js-message	1.0.7	MIT
WebJMS	json5	1.0.2	MIT
WebJMS	json-parse-even-better-errors	2.3.1	MIT
WebJMS	json-schema	0.4.0	(AFL-2.1 OR BSD-3-Clause)
WebJMS	json-schema-traverse	0.4.1	MIT
WebJMS	json-stringify-safe	5.0.1	ISC
WebJMS	jsprim	1.4.2	MIT
WebJMS	js-tokens	4.0.0	MIT
WebJMS	js-yaml	4.0.0	MIT
WebJMS	jw-paginate	1.0.4	MIT
WebJMS	jw-vue-pagination	1.0.3	MIT
WebJMS	launch-editor	2.6.1	MIT
WebJMS	lines-and-columns	1.2.4	MIT
WebJMS	loader-utils	1.4.2	MIT
WebJMS	locate-path	6.0.0	MIT
WebJMS	locate-path	3.0.0	MIT
WebJMS	lodash	4.17.21	MIT
WebJMS	lodash._reinterpolate	3.0.0	MIT
WebJMS	lodash.template	4.5.0	MIT
WebJMS	lodash.templatesettings	4.2.0	MIT
WebJMS	lodash.uniq	4.5.0	MIT
WebJMS	log-symbols	4.0.0	MIT
WebJMS	log-symbols	4.1.0	MIT
WebJMS	lru-cache	6.0.0	ISC
WebJMS	memory-fs	0.4.1	MIT
WebJMS	merge2	1.4.1	MIT
WebJMS	micromatch	4.0.5	MIT
WebJMS	mime-db	1.52.0	MIT
WebJMS	mime-types	2.1.35	MIT
WebJMS	mimic-fn	2.1.0	MIT
WebJMS	minimatch	3.0.4	ISC
WebJMS	minimatch	3.1.2	ISC
WebJMS	minimist	1.2.8	MIT
WebJMS	mocha	8.4.0	MIT

Repo	Reference	Version	License Type
WebJMS	mochapack	2.1.4	MIT
WebJMS	moment	2.30.1	MIT
WebJMS	ms	2.1.3	MIT
WebJMS	ms	2.1.2	MIT
WebJMS	nanoid	3.1.20	MIT
WebJMS	nanoid	3.3.7	MIT
WebJMS	nice-try	1.0.5	MIT
WebJMS	node-fetch	2.7.0	MIT
WebJMS	nodent-runtime	3.2.1	MIT
WebJMS	normalize-package-data	2.5.0	BSD-2-Clause
WebJMS	normalize-path	3.0.0	MIT
WebJMS	npm-run-path	2.0.2	MIT
WebJMS	nwsapi	2.2.7	MIT
WebJMS	oauth-sign	0.9.0	Apache-2.0
WebJMS	once	1.4.0	ISC
WebJMS	onetime	5.1.2	MIT
WebJMS	open	8.4.2	MIT
WebJMS	ora	5.4.1	MIT
WebJMS	parse5	6.0.1	MIT
WebJMS	parse-json	5.2.0	MIT
WebJMS	path-exists	4.0.0	MIT
WebJMS	path-exists	3.0.0	MIT
WebJMS	path-is-absolute	1.0.1	MIT
WebJMS	path-key	2.0.1	MIT
WebJMS	path-parse	1.0.7	MIT
WebJMS	path-type	4.0.0	MIT
WebJMS	performance-now	2.1.0	MIT
WebJMS	p-finally	1.0.0	MIT
WebJMS	picocolors	1.0.0	ISC
WebJMS	picomatch	2.3.1	MIT
WebJMS	p-limit	3.1.0	MIT
WebJMS	p-limit	2.3.0	MIT
WebJMS	p-locate	5.0.0	MIT
WebJMS	p-locate	3.0.0	MIT
WebJMS	postcss	8.4.38	MIT
WebJMS	prettier	2.8.8	MIT
WebJMS	process-nextick-args	2.0.1	MIT
WebJMS	progress	2.0.3	MIT
WebJMS	prrr	1.0.1	MIT
WebJMS	psl	1.9.0	MIT
WebJMS	p-try	2.2.0	MIT
WebJMS	pump	3.0.0	MIT

Repo	Reference	Version	License Type
WebJMS	punycode	2.3.1	MIT
WebJMS	qs	6.5.3	BSD-3-Clause
WebJMS	querystringify	2.2.0	MIT
WebJMS	queue-microtask	1.2.3	MIT
WebJMS	randombytes	2.1.0	MIT
WebJMS	readable-stream	2.3.8	MIT
WebJMS	readable-stream	3.6.2	MIT
WebJMS	readdirp	3.5.0	MIT
WebJMS	readdirp	3.6.0	MIT
WebJMS	read-pkg	5.2.0	MIT
WebJMS	regenerator-runtime	0.14.1	MIT
WebJMS	regenerator-runtime	0.10.5	MIT
WebJMS	regenerator-runtime	0.11.1	MIT
WebJMS	request	2.88.2	Apache-2.0
WebJMS	require-directory	2.1.1	MIT
WebJMS	require-main-filename	2.0.0	ISC
WebJMS	requires-port	1.0.0	MIT
WebJMS	resolve	1.22.8	MIT
WebJMS	restore-cursor	3.1.0	MIT
WebJMS	reusify	1.0.4	MIT
WebJMS	run-parallel	1.2.0	MIT
WebJMS	safe-buffer	5.2.1	MIT
WebJMS	safe-buffer	5.1.2	MIT
WebJMS	safer-buffer	2.1.2	MIT
WebJMS	saxes	5.0.1	ISC
WebJMS	scrollparent	2.1.0	ISC
WebJMS	semver	7.6.0	ISC
WebJMS	semver	5.7.2	ISC
WebJMS	serialize-javascript	5.0.1	BSD-3-Clause
WebJMS	serialize-javascript	6.0.2	BSD-3-Clause
WebJMS	set-blocking	2.0.0	ISC
WebJMS	shebang-command	1.2.0	MIT
WebJMS	shebang-regex	1.0.0	MIT
WebJMS	shell-quote	1.8.1	MIT
WebJMS	signal-exit	3.0.7	ISC
WebJMS	signature_pad	4.2.0	MIT
WebJMS	slash	3.0.0	MIT
WebJMS	source-map	0.6.1	BSD-3-Clause
WebJMS	source-map	0.5.6	BSD-3-Clause
WebJMS	source-map-js	1.2.0	BSD-3-Clause
WebJMS	source-map-support	0.5.21	MIT
WebJMS	spdx-correct	3.2.0	Apache-2.0

Repo	Reference	Version	License Type
WebJMS	spdx-exceptions	2.5.0	CC-BY-3.0
WebJMS	spdx-expression-parse	3.0.1	MIT
WebJMS	spdx-license-ids	3.0.17	CC0-1.0
WebJMS	sshpk	1.18.0	MIT
WebJMS	string_decoder	1.1.1	MIT
WebJMS	string_decoder	1.3.0	MIT
WebJMS	string-width	2.1.1	MIT
WebJMS	string-width	4.2.3	MIT
WebJMS	string-width	3.1.0	MIT
WebJMS	strip-ansi	6.0.1	MIT
WebJMS	strip-ansi	4.0.0	MIT
WebJMS	strip-ansi	5.2.0	MIT
WebJMS	strip-eof	1.0.0	MIT
WebJMS	strip-json-comments	3.1.1	MIT
WebJMS	supports-color	8.1.1	MIT
WebJMS	supports-color	7.2.0	MIT
WebJMS	supports-color	5.5.0	MIT
WebJMS	supports-preserve-symlinks-flag	1.0.0	MIT
WebJMS	symbol-tree	3.2.4	MIT
WebJMS	toposort	2.0.2	MIT
WebJMS	to-regexp-range	5.0.1	MIT
WebJMS	tough-cookie	2.5.0	BSD-3-Clause
WebJMS	tough-cookie	4.1.3	BSD-3-Clause
WebJMS	tr46	3.0.0	MIT
WebJMS	tr46	0.0.3	MIT
WebJMS	tunnel-agent	0.6.0	Apache-2.0
WebJMS	tweetnacl	0.14.5	Unlicense
WebJMS	type-fest	0.6.0	(MIT OR CC0-1.0)
WebJMS	undici-types	5.26.5	MIT
WebJMS	universalify	0.2.0	MIT
WebJMS	uri-js	4.4.1	BSD-2-Clause
WebJMS	url-parse	1.5.10	MIT
WebJMS	util-deprecate	1.0.2	MIT
WebJMS	uuid	3.4.0	MIT
WebJMS	validate-npm-package-license	3.0.4	Apache-2.0
WebJMS	verror	1.10.0	MIT
WebJMS	vue	2.7.16	MIT
WebJMS	vue-chartjs	3.5.1	MIT
WebJMS	vue-cleave-component	2.1.3	MIT
WebJMS	vue-grid-layout	2.4.0	MIT
WebJMS	vue-observe-visibility	0.4.6	MIT
WebJMS	vue-resize	0.4.5	MIT

Repo	Reference	Version	License Type
WebJMS	vue-router	3.6.5	MIT
WebJMS	vue-server-renderer	2.7.16	MIT
WebJMS	vue-smart-widget	0.5.5	MIT
WebJMS	vue-virtual-scroller	1.1.2	MIT
WebJMS	vuex	3.6.2	MIT
WebJMS	vuex-router-sync	5.0.0	MIT
WebJMS	w3c-hr-time	1.0.2	MIT
WebJMS	w3c-xmlserializer	3.0.0	MIT
WebJMS	wcwidth	1.0.1	MIT
WebJMS	webidl-conversions	7.0.0	BSD-2-Clause
WebJMS	webidl-conversions	3.0.1	BSD-2-Clause
WebJMS	whatwg-encoding	2.0.0	MIT
WebJMS	whatwg-mimetype	3.0.0	MIT
WebJMS	whatwg-url	10.0.0	MIT
WebJMS	whatwg-url	5.0.0	MIT
WebJMS	whatwg-url	11.0.0	MIT
WebJMS	which	2.0.2	ISC
WebJMS	which	1.3.1	ISC
WebJMS	which-module	2.0.1	ISC
WebJMS	wide-align	1.1.3	ISC
WebJMS	workerpool	6.1.0	Apache-2.0
WebJMS	wrap-ansi	7.0.0	MIT
WebJMS	wrap-ansi	5.1.0	MIT
WebJMS	wrappy	1.0.2	ISC
WebJMS	ws	6.2.2	MIT
WebJMS	ws	8.16.0	MIT
WebJMS	xmlchars	2.2.0	MIT
WebJMS	xml-name-validator	4.0.0	Apache-2.0
WebJMS	y18n	5.0.8	ISC
WebJMS	y18n	4.0.3	ISC
WebJMS	yallist	4.0.0	ISC
WebJMS	yargs	16.2.0	MIT
WebJMS	yargs	14.0.0	MIT
WebJMS	yargs-parser	20.2.4	ISC
WebJMS	yargs-parser	20.2.9	ISC
WebJMS	yargs-parser	13.1.2	ISC
WebJMS	yargs-unparser	2.0.0	MIT
WebJMS	yocto-queue	0.1.0	MIT
WebRMS	ActionMailer	0.7.4	
WebRMS	AddressParser	1.0.3	GPL-2.0
WebRMS	Anthr	3.5.0.2	BSD
WebRMS	AutoMapper	8.1.1	MIT

Repo	Reference	Version	License Type
WebRMS	axios.TypeScript.DefinitelyTyped	0.7.7	MIT
WebRMS	Azure.Core	1.37.0	MIT
WebRMS	Azure.Identity	1.10.4	MIT
WebRMS	Azure.Security.KeyVault.Secrets	4.5.0	MIT
WebRMS	Azure.Storage.Blobs	12.19.1	MIT
WebRMS	Azure.Storage.Common	12.18.1	MIT
WebRMS	bootstrap	3.3.7	MIT
WebRMS	Bootstrap.Datepicker	1.7.1	Apache-2.0
WebRMS	bootstrap.less	3.3.7	MIT
WebRMS	Bootstrap.v3.Datetimepicker	4.17.45	MIT
WebRMS	Bootstrap.v3.Datetimepicker.CSS	4.17.45	MIT
WebRMS	CommonServiceLocator	1.0	MS-PL
WebRMS	Dapper	2.1.28	Apache-2.0
WebRMS	DelegateCompiler	0.23.0	MIT
WebRMS	DelegateCompiler.EntityFramework	0.23.0	MIT
WebRMS	DocumentFormat.OpenXml	3.0.1	MIT
WebRMS	DotNetZip	1.13.4	MS-PL, BSD-3-Clause, zLib, Apache-2, MIT
WebRMS	EntityFramework	6.4.4	Apache-2.0
WebRMS	EntityFramework	6.0.0	
WebRMS	EPPlus	5.2.0	Polyform Noncommercial License 1.0.0
WebRMS	FontAwesome	4.7.0	Commercial License
WebRMS	GeoIP	1.0.1	
WebRMS	IdParser	4.1.2	MIT
WebRMS	iTextSharp	5.5.13	Commercial License
WebRMS	jQuery	3.3.1	MIT
WebRMS	jquery.datatables	1.10.15	MIT
WebRMS	jQuery.UI.Combined	1.12.1	MIT
WebRMS	jQuery.Validation	1.15.1	MIT
WebRMS	JsonDiffPatch.Net	2.3.0	MIT
WebRMS	Microsoft.ApplicationInsights	2.20.0	MIT
WebRMS	Microsoft.ApplicationInsights.Agent.Intercept	2.4.0	
WebRMS	Microsoft.ApplicationInsights.DependencyCollector	2.22.0	MIT
WebRMS	Microsoft.ApplicationInsights.JavaScript	0.22.9-build00167	
WebRMS	Microsoft.ApplicationInsights.PerfCounterCollector	2.22.0	MIT
WebRMS	Microsoft.ApplicationInsights.Web	2.18.0	MIT
WebRMS	Microsoft.ApplicationInsights.WindowsServer	2.22.0	MIT
WebRMS	Microsoft.ApplicationInsights.WindowsServer.TelemetryChannel	2.22.0	MIT
WebRMS	Microsoft.AspNet.Identity.Core	2.2.1	MS-EULA
WebRMS	Microsoft.AspNet.Identity.EntityFramework	2.2.1	MS-EULA
WebRMS	Microsoft.AspNet.Identity.Owin	2.2.1	MS-EULA
WebRMS	Microsoft.AspNet.Mvc	5.2.3	MS-EULA
WebRMS	Microsoft.AspNet.Mvc	5.2.3	MS-EULA

Repo	Reference	Version	License Type
WebRMS	Microsoft.AspNet.Razor	3.2.3	MS-EULA
WebRMS	Microsoft.AspNet.Razor	3.2.3	MS-EULA
WebRMS	Microsoft.AspNet.TelemetryCorrelation	1.0.8	Apache-2.0
WebRMS	Microsoft.AspNet.Web.Optimization	1.1.3	
WebRMS	Microsoft.AspNet.WebApi.Client	5.2.6	MS-EULA
WebRMS	Microsoft.AspNet.WebPages	3.2.3	MS-EULA
WebRMS	Microsoft.AspNet.WebPages	3.2.3	MS-EULA
WebRMS	Microsoft.Bcl.AsyncInterfaces	7.0.0	MIT
WebRMS	Microsoft.Bcl.HashCode	1.0.0	MIT
WebRMS	Microsoft.CodeDom.Providers.DotNetCompilerPlatform	1.0.2	MS-EULA
WebRMS	Microsoft.CSharp	4.3.0	MS-EULA
WebRMS	Microsoft.Extensions.DependencyInjection	7.0.0	MIT
WebRMS	Microsoft.Extensions.DependencyInjection.Abstractions	7.0.0	MIT
WebRMS	Microsoft.Extensions.Http	7.0.0	MIT
WebRMS	Microsoft.Extensions.Logging	7.0.0	MIT
WebRMS	Microsoft.Extensions.Logging.Abstractions	7.0.0	MIT
WebRMS	Microsoft.Extensions.Options	7.0.0	MIT
WebRMS	Microsoft.Extensions.Primitives	7.0.0	MIT
WebRMS	Microsoft.Identity.Client	4.56.0	MIT
WebRMS	Microsoft.Identity.Client.Extensions.Msal	4.56.0	MIT
WebRMS	Microsoft.IdentityModel.Abstractions	6.22.0	MIT
WebRMS	Microsoft.jQuery.Unobtrusive.Validation	3.2.3	MS-EULA
WebRMS	Microsoft.Net.Compilers	1.3.2	MS-EULA-Non-Redistributable
WebRMS	Microsoft.Owin	3.0.1	MS-EULA
WebRMS	Microsoft.Owin.Host.SystemWeb	3.0.1	MS-EULA
WebRMS	Microsoft.Owin.Security	3.0.1	MS-EULA
WebRMS	Microsoft.Owin.Security.Cookies	3.0.1	MS-EULA
WebRMS	Microsoft.Owin.Security.Facebook	3.0.1	MS-EULA
WebRMS	Microsoft.Owin.Security.Google	3.0.1	MS-EULA
WebRMS	Microsoft.Owin.Security.MicrosoftAccount	3.0.1	MS-EULA
WebRMS	Microsoft.Owin.Security.OAuth	3.0.1	MS-EULA
WebRMS	Microsoft.Owin.Security.Twitter	3.0.1	MS-EULA
WebRMS	Microsoft.Web.Infrastructure	1.0.0.0	MS-EULA
WebRMS	Modernizr	2.8.3	
WebRMS	Moment.js	2.9.0	
WebRMS	Mono.Reflection	1.1.0.0	MIT
WebRMS	Newtonsoft.Json	13.0.3	MIT
WebRMS	Node.js	0.12.7	
WebRMS	NoGit	0.1.0	MIT
WebRMS	Oracle.ManagedDataAccess	19.11.0	
WebRMS	Oracle.ManagedDataAccess.EntityFramework	19.7.0	
WebRMS	Owin	1	Apache-2.0

Repo	Reference	Version	License Type
WebRMS	PagedList	1.17.0.0	MIT
WebRMS	PagedList.Mvc	4.5.0.0	MIT
WebRMS	recaptcha	1.0.5.0	MIT
WebRMS	RecaptchaNet	2.1.0	Apache-2.0
WebRMS	Respond	1.4.2	MIT
WebRMS	System.Buffers	4.5.1	MIT
WebRMS	System.Diagnostics.DiagnosticSource	7.0.2	MIT
WebRMS	System.IO	4.3.0	MS-EULA
WebRMS	System.IO.FileSystem.AccessControl	5.0.0	MIT
WebRMS	System.IO.Hashing	6.0.0	MIT
WebRMS	System.Memory	4.5.5	MIT
WebRMS	System.Memory.Data	1.0.2	MIT
WebRMS	System.Net.Http	4.3.4	MS-EULA
WebRMS	System.Numerics.Vectors	4.5.0	MIT
WebRMS	System.Runtime	4.3.0	MS-EULA
WebRMS	System.Runtime.CompilerServices.Unsafe	6.0.0	MIT
WebRMS	System.Runtime.InteropServices.RuntimeInformation	4.3.0	MS-EULA
WebRMS	System.Security.AccessControl	5.0.0	MIT
WebRMS	System.Security.Cryptography.Algorithms	4.3.0	MS-EULA
WebRMS	System.Security.Cryptography.Encoding	4.3.0	MS-EULA
WebRMS	System.Security.Cryptography.Primitives	4.3.0	MS-EULA
WebRMS	System.Security.Cryptography.ProtectedData	4.7.0	MIT
WebRMS	System.Security.Cryptography.X509Certificates	4.3.0	MS-EULA
WebRMS	System.Security.Principal.Windows	5.0.0	MIT
WebRMS	System.Text.Encoding.Web	4.7.2	MIT
WebRMS	System.Text.Json	4.7.2	MIT
WebRMS	System.Threading.Tasks.Extensions	4.5.4	MIT
WebRMS	System.ValueTuple	4.5.0	MIT
WebRMS	UAParser	3.1.47	Apache-2.0
WebRMS	Unity	2.1.505.0	MS-PL
WebRMS	Unity.Mvc3	1.2	
WebRMS	WebGrease	1.6.0	
WebRMS	@babel/parser	7.24.1	MIT
WebRMS	@ckeditor/ckeditor5-build-classic	24.0.0	GPL-2.0-or-later
WebRMS	@ckeditor/ckeditor5-vue2	1.0.5	GPL-2.0-or-later
WebRMS	@vue/compiler-sfc	2.7.16	MIT
WebRMS	accepts	1.3.8	MIT
WebRMS	array-flatten	1.1.1	MIT
WebRMS	axios	0.16.2	MIT
WebRMS	body-parser	1.20.2	MIT
WebRMS	bytes	3.1.2	MIT
WebRMS	call-bind	1.0.7	MIT

Repo	Reference	Version	License Type
WebRMS	content-disposition	0.5.4	MIT
WebRMS	content-type	1.0.5	MIT
WebRMS	cookie	0.6.0	MIT
WebRMS	cookie-signature	1.0.6	MIT
WebRMS	csstype	3.1.3	MIT
WebRMS	debug	2.6.9	MIT
WebRMS	define-data-property	1.1.4	MIT
WebRMS	de-indent	1.0.2	MIT
WebRMS	depd	2.0.0	MIT
WebRMS	destroy	1.2.0	MIT
WebRMS	ee-first	1.1.1	MIT
WebRMS	encodeurl	1.0.2	MIT
WebRMS	escape-html	1.0.3	MIT
WebRMS	es-define-property	1.0.0	MIT
WebRMS	es-errors	1.3.0	MIT
WebRMS	etag	1.8.1	MIT
WebRMS	express	4.19.2	MIT
WebRMS	finalhandler	1.2.0	MIT
WebRMS	follow-redirects	1.15.6	MIT
WebRMS	forwarded	0.2.0	MIT
WebRMS	fresh	0.5.2	MIT
WebRMS	function-bind	1.1.2	MIT
WebRMS	get-intrinsic	1.2.4	MIT
WebRMS	gopd	1.0.1	MIT
WebRMS	hasown	2.0.2	MIT
WebRMS	has-property-descriptors	1.0.2	MIT
WebRMS	has-proto	1.0.3	MIT
WebRMS	has-symbols	1.0.3	MIT
WebRMS	he	1.2.0	MIT
WebRMS	http-errors	2.0.0	MIT
WebRMS	iconv-lite	0.4.24	MIT
WebRMS	inherits	2.0.4	ISC
WebRMS	ipaddr.js	1.9.1	MIT
WebRMS	is-buffer	1.1.6	MIT
WebRMS	lodash	4.17.21	MIT
WebRMS	media-type	0.3.0	MIT
WebRMS	merge-descriptors	1.0.1	MIT
WebRMS	methods	1.1.2	MIT
WebRMS	mime	1.6.0	MIT
WebRMS	mime-db	1.52.0	MIT
WebRMS	mime-types	2.1.35	MIT
WebRMS	ms	2.0.0	MIT

Repo	Reference	Version	License Type
WebRMS	ms	2.1.3	MIT
WebRMS	nanoid	3.3.7	MIT
WebRMS	negotiator	0.6.3	MIT
WebRMS	object-inspect	1.13.1	MIT
WebRMS	on-finished	2.4.1	MIT
WebRMS	parseurl	1.3.3	MIT
WebRMS	path-to-regexp	0.1.7	MIT
WebRMS	picocolors	1.0.0	ISC
WebRMS	postcss	8.4.38	MIT
WebRMS	prettier	2.8.8	MIT
WebRMS	proxy-addr	2.0.7	MIT
WebRMS	qs	6.11.0	BSD-3-Clause
WebRMS	range-parser	1.2.1	MIT
WebRMS	raw-body	2.5.2	MIT
WebRMS	resize-observer-polyfill	1.5.1	MIT
WebRMS	safe-buffer	5.2.1	MIT
WebRMS	safer-buffer	2.1.2	MIT
WebRMS	send	0.18.0	MIT
WebRMS	serve-static	1.15.0	MIT
WebRMS	set-function-length	1.2.2	MIT
WebRMS	setprototypeof	1.2.0	ISC
WebRMS	side-channel	1.0.6	MIT
WebRMS	source-map	0.6.1	BSD-3-Clause
WebRMS	source-map-js	1.2.0	BSD-3-Clause
WebRMS	statuses	2.0.1	MIT
WebRMS	toidentifier	1.0.1	MIT
WebRMS	type-is	1.6.18	MIT
WebRMS	unpipe	1.0.0	MIT
WebRMS	utils-merge	1.0.1	MIT
WebRMS	vary	1.1.2	MIT
WebRMS	vue	2.7.16	MIT
WebRMS	vue-easytable	2.27.1	MIT
WebRMS	vue-multiselect	1.1.5	MIT
WebRMS	vue-search-select	2.9.6	MIT
WebRMS	vue-template-compiler	2.7.16	MIT

Kologik ALEN Applications Open Source Use

Repo	Reference	Version	License Type
ALEN-IDENTITY	AspNetCore.HealthChecks.AzureKeyVault	5.0.3	Apache-2.0
ALEN-IDENTITY	AspNetCore.HealthChecks.AzureStorage	5.0.1	Apache-2.0
ALEN-IDENTITY	AspNetCore.HealthChecks.Redis	5.0.2	Apache-2.0
ALEN-IDENTITY	AspNetCore.HealthChecks.UI.Client	7.1.0	Apache-2.0

Repo	Reference	Version	License Type
ALEN-IDENTITY	AWSSDK.SimpleEmail	3.7.0.95	Apache-2.0
ALEN-IDENTITY	AWSSDK.SimpleNotificationService	3.7.2.66	Apache-2.0
ALEN-IDENTITY	Azure.Extensions.AspNetCore.Configuration.Secrets	1.3.0	MIT
ALEN-IDENTITY	Azure.Extensions.AspNetCore.DataProtection.Blobs	1.3.2	MIT
ALEN-IDENTITY	Azure.Extensions.AspNetCore.DataProtection.Keys	1.2.2	MIT
ALEN-IDENTITY	Azure.Identity	1.10.4	MIT
ALEN-IDENTITY	Azure.Security.KeyVault.Keys	4.2.0	MIT
ALEN-IDENTITY	BuildBundlerMinifier	3.2.449	Apache-2.0
ALEN-IDENTITY	IdentityServer4.AccessTokenValidation	3.0.1	Apache-2.0
ALEN-IDENTITY	IdentityServer4.AspNetIdentity	4.1.2	Apache-2.0
ALEN-IDENTITY	IdentityServer4.EntityFramework	4.1.2	Apache-2.0
ALEN-IDENTITY	JsonSubTypes	1.2.0	MIT
ALEN-IDENTITY	JsonSubTypes	1.2.0	MIT
ALEN-IDENTITY	Microsoft.AspNetCore.Diagnostics.EntityFrameworkCore	6.0.0	MIT
ALEN-IDENTITY	Microsoft.AspNetCore.Identity.EntityFrameworkCore	6.0.0	MIT
ALEN-IDENTITY	Microsoft.AspNetCore.Identity.UI	6.0.0	MIT
ALEN-IDENTITY	Microsoft.AspNetCore.Mvc.NewtonsoftJson	7.0.13	MIT
ALEN-IDENTITY	Microsoft.AspNetCore.Mvc.Razor.RuntimeCompilation	6.0.0	MIT
ALEN-IDENTITY	Microsoft.EntityFrameworkCore.SqlServer	6.0.0	MIT
ALEN-IDENTITY	Microsoft.EntityFrameworkCore.Tools	6.0.0	MIT
ALEN-IDENTITY	Microsoft.Extensions.Caching.StackExchangeRedis	6.0.0	MIT
ALEN-IDENTITY	Microsoft.Extensions.Diagnostics.HealthChecks.EntityFrameworkCore	6.0.0	MIT
ALEN-IDENTITY	Microsoft.VisualStudio.Azure.Containers.Tools.Targets	1.19.5	EULA.md
ALEN-IDENTITY	Microsoft.VisualStudio.Web.CodeGeneration.Design	6.0.0	Apache-2.0
ALEN-IDENTITY	Newtonsoft.Json	10.0.3	MIT
ALEN-IDENTITY	Newtonsoft.Json	10.0.3	MIT
ALEN-IDENTITY	Npgsql.EntityFrameworkCore.PostgreSQL	6.0.0	PostgreSQL
ALEN-IDENTITY	NUnit	2.6.4	Nunit License
ALEN-IDENTITY	OpenTelemetry.Extensions.Hosting	1.6.0	Apache-2.0
ALEN-IDENTITY	OpenTelemetry.Instrumentation.AspNetCore	1.5.1-beta.1	Apache-2.0
ALEN-IDENTITY	OpenTelemetry.Instrumentation.Http	1.5.1-beta.1	Apache-2.0
ALEN-IDENTITY	RestSharp	105.1.0	Apache-2.0
ALEN-IDENTITY	Serilog	2.10.0	Apache-2.0
ALEN-IDENTITY	Serilog.AspNetCore	7.0.0	Apache-2.0
ALEN-IDENTITY	Serilog.Enrichers.Environment	2.3.0	Apache-2.0
ALEN-IDENTITY	Serilog.Enrichers.Span	3.1.0+build.538	MIT
ALEN-IDENTITY	Serilog.Exceptions	8.4.0+build.694	MIT
ALEN-IDENTITY	Serilog.Extensions.Logging	7.0.0	Apache-2.0
ALEN-IDENTITY	Serilog.Settings.Configuration	7.0.1	Apache-2.0
ALEN-IDENTITY	Serilog.Sinks.Console	4.0.1	Apache-2.0
ALEN-IDENTITY	Serilog.Sinks.File	5.0.0	Apache-2.0

Repo	Reference	Version	License Type
ALEN-IDENTITY	Serilog.Sinks.Seq	6.0.0	Apache-2.0
ALEN-IDENTITY	Swashbuckle.AspNetCore	6.5.0	MIT
ALEN-IDENTITY	System.Data.SqlClient	4.8.3	MIT
SIMS-ADMIN	Antlr	3.5.0.2	BSD
SIMS-ADMIN	AspNetCore.HealthChecks.AzureKeyVault	6.0.3	Apache-2.0
SIMS-ADMIN	AspNetCore.HealthChecks.AzureStorage	6.1.2	Apache-2.0
SIMS-ADMIN	AspNetCore.HealthChecks.OpenIdConnectServer	6.0.2	Apache-2.0
SIMS-ADMIN	AspNetCore.HealthChecks.Redis	6.0.4	Apache-2.0
SIMS-ADMIN	AspNetCore.HealthChecks.UI.Client	6.0.5	Apache-2.0
SIMS-ADMIN	AspNetCore.HealthChecks.Uris	6.0.3	Apache-2.0
SIMS-ADMIN	AutoMapper	12.0.1	MIT
SIMS-ADMIN	AutoMapper.Extensions.ExpressionMapping	6.0.3	MIT
SIMS-ADMIN	AutoMapper.Extensions.Microsoft.DependencyInjection	12.0.0	MIT
SIMS-ADMIN	Azure.Extensions.AspNetCore.DataProtection.Blobs	1.3.0	MIT
SIMS-ADMIN	Azure.Extensions.AspNetCore.DataProtection.Keys	1.2.0	MIT
SIMS-ADMIN	Azure.Identity	1.8.2	MIT
SIMS-ADMIN	Azure.Identity	1.8.2	MIT
SIMS-ADMIN	Azure.Storage.Blobs	12.15.0	MIT
SIMS-ADMIN	Azure.Storage.Common	12.14.0	MIT
SIMS-ADMIN	bootstrap	3.3.7	MIT
SIMS-ADMIN	BracketPipe	0.7.7232.28997	MIT
SIMS-ADMIN	Dapper	2.0.123	Apache-2.0
SIMS-ADMIN	Dapper	2.0.123	Apache-2.0
SIMS-ADMIN	DocumentFormat.OpenXml	2.19.0	MIT
SIMS-ADMIN	EFCore.NamingConventions	7.0.2	Apache-2.0
SIMS-ADMIN	EntityFramework	6.4.4	Apache-2.0
SIMS-ADMIN	FluentValidation	11.5.1	Apache-2.0
SIMS-ADMIN	FluentValidation.AspNetCore	11.2.2	Apache-2.0
SIMS-ADMIN	HtmlAgilityPack	1.11.46	MIT
SIMS-ADMIN	IdentityModel	6.0.0	Apache-2.0
SIMS-ADMIN	IdentityModel.AspNetCore.OAuth2Introspection	6.1.0	Apache-2.0
SIMS-ADMIN	iTextSharp.LGPLv2.Core	3.3.2	LGPL-2.0
SIMS-ADMIN	jQuery	3.3.1	MIT
SIMS-ADMIN	jQuery.Validation	1.15.1	MIT
SIMS-ADMIN	Kendo.DynamicLinqCore	3.1.1	Commercial License
SIMS-ADMIN	LumenWorksCsvReader	4.0.0	MIT
SIMS-ADMIN	Magick.NET-Q8-AnyCPU	12.3.0	Apache-2.0
SIMS-ADMIN	MassTransit	8.0.13	Apache-2.0
SIMS-ADMIN	MassTransit.Azure.ServiceBus.Core	8.0.13	Apache-2.0
SIMS-ADMIN	MassTransit.Newtonsoft	8.0.13	Apache-2.0
SIMS-ADMIN	MassTransit.RabbitMQ	8.0.13	Apache-2.0

Repo	Reference	Version	License Type
SIMS-ADMIN	MediatR	12.0.1	Apache-2.0
SIMS-ADMIN	MediatR.Contracts	2.0.1	Apache-2.0
SIMS-ADMIN	Microsoft.ApplicationInsights.AspNetCore	2.21.0	MIT
SIMS-ADMIN	Microsoft.AspNet.Mvc	5.2.3	MS-EULA
SIMS-ADMIN	Microsoft.AspNet.Razor	3.2.3	MS-EULA
SIMS-ADMIN	Microsoft.AspNet.Web.Optimization	1.1.3	
SIMS-ADMIN	Microsoft.AspNet.WebPages	3.2.3	MS-EULA
SIMS-ADMIN	Microsoft.AspNetCore.Authentication.JwtBearer	6.0.14	MIT
SIMS-ADMIN	Microsoft.AspNetCore.Authentication.OpenIdConnect	6.0.14	MIT
SIMS-ADMIN	Microsoft.AspNetCore.Diagnostics.EntityFrameworkCore	6.0.14	MIT
SIMS-ADMIN	Microsoft.AspNetCore.Mvc.Razor.RuntimeCompilation	6.0.14	MIT
SIMS-ADMIN	Microsoft.AspNetCore.OData	8.0.12	MIT
SIMS-ADMIN	Microsoft.AspNetCore.SignalR.Protocols.NewtonsoftJson	6.0.14	MIT
SIMS-ADMIN	Microsoft.AspNetCore.SignalR.StackExchangeRedis	6.0.14	MIT
SIMS-ADMIN	Microsoft.Azure.SignalR	1.21.2	MIT
SIMS-ADMIN	Microsoft.Bcl.AsyncInterfaces	7.0.0	MIT
SIMS-ADMIN	Microsoft.CodeAnalysis	4.0.0	MIT
SIMS-ADMIN	Microsoft.Data.Services.Client	5.8.5	
SIMS-ADMIN	Microsoft.EntityFrameworkCore	7.0.3	MIT
SIMS-ADMIN	Microsoft.EntityFrameworkCore.Design	7.0.3	MIT
SIMS-ADMIN	Microsoft.EntityFrameworkCore.SqlServer	7.0.3	MIT
SIMS-ADMIN	Microsoft.EntityFrameworkCore.SqlServer.NetTopologySuite	7.0.3	MIT
SIMS-ADMIN	Microsoft.EntityFrameworkCore.Tools	7.0.3	MIT
SIMS-ADMIN	Microsoft.Extensions.ApiDescription.Client	6.0.14	MIT
SIMS-ADMIN	Microsoft.Extensions.Caching.SqlServer	6.0.14	MIT
SIMS-ADMIN	Microsoft.Extensions.Configuration	3.1.18	Apache-2.0
SIMS-ADMIN	Microsoft.Extensions.Configuration	7.0.0	MIT
SIMS-ADMIN	Microsoft.Extensions.Configuration.Abstractions	7.0.0	MIT
SIMS-ADMIN	Microsoft.Extensions.Configuration.Binder	7.0.3	MIT
SIMS-ADMIN	Microsoft.Extensions.Configuration.CommandLine	5.0.0	MIT
SIMS-ADMIN	Microsoft.Extensions.Configuration.EnvironmentVariables	5.0.0	MIT
SIMS-ADMIN	Microsoft.Extensions.Configuration.FileExtensions	7.0.0	MIT
SIMS-ADMIN	Microsoft.Extensions.Configuration.Json	5.0.0	MIT
SIMS-ADMIN	Microsoft.Extensions.Configuration.Json	6.0.0	MIT
SIMS-ADMIN	Microsoft.Extensions.DependencyInjection	7.0.0	MIT
SIMS-ADMIN	Microsoft.Extensions.DependencyInjection	3.1.18	Apache-2.0
SIMS-ADMIN	Microsoft.Extensions.DependencyInjection	7.0.0	MIT
SIMS-ADMIN	Microsoft.Extensions.DependencyInjection.Abstractions	7.0.0	MIT
SIMS-ADMIN	Microsoft.Extensions.Diagnostics.HealthChecks	6.0.14	MIT
SIMS-ADMIN	Microsoft.Extensions.Diagnostics.HealthChecks.EntityFrameworkCore	6.0.14	MIT
SIMS-ADMIN	Microsoft.Extensions.FileProviders.Abstractions	7.0.0	MIT

Repo	Reference	Version	License Type
SIMS-ADMIN	Microsoft.Extensions.FileProviders.Physical	7.0.0	MIT
SIMS-ADMIN	Microsoft.Extensions.FileSystemGlobbing	7.0.0	MIT
SIMS-ADMIN	Microsoft.Extensions.Hosting	5.0.0	MIT
SIMS-ADMIN	Microsoft.Extensions.Logging	3.1.18	Apache-2.0
SIMS-ADMIN	Microsoft.Extensions.Logging	7.0.0	MIT
SIMS-ADMIN	Microsoft.Extensions.Logging.Abstractions	7.0.0	MIT
SIMS-ADMIN	Microsoft.Extensions.Options	3.1.11	Apache-2.0
SIMS-ADMIN	Microsoft.Extensions.Options.ConfigurationExtensions	3.1.32	Apache-2.0
SIMS-ADMIN	Microsoft.Extensions.Primitives	7.0.0	MIT
SIMS-ADMIN	Microsoft.jQuery.Unobtrusive.Validation	3.2.3	MS-EULA
SIMS-ADMIN	Microsoft.VisualBasic	10.3.0	MIT
SIMS-ADMIN	Microsoft.VisualStudio.Azure.Containers.Tools.Targets	1.18.1	EULA.md
SIMS-ADMIN	Microsoft.VisualStudio.Web.CodeGeneration.Design	6.0.12	Apache-2.0
SIMS-ADMIN	Microsoft.Web.Infrastructure	1.0.0.0	MS-EULA
SIMS-ADMIN	Modernizr	2.8.3	
SIMS-ADMIN	NetTopologySuite	2.5.0	BSD-3-Clause
SIMS-ADMIN	Newtonsoft.Json	13.0.2	MIT
SIMS-ADMIN	Newtonsoft.Json	13.0.1	MIT
SIMS-ADMIN	Newtonsoft.Json	6.0.4	MIT
SIMS-ADMIN	Npgsql.EntityFrameworkCore.PostgreSQL	7.0.3	PostgreSQL
SIMS-ADMIN	NSwag.ApiDescription.Client	13.18.2	MIT
SIMS-ADMIN	OpenTelemetry.Extensions.Hosting	1.4.0	Apache-2.0
SIMS-ADMIN	OpenTelemetry.Instrumentation.AspNetCore	1.0.0-rc9.13	Apache-2.0
SIMS-ADMIN	OpenTelemetry.Instrumentation.Http	1.0.0-rc9.13	Apache-2.0
SIMS-ADMIN	OpenTelemetry.Instrumentation.SqlClient	1.0.0-rc9.13	Apache-2.0
SIMS-ADMIN	Refit	6.3.2	MIT
SIMS-ADMIN	Refit.HttpClientFactory	6.3.2	MIT
SIMS-ADMIN	Refit.Newtonsoft.Json	6.3.2	MIT
SIMS-ADMIN	Respond	1.4.2	MIT
SIMS-ADMIN	RestSharp	108.0.4	Apache-2.0
SIMS-ADMIN	RtfPipe	2.0.7677.4303	MIT
SIMS-ADMIN	Scrutor	4.2.1	MIT
SIMS-ADMIN	Serilog	2.12.0	Apache-2.0
SIMS-ADMIN	Serilog	2.9.0	Apache-2.0
SIMS-ADMIN	Serilog.AspNetCore	6.1.0	Apache-2.0
SIMS-ADMIN	Serilog.Enrichers.Environment	2.2.0	Apache-2.0
SIMS-ADMIN	Serilog.Enrichers.Span	3.1.0+build.538	MIT
SIMS-ADMIN	Serilog.Exceptions	7.1.0+build.402	MIT
SIMS-ADMIN	Serilog.Exceptions	8.4.0+build.694	MIT
SIMS-ADMIN	Serilog.Exceptions.EntityFrameworkCore	8.4.0+build.694	MIT
SIMS-ADMIN	Serilog.Exceptions.SqlServer	8.4.0+build.694	MIT

Repo	Reference	Version	License Type
SIMS-ADMIN	Serilog.Extensions.Hosting	4.1.2	Apache-2.0
SIMS-ADMIN	Serilog.Extensions.Logging	3.0.1	Apache-2.0
SIMS-ADMIN	Serilog.Extensions.Logging	3.1.0	Apache-2.0
SIMS-ADMIN	Serilog.Settings.Configuration	3.2.0	Apache-2.0
SIMS-ADMIN	Serilog.Settings.Configuration	3.4.0	Apache-2.0
SIMS-ADMIN	Serilog.Sinks.Console	3.1.1	Apache-2.0
SIMS-ADMIN	Serilog.Sinks.Console	4.1.0	Apache-2.0
SIMS-ADMIN	Serilog.Sinks.File	4.1.0	Apache-2.0
SIMS-ADMIN	Serilog.Sinks.File	5.0.0	Apache-2.0
SIMS-ADMIN	Serilog.Sinks.Seq	5.0.1	Apache-2.0
SIMS-ADMIN	Serilog.Sinks.Seq	5.2.2	Apache-2.0
SIMS-ADMIN	SQLitePCLRaw.bundle_green	2.1.4	Apache-2.0
SIMS-ADMIN	SQLitePCLRaw.core	2.1.4	Apache-2.0
SIMS-ADMIN	SQLitePCLRaw.lib.e_sqlite3	2.1.4	Apache-2.0
SIMS-ADMIN	SQLitePCLRaw.provider.dynamic_cdecl	2.1.4	Apache-2.0
SIMS-ADMIN	System.Buffers	4.5.1	MIT
SIMS-ADMIN	System.ComponentModel.Annotations	5.0.0	MIT
SIMS-ADMIN	System.Configuration.ConfigurationManager	6.0.1	MIT
SIMS-ADMIN	System.Data.Common	4.3.0	MS-EULA
SIMS-ADMIN	System.Data.SqlClient	4.8.5	MIT
SIMS-ADMIN	System.Drawing.Common	6.0.0	MIT
SIMS-ADMIN	System.Drawing.Common	6.0.0	MIT
SIMS-ADMIN	System.IO	4.3.0	MS-EULA
SIMS-ADMIN	System.IO.FileSystem.Primitives	4.3.0	MS-EULA
SIMS-ADMIN	System.IO.Packaging	8.0.0	MIT
SIMS-ADMIN	System.Memory	4.5.5	MIT
SIMS-ADMIN	System.Numerics.Vectors	4.5.0	MIT
SIMS-ADMIN	System.Reflection.Emit	4.7.0	MIT
SIMS-ADMIN	System.Reflection.Emit.Lightweight	4.7.0	MIT
SIMS-ADMIN	System.Resources.Extensions	6.0.0	MIT
SIMS-ADMIN	System.Runtime	4.3.1	MS-EULA
SIMS-ADMIN	System.Runtime.CompilerServices.Unsafe	6.0.0	MIT
SIMS-ADMIN	System.Runtime.CompilerServices.Unsafe	6.0.0	MIT
SIMS-ADMIN	System.Runtime.InteropServices.RuntimeInformation	4.3.0	MS-EULA
SIMS-ADMIN	System.Runtime.Loader	4.3.0	MS-EULA
SIMS-ADMIN	System.Security.AccessControl	6.0.0	MIT
SIMS-ADMIN	System.Security.Cryptography.Algorithms	4.3.1	MS-EULA
SIMS-ADMIN	System.Security.Cryptography.Encoding	4.3.0	MS-EULA
SIMS-ADMIN	System.Security.Cryptography.Pkcs	7.0.3	MIT
SIMS-ADMIN	System.Security.Cryptography.Primitives	4.3.0	MS-EULA
SIMS-ADMIN	System.Security.Permissions	7.0.0	MIT

Repo	Reference	Version	License Type
SIMS-ADMIN	System.Security.Principal.Windows	5.0.0	MIT
SIMS-ADMIN	System.ServiceModel.Http	4.10.0	MIT
SIMS-ADMIN	System.ServiceModel.Primitives	4.10.0	MIT
SIMS-ADMIN	System.Text.Encoding.CodePages	7.0.0	MIT
SIMS-ADMIN	System.Text.Encodings.Web	7.0.0	MIT
SIMS-ADMIN	System.Text.Json	6.0.7	MIT
SIMS-ADMIN	System.Threading.AccessControl	7.0.1	MIT
SIMS-ADMIN	System.Threading.Tasks.Extensions	4.5.4	MIT
SIMS-ADMIN	System.Threading.Tasks.Extensions	4.5.4	MIT
SIMS-ADMIN	System.ValueTuple	4.5.0	MIT
SIMS-ADMIN	Telerik.Documents.Core	2022.3.906	Commercial License
SIMS-ADMIN	Telerik.Documents.Fixed	2022.3.906	Commercial License
SIMS-ADMIN	Telerik.Documents.ImageUtils	2022.3.906	Commercial License
SIMS-ADMIN	Telerik.Documents.Spreadsheet	2022.3.906	Commercial License
SIMS-ADMIN	Telerik.Documents.Spreadsheet.FormatProviders.OpenXml	2022.3.906	Commercial License
SIMS-ADMIN	Telerik.Documents.Spreadsheet.FormatProviders.Pdf	2022.3.906	Commercial License
SIMS-ADMIN	Telerik.Documents.SpreadsheetStreaming	2022.3.906	Commercial License
SIMS-ADMIN	Telerik.Reporting	17.0.23.118	Commercial License
SIMS-ADMIN	Telerik.Reporting.OpenXmlRendering	17.0.23.118	Commercial License
SIMS-ADMIN	Telerik.Reporting.Services.AspNetCore	17.0.23.118	Commercial License
SIMS-ADMIN	Telerik.Reporting.WebServiceDataSource	17.0.23.118	Commercial License
SIMS-ADMIN	Telerik.UI.for.AspNet.Core	2021.1.224	Commercial License
SIMS-ADMIN	Telerik.Windows.Documents.Fixed	2022.2.428	Commercial License
SIMS-ADMIN	Telerik.Windows.Documents.Flow	2022.2.428	Commercial License
SIMS-ADMIN	Telerik.Windows.Documents.Flow.FormatProviders.Pdf	2022.2.428	Commercial License
SIMS-ADMIN	Telerik.Zip	2022.3.906	Commercial License
SIMS-ADMIN	TimeZoneConverter	6.1.0	MIT
SIMS-ADMIN	Topshelf	4.2.1	Apache-2.0
SIMS-ADMIN	Topshelf.Serilog	4.2.1	Apache-2.0
SIMS-ADMIN	VueCliMiddleware	6.0.0	Apache-2.0
SIMS-ADMIN	WebGreas	1.6.0	
SIMS-ADMIN	@achrinza/node-ipc	9.2.8	MIT
SIMS-ADMIN	@aspnet/signalr	1.1.4	Apache-2.0
SIMS-ADMIN	@babel/code-frame	7.24.2	MIT
SIMS-ADMIN	@babel/helper-validator-identifier	7.22.20	MIT
SIMS-ADMIN	@babel/highlight	7.24.2	MIT
SIMS-ADMIN	@babel/parser	7.24.1	MIT
SIMS-ADMIN	@babel/runtime-corejs2	7.24.1	MIT
SIMS-ADMIN	@fortawesome/fontawesome-pro	5.15.4	Commercial License

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SIMS-ADMIN	@hapi/hoek	9.3.0	BSD-3-Clause
SIMS-ADMIN	@hapi/topo	5.1.0	BSD-3-Clause
SIMS-ADMIN	@interactjs/actions	1.10.2	MIT
SIMS-ADMIN	@interactjs/arrange	1.10.2	MIT
SIMS-ADMIN	@interactjs/auto-scroll	1.10.2	MIT
SIMS-ADMIN	@interactjs/auto-start	1.10.2	MIT
SIMS-ADMIN	@interactjs/clone	1.10.2	MIT
SIMS-ADMIN	@interactjs/core	1.10.2	MIT
SIMS-ADMIN	@interactjs/dev-tools	1.10.2	MIT
SIMS-ADMIN	@interactjs/feedback	1.10.2	MIT
SIMS-ADMIN	@interactjs/inertia	1.10.2	MIT
SIMS-ADMIN	@interactjs/interact	1.10.2	MIT
SIMS-ADMIN	@interactjs/interactjs	1.10.2	MIT
SIMS-ADMIN	@interactjs/modifiers	1.10.2	MIT
SIMS-ADMIN	@interactjs/multi-target	1.10.2	MIT
SIMS-ADMIN	@interactjs/offset	1.10.2	MIT
SIMS-ADMIN	@interactjs/pointer-events	1.10.2	MIT
SIMS-ADMIN	@interactjs/react	1.10.2	MIT
SIMS-ADMIN	@interactjs/reflow	1.10.2	MIT
SIMS-ADMIN	@interactjs/snappers	1.10.2	MIT
SIMS-ADMIN	@interactjs/types	1.10.2	MIT
SIMS-ADMIN	@interactjs/utils	1.10.2	MIT
SIMS-ADMIN	@interactjs/vue	1.10.2	MIT
SIMS-ADMIN	@node-ipc/js-queue	2.0.3	MIT
SIMS-ADMIN	@nodelib/fs.scandir	2.1.5	MIT
SIMS-ADMIN	@nodelib/fs.stat	2.0.5	MIT
SIMS-ADMIN	@nodelib/fs.walk	1.2.8	MIT
SIMS-ADMIN	@sideway/address	4.1.5	BSD-3-Clause
SIMS-ADMIN	@sideway/formula	3.0.1	BSD-3-Clause
SIMS-ADMIN	@sideway/pinpoint	2.0.0	BSD-3-Clause
SIMS-ADMIN	@tootallnate/once	2.0.0	MIT
SIMS-ADMIN	@types/chart.js	2.9.41	MIT
SIMS-ADMIN	@types/glob	7.2.0	MIT
SIMS-ADMIN	@types/minimatch	5.1.2	MIT
SIMS-ADMIN	@types/node	20.12.2	MIT
SIMS-ADMIN	@types/normalize-package-data	2.4.4	MIT
SIMS-ADMIN	@ungap/promise-all-settled	1.1.2	ISC
SIMS-ADMIN	@vue/cli-plugin-unit-mocha	5.0.8	MIT
SIMS-ADMIN	@vue/cli-shared-utils	5.0.8	MIT
SIMS-ADMIN	@vue/compiler-sfc	2.7.16	MIT
SIMS-ADMIN	abab	2.0.6	BSD-3-Clause

Repo	Reference	Version	License Type
SIMS-ADMIN	acorn	8.11.3	MIT
SIMS-ADMIN	acorn	7.4.1	MIT
SIMS-ADMIN	acorn-globals	6.0.0	MIT
SIMS-ADMIN	acorn-walk	7.2.0	MIT
SIMS-ADMIN	agent-base	6.0.2	MIT
SIMS-ADMIN	ajv	6.12.6	MIT
SIMS-ADMIN	ansi-colors	4.1.1	MIT
SIMS-ADMIN	ansi-regex	5.0.1	MIT
SIMS-ADMIN	ansi-regex	3.0.1	MIT
SIMS-ADMIN	ansi-regex	4.1.1	MIT
SIMS-ADMIN	ansi-styles	4.3.0	MIT
SIMS-ADMIN	ansi-styles	3.2.1	MIT
SIMS-ADMIN	anymatch	3.1.3	ISC
SIMS-ADMIN	argparse	2.0.1	Python-2.0
SIMS-ADMIN	array-union	2.1.0	MIT
SIMS-ADMIN	asn1	0.2.6	MIT
SIMS-ADMIN	assert-plus	1.0.0	MIT
SIMS-ADMIN	asynckit	0.4.0	MIT
SIMS-ADMIN	async-limiter	1.0.1	MIT
SIMS-ADMIN	aws4	1.12.0	MIT
SIMS-ADMIN	aws-sign2	0.7.0	Apache-2.0
SIMS-ADMIN	axios	0.21.4	MIT
SIMS-ADMIN	babel-polyfill	6.26.0	MIT
SIMS-ADMIN	babel-runtime	6.26.0	MIT
SIMS-ADMIN	balanced-match	1.0.2	MIT
SIMS-ADMIN	base64-js	1.5.1	MIT
SIMS-ADMIN	batch-processor	1.0.0	MIT
SIMS-ADMIN	bcrypt-pbkdf	1.0.2	BSD-3-Clause
SIMS-ADMIN	big.js	5.2.2	MIT
SIMS-ADMIN	binary-extensions	2.3.0	MIT
SIMS-ADMIN	bl	4.1.0	MIT
SIMS-ADMIN	brace-expansion	1.1.11	MIT
SIMS-ADMIN	braces	3.0.2	MIT
SIMS-ADMIN	browser-process-hrtime	1.0.0	BSD-2-Clause
SIMS-ADMIN	browser-stdout	1.3.1	ISC
SIMS-ADMIN	buffer	5.7.1	MIT
SIMS-ADMIN	buffer-from	1.1.2	MIT
SIMS-ADMIN	camelcase	6.3.0	MIT
SIMS-ADMIN	camelcase	5.3.1	MIT
SIMS-ADMIN	caseless	0.12.0	Apache-2.0
SIMS-ADMIN	chai-arrays	2.2.0	ISC

Repo	Reference	Version	License Type
SIMS-ADMIN	chalk	4.1.2	MIT
SIMS-ADMIN	chalk	2.4.2	MIT
SIMS-ADMIN	chart.js	2.9.4	MIT
SIMS-ADMIN	chartjs-color	2.4.1	MIT
SIMS-ADMIN	chartjs-color-string	0.6.0	MIT
SIMS-ADMIN	chokidar	3.5.1	MIT
SIMS-ADMIN	chokidar	3.6.0	MIT
SIMS-ADMIN	cleave.js	1.5.8	Apache-2.0
SIMS-ADMIN	cleave.js	1.6.0	Apache-2.0
SIMS-ADMIN	cli-cursor	3.1.0	MIT
SIMS-ADMIN	cli-spinners	2.9.2	MIT
SIMS-ADMIN	cliui	7.0.4	ISC
SIMS-ADMIN	cliui	5.0.0	ISC
SIMS-ADMIN	clone	1.0.4	MIT
SIMS-ADMIN	color-convert	2.0.1	MIT
SIMS-ADMIN	color-convert	1.9.3	MIT
SIMS-ADMIN	color-name	1.1.4	MIT
SIMS-ADMIN	color-name	1.1.3	MIT
SIMS-ADMIN	combined-stream	1.0.8	MIT
SIMS-ADMIN	concat-map	0.0.1	MIT
SIMS-ADMIN	core-js	2.6.12	MIT
SIMS-ADMIN	core-js	3.36.1	MIT
SIMS-ADMIN	core-util-is	1.0.2	MIT
SIMS-ADMIN	core-util-is	1.0.3	MIT
SIMS-ADMIN	cross-spawn	6.0.5	MIT
SIMS-ADMIN	cssom	0.5.0	MIT
SIMS-ADMIN	cssom	0.3.8	MIT
SIMS-ADMIN	cssstyle	2.3.0	MIT
SIMS-ADMIN	csstype	3.1.3	MIT
SIMS-ADMIN	dashdash	1.14.1	MIT
SIMS-ADMIN	data-urls	3.0.2	MIT
SIMS-ADMIN	debug	4.3.1	MIT
SIMS-ADMIN	debug	4.3.4	MIT
SIMS-ADMIN	decamelize	4.0.0	MIT
SIMS-ADMIN	decamelize	1.2.0	MIT
SIMS-ADMIN	decimal.js	10.4.3	MIT
SIMS-ADMIN	defaults	1.0.4	MIT
SIMS-ADMIN	define-lazy-prop	2.0.0	MIT
SIMS-ADMIN	delayed-stream	1.0.0	MIT
SIMS-ADMIN	diff	5.0.0	BSD-3-Clause
SIMS-ADMIN	dir-glob	3.0.1	MIT

Repo	Reference	Version	License Type
SIMS-ADMIN	domexception	4.0.0	MIT
SIMS-ADMIN	easy-stack	1.0.1	MIT
SIMS-ADMIN	ecc-jsbn	0.1.2	MIT
SIMS-ADMIN	element-resize-detector	1.2.4	MIT
SIMS-ADMIN	emoji-regex	8.0.0	MIT
SIMS-ADMIN	emoji-regex	7.0.3	MIT
SIMS-ADMIN	emojis-list	3.0.0	MIT
SIMS-ADMIN	end-of-stream	1.4.4	MIT
SIMS-ADMIN	errno	0.1.8	MIT
SIMS-ADMIN	error-ex	1.3.2	MIT
SIMS-ADMIN	escalade	3.1.2	MIT
SIMS-ADMIN	escape-string-regexp	4.0.0	MIT
SIMS-ADMIN	escape-string-regexp	1.0.5	MIT
SIMS-ADMIN	escodegen	2.1.0	BSD-2-Clause
SIMS-ADMIN	esprima	4.0.1	BSD-2-Clause
SIMS-ADMIN	estraverse	5.3.0	BSD-2-Clause
SIMS-ADMIN	esutils	2.0.3	BSD-2-Clause
SIMS-ADMIN	event-pubsub	4.3.0	Unlicense
SIMS-ADMIN	eventsourcing	1.1.2	MIT
SIMS-ADMIN	execa	1.0.0	MIT
SIMS-ADMIN	extend	3.0.2	MIT
SIMS-ADMIN	extsprintf	1.3.0	MIT
SIMS-ADMIN	extsprintf	1.4.1	MIT
SIMS-ADMIN	fast-deep-equal	3.1.3	MIT
SIMS-ADMIN	fast-glob	3.3.2	MIT
SIMS-ADMIN	fast-json-stable-stringify	2.1.0	MIT
SIMS-ADMIN	fastq	1.17.1	ISC
SIMS-ADMIN	fill-range	7.0.1	MIT
SIMS-ADMIN	find-up	5.0.0	MIT
SIMS-ADMIN	find-up	3.0.0	MIT
SIMS-ADMIN	flat	5.0.2	BSD-3-Clause
SIMS-ADMIN	follow-redirects	1.15.6	MIT
SIMS-ADMIN	forever-agent	0.6.1	Apache-2.0
SIMS-ADMIN	form-data	2.3.3	MIT
SIMS-ADMIN	form-data	4.0.0	MIT
SIMS-ADMIN	fs.realpath	1.0.0	ISC
SIMS-ADMIN	function-bind	1.1.2	MIT
SIMS-ADMIN	get-caller-file	2.0.5	ISC
SIMS-ADMIN	getpass	0.1.7	MIT
SIMS-ADMIN	get-stream	4.1.0	MIT
SIMS-ADMIN	glob	7.1.6	ISC

Repo	Reference	Version	License Type
SIMS-ADMIN	glob	7.2.3	ISC
SIMS-ADMIN	globby	10.0.2	MIT
SIMS-ADMIN	glob-parent	5.1.2	ISC
SIMS-ADMIN	growl	1.10.5	MIT
SIMS-ADMIN	har-schema	2.0.0	ISC
SIMS-ADMIN	har-validator	5.1.5	MIT
SIMS-ADMIN	has-flag	4.0.0	MIT
SIMS-ADMIN	has-flag	3.0.0	MIT
SIMS-ADMIN	hash-sum	2.0.0	MIT
SIMS-ADMIN	hasown	2.0.2	MIT
SIMS-ADMIN	he	1.2.0	MIT
SIMS-ADMIN	hosted-git-info	2.8.9	ISC
SIMS-ADMIN	html-encoding-sniffer	3.0.0	MIT
SIMS-ADMIN	http-proxy-agent	5.0.0	MIT
SIMS-ADMIN	http-signature	1.2.0	MIT
SIMS-ADMIN	https-proxy-agent	5.0.1	MIT
SIMS-ADMIN	iconv-lite	0.6.3	MIT
SIMS-ADMIN	ieee754	1.2.1	BSD-3-Clause
SIMS-ADMIN	ignore	5.3.1	MIT
SIMS-ADMIN	inflight	1.0.6	ISC
SIMS-ADMIN	inherits	2.0.4	ISC
SIMS-ADMIN	interpret	1.4.0	MIT
SIMS-ADMIN	isarray	1.0.0	MIT
SIMS-ADMIN	is-arrayish	0.2.1	MIT
SIMS-ADMIN	is-binary-path	2.1.0	MIT
SIMS-ADMIN	is-core-module	2.13.1	MIT
SIMS-ADMIN	is-docker	2.2.1	MIT
SIMS-ADMIN	isexe	2.0.0	ISC
SIMS-ADMIN	is-extglob	2.1.1	MIT
SIMS-ADMIN	is-fullwidth-code-point	2.0.0	MIT
SIMS-ADMIN	is-fullwidth-code-point	3.0.0	MIT
SIMS-ADMIN	is-glob	4.0.3	MIT
SIMS-ADMIN	is-interactive	1.0.0	MIT
SIMS-ADMIN	is-number	7.0.0	MIT
SIMS-ADMIN	is-plain-obj	2.1.0	MIT
SIMS-ADMIN	is-potential-custom-element-name	1.0.1	MIT
SIMS-ADMIN	isstream	0.1.2	MIT
SIMS-ADMIN	is-stream	1.1.0	MIT
SIMS-ADMIN	is-typedarray	1.0.0	MIT
SIMS-ADMIN	is-unicode-supported	0.1.0	MIT
SIMS-ADMIN	is-wsl	2.2.0	MIT

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SIMS-ADMIN	joi	17.12.2	BSD-3-Clause
SIMS-ADMIN	jsbn	0.1.1	MIT
SIMS-ADMIN	jsdom	18.1.1	MIT
SIMS-ADMIN	jsdom-global	3.0.2	MIT
SIMS-ADMIN	js-message	1.0.7	MIT
SIMS-ADMIN	json5	1.0.2	MIT
SIMS-ADMIN	json-parse-even-better-errors	2.3.1	MIT
SIMS-ADMIN	json-schema	0.4.0	(AFL-2.1 OR BSD-3-Clause)
SIMS-ADMIN	json-schema-traverse	0.4.1	MIT
SIMS-ADMIN	json-stringify-safe	5.0.1	ISC
SIMS-ADMIN	jsprim	1.4.2	MIT
SIMS-ADMIN	js-tokens	4.0.0	MIT
SIMS-ADMIN	js-yaml	4.0.0	MIT
SIMS-ADMIN	jw-paginate	1.0.4	MIT
SIMS-ADMIN	jw-vue-pagination	1.0.3	MIT
SIMS-ADMIN	launch-editor	2.6.1	MIT
SIMS-ADMIN	lines-and-columns	1.2.4	MIT
SIMS-ADMIN	loader-utils	1.4.2	MIT
SIMS-ADMIN	locate-path	6.0.0	MIT
SIMS-ADMIN	locate-path	3.0.0	MIT
SIMS-ADMIN	lodash	4.17.21	MIT
SIMS-ADMIN	lodash._reinterpolate	3.0.0	MIT
SIMS-ADMIN	lodash.template	4.5.0	MIT
SIMS-ADMIN	lodash.templatesettings	4.2.0	MIT
SIMS-ADMIN	lodash.uniq	4.5.0	MIT
SIMS-ADMIN	log-symbols	4.0.0	MIT
SIMS-ADMIN	log-symbols	4.1.0	MIT
SIMS-ADMIN	lru-cache	6.0.0	ISC
SIMS-ADMIN	memory-fs	0.4.1	MIT
SIMS-ADMIN	merge2	1.4.1	MIT
SIMS-ADMIN	micromatch	4.0.5	MIT
SIMS-ADMIN	mime-db	1.52.0	MIT
SIMS-ADMIN	mime-types	2.1.35	MIT
SIMS-ADMIN	mimic-fn	2.1.0	MIT
SIMS-ADMIN	minimatch	3.0.4	ISC
SIMS-ADMIN	minimatch	3.1.2	ISC
SIMS-ADMIN	minimist	1.2.8	MIT
SIMS-ADMIN	mocha	8.4.0	MIT
SIMS-ADMIN	mochapack	2.1.4	MIT
SIMS-ADMIN	moment	2.30.1	MIT
SIMS-ADMIN	ms	2.1.3	MIT

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SIMS-ADMIN	ms	2.1.2	MIT
SIMS-ADMIN	nanoid	3.1.20	MIT
SIMS-ADMIN	nanoid	3.3.7	MIT
SIMS-ADMIN	nice-try	1.0.5	MIT
SIMS-ADMIN	node-fetch	2.7.0	MIT
SIMS-ADMIN	nodent-runtime	3.2.1	MIT
SIMS-ADMIN	normalize-package-data	2.5.0	BSD-2-Clause
SIMS-ADMIN	normalize-path	3.0.0	MIT
SIMS-ADMIN	npm-run-path	2.0.2	MIT
SIMS-ADMIN	nwsapi	2.2.7	MIT
SIMS-ADMIN	oauth-sign	0.9.0	Apache-2.0
SIMS-ADMIN	once	1.4.0	ISC
SIMS-ADMIN	onetime	5.1.2	MIT
SIMS-ADMIN	open	8.4.2	MIT
SIMS-ADMIN	ora	5.4.1	MIT
SIMS-ADMIN	parse5	6.0.1	MIT
SIMS-ADMIN	parse-json	5.2.0	MIT
SIMS-ADMIN	path-exists	4.0.0	MIT
SIMS-ADMIN	path-exists	3.0.0	MIT
SIMS-ADMIN	path-is-absolute	1.0.1	MIT
SIMS-ADMIN	path-key	2.0.1	MIT
SIMS-ADMIN	path-parse	1.0.7	MIT
SIMS-ADMIN	path-type	4.0.0	MIT
SIMS-ADMIN	performance-now	2.1.0	MIT
SIMS-ADMIN	p-finally	1.0.0	MIT
SIMS-ADMIN	picocolors	1.0.0	ISC
SIMS-ADMIN	picomatch	2.3.1	MIT
SIMS-ADMIN	p-limit	3.1.0	MIT
SIMS-ADMIN	p-limit	2.3.0	MIT
SIMS-ADMIN	p-locate	5.0.0	MIT
SIMS-ADMIN	p-locate	3.0.0	MIT
SIMS-ADMIN	postcss	8.4.38	MIT
SIMS-ADMIN	prettier	2.8.8	MIT
SIMS-ADMIN	process-nextick-args	2.0.1	MIT
SIMS-ADMIN	progress	2.0.3	MIT
SIMS-ADMIN	pr	1.0.1	MIT
SIMS-ADMIN	psl	1.9.0	MIT
SIMS-ADMIN	p-try	2.2.0	MIT
SIMS-ADMIN	pump	3.0.0	MIT
SIMS-ADMIN	punycode	2.3.1	MIT
SIMS-ADMIN	qs	6.5.3	BSD-3-Clause

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SIMS-ADMIN	querystringify	2.2.0	MIT
SIMS-ADMIN	queue-microtask	1.2.3	MIT
SIMS-ADMIN	randombytes	2.1.0	MIT
SIMS-ADMIN	readable-stream	2.3.8	MIT
SIMS-ADMIN	readable-stream	3.6.2	MIT
SIMS-ADMIN	readdirp	3.5.0	MIT
SIMS-ADMIN	readdirp	3.6.0	MIT
SIMS-ADMIN	read-pkg	5.2.0	MIT
SIMS-ADMIN	regenerator-runtime	0.14.1	MIT
SIMS-ADMIN	regenerator-runtime	0.10.5	MIT
SIMS-ADMIN	regenerator-runtime	0.11.1	MIT
SIMS-ADMIN	request	2.88.2	Apache-2.0
SIMS-ADMIN	require-directory	2.1.1	MIT
SIMS-ADMIN	require-main-filename	2.0.0	ISC
SIMS-ADMIN	requires-port	1.0.0	MIT
SIMS-ADMIN	resolve	1.22.8	MIT
SIMS-ADMIN	restore-cursor	3.1.0	MIT
SIMS-ADMIN	reusify	1.0.4	MIT
SIMS-ADMIN	run-parallel	1.2.0	MIT
SIMS-ADMIN	safe-buffer	5.2.1	MIT
SIMS-ADMIN	safe-buffer	5.1.2	MIT
SIMS-ADMIN	safer-buffer	2.1.2	MIT
SIMS-ADMIN	saxes	5.0.1	ISC
SIMS-ADMIN	scrollparent	2.1.0	ISC
SIMS-ADMIN	semver	7.6.0	ISC
SIMS-ADMIN	semver	5.7.2	ISC
SIMS-ADMIN	serialize-javascript	5.0.1	BSD-3-Clause
SIMS-ADMIN	serialize-javascript	6.0.2	BSD-3-Clause
SIMS-ADMIN	set-blocking	2.0.0	ISC
SIMS-ADMIN	shebang-command	1.2.0	MIT
SIMS-ADMIN	shebang-regex	1.0.0	MIT
SIMS-ADMIN	shell-quote	1.8.1	MIT
SIMS-ADMIN	signal-exit	3.0.7	ISC
SIMS-ADMIN	signature_pad	4.2.0	MIT
SIMS-ADMIN	slash	3.0.0	MIT
SIMS-ADMIN	source-map	0.6.1	BSD-3-Clause
SIMS-ADMIN	source-map	0.5.6	BSD-3-Clause
SIMS-ADMIN	source-map-js	1.2.0	BSD-3-Clause
SIMS-ADMIN	source-map-support	0.5.21	MIT
SIMS-ADMIN	spdx-correct	3.2.0	Apache-2.0
SIMS-ADMIN	spdx-exceptions	2.5.0	CC-BY-3.0

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SIMS-ADMIN	spdx-expression-parse	3.0.1	MIT
SIMS-ADMIN	spdx-license-ids	3.0.17	CC0-1.0
SIMS-ADMIN	sshpk	1.18.0	MIT
SIMS-ADMIN	string_decoder	1.1.1	MIT
SIMS-ADMIN	string_decoder	1.3.0	MIT
SIMS-ADMIN	string-width	2.1.1	MIT
SIMS-ADMIN	string-width	4.2.3	MIT
SIMS-ADMIN	string-width	3.1.0	MIT
SIMS-ADMIN	strip-ansi	6.0.1	MIT
SIMS-ADMIN	strip-ansi	4.0.0	MIT
SIMS-ADMIN	strip-ansi	5.2.0	MIT
SIMS-ADMIN	strip-eof	1.0.0	MIT
SIMS-ADMIN	strip-json-comments	3.1.1	MIT
SIMS-ADMIN	supports-color	8.1.1	MIT
SIMS-ADMIN	supports-color	7.2.0	MIT
SIMS-ADMIN	supports-color	5.5.0	MIT
SIMS-ADMIN	supports-preserve-symlinks-flag	1.0.0	MIT
SIMS-ADMIN	symbol-tree	3.2.4	MIT
SIMS-ADMIN	toposort	2.0.2	MIT
SIMS-ADMIN	to-regexp-range	5.0.1	MIT
SIMS-ADMIN	tough-cookie	2.5.0	BSD-3-Clause
SIMS-ADMIN	tough-cookie	4.1.3	BSD-3-Clause
SIMS-ADMIN	tr46	3.0.0	MIT
SIMS-ADMIN	tr46	0.0.3	MIT
SIMS-ADMIN	tunnel-agent	0.6.0	Apache-2.0
SIMS-ADMIN	tweetnacl	0.14.5	Unlicense
SIMS-ADMIN	type-fest	0.6.0	(MIT OR CC0-1.0)
SIMS-ADMIN	undici-types	5.26.5	MIT
SIMS-ADMIN	universalify	0.2.0	MIT
SIMS-ADMIN	uri-js	4.4.1	BSD-2-Clause
SIMS-ADMIN	url-parse	1.5.10	MIT
SIMS-ADMIN	util-deprecate	1.0.2	MIT
SIMS-ADMIN	uuid	3.4.0	MIT
SIMS-ADMIN	validate-npm-package-license	3.0.4	Apache-2.0
SIMS-ADMIN	verror	1.10.0	MIT
SIMS-ADMIN	vue	2.7.16	MIT
SIMS-ADMIN	vue-chartjs	3.5.1	MIT
SIMS-ADMIN	vue-cleave-component	2.1.3	MIT
SIMS-ADMIN	vue-grid-layout	2.4.0	MIT
SIMS-ADMIN	vue-observe-visibility	0.4.6	MIT
SIMS-ADMIN	vue-resize	0.4.5	MIT

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SIMS-ADMIN	vue-router	3.6.5	MIT
SIMS-ADMIN	vue-server-renderer	2.7.16	MIT
SIMS-ADMIN	vue-smart-widget	0.5.5	MIT
SIMS-ADMIN	vue-virtual-scroller	1.1.2	MIT
SIMS-ADMIN	vuex	3.6.2	MIT
SIMS-ADMIN	vuex-router-sync	5.0.0	MIT
SIMS-ADMIN	w3c-hr-time	1.0.2	MIT
SIMS-ADMIN	w3c-xmlserializer	3.0.0	MIT
SIMS-ADMIN	wcwidth	1.0.1	MIT
SIMS-ADMIN	webidl-conversions	7.0.0	BSD-2-Clause
SIMS-ADMIN	webidl-conversions	3.0.1	BSD-2-Clause
SIMS-ADMIN	whatwg-encoding	2.0.0	MIT
SIMS-ADMIN	whatwg-mimetype	3.0.0	MIT
SIMS-ADMIN	whatwg-url	10.0.0	MIT
SIMS-ADMIN	whatwg-url	5.0.0	MIT
SIMS-ADMIN	whatwg-url	11.0.0	MIT
SIMS-ADMIN	which	2.0.2	ISC
SIMS-ADMIN	which	1.3.1	ISC
SIMS-ADMIN	which-module	2.0.1	ISC
SIMS-ADMIN	wide-align	1.1.3	ISC
SIMS-ADMIN	workerpool	6.1.0	Apache-2.0
SIMS-ADMIN	wrap-ansi	7.0.0	MIT
SIMS-ADMIN	wrap-ansi	5.1.0	MIT
SIMS-ADMIN	wrappy	1.0.2	ISC
SIMS-ADMIN	ws	6.2.2	MIT
SIMS-ADMIN	ws	8.16.0	MIT
SIMS-ADMIN	xmlchars	2.2.0	MIT
SIMS-ADMIN	xml-name-validator	4.0.0	Apache-2.0
SIMS-ADMIN	y18n	5.0.8	ISC
SIMS-ADMIN	y18n	4.0.3	ISC
SIMS-ADMIN	yallist	4.0.0	ISC
SIMS-ADMIN	yargs	16.2.0	MIT
SIMS-ADMIN	yargs	14.0.0	MIT
SIMS-ADMIN	yargs-parser	20.2.4	ISC
SIMS-ADMIN	yargs-parser	20.2.9	ISC
SIMS-ADMIN	yargs-parser	13.1.2	ISC
SIMS-ADMIN	yargs-unparser	2.0.0	MIT
SIMS-ADMIN	yocto-queue	0.1.0	MIT
SIMS-CLIENT	cef.redist.x64	75.1.14	
SIMS-CLIENT	cef.redist.x86	75.1.14	
SIMS-CLIENT	CefSharp.Common	75.1.142	

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SIMS-CLIENT	CefSharp.WinForms	75.1.142	
SIMS-CLIENT	Newtonsoft.Json	13.0.3	MIT
SIMS-CLIENT	Serilog	2.10.0	Apache-2.0
SIMS-CLIENT	Serilog.Formatting.Compact	2.0.0	Apache-2.0
SIMS-CLIENT	Serilog.Sinks.Console	4.0.1	Apache-2.0
SIMS-CLIENT	Serilog.Sinks.File	5.0.0	Apache-2.0
SIMS-CLIENT	Serilog.Sinks.RollingFile	3.3.0	Apache-2.0
SIMS-CLIENT	SharpGIS.NmeaParser	1.10.0	MS-PL
SIMS-SERVER	AspNetCore.HealthChecks.OpenIdConnectServer	5.0.1	Apache-2.0
SIMS-SERVER	AspNetCore.HealthChecks.UI.Client	7.1.0	Apache-2.0
SIMS-SERVER	Deconstructurama.Attributed	3.2.0	Apache-2.0
SIMS-SERVER	Deconstructurama.Attributed	3.2.0	Apache-2.0
SIMS-SERVER	EFCore.NamingConventions	6.0.0	Apache-2.0
SIMS-SERVER	EntityFramework	6.4.4	Apache-2.0
SIMS-SERVER	IdentityServer4.AccessTokenValidation	3.0.1	Apache-2.0
SIMS-SERVER	JsonSubTypes	1.2.0	MIT
SIMS-SERVER	MassTransit	8.1.3	Apache-2.0
SIMS-SERVER	MassTransit.AspNetCore	7.2.2	Apache-2.0
SIMS-SERVER	MassTransit.Extensions.DependencyInjection	7.2.2	Apache-2.0
SIMS-SERVER	MassTransit.Extensions.DependencyInjection	7.2.2	Apache-2.0
SIMS-SERVER	MassTransit.RabbitMQ	8.1.3	Apache-2.0
SIMS-SERVER	MassTransit.RabbitMQ	8.1.3	Apache-2.0
SIMS-SERVER	MediatR.Extensions.Microsoft.DependencyInjection	9.0.0	Apache-2.0
SIMS-SERVER	Microsoft.AspNetCore.Diagnostics	2.2.0	
SIMS-SERVER	Microsoft.AspNetCore.Diagnostics.EntityFrameworkCore	5.0.10	Apache-2.0
SIMS-SERVER	Microsoft.AspNetCore.Mvc.NewtonsoftJson	7.0.13	MIT
SIMS-SERVER	Microsoft.EntityFrameworkCore	6.0.11	MIT
SIMS-SERVER	Microsoft.EntityFrameworkCore.Design	5.0.10	Apache-2.0
SIMS-SERVER	Microsoft.EntityFrameworkCore.SqlServer	6.0.11	MIT
SIMS-SERVER	Microsoft.EntityFrameworkCore.Tools	5.0.10	Apache-2.0
SIMS-SERVER	Microsoft.Extensions.Configuration	8.0.0	MIT
SIMS-SERVER	Microsoft.Extensions.Configuration	8.0.0	MIT
SIMS-SERVER	Microsoft.Extensions.Configuration.CommandLine	5.0.0	MIT
SIMS-SERVER	Microsoft.Extensions.Configuration.EnvironmentVariables	5.0.0	MIT
SIMS-SERVER	Microsoft.Extensions.Configuration.Json	5.0.0	MIT
SIMS-SERVER	Microsoft.Extensions.DependencyInjection	7.0.0	MIT
SIMS-SERVER	Microsoft.Extensions.Diagnostics.HealthChecks	7.0.1	MIT
SIMS-SERVER	Microsoft.Extensions.Diagnostics.HealthChecks.EntityFrameworkCore	5.0.10	Apache-2.0
SIMS-SERVER	Microsoft.Extensions.Hosting	2.2.0	
SIMS-SERVER	Microsoft.Extensions.Hosting	5.0.0	MIT
SIMS-SERVER	Microsoft.Extensions.Logging	7.0.0	MIT

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SIMS-SERVER	Microsoft.Extensions.Options	6.0.0	MIT
SIMS-SERVER	Microsoft.Extensions.Options.ConfigurationExtensions	7.0.0	MIT
SIMS-SERVER	Microsoft.VisualStudio.Azure.Containers.Tools.Targets	1.19.5	EULA.md
SIMS-SERVER	Newtonsoft.Json	13.0.3	MIT
SIMS-SERVER	Newtonsoft.Json	10.0.3	MIT
SIMS-SERVER	Npgsql.EntityFrameworkCore.PostgreSQL	6.0.7	PostgreSQL
SIMS-SERVER	NUnit	2.6.4	Nunit License
SIMS-SERVER	OpenTelemetry.Extensions.Hosting	1.6.0	Apache-2.0
SIMS-SERVER	OpenTelemetry.Instrumentation.AspNetCore	1.5.1-beta.1	Apache-2.0
SIMS-SERVER	OpenTelemetry.Instrumentation.Http	1.5.1-beta.1	Apache-2.0
SIMS-SERVER	RestSharp	105.1.0	Apache-2.0
SIMS-SERVER	Serilog	2.10.0	Apache-2.0
SIMS-SERVER	Serilog.AspNetCore	7.0.0	Apache-2.0
SIMS-SERVER	Serilog.Enrichers.Environment	2.3.0	Apache-2.0
SIMS-SERVER	Serilog.Enrichers.Span	3.1.0+build.538	MIT
SIMS-SERVER	Serilog.Exceptions	8.4.0+build.694	MIT
SIMS-SERVER	Serilog.Extensions.Hosting	7.0.0	Apache-2.0
SIMS-SERVER	Serilog.Extensions.Logging	7.0.0	Apache-2.0
SIMS-SERVER	Serilog.Settings.Configuration	7.0.1	Apache-2.0
SIMS-SERVER	Serilog.Sinks.Console	4.0.1	Apache-2.0
SIMS-SERVER	Serilog.Sinks.File	5.0.0	Apache-2.0
SIMS-SERVER	Serilog.Sinks.MicrosoftTeams	0.2.1	MIT
SIMS-SERVER	Serilog.Sinks.Seq	6.0.0	Apache-2.0
SIMS-SERVER	Swashbuckle.AspNetCore	6.5.0	MIT
SIMS-SERVER	System.ComponentModel.Annotations	5.0.0	MIT
SIMS-SERVER	System.Text.Encoding.CodePages	5.0.0	MIT

Kologik Enterprise Applications Open Source Use

Libraries/Components	License Type	Modified by Kologik	How used in Software	Distributed with Software
3cpo	MIT License	No	Embedded	Yes
activation	Apache License 2.0	No	Embedded	Yes
ActivePerl	No longer in use	No	N/A	No
antlr	MIT License	No	Embedded	No
Apache Commons (Collections 3.2.1, FileUpload 1.2.2, Lang 2.1, IO 1.3.1)	Apache License 2.0	No	Linked	Yes
Apache Commons Codec	Apache License 2.0	No	Linked	Yes
Apache Tomcat 6.0.18	Apache License 2.0	No	Linked	Yes
asm	BSD License	No	Embedded	Yes
aspectj 1.7.4	Eclipse Public License - v 2.0	No	Embedded	Yes
Axiom 1.2.15	MIT License	No	Embedded	Yes

Libraries/Components	License Type	Modified by Kologik	How used in Software	Distributed with Software
axios 0.19.2	MIT License	No	Embedded	Yes
Axis2 1.6.4	Apache License 2.0	No	Embedded	Yes
cglib 2.1.3	Apache License 2.0	No	Embedded	Yes
concurrent	https://gee.cs.oswego.edu/dl/concurrency-interest/docs/index.html	No	Embedded	Yes
core-js 3.6.5	MIT License	No	Linked	Yes
dom4j	https://github.com/dom4j/dom4j/blob/master/LICENSE	No	Linked	Yes
Drools	Apache License 2.0	No	Embedded	Yes
DWR	Apache License 2.0	No	Embedded	Yes
Eclipselink	The EclipseLink project is dual licensed under the Eclipse Public License and the Eclipse Distribution Licensed (BSD)	No	Linked	Yes
ehcache	Apache License 2.0	No	Embedded	Yes
FOP	Apache License 2.0	No	Embedded	Yes
GWT 2.6.1	Apache License 2.0	No	Linked	Yes
Hibernate 3.6.10	Lesser General Public License version 2.1 (LGPLv2.1)	No	Linked	Yes
hsqldb	BSD License	No	Embedded	Yes
jakarta regexp-1.5	Apache License 2.0	No	Linked	Yes
Java 8	https://www.oracle.com/downloads/licenses/javase-license1.html	No	Linked	Yes
javamail 1.4.2	Common Development and Distribution License (CDDL) v1.1 and GNU General Public License (GPL) v2 with Classpath Exception	No	Linked	Yes
javassist	MPL, the LGPL, and the Apache License	No	Embedded	Yes
jaxb	CDDL 1.1 and GPL 2.0 with Class-path Exception	No	Embedded	Yes
jaxen	BSD License	No	Embedded	Yes
jbarcode 0.2.8	GNU Library or Lesser General Public License version 2.0 (LGPLv2)	No	Embedded	Yes
jboss 4	GNU Lesser General Public License	No	Linked	Yes
jboss-archive-browsingj	GNU Lesser General Public License	No	Linked	Yes
jbpmm 3.2.6	Apache License 2.0	No	Linked	Yes
Jetty 7	Apache License 2.0	No	Linked	Yes
jquery 3.5.0	MIT License	No	Linked	Yes
jscalendar 1.1	MIT License	No	Embedded	Yes
JSF 1.2	Apache License 2.0	No	Embedded	Yes
jspspellcheck 1.2	GNU Library or Lesser General Public License version 2.0 (LGPLv2)	No	Embedded	Yes
JTDS	GNU Lesser General Public License	No	Embedded	Yes
Liferay 5	GNU Lesser General Public License	No	Linked	Yes
Log4J 1.2.12	Apache License 2.0	No	N/A	Yes
moment 2.25.3	MIT License	No	Embedded	Yes
MySQL	GNU Lesser General Public License	No	Linked	No
OpenFire v3.60	Apache License 2.0	No	Linked	No
openjdk 14+	Lesser General Public License version 2.0 (LGPLv2)	No	Linked	Yes
restlet 1.1	Apache License 2.0	No	Embedded	Yes
richfaces 3.3.4	GNU Lesser General Public License	No	Embedded	Yes
sinon 9.0.2	BSD License	No	Embedded	Yes

Libraries/Components	License Type	Modified by Kologik	How used in Software	Distributed with Software
SLF4J	MIT License	No	Embedded	Yes
smack 3.0.4	Apache License 2.0	No	Embedded	Yes
soundmanager2 2.9.3a	BSD License	No	Embedded	Yes
spellcheck 1.2	MIT License	No	Embedded	Yes
Spring 4.3.9	Apache License 2.0	No	Embedded	Yes
Struts 1.2.9	Apache License 2.0	No	Embedded	Yes
svnkit 1.3.5	https://svnkit.com/license.html	No	Embedded	Yes
SwithMail	Creative Commons — Attribution-NoDerivs 3.0 Unported — CC BY-ND 3.0	No	Linked	Yes
tigra-menu 2.1	https://www.softcomplex.com/products/tigra_menu/	No	Embedded	Yes
vue 2.6.11	MIT License	No	Embedded	Yes
vue-autosuggest 2.2.0	MIT License	No	Embedded	Yes
vuejs-datepicker 1.6.2	MIT License	No	Embedded	Yes
vue-router 3.1.6	MIT License	No	Embedded	Yes
vue-tables-2 1.5.46	MIT License	No	Embedded	Yes
WebInject	Lesser General Public License version 2.0 (LGPLv2)	No	Embedded	Yes
Wildfly 19.0.0.Final	Lesser General Public License version 2.1 (LGPLv2.1)	No	Linked	Yes
xalan	Apache License 2.0	No	Embedded	Yes
xerces	Apache License 2.0	No	Embedded	Yes
xml-js 1.6.11	MIT License	No	Embedded	Yes
yui 3.4.1	BSD License	No	Embedded	Yes

Schedule 5.16(m)
Government or Education Institutions

None.

Schedule 5.17(c)
Data Privacy – Unauthorized Access

1. On December 8, 2023, Seller was notified about alleged unauthorized access to certain IT Systems and data after a series of social media posts were published by a threat actor, alleging that Kologik was a victim of a ransomware attack. Seller took prompt action upon becoming aware of the incident, including the engagement of counsel to advise on its response and assessment of potential breach notification obligations under applicable privacy laws and contractual obligations. Seller is currently working with third party forensic specialists and has been assured that no unauthorized access is currently occurring. The investigation into potential unauthorized access to Personal Information is ongoing to identify, among other things, (A) the date of the alleged initial compromise, (B) the method used by the threat actor to gain access to Company systems, if any, and (C) the scope of Personal Information, if any, included in the impacted data. Kologik has been contacted by the Louisiana Cybersecurity Commission and the Texas Department of Public Safety with inquiries with respect to the incident, and it has responded to all inquiries as requested, to date. Kologik has not been the subject of any lawsuits, claims or threats of claims relating to the incident, to date.

Schedule 5.19
Related Party Transactions

1. The COO Employment Agreement.

Schedule 5.20(a)(ii)
Certain Payments Not Recorded

1. Employee retention credits filed for the following periods are not recorded on the balance sheet as of January 31, 2024:
 - a. 2nd Qtr 2020;
 - b. 3rd Qtr 2020;
 - c. 4th Qtr 2020;
 - d. 1st Qtr 2021;
 - e. 2nd Qtr 2021; and
 - f. 3rd Qtr 2021.

Schedule 5.21(a)
Banks

SELLER	BANK	ADDRESS OF BANK	TYPE (E.G., DEPOSITORY ACCOUNT, SAFE DEPOSIT BOX, TRUSTS, ETC.)	ACCOUNT NUMBER	PERSONS AUTHORIZED TO DRAW OR HAVE ACCESS TO ACCOUNT	PURCHASED BANK ACCOUNT
Kologik, LLC	Mississippi River Bank Cash Collateral	8435 Highway 23, Belle Chasse, LA 70037	Depository	xxxx6111	Walter Morales, Matt Follis	Yes
Kologik, LLC	Hancock Whitney Money Market Account	PO Box 4019, Gulfport, MS 39502-4019	Depository	xxxx8256	Paul San Soucie	Yes
Kologik, LLC	Hancock Whitney	PO Box 4019, Gulfport, MS 39502-4019	Operating Account	xxxx6020	Paul San Soucie	Yes

Schedule 5.21(b)
Powers of Attorney

None.

Schedule 5.22(b)
Key Customers

Kologik LLC

KEY CUSTOMERS – FISCAL YEAR ENDED DECEMBER 31, 2023		
	NAME	APPROXIMATE TOTAL REVENUE
1.	Louisiana Department of Public Safety (LA)	\$662,500.00
2.	GCOM Software LLC (NY)	\$600,000.00
3.	Jackson Police Department (MS)	\$576,333.37
4.	Miami-Dade County (FL)	\$178,699.75
5.	Hammond Police Department (LA)	\$134,385.00
6.	Calhoun County Sheriff's Department (FL)	\$134,090.00
7.	Bosque County Sheriff's Office (TX)	\$102,789.98
8.	Minden Police Department (LA)	\$94,200.00
9.	Ponchatoula Police Department (LA)	\$77,031.78
10.	San Luis Obispo County Sheriff's Office (CA)	\$66,666.00
11.	Hardeman County Sheriff's Department (TX)	\$62,400.00
12.	Fort Stockton Police Department (TX)	\$58,458.40
13.	Baton Rouge Police Department (LA)	\$49,995.00
14.	Magnolia Police Department (TX)	\$49,167.03
15.	Caldwell County Sheriff's Office (TX)	\$47,600.00
16.	Tulia Police Department (TX)	\$43,625.00
17.	Shreveport Police Department (LA)	\$ 40,824.00
18.	Placer County Procurement (CA)	\$ 40,500.00
19.	Rains County Sheriff's Office (TX)	\$ 40,254.00
20.	Upton County Sheriff's Office (TX)	\$ 39,800.00

Kologik LLC

KEY CUSTOMERS – 2-MONTH PERIOD ENDED FEBRUARY 29, 2024		
	NAME	APPROXIMATE TOTAL REVENUE
1.	Jackson Police Department (MS)	\$685,181.63
2.	GCOM Software LLC (NY)	\$100,000.00
3.	Caldwell County Sheriff's Office (TX)	\$47,600.00
4.	Smith County Sheriff's Office (TX)	\$38,100.00
5.	Frio County Sheriff's Office (TX)	\$30,837.04
6.	Magnolia Police Department (TX)	\$28,518.49
7.	La Salle County Sheriff's Office (TX)	\$27,975.00
8.	Robstown Police Department (TX)	\$23,000.01
9.	Jack County Sheriff's Office (TX)	\$21,820.00
10.	Cameron Police Department (TX)	\$19,800.00
11.	Midland ISD Police Department (TX)	\$19,480.00
12.	Tool Police Department (TX)	\$18,300.00
13.	Premont Police Department (TX)	\$18,000.00
14.	Surfside Beach Police Department (TX)	\$17,900.00
15.	Hamilton County Sheriff's Office (TX)	\$14,230.00

16.	Rains County Sheriff's Office (TX)	\$13,891.05
17.	Schleicher County Sheriff's Office (TX)	\$13,819.00
18.	Winnsboro Police Department (TX)	\$13,200.00
19.	Westlake Police Department (LA)	\$12,404.00
20.	Caldwell County	\$12,241.91

1. Capital, Capital II, and Kologik Technologies do not have customers.

Schedule 5.22(c)
Key Vendors

Kologik LLC

KEY VENDORS – FISCAL YEAR ENDED DECEMBER 31, 2023		
	NAME	APPROXIMATE TOTAL EXPENSES
1.	ADP	\$5,754,469.69
2.	Synnex Corporation	\$399,100.67
3.	Microsoft Corporation	\$208,404.79
4.	Chaffe McCall	\$149,568.99
5.	Walter Morales	\$92,660.68
6.	Nlets	\$58,679.05
7.	Teksystems	\$57,495.70
8.	Databank	\$54,001.54
9.	Microsoft	\$52,253.37
10.	Crowell Moring LLP	\$52,131.65
11.	Delta Resource Group	\$48,150.00
12.	Jim Hayes	\$48,000.00
13.	Rees Company, LLC	\$45,228.00
14.	One American Place Operating, LLC	\$44,707.94
15.	Polsinelli PC	\$36,304.00
16.	State Capitol Solutions LLC	\$36,000.00
17.	Gray Robinson	\$35,702.50
18.	Lushin & Associates, Inc	\$31,278.13
19.	Rob Wolf (Employee)	\$26,355.06
20.	Steven Oubre	\$25,685.00

Kologik LLC

KEY VENDORS – 2-MONTH PERIOD ENDED FEBRUARY 29, 2024		
	NAME	APPROXIMATE TOTAL EXPENSES
1.	ADP	\$751,828.43
2.	Rock Creek Advisors LLC	\$100,000.00
3.	Synnex Corporation	\$62,685.09
4.	Microsoft Corporation	\$44,543.43
5.	Sparc LLC	\$24,177.60
6.	Nlets	\$20,114.58
7.	Databank	\$9,211.43
8.	Jim Hayes	\$8,000.00
9.	Rees Company, LLC	\$7,538.00
10.	City of Baton Rouge-Parish of EBR	\$6,200.00
11.	US Patent and Trademark Office	\$5,800.00
12.	Microsoft	\$5,511.65
13.	Gray Robinson	\$5,087.50
14.	Kroll Associates, Inc.	\$5,000.00
15.	Regus Center	\$4,483.06

16.	Easy Peasy Catering & Charcuterie	\$3,282.22
17.	Joe Fuller (employee)	\$2,578.50
18.	Louisiana Police Chief's Association	\$2,500.00
19.	Steven Oubre	\$2,365.00
20.	International Association of Chiefs of Police	\$2,300.00

1. Capital, Capital II, and Kologik Technologies do not have vendors.

Schedule 5.22(d)

Key Customers and Key Vendors – No Actions

None.

	NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	DESCRIPTION	CURE AMOUNTS
CUSTOMER CONTRACTS								
1.	100th Judicial District Attorney's Offic	800 West Ave.	Box 1	Wellington	TX	79095-0000	COPsync Texas	\$0.00
2.	20th Judicial District Attorney Office	P.O. Box 1247		St. Francisville	LA	70775-0000	COPsync Lite	\$0.00
3.	24th Judicial District Drug Task Force	4170 Highway 641 South		Camden	TN	38320-0000	RMS; ALEN SIMS (Search); COPsync; Data Migration	\$0.00
4.	32nd Judicial District Attorney's Office	100 E. Third St.	Ste 201	Sweetwater	TX	79556-0000	COPsync Texas	\$0.00
5.	4th Judicial District Judge (LA)	300 St John Street		Monroe	LA	71201-0000	COPsync Lite	\$0.00
6.	81st Judicial District Attorney's Office	1105 A Street		Floresville	TX	78114-0000	COPsync Texas; NIBRS Module	\$0.00
7.	Abernathy Municipal Court (TX)	811 Avenue D	PO Box 310	Abernathy	TX	79311-0000	WARRANTsync	\$0.00
8.	Abernathy Police Department (TX)	811 Avenue D		Abernathy	TX	79311-0000	COPsync Texas; NIBRS Module	\$0.00
9.	Acadia Parish Sheriff's Office (LA)	PO Box 289		Crowley	LA	70527-0000	RMS	\$0.00
10.	Addis Police Department (LA)	PO Box 122		Addis	LA	70710-0000	RMS; COPsync Lite	\$0.00
11.	Alba Police Department (TX)	PO Box 197		Alba	TX	75410-0197	COPsync Texas; NIBRS Module	\$0.00
12.	Alba-Golden ISD (TX)	Hwy 69 N		Alba	TX	75410-0000	Campus Safe	\$0.00

13.	Albany Police Department (TX)	425 S. 2nd Street	PO Box 3248	Albany	TX	76430-0595	COPsync Texas; NIBRS Module	\$0.00
14.	Albany Village Police Department (LA)	29980 Mulberry St.		Albany	LA	70711-0000	COPsync Lite	\$0.00
15.	Alexandria Police Department (LA)	PO Box 71		Alexandria	LA	71309-0071	COPsync Lite	\$0.00
16.	Allen Parish Sheriff's Office (LA)	P.O. Box 278		Oberlin	LA	70655-0000	COPsync Lite	\$0.00
17.	Alma Municipal Court (TX)	104 Interurban Road		Alma	TX	75119-0000	COPsync Texas	\$0.00
18.	Alma Police Department (TX)	104 Interurban Road		Alma	TX	75119-0000	COPsync Texas; NIBRS Module; Citation Integration	\$0.00
19.	Alpine ISD (TX)	704 Sul Ross Avenue		Alpine	TX	79830-0000	Campus Safe	\$0.00
20.	Alpine Police Department (TX)	309 W. Sul Ross Avenue	ATTN: Chief Scown	Alpine	TX	79830-0000	ANI/ALI; CAD; COPsync Texas; NIBRS Module	\$0.00
21.	Alvord ISD Police Department (TX)	185 Mosley Ln		Alvord	TX	76225-0000	COPsync Texas	\$0.00
22.	Amarillo College Moore County Campus (TX)	1220 East First		Dumas	TX	79029-0000	Campus Safe	\$0.00
23.	Amarillo College Police Department (TX)	2201 South Washington		Amarillo	TX	79109-0000	COPsync Texas; NIBRS Module; Campus Safe; CAD	\$0.00
24.	Anacoco Police Department (LA)	PO Box 280		Anacoco	LA	71403-0000	COPsync Lite	\$0.00
25.	Anson Police Department (TX)	1314 Commercial Ave		Anson	TX	79501-0000	COPsync Texas; NIBRS Module	\$0.00
26.	Archer City Police Department (TX)	206 E. Walnut	P.O. Box 367	Archer City	TX	76351-0000	COPsync Texas; NIBRS Module	\$0.00

27.	Archer County Constable Precinct 1 (TX)	138 Strange Dr.		Holliday	TX	76366-0000	COPsync Texas	\$0.00
28.	Archer County Constable Precinct 2 (TX)	1302 Clipper Lane		Lakeside City	TX	76308-0000	COPsync Texas; Setup, Installation & Remote Training	\$0.00
29.	Archer County Constable Precinct 3 (TX)	100 Law Enforcement Way		Archer	TX	76351-0000	COPsync Texas	\$0.00
30.	Archer County Constable Precinct 4 (TX)	P.O. Box 458		Windthorst	TX	76366-0000	COPsync Texas	\$0.00
31.	Archer County Sheriff's Office (TX)	100 Law Enforcement Way	PO Box 517	Archer City	TX	76351-0000	COPsync Texas; JMS; RMS; CAD; ANI/ALI; Citation Integration	\$0.00
32.	Armstrong County Justice of the Peace Co	PO Box 539		Claude	TX	79019-0000	Citation Integration	\$0.00
33.	Armstrong County Sheriff's Office (TX)	110 W. 1st St.	PO Box 531	Claude	TX	79019-0000	CAD; COPsync Texas; NIBRS Module; RMS	\$0.00
34.	Arp Municipal Court (TX)	P O Drawer 68		Arp	TX	75750-0000	Citation Integration	\$0.00
35.	Arp Police Department (TX)	109 W. Longview Street		Arp	TX	75750-0000	COPsync Texas; NIBRS Module	\$0.00
36.	Ascension Parish Sheriff's Office - Dona	300 Houmas St	PO Box 268	Donaldsonville	LA	70346-0000	COPsync Lite	\$0.00
37.	Atascosa County Constable Precinct 1 (TX)	2136 2nd Street		Pleasanton	TX	78064-0000	COPsync Texas	\$0.00

38.	Atascosa County Constable Precinct 2 (TX)	1567 FM 3175		Lytle	TX	78052-0000	COPsync Texas	\$0.00
39.	Atascosa County Constable Precinct 3 (TX)	2240 N US Hwy 16		Jourdanton	TX	78026-0000	COPsync Texas	\$0.00
40.	Atascosa County Constable Precinct 4 (TX)	744 Hwy 281 South		Pleasanton	TX	78064-0000	COPsync Texas	\$0.00
41.	Aubrey Police Department (TX)	108 East Elm Street	107 S. Main Street	Aubrey	TX	76227-0000	COPsync Texas; NIBRS Module	\$0.00
42.	Avery ISD Police Department (TX)	150 San Antonio St		Avery	TX	75554-0000	COPsync Texas; Setup, Installation & Remote Training; Admin TLETS Support	\$0.00
43.	Baird City Marshal's Office (TX)	415 Chestnut St.		Baird	TX	79504-0000	COPsync Texas; NIBRS Module	\$0.00
44.	Baird Municipal Court (TX)	328 Market St		Baird	TX	79504-0000	Citation Integration	\$0.00
45.	Baker Police Department (LA)	1320 Alabama Street		Baker	LA	70714-0000	COPsync Lite	\$0.00
46.	Ball Police Department (LA)	100 Municipal Lane		Ball	LA	71405-0000	COPsync Lite	\$0.00
47.	Ballinger Police Department (TX)	106 N 9th St		Ballinger	TX	76821-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
48.	Bandera City Marshal's Office (TX)	511 Main Street		Bandera	TX	78003-0000	COPsync Texas; NIBRS Module	\$0.00
49.	Bandera County Constable Precinct 2 (TX)	9155 FM 1283		Lakehills	TX	78063-0000	COPsync Texas	\$0.00

50.	Bandera County Sheriff's Office (TX)	3360 State Hwy. 173	PO Box 607	North Bandera	TX	78003-0000	COPsync Texas	\$0.00
51.	Bandera Municipal Court (TX)	511 Main Street	PO Box 2279	Bandera	TX	78003-0000	Citation Integration	\$0.00
52.	Bangs Police Department (TX)	109 S. 1st Street	PO Box 188	Bangs	TX	76823-0000	COPsync Texas; Setup, Installation & Remote Training	\$0.00
53.	Bartlett Police Department (TX)	3730 Appling Rd	PO Box 670	Bartlett	TX	76511-0000	COPsync Texas	\$0.00
54.	Baskin Police Department (LA)	PO Box 359		Baskin	LA	71219-0000	COPsync Lite	\$0.00
55.	Bastrop Police Department (LA)	PO BOX 431		Bastrop	LA	71221-0000	COPsync Lite	\$0.00
56.	Baton Rouge Alcohol, Tobacco, and Firearm	5757 Corporate Boulevard	Suite 300	Baton Rouge	LA	70808-0000	COPsync Lite	\$0.00
57.	Baton Rouge Alcoholic Beverage Control	9048 Airline Hwy		Baton Rouge	LA	70815-0000	COPsync Lite	\$0.00
58.	Baton Rouge Constable (LA)	223 St. Louis St.	B46	Baton Rouge	LA	70802-0000	COPsync Lite	\$0.00
59.	Baton Rouge Police Department (LA)	604 Mayflower Street Bldg 9		Baton Rouge	LA	70802-0000	COPsync Lite	\$0.00
60.	Beauregard Parish Comm District (LA)	410 Bolivar Bishop Dr		DeRidder	LA	70634-0000	CAD; Integrations	\$0.00
61.	Beauregard Parish Sheriff's Office (LA)	120 S Stewart Stree		DeRidder	LA	70634-0000	COPsync Lite	\$0.00
62.	Bee County Sheriff's Office (TX)	1509 Galloway Drive		Beeville	TX	78102-0000	COPsync Texas	\$0.00
63.	Beeville ISD Police Department (TX)	201 N. St Marys		Beeville	TX	78102-0000	COPsync Texas; NIBRS Module; P&E (Property & Evidence); RMS	\$0.00

64.	Beeville Police Department (TX)	402 N. Washington St		Beeville	TX	78102-0000	COPsync Texas; NIBRS Module; CAD	\$0.00
65.	Belchertown Police Department (MA)	70 State Street		Belchertown	MA	01007-0000	Campus Safe	\$0.00
66.	Belchertown Public Schools (MA)	14 Maple Street		Belchertown	MA	01007-0000	Campus Safe	\$0.00
67.	Bells Municipal Court (TX)	PO Box 95		Bells	TX	75414-0000	Citation Integration	\$0.00
68.	Bells Police Department (TX)	203 South Broadway Street		Bells	TX	75414-0000	COPsync Texas; NIBRS Module	\$0.00
69.	Benavides Municipal Court (TX)	213 N. Clark	P.O. Box R	Benavides	TX	78341-0918	Citation Integration	\$0.00
70.	Benavides Police Department (TX)	213 N Clark	P.O. Drawer R	Benavides	TX	78341-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
71.	Benton Police Department (LA)	102 6th Street		Benton	LA	71006-0000	COPsync Lite	\$0.00
72.	Bertram Municipal Court (TX)	PO Box 1604		Bertram	TX	78605-0000	Citation Integration	\$0.00
73.	Bertram Police Department (TX)	163 West Vaughn	PO BOX 1604	Bertram	TX	78605-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
74.	Berwick Police Department (LA)	3225 3rd Street		Berwick	LA	70342-0000	COPsync Lite	\$0.00
75.	Bienville Parish Sheriff's Office (LA)	PO Box 328		Arcadia	LA	71001-0000	COPsync Lite	\$0.00
76.	Big Lake Code Enforcement (TX)	203 N Plaza Ave.		Big Lake	TX	76932-0000	COPsync Texas	\$0.00
77.	Big Lake Municipal Court (TX)	203 N Plaza	PO Box 310	Big Lake	TX	76932-0000	Citation Integration	\$0.00

78.	Big Sandy Police Department (TX)	PO Box 176		Big Sandy	TX	75755-0000	COPsync Texas; NIBRS Module	\$0.00
79.	Bishop Municipal Court (TX)	PO Box 356		Bishop	TX	78343-0000	Citation Integration	\$0.00
80.	Bishop Police Department (TX)	119 E 4th St		Bishop	TX	78343-0000	COPsync Texas; NIBRS Module	\$0.00
81.	Blackwater Public Safety (CA)	16029 Arrow Hwy Suite A		Irwindale	CA	91706-0000	CAD; RMS; COPsync	\$0.00
82.	Blackwell ISD (TX)	100 Hornet Dr.		Blackwell	TX	79506-0000	Campus Safe	\$0.00
83.	Blanco Police Department (TX)	437 Blanco Ave		Blanco	TX	78606-0000	COPsync Texas; NIBRS Module	\$0.00
84.	Bland ISD Police Department (TX)	6164 FM 2194		Merit	TX	75442-0000	Setup, Installation & Remote Training; COPsync Texas	\$0.00
85.	Blue Mountain Police Department (MS)	110 West Mill St		Blue Mountain	MS	38610-0000	ALEN RMS; ALEN SIMS (Search)	\$0.00
86.	Bogata Police Department (TX)	103 Clarksville Street		Bogata	TX	75417-0000	COPsync Texas; NIBRS Module	\$0.00
87.	Booker Police Department (TX)	222 S. Main	PO Box M	Booker	TX	79005-0000	COPsync Texas	\$0.00
88.	Borden County Sheriff's Office (TX)	140 E. Wilbourn Ave.	PO Box 115	Gail	TX	79738-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
89.	Bosque County Constable Precinct 1 (TX)	500 TX 174		Meridian	TX	76665-0000	COPsync Texas	\$0.00
90.	Bosque County Constable Precinct 2 (TX)	718 South Avenue F		Meridian	TX	76665-0000	COPsync Texas	\$0.00

91.	Bosque County Sheriff's Office (TX)	PO Box 741	266 FM 2840	Meridian	TX	76665-0000	COPsync Texas; CAD; ANI/ALI; RMS; JMS; Data Migration	\$0.00
92.	Bossier City Marshal's Office (LA)	620 Benton Rd		Bossier City	LA	71111-0000	COPsync Lite	\$0.00
93.	Bovina Police Department (TX)	205 North St.	PO Box 720	Bovina	TX	79009-0000	COPsync Texas; NIBRS Module	\$0.00
94.	Bowie ISD (TX)	100 W Wichita St		Bowie	TX	76230-0000	Campus Safe	\$0.00
95.	Bowie Police Department (TX)	302 Lindsey Street		Bowie	TX	76230-0000	COPsync Texas	\$0.00
96.	Boyd Municipal Court (TX)	PO Box 216		Boyd	TX	76023-0000	Citation Integration	\$0.00
97.	Boyd Police Department (TX)	731 East Rock Island		Boyd	TX	76023-0000	COPsync Texas; NIBRS Module	\$0.00
98.	Brady Municipal Court (TX)	PO Box 351		Brady	TX	76825-0000	Citation Integration	\$0.00
99.	Brady Police Department (TX)	209 South Elm Street		Brady	TX	76825-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
100.	Bremond Municipal Court (TX)	PO Box E		Bremond	TX	76629-0000	Citation Integration	\$0.00
101.	Bremond Police Department (TX)	201 S Dallas	P.O. Box E	Bremond	TX	76629-0000	COPsync Texas; NIBRS Module	\$0.00
102.	Brewster County Sheriff's Office (TX)	201 W Ave E		Alpine	TX	79830-0000	CAD; COPsync Texas; JMS; NIBRS Module; RMS	\$0.00
103.	Briarcliffe Acres Police Department (SC)	121 N Gate Rd		Myrtle Beach	SC	29572-0000	ALEN SIMS (Search)	\$0.00

104.	Bridge City ISD Police Department (TX)	1031 Roundbunch Rd		Bridge City	TX	77611-0000	COPsync Texas; Additional Licenses; Setup, Installation & Remote Training; Admin TLETS Support	\$0.00
105.	Briscoe County Sheriff's Office (TX)	415 Main Street		Silverton	TX	79257-0000	COPsync Texas; NIBRS Module	\$0.00
106.	Brooks County Sheriff's Office (TX)	801 County Road 201		Falfurrias	TX	78355-0000	COPsync Texas; NIBRS Module	\$0.00
107.	Brownsboro ISD Police Department (TX)	14134 State Hwy 131 E		Brownsboro	TX	75756-0000	COPsync Texas; NIBRS Module	\$0.00
108.	Brownsboro Municipal Court (TX)	11351 Willow	PO Box 303	Brownsboro	TX	75756-0000	Citation Integration	\$0.00
109.	Brownsboro Police Department (TX)	11351 Willow St.		Brownsboro	TX	75756-0000	COPsync Texas; NIBRS Module	\$0.00
110.	Bruceville-Eddy Municipal Court (TX)	143 Wilcox Dr. Ste A		Bruceville-Eddy	TX	76524-0000	Citation Integration	\$0.00
111.	Bruceville-Eddy Police Department (TX)	410 Hudson Lane		Eddy	TX	76524-0000	COPsync Texas; NIBRS Module	\$0.00
112.	Brusly Police Department (LA)	PO Box 750		Brusly	LA	70719-0000	COPsync Lite	\$0.00
113.	Buckholts Municipal Court (TX)	PO Box 117		Buckholts	TX	76518-0000	Citation Integration	\$0.00
114.	Buckholts Police Department (TX)	113 West Main	PO Box 117	Buckholts	TX	76518-0000	COPsync Texas	\$0.00
115.	Buffalo ISD Police Department (TX)	708 Cedar Creek Rd		Buffalo	TX	75831-0000	COPsync Texas	\$0.00
116.	Bullard ISD Police Department (TX)	1426 South Houston Street		Bullard	TX	75757-0000	COPsync Texas; NIBRS Module	\$0.00

117.	Bullard Municipal Court (TX)	PO Box 107		Bullard	TX	75757-0000	Citation Integration	\$0.00
118.	Bullard Police Department (TX)	114 S Phillips St		Bullard	TX	75757-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
119.	Bulloch County Correctional Institute (GA)	17301 US HWY 301 NORTH		Statesboro	GA	30458-0000	ALEN SIMS (Search)	\$0.00
120.	Bulverde Municipal Court (TX)	30360 Cougar Blvd		Bulverde	TX	78163-0000	Citation Integration	\$0.00
121.	Bulverde Police Department (TX)	30360 Cougar Bend		Bulverde	TX	78163-0000	COPsync Texas	\$0.00
122.	Burnet County Constable Precinct 1 (TX)	1701 East Polk Ste 30	Burnet County North Annex	Burnet	TX	78611-0000	COPsync Texas	\$0.00
123.	Burnet County Constable Precinct 2 (TX)	1701 East Polk Ste 7	220 South Pierce	Burnet	TX	78611-0000	COPsync Texas; NIBRS Module	\$0.00
124.	Burnet County Constable Precinct 3 (TX)	810 Steve Hawkins Parkway		Marble Falls	TX	78654-0000	COPsync Texas	\$0.00
125.	Burnet County Constable Precinct 4 (TX)	810 Steve Hawkins Parkway		Marble Falls	TX	78654-0000	COPsync Texas; NIBRS Module	\$0.00
126.	Byhalia Police Department (MS)	161 Hwy 309 South		Byhalia	MS	38611-0000	ALEN CAD; ALEN RMS; ALEN SIMS (Search)	\$0.00
127.	Cactus Municipal Court (TX)	PO Box 365		Cactus	TX	79013-0000	COURTsync	\$0.00
128.	Cactus Police Department (TX)	199 S. US Hwy 287		Cactus	TX	79013-0000	COPsync Texas	\$0.00

129.	Caddo Mills Municipal Court (TX)	PO Box 490		Caddo Mills	TX	75135-0000	Citation Integration	\$0.00
130.	Caddo Mills Police Department (TX)	2309 Main St.	PO Box 490	Caddo Mills	TX	75135-0490	COPsync Texas; NIBRS Module	\$0.00
131.	Calcasieu Parish Sheriff's Office (LA)	5400 E. Broad St.	Attn: Adrian Quintela	Lake Charles	LA	70615-0000	COPsync Lite	\$0.00
132.	Caldwell County Constable Precinct 1 (TX)	405 E. Market St		Lockhart	TX	78644-0000	COPsync Texas; Setup, Installation & Remote Training	\$0.00
133.	Caldwell County Constable Precinct 2 (TX)	505 E. Fannin		Luling	TX	78648-0000	COPsync Texas; Additional Licenses; Setup, Installation & Remote Training	\$0.00
134.	Caldwell County Constable Precinct 3 (TX)	9675 State Hwy 142		Maxwell	TX	78656-0000	COPsync Texas; NIBRS Module	\$0.00
135.	Caldwell County Constable Precinct 4 (TX)	405 E. Market		Lockhart	TX	78644-0000	Additional Licenses; COPsync Texas; Setup, Installation & Remote Training	\$0.00
136.	Caldwell County Sheriff's Office (TX)	1204 Reed Dr.		Lockhart	TX	78644-0000	COPsync Texas; NIBRS Module; CAD; RMS; Data Migration; ANI/ALI; Onsite Training	\$0.00
137.	Caldwell Parish Sheriff's Office (LA)	PO Box 60		Columbia	LA	71418-0000	COPsync Lite	\$0.00

138.	Calhoun County Constable Precinct 2 (TX)	1539 School Road	201 W. Austin St.	Port Lavaca	TX	77979-0000	COPsync Texas	\$0.00
139.	Calhoun County Constable Precinct 4 (TX)	103 W Dallas Ave	PO Box 520	Seadrift	TX	77983-0000	COPsync Texas	\$0.00
140.	Calhoun County Sheriff's Office (FL)	20776 Central Ave E		Blountstown	FL	32424-0000	CAD; COPsync; Data Migration; ANI/ALI; JMS; Onsite Training; RMS; Setup, Installation & Remote Training	\$0.00
141.	Callahan County Sheriff's Office (TX)	101 West 4th Ste. 104	432 Market St.	Baird	TX	79504-0000	CAD; COPsync Texas; JMS; NIBRS Module; RMS	\$0.00
142.	Calvert Municipal Court (TX)	620 S. Main St		Calvert	TX	77837-0000	Citation Integration	\$0.00
143.	Calvert Police Department (TX)	620 S. Main St.	PO Box 505	Calvert	TX	77837-0000	COPsync Texas; NIBRS Module	\$0.00
144.	Cameron County District Attorney's Offic	964 E. Harrison St.		Brownsville	TX	78520-0000	COPsync Texas	\$0.00
145.	Cameron Municipal Court (TX)	PO Box 833		Cameron	TX	76520-0000	Citation Integration	\$0.00

146.	Cameron Parish Sheriff's Office (LA)	119 Smith Circle		Cameron	LA	70631-0000	COPsync Lite	\$0.00
147.	Cameron Police Department (TX)	605 West 4th St.		Cameron	TX	76520-0000	COPsync Texas; NIBRS Module	\$0.00
148.	Caney City Municipal Court (TX)	15241 Barron Rd		Caney City	TX	75148-0000	Citation Integration	\$0.00
149.	Caney City Police Department (TX)	15241 Barron Road		Caney City	TX	75148-0000	COPsync Texas; Citation Integration; NIBRS Module	\$0.00
150.	Canton ISD Police Department (TX)	1115 S. Buffalo		Canton	TX	75103-0000	COPsync Texas; Setup, Installation & Remote Training; Additional Licenses; Admin TLETS Support	\$0.00
151.	Canton Municipal Court (TX)	555 Hwy 243 W.		Canton	TX	75103-0000	Citation Integration; WARRANTsync	\$0.00
152.	Canton Police Department (TX)	PO Box 231		Canton	TX	75103-0000	CAD; COPsync Texas; NIBRS Module; RMS	\$0.00
153.	Castleberry ISD Police Department (TX)	5228 Ohio Garden Road		Fort Worth	TX	76114-0000	COPsync Texas; NIBRS Module	\$0.00

154.	Catahoula Parish Sheriff's Office (LA)	PO Box 655		Harrisonburg	LA	71340-0000	COPsync Lite	\$0.00
155.	Celeste Municipal Court (TX)	PO Box 399		Celeste	TX	75423-0000	Citation Integration	\$0.00
156.	Celeste Police Department (TX)	201 N. Hwy 69	PO Box 399	Celeste	TX	75423-0000	COPsync Texas	\$0.00
157.	Celina ISD Police Department (TX)	205 S Colorado		Celina	TX	75009-0000	COPsync Texas	\$0.00
158.	Centerville ISD (TX)	813 S Commerce		Centerville	TX	75833-0000	COPsync Texas; Setup, Installation & Remote Training; Admin TLETS Support	\$0.00
159.	Chapel Hill ISD Police Department (TX)	11134 County Road 2249		Tyler	TX	75707-0000	Setup, Installation & Remote Training; COPsync Texas	\$0.00
160.	Charlotte ISD (TX)	102 E. Hindes Ave		Charlotte	TX	78011-0000	COPsync Texas	\$0.00
161.	Charlotte Police Department (TX)	316 Jourdanton Ave		Charlotte	TX	78011-0000	COPsync Texas; Setup, Installation & Remote Training; Admin TLETS Support	\$0.00
162.	Cheneyville Police Department (LA)	201 Derboune St		Cheneyville	LA	71325-0000	COPsync Lite	\$0.00

163.	Cherokee County Constable Precinct 3 (TX	207 S. Patton St.	201 E. 6th St.	Jacksonville	TX	75766-0000	COPsync Texas; NIBRS Module	\$0.00
164.	Chico Police Department (TX)	1460 Humboldt Rd	PO Box 37	Chico	TX	76431-0000	COPsync Texas	\$0.00
165.	Childress County Sheriff's Office (TX)	1005 Ave F NE		Childress	TX	79201-0000	COPsync Texas	\$0.00
166.	Childress Municipal Court (TX)	PO Box 1087		Childress	TX	79201-0000	Citation Integration	\$0.00
167.	Childress Police Department (TX)	315 Commerce St	PO BOX 1087	Childress	TX	79201-0000	COPsync Texas; NIBRS Module	\$0.00
168.	Chillicothe Police Department (TX)	14051 US Hwy 287	PO Box 546	Chillicothe	TX	79225-0000	COPsync Texas; NIBRS Module	\$0.00
169.	Choudrant Police Department (LA)	PO Box 288		Choudrant	LA	71227-0000	COPsync Lite	\$0.00
170.	Cisco College Police Department (TX)	101 College Heights		Cisco	TX	76434-0000	COPsync Texas; NIBRS Module	\$0.00
171.	Cisco Municipal Court (TX)	500 Conrad Hilton Blvd	PO Box 110	Cisco	TX	76437-0000	Citation Integration	\$0.00
172.	Cisco Police Department (TX)	504 Conrad Hilton Blvd.		Cisco	TX	76437-0000	COPsync Texas; NIBRS Module	\$0.00
173.	City of Dublin (Police) (GA)	100 South Church Street		Dublin	GA	31021-0000	ALEN RMS	\$0.00

174.	City of Oak Ridge Police Department (Kau	8450 N State Hwy 34		Terrell	TX	75161-0000	COPsync Texas; NIBRS Module	\$0.00
175.	City of Provencal Marshal's Office (LA)	1968 LA-117		Provencal	LA	71468-0000	COPsync Lite	\$0.00
176.	Clarksville Police Department (TX)	800 W Main St		Clarksville	TX	75426-0000	COPsync Texas; NIBRS Module	\$0.00
177.	Clay County Constable Precinct 1 (TX)	100 N. Bridge		Henrietta	TX	76365-0000	COPsync Texas	\$0.00
178.	Clay County Justice of the Peace Countyw	PO Box 71		Henrietta	TX	76365-0000	Citation Integration	\$0.00
179.	Clay County Sheriff's Office (TX)	215 W.Gilbert		Henrietta	TX	76365-0000	CAD; COPsync Texas; JMS; NIBRS Module; RMS	\$0.00
180.	Clifton Municipal Court (TX)	401 W. 3rd Street		Clifton	TX	76634-0000	Citation Integration	\$0.00
181.	Clifton Police Department (TX)	402 W. 3rd St		Clifton	TX	76634-0000	Additional Licenses; Admin TLETS Support; COPsync Texas; Setup, Installation & Remote Training	\$0.00

182.	Clyde Municipal Court (TX)	PO Box 1155		Clyde	TX	79510-0000	Citation Integration	\$0.00
183.	Clyde Police Department (TX)	PO Box 1347		Clyde	TX	79510-0000	NIBRS Module; RMS; COPsync Texas	\$0.00
184.	Cockrell Hill Fire Marshal's Office (TX)	4125 West Clarendon Drive		Dallas	TX	75211-0000	COPsync Texas; NIBRS Module	\$0.00
185.	Cockrell Hill Municipal Court (TX)	4125 W Clarendon Dr		Dallas	TX	75211-0000	Citation Integration	\$0.00
186.	Coffee City Municipal Court (TX)	7019 Pleasant Ridge Rd		Coffee City	TX	75763-0000	WARRANTsync; Citation Integration	\$0.00
187.	Coffee City Police Department (TX)	7019 Pleasant Ridge Rd.		Frankston	TX	75763-0000	COPsync Texas; Citation Integration; NIBRS Module	\$0.00
188.	Coke County Justice of the Peace Precinct	224 W Main St.	PO Box 330	Bronte	TX	76933-0000	Citation Integration	\$0.00
189.	Coke County Sheriff's Office (TX)	13 East 7th Street	PO Box 9	Robert Lee	TX	76945-0000	COPsync Texas; NIBRS Module	\$0.00
190.	Coleman County Sheriff's Office (TX)	100 Live Oak Street, Ste 101		Coleman	TX	76834-0000	COPsync Texas; NIBRS Module	\$0.00

191.	Coleman Justice of the Peace Countywide	100 W Live Oak St. Ste 103		Coleman	TX	76834-0000	Citation Integration	\$0.00
192.	Coleman Police Department (TX)	109 N. Concho St.		Coleman	TX	76834-0000	COPsync Texas; NIBRS Module	\$0.00
193.	Colleton County Sheriff's Office (SC)	394 Mable T Willis Blvd		Walterboro	SC	29488-0000	ALEN SIMS (Search)	\$0.00
194.	Collingsworth County Sheriff's Office (TX)	810 Belton		Wellington	TX	79095-0000	CAD; COPsync Texas; JMS; NIBRS Module; RMS	\$0.00
195.	Collinsville Municipal Court (TX)	103 N. Main	PO Box 649	Collinsville	TX	76233-0000	Citation Integration	\$0.00
196.	Collinsville Police Department (TX)	101 N Main Street		Collinsville	TX	76233-0000	COPsync Texas; NIBRS Module	\$0.00
197.	Colorado City Municipal Court (TX)	PO Box 912		Colorado City	TX	79512-0000	Citation Integration	\$0.00
198.	Colorado City Police Department (TX)	201 W. 3rd	PO Box 912	Colorado City	TX	79512-0912	CAD; COPsync Texas; NIBRS Module; RMS	\$0.00
199.	Columbia Police Department (MS)	201 Second Street		Columbia	MS	39429-0000	ALEN SIMS (Search)	\$0.00
200.	Commerce ISD Police Department (TX)	604 Culver Street		Commerce	TX	75428-0000	COPsync Texas; NIBRS Module	\$0.00

201.	Concho County Hospital (TX)	614 Eaker St	P. O. Box 987	Eden	TX	76837-0000	Campus Safe	\$0.00
202.	Concho County Sheriff's Office (TX)	152 N. Roberts St.	PO Box 121	Paint Rock	TX	76866-0000	CAD; COPsync Texas; NIBRS Module; RMS	\$0.00
203.	Concho Justice of the Peace Countywide	PO Box 44		Paint Rock	TX	76866-0000	Citation Integration	\$0.00
204.	Concordia Parish Sheriff's Office (LA)	4001 Carter Street	Room 7	Vidalia	LA	71373-0000	COPsync Lite	\$0.00
205.	Cordele Judicial Circuit (GA)	P.O. Box 5510		Cordele	GA	31010-0000	ALEN SIMS (Search)	\$0.00
206.	Karnes~ County Of (TX)	210 W Calvert	Ste 110	Karnes City	TX	78118-0000	COPsync Texas	\$0.00
207.	Coushatta Police Department (LA)	1211 E. Carroll St.		Elton	LA	71019-0000	COPsync Lite	\$0.00
208.	Covington Police Department (LA)	609 N. Columbia St.	PO Box 1059	Covington	LA	70434-0000	COPsync Lite	\$0.00
209.	Crane County Sheriff's Office (TX)	201 W. 6th	PO Box 1175	Crane	TX	79731-0000	COPsync Texas; NIBRS Module; Campus Safe	\$0.00
210.	Crane Municipal Court (TX)	115 W 6th St		Crane	TX	79731-0000	Citation Integration	\$0.00
211.	Crane Police Department (TX)	115 W. 6th St.		Crane	TX	79731-0000	CAD; COPsync Texas; NIBRS Module	\$0.00

212.	Crawford Police Department (TX)	PO Box 7		Crawford	TX	76638-0000	COPsync Texas; NIBRS Module	\$0.00
213.	Crockett County Justice of the Peace (Co	909 Avenue D.	PO Box 2067	Ozona	TX	76943-0000	COPsync Texas; Citation Integration	\$0.00
214.	Crockett County Sheriff's Office (TX)	121 HWY 163 S.	PO Box 1931	Ozona	TX	76943-0000	COPsync Texas; NIBRS Module	\$0.00
215.	Crosby County Sheriff's Office (TX)	201 West Aspen Street		Crosbyton	TX	79322-0000	CAD; COPsync Texas; JMS; NIBRS Module	\$0.00
216.	Crosbyton Police Department (TX)	121 S Ayrshire Ave		Crosbyton	TX	79322-0000	COPsync Texas	\$0.00
217.	Cross Plains Municipal Court (TX)	PO Box 129		Cross Plains	TX	76443-0000	Citation Integration	\$0.00
218.	Cross Plains Police Department (TX)	201 S. Main	PO Box 129	Cross Plains	TX	76443-0000	COPsync Texas; NIBRS Module	\$0.00
219.	Crowell Municipal Court (TX)	PO Box 250		Crowell	TX	79227-0000	Citation Integration	\$0.00
220.	Crowell Police Department (TX)	101 E California		Crowell	TX	79227-0000	COPsync Texas; NIBRS Module	\$0.00
221.	Crowley ISD Police Department (TX)	512 Peach St		Crowley	TX	76036-0000	COPsync Texas; NIBRS Module	\$0.00
222.	Crowley Police Department (LA)	426 N Ave F	PO Box 436	Crowley	LA	70526-0000	RMS	\$0.00

223.	Crystal City ISD (TX)	805 E. Crockett Street		Crystal City	TX	78839-0000	Campus Safe	\$0.00
224.	Crystal City Municipal Court (TX)	101 E Dimmitt St		Crystal City	TX	78839-0000	Citation Integration	\$0.00
225.	Crystal City Police Department (TX)	101 E Dimmit St		Crystal City	TX	78839-0000	COPsync Texas; NIBRS Module	\$0.00
226.	Cumby Municipal Court (TX)	100 E Main Street	PO Box 349	Cumby	TX	75433-0000	Citation Integration	\$0.00
227.	Cumby Police Department (TX)	100 E.Main Street		Cumby	TX	75433-0000	COPsync Texas; NIBRS Module	\$0.00
228.	Cuney Municipal Court (TX)	9551 US Hwy 175		Cuney	TX	75759-0000	Citation Integration	\$0.00
229.	Cuney Police Department (TX)	PO Box 155		Cuney	TX	75763-0000	COPsync Texas; NIBRS Module	\$0.00
230.	Dacula Marshal's Office (GA)	PO Box 400		Dacula	GA	30019-0000	ALEN RMS; ALEN SIMS (Search); ALEN eCitation	\$0.00
231.	Daingerfield Lone Star ISD Police Depart	200 Tiger Drive		Daingerfield	TX	75638-0000	COPsync Texas	\$0.00
232.	Daisetta Municipal Court (TX)	410 B Main Street	PO Box 549	Daisetta	TX	77533-0000	Citation Integration	\$0.00
233.	Daisetta Police Department (TX)	401B Main Street	PO Box 549	Daisetta	TX	77533-0000	COPsync Texas; NIBRS Module	\$0.00

234.	Danbury ISD Police Department (TX)	5611 Panther Dr		Danbury	TX	77534-0000	Admin TLETS Support; COPsync Texas	\$0.00
235.	Danbury Police Department (TX)	6102 S 5th Street	PO Box 258	Danbury	TX	77534-0000	COPsync Texas; NIBRS Module	\$0.00
236.	Dawson Police Department (TX)	112 N Main Street		Dawson	TX	76639-0000	COPsync Texas; NIBRS Module	\$0.00
237.	De Kalb Police Department (TX)	106 SE Grizzly Drive		Dekalb	TX	75559-0000	COPsync Texas; NIBRS Module	\$0.00
238.	De Leon Municipal Court (TX)	125 S Texas		De Leon	TX	76444-0000	Citation Integration; WARRANTsync	\$0.00
239.	De Leon Police Department (TX)	109 S Texas	PO Box 318	De Leon	TX	76444-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
240.	DeKalb ISD Police Department (TX)	101 Maple St.		DeKalb	TX	75559-0000	Admin TLETS Support; COPsync Texas; Setup, Installation & Remote Training	\$0.00
241.	Delhi Police Department (LA)	304 E. Tennessee St.		Delhi	LA	71232-0000	COPsync Lite	\$0.00
242.	DeWitt County Constable Precinct 1 (TX)	208 E Live Oak	Suite D	Cuero	TX	77954-0000	COPsync Texas	\$0.00

243.	Dewitt County Constable Precinct 2 (TX)	307 N Gonzales Street		Cuero	TX	77954-0000	COPsync Texas	\$0.00
244.	Dickens County Justice of the Peace (TX)	PO Box 70		Dickens	TX	79229-0000	Citation Integration	\$0.00
245.	Dickens County Sheriff's Office (TX)	819 5th street	PO Box 59	Dickens	TX	79229-0000	COPsync Texas	\$0.00
246.	Dilley Municipal Court (TX)	107 E Miller St	P.O. Box 230	Dilley	TX	78017-0000	Citation Integration	\$0.00
247.	Dilley Police Department (TX)	101 S. Commerce St.	PO Box 227	Dilley	TX	78017-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
248.	Dimmitt ISD Police Department (TX)	1505 Western Cir Dr		Dimmitt	TX	79027-0000	COPsync Texas; NIBRS Module	\$0.00
249.	Dimmitt Municipal Court (TX)	PO Box 146		Dimmitt	TX	79027-0000	Citation Integration	\$0.00
250.	Dimmitt Police Department (TX)	200 East Jones St.		Dimmitt	TX	79027-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
251.	Donley County Justice of the Peace Precinct	PO Box 828		Clarendon	TX	79226-0000	Citation Integration	\$0.00
252.	Donley County Justice of the Peace Precinct	PO Box 62		Hedley	TX	79237-0000	Citation Integration	\$0.00

253.	Donley County Sheriff's Office (TX)	301 S. Jefferson	PO Box 910	Clarendon	TX	79226-0000	COPsync Texas; NIBRS Module	\$0.00
254.	Driscoll Municipal Court (TX)	PO Box 178		Driscoll	TX	78351-0000	Citation Integration; COPsync Texas	\$0.00
255.	Driscoll Police Department (TX)	130 West Avenue D	PO Box 178	Driscoll	TX	78351-0000	NIBRS Module; COPsync Texas	\$0.00
256.	Dry Prong Police Department (LA)	PO Box 268		Dry Prong	LA	71423-0000	COPsync Lite; Setup, Installation & Remote Training	\$0.00
257.	Dubach Police Department (LA)	7833 Annie Lee St		Dubach	LA	71235-0000	COPsync Lite	\$0.00
258.	Dublin Municipal Court (TX)	213 E Blackjack		Dublin	TX	76446-0000	Citation Integration	\$0.00
259.	Dublin Police Department (TX)	213 E. Blackjack Street		Dublin	TX	76446-0000	CAD; COPsync Texas; NIBRS Module; RMS	\$0.00
260.	Duson Police Department (LA)	498 Toby Mouton Rd	Attn: Karen	Duson	LA	70529-0000	COPsync Lite	\$0.00
261.	Early Police Department (TX)	960 Early Blvd.	PO Box 3100	Early	TX	76802-0000	COPsync Texas	\$0.00
262.	East Baton Rouge District Attorney's Off	222 St. Louis St	#550	Baton Rouge	LA	70802-0000	COPsync Lite	\$0.00

263.	East Carroll Sheriff's Office (LA)	PO Box 246		Lake Providence	LA	71254-0000	COPsync Lite	\$0.00
264.	East Feliciana Sheriff's Office (LA)	PO Box 207		Clinton	LA	70722-0000	COPsync Lite	\$0.00
265.	East Mountain Police Department (TX)	103 Municipal Dr		Gilmer	TX	75645-0000	COPsync Texas; NIBRS Module	\$0.00
266.	East Tawakoni Police Department (TX)	288 Briggs Blvd.		East Tawakoni	TX	75472-0000	COPsync Texas; NIBRS Module	\$0.00
267.	Eastland County Dispatch (TX)	13301 South Highway 6	100 West Main Suite 204	Eastland	TX	76448-0000	COPsync Texas	\$0.00
268.	Eastland ISD (TX)	900 W. Plummer		Eastland	TX	76448-0000	Campus Safe	\$0.00
269.	Eastland Municipal Court (TX)	113 East Commerce ST	PO Box 749	Eastland	TX	76448-0000	COURTsync	\$0.00
270.	Eastland Police Department (TX)	416 S. Seaman St.	PO Box 749	Eastland	TX	76448-0000	COPsync Texas	\$0.00
271.	Ecru Police Department (MS)	176 Main Street		Ecru	MS	38841-0000	ALEN SIMS (Search)	\$0.00
272.	Ector County Attorney - Environmental (TX)	1010 East 8th St		Odessa	TX	69761-0000	COPsync Texas	\$0.00

273.	Ector County Hospital District Police De	500 W 4th St		Odessa	TX	79761-0000	COPsync Texas; NIBRS Module	\$0.00
274.	Ector Police Department (TX)	206 N. Main St.	PO Box 188	Ector	TX	75439-0000	COPsync Texas; NIBRS Module	\$0.00
275.	Edgewood ISD Police Department (Van Zand	804 E. Pine St		Edgewood	TX	75117-0000	COPsync Texas; NIBRS Module	\$0.00
276.	Edgewood Police Department (TX)	207 NE. Front St.	PO Box 377	Edgewood	TX	75117-0000	COPsync Texas; NIBRS Module	\$0.00
277.	Elayn Hunt Correctional Center (LA)	6925 LA-74 St		Gabriel	LA	70776-0000	COPsync Lite	\$0.00
278.	Ellis County Constable Precinct 2 (TX)	701 S IH 35E		Waxahachie	TX	75165-0000	COPsync Texas	\$0.00
279.	Ellis County Constable Precinct 3 (TX)	101 W. Main St.	Suite 100B	Waxahachie	TX	75165-0000	COPsync Texas	\$0.00
280.	Emory Municipal Court (TX)	PO Box 100		Emory	TX	75440-0000	Citation Integration	\$0.00
281.	Emory Police Department (TX)	119 West North Street	PO Box 100	Emory	TX	75440-0000	COPsync Texas; NIBRS Module	\$0.00
282.	Ennis ISD Police Department (TX)	2301 Ensign Rd		Ennis	TX	75119-0000	COPsync Texas; NIBRS Module	\$0.00
283.	Estelline Municipal Court (TX)	507 Burnett Street		Estelline	TX	79233-0000	Citation Integration	\$0.00

284.	Estelline Police Department (TX)	507 Burnett St.	PO Box 8	Estelline	TX	79233-0000	COPsync Texas	\$0.00
285.	Eula ISD (TX)	6040 FM 603		Clyde	TX	79510-0000	Admin TLETS Support; COPsync Texas	\$0.00
286.	Eunice City Marshal's Office (LA)	PO Box 1516		Eunice	LA	70535-0000	COPsync Lite	\$0.00
287.	Eustace Municipal Court (TX)	107 Edgar St		Eustace	TX	75124-0000	Citation Integration	\$0.00
288.	Eustace Police Department (TX)	PO Box 579		Eustace	TX	75124-0000	Setup, Installation & Remote Training; COPsync Texas; Additional Licenses; Admin TLETS Support	\$0.00
289.	Falls County Constable Precinct 3 (TX)	128 W. Main		Rosebud	TX	76570-0000	COPsync Texas	\$0.00
290.	Falls County District Attorney's Office	P.O. Box 413	125 Bridge Street	Marlin	TX	76661-0000	COPsync Texas	\$0.00
291.	Falls County Sheriff's Office (TX)	2847 Highway 6	PO Box 401	Marlin	TX	76661-0000	COPsync Texas; NIBRS Module	\$0.00

292.	Fannin County Sheriff's Office (TX)	2375 Silo Road		Bonham	TX	75418-0000	COPsync Texas	\$0.00
293.	Farmersville ISD Police Department (TX)	499 Texas 78		Farmersville	TX	75442-0000	COPsync Texas	\$0.00
294.	Farwell Municipal Court (TX)	100 9th St.	PO BOX 338	Farwell	TX	79325-0000	Citation Integration	\$0.00
295.	Farwell Police Department (TX)	100 Nineth Street	PO Box 338	Farwell	TX	79325-0000	COPsync Texas; NIBRS Module	\$0.00
296.	First National Bank of Fort Stockton (TX)	1000 W Dickinson Blvd.		Fort Stockton	TX	79375-0000	Campus Safe	\$0.00
297.	Flatonia Police Department (TX)	205 E. South Main	PO Box 329	Flatonia	TX	78941-0000	COPsync Texas; NIBRS Module	\$0.00
298.	Flora Police Department (MS)	P.O. Box 218		Flora	MS	39071-0000	ALEN RMS; ALEN SIMS (Search); ALEN eCitation	\$0.00
299.	Floresville Municipal Court (TX)	1120 D St		Floresville	TX	78114-0000	COURTsync	\$0.00
300.	Floresville Police Department (TX)	920 C St		Floresville	TX	78114-0000	COPsync Texas; NIBRS Module	\$0.00
301.	Florida Department of Law Enforcement (F	2331 Phillips Rd		Tallahassee	FL	32308-0000	FAA	\$0.00

302.	Foard County Sheriff's Office (TX)	110 S First	PO Box 309	Crowell	TX	79227-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
303.	Forest Hill Police Department (LA)	4300 LA-112		Forest Hill	LA	71430-0000	COPsync Lite	\$0.00
304.	Forsan ISD (TX)	411 West 6th St		Forsan	TX	79733-0000	Campus Safe	\$0.00
305.	Fort Stockton ISD (TX)	101 West Division		Fort Stockton	TX	79735-0000	Campus Safe	\$0.00
306.	Fort Stockton Municipal Court (TX)	121 W 2nd		Fort Stockton	TX	79735-0000	Citation Integration	\$0.00
307.	Fort Stockton Police Department (TX)	1710 N Front Street		Fort Stockton	TX	79735-0000	COPsync Texas; NIBRS Module; RMS; CAD	\$0.00
308.	Franklin Municipal Court (TX)	319 Bremond Street	P.O. Box 428	Franklin	TX	77856-0000	Citation Integration	\$0.00
309.	Franklin Parish Sheriff's Office (LA)	6556 Main St.		Winnsboro	LA	71295-0000	COPsync Lite	\$0.00
310.	Franklin Police Department (TX)	407 N Center St	P.O. Box 428	Franklin	TX	77856-0000	COPsync Texas; NIBRS Module	\$0.00
311.	Franklinton Police Department (LA)	409 11th Ave		Franklinton	LA	70438-0000	COPsync Lite	\$0.00
312.	French Settlement Police Department (LA)	PO Box 3		French Settlement	LA	70733-0000	COPsync Lite	\$0.00

313.	Frio County Constable Precinct 1 (TX)	502 South Cedar Street		Pearsall	TX	78061-0000	COPsync Texas; NIBRS Module	\$0.00
314.	Frio County Constable Precinct 2 (TX)	502 South Cedar Street		Pearsall	TX	78057-0000	COPsync Texas	\$0.00
315.	Frio County Constable Precinct 3 (TX)	413 Peach Street	P.O. Box 33	Pearsall	TX	78061-0000	COPsync Texas; NIBRS Module	\$0.00
316.	Frio County Constable Precinct 4 (TX)	221 west Curtis street	P.O. Box 1993	Dilley	TX	78017-0000	COPsync Texas; NIBRS Module	\$0.00
317.	Frio County Justice of the Peace Precinct	101 N. Commerce Street		Dilley	TX	78017-0000	Citation Integration	\$0.00
318.	Frio County Justice of the Peace Precinct	PO Box 751		Pearsall	TX	78061-0000	Citation Integration	\$0.00
319.	Frio County Justice of the Peace Precinct	500 East San Antonio Street	Box 9	Pearsall	TX	78061-0000	Citation Integration	\$0.00
320.	Frio County Justice of the Peace Precinct	500 E. San Antonio Street	Box 13	Pearsall	TX	78061-0000	Citation Integration	\$0.00
321.	Frio County Sheriff's Office (TX)	502 S. Cedar Street		Pearsall	TX	78061-0000	CAD; COPsync Texas; JMS; NIBRS Module; RMS	\$0.00

322.	Friona Municipal Court (TX)	105 W 7th		Friona	TX	79035-0000	Citation Integration	\$0.00
323.	Friona Police Department (TX)	521 Euclid Avenue		Friona	TX	79035-0000	COPsync Texas	\$0.00
324.	Frost Police Department (TX)	100 N. Garitty St		Frost	TX	76641-0000	COPsync Texas; Setup, Installation & Remote Training	\$0.00
325.	Fulton Police Department (MS)	213 W Wiygul Street		Fulton	MS	38843-0000	ALEN RMS	\$0.00
326.	Gaines County Sheriff's Office (TX)	301 E. Ave A	Rt. 1 Box 805	Seminole	TX	79360-0000	COPsync Texas	\$0.00
327.	Ganado Police Department (TX)	112 E Putnam Ave		Ganado	TX	77962-0000	COPsync Texas; NIBRS Module	\$0.00
328.	Garden Ridge Police Department (TX)	9400 Municipal Pkwy		Garden Ridge	TX	78266-0000	COPsync Texas	\$0.00
329.	Garrett Municipal Court (TX)	208 N Ferris		Garrett	TX	75119-0000	Citation Integration; COURTsync	\$0.00
330.	Garrett Police Department (TX)	208 N Ferris St		Garrett	TX	75119-0000	COPsync Texas; NIBRS Module	\$0.00
331.	Garrison ISD Police Department (TX)	459 US Hwy 459		Garrison	TX	75946-0000	COPsync Texas	\$0.00
332.	Garrison Municipal Court (TX)	330 S B Ave	129 Greenwood St.	Garrison	TX	75946-0000	Citation Integration	\$0.00

333.	Garrison Police Department (TX)	330 S. B Ave.		Garrison	TX	75946-0000	COPsync Texas; NIBRS Module	\$0.00
334.	Gasconade County Sheriff's Office (MO)	119 East First Street	Room #22	Hermann	MO	65041-0000	RMS; COPsync	\$0.00
335.	Gatesville ISD Police Department (TX)	206 S. Lovers Lane		Gatesville	TX	76528-0000	Additional Licenses; COPsync Texas; Setup, Installation & Remote Training; Admin TLETS Support	\$0.00
336.	GCOM Software LLC (NY)	24 Madison Avenue EXT		Albany	NY	12203-0000	FAA	\$0.00
337.	George West ISD (TX)	913 Houston St		George West	TX	78022-0000	Campus Safe	\$0.00
338.	George West Municipal Court (TX)	406 Nueces St		George West	TX	78022-0000	Citation Integration	\$0.00
339.	George West Police Department (TX)	404 Nueces St.		George West	TX	78022-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
340.	Georgetown Police Department (LA)	PO Box 220		Georgetown	LA	71432-0000	COPsync Lite	\$0.00
341.	Gholson ISD (TX)	137 Hamilton Drive		Waco	TX	76705-0000	COPsync Texas	\$0.00

342.	Glasscock County Justice of the Peace Co	PO Box 91		Garden City	TX	79739-0000	Citation Integration	\$0.00
343.	Glasscock County Sheriff's Office (TX)	117 E. Currie	PO Box 239	Garden City	TX	79739-0000	COPsync Texas; NIBRS Module	\$0.00
344.	Glen Rose Police Department (TX)	201 NE Vine St	PO Box 1949	Glen Rose	TX	76043-0000	COPsync Texas; Additional Licenses; Setup, Installation & Remote Training; Admin TLETS Support	\$0.00
345.	Glenmora Police Department (LA)	PO Box 265		Glenmora	LA	71433-0000	COPsync Lite	\$0.00
346.	Godley ISD Police Department (TX)	313 N. Pearson		Godley	TX	76044-0000	Setup, Installation & Remote Training; COPsync Texas	\$0.00
347.	Godley Police Department (TX)	200 W. Railroad	PO Box 565	Godley	TX	76044-0000	COPsync Texas; NIBRS Module	\$0.00
348.	Gonzales County Constable Precinct 1 (TX)	414 Saint Joseph St. #104		Gonzales	TX	78629-0000	COPsync Texas	\$0.00
349.	Gonzales County Constable Precinct 3 (TX)	414 St Joseph St. Ste 203	PO Box 151	Waelder	TX	78959-0000	COPsync Texas	\$0.00

350.	Gonzales County Constable Precinct 4 (TX	603 E Central Ave		Nixon	TX	78140-0000	COPsync Texas; NIBRS Module	\$0.00
351.	Gonzales County Sheriff's Office (TX)	1713 Sarah Dewitt Dr.		Gonzales	TX	78629-0000	COPsync Texas	\$0.00
352.	Gonzales ISD Police Department (TX)	1801 North Sarah Dewitt Drive		Gonzales	TX	78629-0000	COPsync Texas; NIBRS Module	\$0.00
353.	Gonzales Police Department (LA)	415 E Cornerview St.		Gonzales	LA	70737-0000	COPsync Lite	\$0.00
354.	Goose Creek Consolidated ISD Police Depa	3401 N Main Street		Baytown	TX	77521-0000	COPsync Texas; NIBRS Module	\$0.00
355.	Gorman Police Department (TX)	PO Box 236	PO Box 236	Gorman	TX	76454-0000	COPsync Texas; NIBRS Module	\$0.00
356.	Grambling State University Police Depart	100 S Main St		Grambling	LA	71245-0000	COPsync Lite	\$0.00
357.	Grand Saline Municipal Court (TX)	132 E Frank St		Grand Saline	TX	75140-0000	Citation Integration	\$0.00
358.	Grand Saline Police Department (TX)	113 N Green St		Grand Saline	TX	75140-0000	COPsync Texas; NIBRS Module; RMS; Citation Integration; Campus Safe; COURTsynchron	\$0.00

359.	Grandview Police Department (TX)	PO Box 506		Grandview	TX	76050-0000	COPsync Texas	\$0.00
360.	Grant Parish Sheriff's Office (LA)	PO Box 187		Colfax	LA	71417-0000	COPsync Lite	\$0.00
361.	Grapeland Municipal Court (TX)	126 S Oak St.	PO Box 62	Grapeland	TX	75844-0000	Citation Integration	\$0.00
362.	Grapeland Police Department (TX)	126 S. Oak	PO Box 567	Grapeland	TX	75844-0000	COPsync Texas; NIBRS Module	\$0.00
363.	Gray County Constable Precinct 1 (TX)	1146 N. Hobart		Pampa	TX	79065-0000	COPsync Texas	\$0.00
364.	Gray County Constable Precinct 2 (TX)	PO Box 2054		Pampa	TX	79066-0000	COPsync Texas	\$0.00
365.	Gray County Sheriff's Office (TX)	218 North Russell Street		Pampa	TX	79065-0000	COPsync Texas; NIBRS Module	\$0.00
366.	Grayson College Police Department (TX)	6101 Grayson Drive		Denison	TX	75020-0000	COPsync Texas; NIBRS Module	\$0.00
367.	Grayson County Sheriff's Office (TX)	200 South Crocket		Sherman	TX	75090-0000	COPsync Texas	\$0.00
368.	Grayson Police Department (LA)	5228 Highway 126		East Grayson	LA	71435-0000	COPsync Lite	\$0.00

369.	Gregory Municipal Court (TX)	PO Box 297		Gregory	TX	78359-0000	Citation Integration	\$0.00
370.	Gregory Police Department (TX)	206 W. Fourth St.	PO Box 297	Gregory	TX	78359-0000	COPsync Texas; NIBRS Module	\$0.00
371.	Gretna Police Department (LA)	200 5th Street		Gretna	LA	70053-0000	COPsync Lite	\$0.00
372.	Groveton Police Department (TX)	115 Front St		Groveton	TX	75845-0000	COPsync Texas	\$0.00
373.	Guadalupe County Constable Precinct 1 (TX)	214 Medical Drive		Seguin	TX	78155-0000	COPsync Texas	\$0.00
374.	Guadalupe County Constable Precinct 2 (T X)	307 W. Court		Seguin	TX	78155-0000	COPsync Texas	\$0.00
375.	Guadalupe County Constable Precinct 3 (T X)	1101 Eibel Rd.	Suite 5	Schertz	TX	78154-0000	COPsync Texas	\$0.00
376.	Guadalupe County Constable Precinct 4 (T X)	11144 FM 725		Seguin	TX	78155-0000	COPsync Texas	\$0.00
377.	Guadalupe County Sheriff's Office (TX)	2617 North Guadalupe Street		Seguin	TX	78155-0000	COPsync Texas	\$0.00
378.	Gunter Police Department (TX)	105 N 4th St	PO Box 349	Gunter	TX	75058-0000	COPsync Texas	\$0.00
379.	Hale County Constable Precinct 3 (TX)	P.O. Box 217		Abernathy	TX	79311-0000	COPsync Texas	\$0.00

380.	Hall County Justice of the Peace Precinc	P O Box 1		Turkey	TX	79261-0000	Citation Integration	\$0.00
381.	Hall County Sheriff's Office (TX)	512 Main # 7		Memphis	TX	79245-0000	COPsync Texas; NIBRS Module; JMS; RMS; CAD	\$0.00
382.	Hall Justice of the Peace Precincts 1, 2	512 W Main St~ Ste 3		Memphis	TX	79245-0000	Citation Integration	\$0.00
383.	Hallettsville ISD (TX)	302 North Ridge St	PO Box 368	Hallettsville	TX	77964-0000	Campus Safe	\$0.00
384.	Hallettsville Municipal Court (TX)	101 N Main		Hallettsville	TX	77964-0000	Citation Integration	\$0.00
385.	Hallettsville Police Department (TX)	104 East Fourth Street		Hallettsville	TX	77964-0000	COPsync Texas	\$0.00
386.	Hallsville ISD Police Department (TX)	300 Willow Street	PO Box 810	Hallsville	TX	75650-0000	COPsync Texas; NIBRS Module	\$0.00
387.	Hallsville Municipal Court (TX)	105 W Main St		Hallsville	TX	75650-0000	Citation Integration	\$0.00
388.	Hallsville Police Department (TX)	105 West Main	PO Box 899	Hallsville	TX	75650-0899	COPsync Texas; NIBRS Module	\$0.00
389.	Hamilton County Justice of the Peace Pre	102 N Rice	Ste. 115	Hamilton	TX	76531-0000	Citation Integration	\$0.00

390.	Hamilton County Sheriff's Office (TX)	1108 South Rice		Hamilton	TX	76531-0000	CAD; COPsync Texas; NIBRS Module	\$0.00
391.	Hamilton Police Department (TX)	204 E. Main Street		Hamilton	TX	76531-0000	COPsync Texas; NIBRS Module	\$0.00
392.	Hamlin Police Department (TX)	351 South Central Ave		Hamlin	TX	79520-0000	COPsync Texas; NIBRS Module	\$0.00
393.	Hammond Police Department (LA)	120 S Oak St.		Hammond	LA	70401-0000	CAD; Data Migration; COPsync; JMS; Onsite Training; RMS; COPsync Lite	\$0.00
394.	Hampden Police Department (MA)	100 Allen Street		Hampden	MA	01036-0000	Campus Safe	\$0.00
395.	Hampden-Wilbraham Regional School District	466 Stony Hill Rd		Wilbraham	MA	01095-0000	Campus Safe	\$0.00
396.	Hansford County Hospital District (TX)	707 South Roland Street		Spearman	TX	79081-0000	Campus Safe	\$0.00
397.	Hansford County Sheriff's Office (TX)	10 NW Court		Spearman	TX	79081-0000	COPsync Texas; Campus Safe	\$0.00
398.	Hardeman County Justice of the Peace Cou	314 Mercer St		Quanah	TX	79252-0607	Citation Integration	\$0.00

399.	Hardeman County Sheriff's Office (TX)	PO Box 266		Quanah	TX	79252-0000	CAD; RMS; JMS; COPsync Texas	\$0.00
400.	Harts Bluff ISD Police Department (TX)	3506 FM 1402		Mt. Pleasant	TX	75455-0000	COPsync Texas	\$0.00
401.	Haughton Police Department (LA)	120 West McKinley Ave		Haughton	LA	71037-0000	COPsync Lite	\$0.00
402.	Hawkins Municipal Court (TX)	200 Beaulah St		Hawkins	TX	75765-0000	Citation Integration	\$0.00
403.	Hawkins Police Department (TX)	212 Beaulah St	PO Box 329	Hawkins	TX	75767-0000	COPsync Texas; NIBRS Module	\$0.00
404.	Hawley Police Department (TX)	783 Avenue E	PO Box 649	Hawley	TX	79525-0000	COPsync Texas; NIBRS Module	\$0.00
405.	Hearne Municipal Court (TX)	209 Cedar St		Hearne	TX	77859-0000	Citation Integration	\$0.00
406.	Hearne Police Department (TX)	306 W 3rd St		Hearne	TX	77859-0000	CAD; COPsync Texas; NIBRS Module; RMS	\$0.00
407.	Helotes Municipal Court (TX)	12951 Bandera Road	PO Box 507	Helotes	TX	78023-0000	COURTsync	\$0.00
408.	Helotes Police Department (TX)	PO Box 507		Helotes	TX	78023-0000	COPsync Texas; NIBRS Module	\$0.00
409.	Hemphill County Sheriff's Office (TX)	401 Purcell Avenue		Canadian	TX	79014-0000	COPsync Texas	\$0.00
410.	Hemphill Police Department (TX)	210 Star St	PO Box 788	Hemphill	TX	75948-0000	COPsync Texas; NIBRS Module	\$0.00

411.	Henderson Police Department (LA)	1007 Amy Street		Henderson	LA	70517-0000	COPsync Lite	\$0.00
412.	Henrietta ISD Public Safety (TX)	1801 E. Crafton St		Henrietta	TX	76365-0000	COPsync Texas	\$0.00
413.	Henrietta Municipal Court (TX)	PO Box 71		Henrietta	TX	76365-0000	Citation Integration	\$0.00
414.	Hessmer Police Department (LA)	4142 Bordelon St		Hessmer	LA	71341-0000	COPsync Lite	\$0.00
415.	Hico Police Department (TX)	120 W. First St.	PO Box 533	Hico	TX	76457-0000	COPsync Texas; NIBRS Module	\$0.00
416.	Hidalgo County Constable Precinct 1 (TX)	1902 Joe Stephens Ave, Suite 303		Weslaco	TX	78596-0000	COPsync Texas	\$0.00
417.	Hidalgo County Constable Precinct 2 (TX)	300 W. Hall Acres	Ste. E	Pharr	TX	78577-0000	COPsync Texas	\$0.00
418.	Hinds County Sheriff's Office (MS)	407 E Pascagoula St		Jackson	MS	39201-0000	COPsync Texas	\$0.00
419.	Hitchcock ISD Police Department (TX)	6629 Farm to Market 2004		Hitchcock	TX	77563-0000	COPsync Texas; P&E (Property & Evidence); NIBRS Module	\$0.00
420.	Holland Municipal Court (TX)	102 W Travis		Holland	TX	76534-0000	Citation Integration	\$0.00
421.	Holland Police Department (TX)	104 W. Travis Street		Holland	TX	76534-0000	COPsync Texas; NIBRS Module	\$0.00

422.	Holliday Police Department (TX)	110 W. Olive		Holliday	TX	76366-0000	COPsync Texas; NIBRS Module	\$0.00
423.	Honey Grove Police Department (TX)	633 6th St #1		Honey Grove	TX	75446-0000	COPsync Texas; NIBRS Module	\$0.00
424.	Houma Police Department (LA)	500 Honduras Street		Houma	LA	70360-0000	COPsync Lite	\$0.00
425.	Housing Authority of New Orleans (LA)	4100 Touro St		New Orleans	LA	70122-0000	COPsync Lite	\$0.00
426.	Howard County Sheriff's Office (TX)	3613 W. Hwy 80	300 Main St Rm 105	Big Spring	TX	79720-0000	COPsync Texas	\$0.00
427.	Hubbard Police Department (TX)	118 North Magnolia Avenue		Hubbard	TX	76648-0000	COPsync Texas	\$0.00
428.	Hudson Municipal Court (TX)	3458 Ted Trout Drive		Hudson	TX	75904-0000	Citation Integration; WARRANTsync	\$0.00

429.	Hudson Police Department (TX)	3458 Ted Trout Dr.		Hudson	TX	75904-0000	Additional Licenses; COPsync Texas; Citation Integration; Data Migration; NIBRS Module; RMS; Setup, Installation & Remote Training	\$0.00
430.	Hudspeth County Constable Precinct 3 (TX)	109 Millican St		Sierra Blanca	TX	79851-0000	COPsync Texas	\$0.00
431.	Hughes Springs ISD Police (TX)	871 Taylor		Hughes Springs	TX	75656-0000	COPsync Texas; Setup, Installation & Remote Training; Admin TLETS Support	\$0.00
432.	Hughes Springs Police Department (TX)	603 East 1st Street	PO Box 805	Hughes Springs	TX	75656-0000	COPsync Texas; NIBRS Module	\$0.00
433.	Huntington Municipal Court (TX)	PO Box 349		Huntington	TX	75949-0000	Citation Integration	\$0.00
434.	Huntington Police Department (TX)	802 US-69	PO Box 349	Huntington	TX	75949-0000	COPsync Texas; NIBRS Module	\$0.00

435.	Hutchinson County Sheriff's Office (TX)	1400 Veta St		Borger	TX	79007-0000	COPsync Texas; NIBRS Module	\$0.00
436.	Independence Police Department (LA)	PO Box 687	269 E Railroad Ave	Independence	LA	70433-0000	COPsync Lite	\$0.00
437.	Iowa Colony Police Department (TX)	12003 County Road 65		Rosharon	TX	77583-0000	COPsync Texas; NIBRS Module	\$0.00
438.	Irion County Sheriff's Office (TX)	114 W Sherwood Ave	PO Box 859	Mertzon	TX	76941-0000	COPsync Texas	\$0.00
439.	Italy Municipal Court (TX)	161 W Main Street		Italy	TX	76651-0000	Citation Integration	\$0.00
440.	Italy Police Department (TX)	101 W. Main Street	PO Box 840	Italy	TX	76651-0000	COPsync Texas; NIBRS Module	\$0.00
441.	Itasca Municipal Court (TX)	126 N Hill		Itasca	TX	76055-0000	Citation Integration	\$0.00
442.	Itasca Police Department (TX)	126 N Hill St		Itasca	TX	76055-0000	COPsync Texas; NIBRS Module	\$0.00
443.	Ivanhoe Marshal's Office (TX)	870 Charmaine Drive E		Woodville	TX	75979-0000	COPsync Texas; NIBRS Module	\$0.00
444.	Ivanhoe Municipal Court (TX)	870 Charmaine Drive E		Ivanhoe	TX	75979-0000	WARRANTsync	\$0.00
445.	Jack County Constable (TX)	100 N. Main Street	Suite 101A	Jacksboro	TX	76458-0000	COPsync Texas	\$0.00

446.	Jack County Justice of the Peace (TX)	100 N Main St #206		Jacksboro	TX	76458-0000	Citation Integration	\$0.00
447.	Jack County Sheriff's Office (TX)	1432 FM 3344		Jacksboro	TX	76458-0000	CAD; JMS; NIBRS Module; RMS; COPsync Texas; Data Migration; ANI/ALI	\$0.00
448.	Jacksboro Police Department (TX)	124 E Belknap		Jacksboro	TX	76458-0000	Admin TLETS Support; Setup, Installation & Remote Training; COPsync Texas; Citation Integration	\$0.00
449.	Jackson Police Department (MS)	327 E. Pascagoula Street		Jackson	MS	39205-0000	CAD; COPsync; JMS; Mobile CAD; Onsite Training; RMS; ANI/ALI	\$0.00
450.	Jacksonville ISD Police Department (TX)	436 SE Loop 456		Jacksonville	TX	75766-0000	COPsync Texas	\$0.00
451.	Jeanerette Marshal's Office (LA)	1437 Main St		Jeanerette	LA	70544-0000	COPsync Lite	\$0.00

452.	Jefferson ISD Police Department (TX)	1600 Martin Luther King Drive		Jefferson	TX	75657-0000	COPsync Texas; NIBRS Module	\$0.00
453.	Jefferson Municipal Court (TX)	102 N Polk St		Jefferson	TX	75657-0000	Citation Integration	\$0.00
454.	Jefferson Police Department (TX)	102 N. Polk		Jefferson	TX	75657-0000	COPsync Texas; NIBRS Module	\$0.00
455.	Jennings Police Department (LA)	110 N Broadway St.	PO Box 1249	Jennings	LA	70546-0000	COPsync Lite; CAD; RMS; JMS; COPsync	\$0.00
456.	Jessamine County Animal Care and Control	120 Fairground Way		Nicholasville	KY	40356-0000	ALEN CAD; ALEN RMS	\$0.00
457.	Jim Hogg County Sheriff's Office (TX)	201 Old Cemetery Road		Hebbronville	TX	78361-0000	COPsync Texas; NIBRS Module	\$0.00
458.	Jim Wells County Constable Precinct 1 (TX)	200 N. Almond Street		Alice	TX	78332-0000	COPsync Texas	\$0.00
459.	Jim Wells County Constable Precinct 3 (TX)	12111 Highway 359	PO Box 28	Sandia	TX	78382-0000	COPsync Texas	\$0.00
460.	Jim Wells County Constable Precinct 4 (TX)	P.O. Box 1122		Premont	TX	78375-0000	COPsync Texas	\$0.00

461.	Jim Wells County Constable Precinct 5 (TX)	107 Armstrong Dr.	P.O. Box 1894	Orange Grove	TX	78332-0000	COPsync Texas	\$0.00
462.	Jim Wells County Constable Precinct 6 (TX)	229 CR 480		Alice	TX	78332-0000	COPsync Texas	\$0.00
463.	Johnson City Municipal Court (TX)	PO Box 369		Johnson City	TX	78636-0000	Citation Integration	\$0.00
464.	Johnson City Police Department (TX)	406 W. Main St	P.O. BOX 159	Johnson City	TX	78636-0000	COPsync Texas	\$0.00
465.	Jones County Sheriff's Office (TX)	402 2nd Street	PO Box 821	Anson	TX	79501-0000	COPsync Texas	\$0.00
466.	Jonesboro ISD Police Department (TX)	14909 E State Hwy 36		Jonesboro	TX	76538-0000	COPsync Texas; NIBRS Module	\$0.00
467.	Jonesboro Police Department (LA)	100 4th Street		Jonesboro	LA	71251-0000	ALEN RMS; ALEN SIMS (Search); ALEN eCitation	\$0.00
468.	Jourdanton Police Department (TX)	1604 St Highway 97 East	Ste C	Jourdanton	TX	78026-0000	COPsync Texas	\$0.00
469.	Junction ISD (TX)	1700 College Street		Junction	TX	76849-0000	Campus Safe	\$0.00

470.	Junction Municipal Court (TX)	730 Main St		Junction	TX	76849-0000	Citation Integration	\$0.00
471.	Junction Police Department (TX)	730 MAIN STREET	102 N 5th St	Junction	TX	76849-0000	COPsync Texas; NIBRS Module	\$0.00
472.	Karnes City Municipal Court (TX)	314 E. Calvert		Karnes City	TX	78118-0000	COPsync Texas	\$0.00
473.	Karnes City Police Department (TX)	211 E. Calvert St.		Karnes City	TX	78118-0000	COPsync Texas	\$0.00
474.	Karnes County Constable Precinct 1 (TX)	101 North Panna Maria Avenue		Karnes	TX	78118-0000	Admin TLETS Support; Setup, Installation & Remote Training; COPsync Texas	\$0.00
475.	Karnes County Constable Precinct 2 (TX)	101 North Panna Maria Avenue		Karnes	TX	78118-0000	Admin TLETS Support; COPsync Texas; Setup, Installation & Remote Training	\$0.00
476.	Karnes County Constable Precinct 3 (TX)	101 North Panna Maria Avenue		Karnes	TX	78118-0000	Setup, Installation & Remote Training; COPsync Texas; Admin TLETS Support	\$0.00

477.	Karnes County Constable Precinct 4 (TX)	101 North Panna Maria Avenue		Karnes	TX	78118-0000	Setup, Installation & Remote Training; COPsync Texas	\$0.00
478.	Karnes County Sheriff's Office (TX)	500 East Wall St.		Karnes City	TX	78118-0000	COPsync Texas; NIBRS Module	\$0.00
479.	Kearsarge Regional School District (NH)	457 North Road		Sutton	NH	03260-0000	Campus Safe	\$0.00
480.	Kemp ISD Police Department (TX)	905 S Main		Kemp	TX	75143-0000	Admin TLETS Support; COPsync Texas; Setup, Installation & Remote Training; Additional Licenses	\$0.00
481.	Kempner Municipal Court (TX)	12288 U.S. Hwy 190		Kempner	TX	76539-0000	Citation Integration	\$0.00
482.	Kempner Police Department (TX)	12288 US Hwy 190	PO Box 660	Kempner	TX	76539-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
483.	Kenedy County Justice of the Peace Preci	PO Box 8		Sarita	TX	78385-0000	Citation Integration	\$0.00

484.	Kenedy County Justice of the Peace Preci	PO Box 8		Sarita	TX	78385-0000	Citation Integration	\$0.00
485.	Kenedy County Justice of the Peace Preci	PO Box 8		Sarita	TX	78385-0000	Citation Integration	\$0.00
486.	Kenedy County Justice of the Peace Preci	PO Box 8		Sarita	TX	78385-0000	Citation Integration	\$0.00
487.	Kenedy County Sheriff's Office (TX)	175 Cuellar Ave	PO Box 10	Sarita	TX	78385-0000	CAD; COPsync Texas; JMS; NIBRS Module; RMS	\$0.00
488.	Kenedy Municipal Court (TX)	222 Tiden St.		Kenedy	TX	78119-0000	COURTsync; Citation Integration; WARRANTsync	\$0.00
489.	Kenedy Police Department (TX)	119 S 3rd St		Kenedy	TX	78119-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
490.	Kenner Police Department (LA)	500 Veterans Blvd		Kenner	LA	70062-0000	COPsync Lite	\$0.00
491.	Kent County Sheriff's Office (TX)	227 S. Main St.	P. O. Box 7	Jayton	TX	79528-0000	COPsync Texas	\$0.00
492.	Kentwood Police Department (LA)	308 Avenue G		Kentwood	LA	70444-0000	COPsync Lite	\$0.00

493.	Kerens Municipal Court (TX)	200 S Colket	PO Box 160	Kerens	TX	75144-0000	Citation Integration	\$0.00
494.	Kerens Police Department (TX)	200 S. Colket Avenue	P.O. Box 160	Kerens	TX	75144-0000	COPsync Texas; NIBRS Module	\$0.00
495.	Kermit ISD (TX)	601 S. Poplar St		Kermit	TX	79745-0000	COPsync Texas	\$0.00
496.	Kermit Police Department (TX)	110 S. Tornillo		Kermit	TX	79745-0000	CAD; COPsync Texas; NIBRS Module; RMS	\$0.00
497.	Kimble County Justice of the Peace Count	501 Main St		Junction	TX	76849-0000	Citation Integration	\$0.00
498.	Kimble County Sheriff's Office (TX)	415 Pecan Street		Junction	TX	76849-0000	CAD; JMS; COPsync Texas; NIBRS Module; RMS	\$0.00
499.	Kinney County Sheriff's Office (TX)	109 North St		Brackettville	TX	78832-0000	COPsync Texas; NIBRS Module	\$0.00
500.	Kirby Police Department (TX)	4130 Ackerman Road		Kirby	TX	78219-0000	COPsync Texas; NIBRS Module	\$0.00
501.	Kleberg County Sheriff's Office (TX)	1500 E King Ave		Kingsville	TX	78363-0000	CAD; COPsync Texas; NIBRS Module; RMS	\$0.00
502.	Knox City Police Department (TX)	902 E. Main St.		Knox City	TX	79529-0000	COPsync Texas; NIBRS Module	\$0.00

503.	Knox County Sheriff's Office (TX)	104 S. Stewart	PO Box 257	Benjamin	TX	79505-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
504.	Kopperl ISD Police Department (TX)	175 County Road 1240		Koeperl	TX	76652-0000	COPsync Texas	\$0.00
505.	Kountze ISD (TX)	P O Box 460		Kountze	TX	77625-0000	COPsync Texas; Setup, Installation & Remote Training; Admin TLETS Support	\$0.00
506.	La Grulla Municipal Court (TX)	194 FM2360		La Grulla	TX	78548-0000	Citation Integration	\$0.00
507.	La Grulla Police Department (TX)	194 S. FM 2360	PO Box 197	La Grulla	TX	78548-0000	COPsync Texas; NIBRS Module	\$0.00
508.	La Salle County Constable Precinct 2 (TX	101 Courthouse Square		Cotulla	TX	78014-0000	COPsync Texas	\$0.00
509.	La Salle County Constable Precinct 4 (TX	101 Courthouse Square		Cotulla	TX	78014-0000	COPsync Texas	\$0.00
510.	La Salle County Sheriff's Office (TX)	101 Courthouse Square		Cotulla	TX	78014-0000	COPsync Texas; NIBRS Module; CAD; RMS; JMS	\$0.00
511.	La Salle Justice of the Peace Precinct 1	101 Courthouse Sq		Cotulla	TX	78014-0000	Citation Integration	\$0.00

512.	La Salle Justice of the Peace Precinct 3	707 Buckley		Cotulla	TX	78014-0000	Citation Integration	\$0.00
513.	La Salle Parish Sheriff's Office (LA)	PO BOX 70		Jena	LA	71342-0000	COPsync Lite	\$0.00
514.	La Vernia Police Department (TX)	102 E Chihuahua	PO Box 225	La Vernia	TX	78121-0000	COPsync Texas	\$0.00
515.	Ladonia Municipal Court (TX)	PO Box 5		Ladonia	TX	75449-0000	Citation Integration	\$0.00
516.	Lafayette City Prosecutor (LA)	2100 Jefferson St		Lafayette	LA	70501-0000	COPsync Lite	\$0.00
517.	Lafayette Marshal's Office (LA)	105 E Convent St.		Lafayette	LA	70501-0000	COPsync Lite	\$0.00
518.	Lafayette Police Department (LA)	900 East University Avenue		Lafayette	LA	70503-0000	COPsync Lite	\$0.00
519.	Lafourche Parish Sheriff's Office (LA)	PO Box 5608		Thibodeaux	LA	70302-0000	COPsync Lite	\$0.00
520.	Lake Charles City Marshal (LA)	118 W Mill Street		Lake Charles	LA	70601-0000	COPsync Lite	\$0.00
521.	Lake Charles Police Department (LA)	830 Enterprise Blvd	PO Box 1564	Lake Charles	LA	70601-0000	COPsync Lite	\$0.00
522.	Lakeport Municipal Court (TX)	207 Milam Rd		Longview	TX	75603-0000	Citation Integration	\$0.00

523.	Lakeport Police Department (TX)	207 Milam Rd.		Longview	TX	75603-0000	COPsync Texas; NIBRS Module	\$0.00
524.	Lampasas County Constable's Office Precinct	13 Alexander		Lampasas	TX	76550-0000	COPsync Texas; Setup, Installation & Remote Training; Admin TLETS Support	\$0.00
525.	Lancaster ISD Police Department (TX)	814 W. Pleasant Run Rd		Lancaster	TX	75146-0000	CAD; NIBRS Module; RMS; COPsync Texas	\$0.00
526.	Lecompte Police Department (LA)	1305 Wall St		Lecompte	LA	71346-0000	COPsync Lite	\$0.00
527.	Leesburg Police Department (GA)	P.O. Box 890		Leesburg	GA	31763-0000	ALEN RMS; ALEN SIMS (Search); ALEN eCitation	\$0.00
528.	Leon ISD Police Department (TX)	12169 Hwy 79 West		Jewett	TX	75846-0000	COPsync Texas	\$0.00
529.	Leonard ISD Police Department (TX)	1 Tiger Alley		Leonard	TX	75452-0000	Admin TLETS Support; COPsync Texas; NIBRS Module; Setup, Installation & Remote Training	\$0.00
530.	Leonard Municipal Court (TX)	PO Box 1270		Leonard	TX	75452-0000	Citation Integration	\$0.00

531.	Leonard Police Department (TX)	105 S Main St,	PO Box 1270	Leonard	TX	75452-0000	COPsync Texas; NIBRS Module	\$0.00
532.	Leonville Police Department (LA)	3722 HWY 31		Leonville	LA	70551-0000	COPsync Lite	\$0.00
533.	Lexington Police Department (TX)	650 Main St		Lexington	TX	78947-0000	COPsync Texas; NIBRS Module	\$0.00
534.	Liberty County Constable Precinct 1 (TX)	2103 Cos St.		Liberty	TX	77575-0000	COPsync Texas	\$0.00
535.	Liberty County Constable Precinct 2 / In	3556 FM 160	PO Box 31	Ray Wood	TX	77587-0000	COPsync Texas	\$0.00
536.	Liberty County Constable Precinct 3 (TX)	650 CR 2010		Liberty	TX	77575-0000	COPsync Texas	\$0.00
537.	Liberty County Constable Precinct 4 (TX)	1300 West Clayton		Dayton	TX	77535-0000	COPsync Texas	\$0.00
538.	Liberty County Constable Precinct 5 (TX)	22350 Hwy 321		Cleveland	TX	77327-0000	COPsync Texas	\$0.00
539.	Liberty County Constable Precinct 6 (TX)	306 Campbell		Cleveland	TX	77327-0000	COPsync Texas	\$0.00
540.	Lincoln Parish Sheriff's Office (LA)	PO Box 2070		Ruston	LA	71273-0000	COPsync Lite	\$0.00
541.	Lindale ISD (TX)	505 Pierce St		Lindale	TX	75771-0000	Campus Safe	\$0.00

542.	Lindale ISD Police Department (TX)	505 Pierce St		Lindale	TX	75771-0000	COPsync Texas	\$0.00
543.	Linden Police Department (TX)	102 North Taylor		Linden	TX	75563-0000	COPsync Texas; NIBRS Module	\$0.00
544.	Lindsay Police Department (TX)	608 North Ash Street	P.O. Box 153	Lindsay	TX	76250-0000	COPsync Texas; NIBRS Module	\$0.00
545.	Lipscomb County Sheriff's Office (TX)	105 Oak St.		Lipscomb	TX	79056-0000	CAD; COPsync Texas; JMS; NIBRS Module; RMS; ANI/ALI	\$0.00
546.	Little River Academy Municipal Court (TX	509 E Main St		Little River-Academy	TX	76554-0000	Citation Integration	\$0.00
547.	Little River Academy Police Department	509 E Main	PO Box 521	Little River	TX	76554-0000	COPsync Texas	\$0.00
548.	Live Oak County Sheriff's Office (TX)	200 Larry R. Busby Dr.		George West	TX	78022-0000	COPsync Texas	\$0.00
549.	Livonia Police Department (LA)	307 PO Box		Livonia	LA	70755-0000	COPsync Lite	\$0.00
550.	Llano County Attorney's Office (TX)	801 Ford Street, Room 111		Burnet	TX	78611-0000	COPsync Texas	\$0.00
551.	Llano County Constable Precinct 2 (TX)	8347 Ranch Rd 1431		Buchanan Dam	TX	78609-0000	COPsync Texas; NIBRS Module	\$0.00

552.	Llano County Sheriff's Office (TX)	2001 State Hwy. 16 North	Ste A	Llano	TX	78643-0000	COPsync Texas	\$0.00
553.	Llano ISD Police Department (TX)	1400 Oatman Street		Llano	TX	78643-0000	COPsync Texas; NIBRS Module	\$0.00
554.	Llano Municipal Court (TX)	301 W Main St		Llano	TX	78643-0000	Citation Integration	\$0.00
555.	Llano Police Department (TX)	123 Robinson Park Drive		Llano	TX	78643-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
556.	Log Cabin Municipal Court (TX)	14387 Alamo Rd		Log Cabin	TX	75148-0000	Citation Integration	\$0.00
557.	Log Cabin Police Department (TX)	14387 Alamo Rd		Log Cabin	TX	75148-0000	Additional Licenses; COPsync Texas; Setup, Installation & Remote Training	\$0.00
558.	Lometa Municipal Court (TX)	PO Box 280		Lometa	TX	76853-0000	Citation Integration	\$0.00
559.	Lometa Police Department (TX)	100 E. San Saba	PO Box 280	Lometa	TX	76853-0280	COPsync Texas; NIBRS Module	\$0.00
560.	Lone Oak ISD Police Department (TX)	8162 Hwy 69 S		Lone Oak	TX	75453-0000	COPsync Texas	\$0.00

561.	Lone Oak Municipal Court (TX)	PO Box 127		Lone Oak	TX	75453-0000	Citation Integration	\$0.00
562.	Lone Oak Police Department (TX)	115 Town Square	PO Box 127	Lone Oak	TX	75453-0000	COPsync Texas	\$0.00
563.	Lone Star Municipal Court (TX)	PO Box 1503		Lone Star	TX	75668-0000	Citation Integration	\$0.00
564.	Lone Star Police Department (TX)	101 N Jefferson Street	PO Box 218	Lone Star	TX	75668-0000	COPsync Texas; NIBRS Module	\$0.00
565.	Lorena Municipal Court (TX)	107-A S Frontage Rd		Lorena	TX	76655-0000	Citation Integration	\$0.00
566.	Lorena Police Department (TX)	100 N. Bordon Street	107-A South Frontage Road	Lorena	TX	76655-0000	COPsync Texas	\$0.00
567.	Louisiana Department of Justice (LA)	1885 N 3rd Street		Baton Rouge	LA	70802-0000	COPsync Lite	\$0.00
568.	Louisiana Department of Public Safety (L	PO Box 3898		Baton Rouge	LA	70821-0000	COPsync Lite; CCH	\$0.00
569.	Louisiana State Department of Diplomatic	426 Canal St.	#426	New Orleans	LA	70130-0000	COPsync Lite	\$0.00
570.	Louisiana State Fire Marshal (LA)	8181 Independence Blvd.		Baton Rouge	LA	70806-0000	COPsync Lite	\$0.00

571.	Louisiana State Police (LA)	7919 Independence Blvd.		Baton Rouge	LA	70806-0000	COPsync Lite	\$0.00
572.	Loving County Constable Office Precinct	100 Bell Street	PO Box 194	Mentone	TX	79754-0000	COPsync Texas	\$0.00
573.	Loving County Justice of the Peace (TX)	324 Dallas St	PO Box 216	Mentone	TX	79754-0000	Citation Integration; WARRANTsync	\$0.00
574.	Loving County Sheriff's Office (TX)	114 West Collins Ave	PO Box 104	Mentone	TX	79754-0000	COPsync Texas; NIBRS Module	\$0.00
575.	LSU Police Department (LA)	204 Thomas Boyd Hall		Baton Rouge	LA	70803-0000	COPsync Lite	\$0.00
576.	Lubbock County Constable Precinct 1 (TX)	904 Broadway Suite 120	PO Box 10536	Lubbock	TX	79401-0000	COPsync Texas	\$0.00
577.	Lynn County Sheriff's Office (TX)	810 Lockwood St	PO Box 295	Tahoka	TX	79373-0000	CAD; COPsync Texas; JMS; NIBRS Module; RMS	\$0.00
578.	Lytle Municipal Court (TX)	PO Box 743		Lytle	TX	78052-0000	COPsync Texas; Citation Integration	\$0.00
579.	Lytle Police Department (TX)	15245 Hester St.	PO Box 750	Lytle	TX	78052-0000	COPsync Texas	\$0.00
580.	Mabank ISD Police Department (TX)	310 E Market St		Mabank	TX	75147-0000	COPsync Texas; NIBRS Module	\$0.00

581.	Madison Police Department (MS)	2001 Main Street	PO Box 2489	Madison	MS	39110-0000	COPsync Texas	\$0.00
582.	Madisonville Police Department (LA)	400 Cedar St		Madisonville	LA	70447-0000	COPsync Lite	\$0.00
583.	Magnolia Municipal Court (TX)	18111 Buddy Riley Blvd		Magnolia	TX	77354-0000	Citation Integration; WARRANTsync	\$0.00
584.	Magnolia Police Department (TX)	18111 Buddy Riley Blvd		Magnolia	TX	77354-0000	COPsync Texas; NIBRS Module; P&E (Property & Evidence); RMS	\$0.00
585.	Malakoff Municipal Court (TX)	PO Box 1177		Malakoff	TX	75148-0000	Citation Integration	\$0.00
586.	Malakoff Police Department (TX)	PO Box 1177	PO Box 1177	Malakoff	TX	75148-0000	COPsync Texas	\$0.00
587.	Mamou Police Department (LA)	501 Main Street		Mamou	LA	70554-0000	COPsync Lite	\$0.00
588.	Manor ISD Police Department (TX)	10335 US Hwy 290E		Manor	TX	78653-0000	Admin TLETS Support; CAD; COPsync Texas; NIBRS Module; Setup, Installation & Remote Training	\$0.00
589.	Many Police Department (LA)	965 San Antonio Ave		Many	LA	71449-0000	COPsync Lite	\$0.00

590.	Marfa Municipal Court (TX)	PO Box 787		Marfa	TX	79843-0000	Citation Integration	\$0.00
591.	Marfa Police Department (TX)	113 S. Highland Ave		Marfa	TX	79843-0000	COPsync Texas; NIBRS Module	\$0.00
592.	Marine Corps Police Department (GA)	814 Radford Blvd		Albany	GA	31704-0000	ALEN SIMS (Search)	\$0.00
593.	Marion Municipal Court (TX)	300 S. Center St		Marion	TX	78124-0000	Citation Integration	\$0.00
594.	Marion Police Department (TX)	303 S Center Street	PO Box 158	Marion	TX	78124-0000	COPsync Texas; NIBRS Module	\$0.00
595.	Marksville Police Department (LA)	422 North Main Street		Marksville	LA	71351-0000	COPsync Lite	\$0.00
596.	Marlin ISD Police Department (TX)	678 Success Lane		Marlin	TX	76661-0000	COPsync Texas; NIBRS Module	\$0.00
597.	Marlin Municipal Court (TX)	101 Fortune St		Marlin	TX	76661-0000	WARRANTsync	\$0.00
598.	Marlin Police Department (TX)	101 Fortune St	PO Box 980	Marlin	TX	76661-0000	CAD; COPsync Texas; NIBRS Module; RMS	\$0.00
599.	Mart Municipal Court (TX)	112 N Commerce Street	PO Box 360	Mart	TX	76664-0000	Citation Integration	\$0.00
600.	Mart Police Department (TX)	112 N Commerce		Mart	TX	76664-0000	COPsync Texas; NIBRS Module	\$0.00

601.	Martindale Fire Rescue (TX)	111 Lockhart St		Martindale	TX	78655-0000	Additional Licenses; Setup, Installation & Remote Training; CAD	\$0.00
602.	Martindale Municipal Court (TX)	PO Box 365		Martindale	TX	78655-0000	Citation Integration	\$0.00
603.	Martindale Police Department (TX)	409 Main St.	PO Box 365	Martindale	TX	78655-0000	COPsync Texas; NIBRS Module	\$0.00
604.	Mason County Sheriff's Office (TX)	210 Westmoreland Ave.		Mason	TX	76856-0000	CAD; COPsync Texas; JMS; NIBRS Module; RMS	\$0.00
605.	Mason Justice of the Peace Countywide (T	PO Box 675		Mason	TX	76856-0000	Citation Integration	\$0.00
606.	Mathis Police Department (TX)	214 N. Nueces Street		Mathis	TX	78368-0000	CAD; COPsync Texas; CSS; NIBRS Module; RMS	\$0.00
607.	Maud Police Department (TX)	301 Maple Street	PO Box 100	Maud	TX	75567-0000	COPsync Texas; NIBRS Module	\$0.00
608.	Maud Police ISD Police Department (TX)	389 Houston St		Maud	TX	75567-0000	COPsync Texas	\$0.00

609.	Maypearl Municipal Court (TX)	104 E. Second Street	Post Office Box 400	Maypearl	TX	76064-0000	Citation Integration	\$0.00
610.	Maypearl Police Department (TX)	104 East 2nd Street		Maypearl	TX	76064-0000	COPsync Texas; NIBRS Module	\$0.00
611.	McCulloch County Sheriff's Office (TX)	900 E Main		Brady	TX	76825-0000	COPsync Texas; NIBRS Module; JMS; RMS; CAD	\$0.00
612.	McLennan Community College Police Depart	1400 College Drive		Waco	TX	76708-0000	Additional Licenses; CAD; COPsync Texas; NIBRS Module; Onsite Training; Setup, Installation & Remote Training	\$0.00
613.	McMullen County Constable (TX)	401 Main St		Tilden	TX	78072-0000	Admin TLETS Support; COPsync Texas; NIBRS Module	\$0.00
614.	McMullen County Sheriff's Office (TX)	401 Main Street	PO Box 242	Tilden	TX	78072-0000	COPsync Texas; RMS	\$0.00
615.	McMullen ISD (TX)	901 River Street		Tilden	TX	78072-0000	Campus Safe	\$0.00
616.	McMullen Justice of the Peace Countywide	504 Courthouse Drive	PO Box 238	Tilden	TX	78072-0000	Citation Integration	\$0.00

617.	McNeese State University Police Departme	Po Box 92935		Lake Charles	LA	70609-0000	COPsync Lite	\$0.00
618.	Medina County Constable Precinct 2 (TX)	1312 Geneva		Castroville	TX	78009-0000	COPsync Texas	\$0.00
619.	Memphis Police Department (TX)	721 W. Robertson Street		Memphis	TX	79245-0000	COPsync Texas; NIBRS Module	\$0.00
620.	Menard County Commissioners Court (TX)	P.O. Box 1038	206 E. San Saba Ave.	Menard	TX	76859-0000	Campus Safe	\$0.00
621.	Menard County Sheriff's Office (TX)	205 Tipton Street	PO Box 307	Menard	TX	76859-0000	CAD; COPsync Texas; JMS; NIBRS Module	\$0.00
622.	Menard Justice of the Peace Countywide	206 E. San Saba Ave	PO Box 1095	Menard	TX	76859-0000	Citation Integration	\$0.00
623.	Mercer County Sheriff's Office (MO)	802 E Main St		Princeton	MO	64673-0000	CAD; RMS; JMS	\$0.00
624.	Meridian ISD (TX)	500 Yellow Jacket Dr.		Meridian	TX	76665-0000	COPsync Texas	\$0.00
625.	Meridian Municipal Court (TX)	PO Box 306		Meridian	TX	76665-0000	Citation Integration	\$0.00
626.	Meridian Police Department (MS)	510 22nd Ave South		Meridian	MS	39301-0000	COPsync Texas	\$0.00

627.	Meridian Police Department (TX)	111 N Main Street		Meridian	TX	76665-0000	COPsync Texas; NIBRS Module	\$0.00
628.	Merrimac Police Department (MA)	16 East Main Street		Merrimac	MA	01860-0000	Campus Safe	\$0.00
629.	Miami-Dade County (FL)	111 NW 1 St. 26th Floor		Miami	FL	33128-0000	A-Form	\$0.00
630.	Midland College Police Department (TX)	3600 North Garfield Street		Midland	TX	79705-0000	COPsync Texas; NIBRS Module	\$0.00
631.	Midland County Hospital District Police	400 Rosalind Redfern Grover Parkway		Midland	TX	79701-0000	CAD; COPsync Texas; NIBRS Module; P&E (Property & Evidence)	\$0.00
632.	Midland ISD Police Department (TX)	615 W. Missouri Ave.		Midland	TX	79701-0000	CAD; COPsync Texas; NIBRS Module; RMS	\$0.00
633.	Milam County Constable Precinct 1 (TX)	600 E Main Street	PO Box 895	Buckholts	TX	76518-0000	COPsync Texas	\$0.00
634.	Milam County Sheriff's Office (TX)	512 N. Jefferson Suite A		Cameron	TX	76520-0000	COPsync Texas; NIBRS Module	\$0.00
635.	Miles Municipal Court (TX)	PO Box 398		Miles	TX	76861-0000	WARRANTsync	\$0.00
636.	Miles Police Department (TX)	110 Robinson St	PO Box 398	Miles	TX	76861-0000	COPsync Texas; NIBRS Module	\$0.00

637.	Milford Municipal Court (TX)	107 S Main St	PO Box 26	Milford	TX	76670-0000	Citation Integration	\$0.00
638.	Milford Police Department (TX)	107 S. Main	P.O. Box 538	Milford	TX	76670-0000	COPsync Texas; NIBRS Module	\$0.00
639.	Minden Police Department (LA)	520 Broadway St		Minden	LA	71058-0000	CAD; CSS; Citation Integration; COPsync; COPsync Lite; RMS	\$0.00
640.	Mineola ISD Police Department (TX)	1000 W. Loop 564		Mineola	TX	75773-0000	COPsync Texas; NIBRS Module	\$0.00
641.	Mineola Municipal Court (TX)	300 Greenville Ave	PO Box 179	Mineola	TX	75773-0000	Citation Integration	\$0.00
642.	Mineola Police Department (TX)	300 Greenville Hwy		Mineola	TX	75773-0000	COPsync Texas	\$0.00
643.	Mitchell County Sheriff's Office (TX)	333 Pine St		Colorado City	TX	79512-0000	CAD; COPsync Texas; JMS; NIBRS Module; RMS	\$0.00
644.	Montague County Sheriff's Office (TX)	111 S Grand	PO Box 127	Montague	TX	76251-0000	COPsync Texas	\$0.00
645.	Montgomery Police Department (TX)	101 Old Plantersville Rd.	PO Box 708	Montgomery	TX	77316-0000	COPsync Texas; NIBRS Module	\$0.00
646.	Moody Police Department (TX)	606 Avenue E		Moody	TX	76557-0000	COPsync Texas	\$0.00

647.	Morehouse Parish Sheriff's Office (LA)	351 South Franklin ST		Bastrop	LA	71220-0000	COPsync Lite	\$0.00
648.	Morris County Sheriff's Office (TX)	502 Union St.		Daingerfield	TX	75638-0000	COPsync Texas	\$0.00
649.	Motley County Sheriff's Office (TX)	701 Dundee Street	PO Box 715	Matador	TX	79244-0000	COPsync Texas; NIBRS Module	\$0.00
650.	Motley Justice of the Peace Countywide	PO Box 657		Matador	TX	79244-0000	Citation Integration	\$0.00
651.	Moulton Municipal Court (TX)	102 S. Main		Moulton	TX	77975-0000	Citation Integration	\$0.00
652.	Moulton Police Department (TX)	102 S. Main		Moulton	TX	77975-0000	COPsync Texas; NIBRS Module	\$0.00
653.	Mount Enterprise Marshal's Office (TX)	103 West Gregg Street		Mount Enterprise	TX	75681-0000	COPsync Texas; NIBRS Module	\$0.00
654.	Mount Enterprise Municipal Court (TX)	103 W. Gregg St		Mount Enterprise	TX	75681-0000	Citation Integration	\$0.00
655.	Mount Pleasant ISD Police (TX)	2230 N Edwards	PO BOX 1117	Mount Pleasant	TX	75456-0000	COPsync Texas; NIBRS Module	\$0.00
656.	Mount Vernon ISD Police Department (TX)	501 Highway 37 South		Mount Vernon	TX	75457-0000	COPsync Texas	\$0.00

657.	Myrtle Police Department (MS)	P.O. Box 127		Myrtle	MS	38650-0000	ALEN SIMS (Search)	\$0.00
658.	Naples Municipal Court (TX)	PO Box 340		Naples	TX	75568-0000	COURTsync; Citation Integration; WARRANTsync	\$0.00
659.	Naples Police Department (TX)	PO Box 340		Naples	TX	75568-0000	COPsync Texas; NIBRS Module	\$0.00
660.	Natalia Municipal Court (TX)	2078 State Highway 132 N	PO Box 270	Natalia	TX	78059-0000	Citation Integration	\$0.00
661.	Natalia Police Department (TX)	300 3rd St.		Natalia	TX	78059-0000	COPsync Texas; NIBRS Module	\$0.00
662.	Natchitoches Parish Sheriff's Office (LA	200 Church St #210	PO Box 266	Natchitoches	LA	71457-0000	COPsync Lite	\$0.00
663.	Natchitoches Police Department (LA)	400 Amulet Street	PO Box 928	Natchitoches	LA	71457-0000	COPsync Lite	\$0.00
664.	Navarro County Constable Precinct 1 (TX)	300 W. 3rd Ave		Corsicana	TX	75110-0000	COPsync Texas; Setup, Installation & Remote Training; Admin TLETS Support	\$0.00

665.	Navarro County Constable Precinct 2 (TX)	300 W 3rd Ave		Corsicana	TX	75110-0000	Admin TLETS Support; COPsync Texas; Setup, Installation & Remote Training	\$0.00
666.	Navarro County Constable Precinct 3 (TX)	300 W. 3rd Ave		Corsicana	TX	75110-0000	COPsync Texas; Setup, Installation & Remote Training; Admin TLETS Support	\$0.00
667.	Navarro County Constable Precinct 4 (TX)	300 W. 3rd Ave		Corsicana	TX	75110-0000	COPsync Texas; Admin TLETS Support; Setup, Installation & Remote Training	\$0.00
668.	NCDA & CS Forest Service (NC)	2411 Old US 70 W		Clayton	NC	27520-0000	ALEN SIMS (Search)	\$0.00
669.	New Berlin Marshal's Office (TX)	9180 FM 775		La Vernia	TX	78121-0000	COPsync Texas; Setup, Installation & Remote Training	\$0.00
670.	New Berlin Municipal Court (TX)	9180 FM 775		New Berlin	TX	78121-0000	Citation Integration	\$0.00
671.	New Deal Police Department (TX)	404 Monroe Ave	PO Box 126	New Deal	TX	79350-0000	COPsync Texas; NIBRS Module	\$0.00

672.	New Home ISD Police Department (TX)	225 Main St.		New Home	TX	79381-0000	COPsync Texas; Setup, Installation & Remote Training	\$0.00
673.	New London Municipal Court (TX)	180 Phillips St.		Overton	TX	75682-0000	Citation Integration	\$0.00
674.	New London Police Department (TX)	PO Box 428	160 Phillips	Overton	TX	75682-0000	COPsync Texas; Setup, Installation & Remote Training	\$0.00
675.	New Orleans ATF - William Tonglet (LA)	5757 Corporate Boulevard	Suite 300	Baton Rouge	LA	70808-0000	COPsync Lite	\$0.00
676.	New Summerfield Municipal Court (TX)	PO Box 38		New Summerfield	TX	75780-0000	Citation Integration	\$0.00
677.	New Summerfield Police Department (TX)	13280 hwy 110		New Summerfield	TX	75780-0000	COPsync Texas	\$0.00
678.	Newman International Academy Department	1114 West FM 1382	Hopkins Bldg., Ste 100	Cedar Hill	TX	75104-0000	COPsync Texas; Onsite Training; Admin TLETS Support; Additional Licenses; Setup, Installation & Remote Training	\$0.00

679.	Newton ISD Police Department (TX)	720 Rusk Street		Newton	TX	75966-0000	COPsync Texas; Setup, Installation & Remote Training	\$0.00
680.	Nixon Municipal Court (TX)	106 W 3rd St		Nixon	TX	78140-0000	COURTsync	\$0.00
681.	Nixon Police Department (TX)	106 W. Third St.		Nixon	TX	78140-0000	COPsync Texas; CSS; NIBRS Module; RMS	\$0.00
682.	Nocona Municipal Court (TX)	101 Cooke St		Nocona	TX	76255-0000	Citation Integration	\$0.00
683.	Nocona Police Department (TX)	101 Cooke St.		Nocona	TX	76255-0000	COPsync Texas; NIBRS Module	\$0.00
684.	Normangee ISD Police Department (TX)	116 Spur 3		Normangee	TX	77871-0000	COPsync Texas; NIBRS Module	\$0.00
685.	North Bosque EMS (TX)	603 N. Avenue G		Clifton	TX	76634-0000	Integrations	\$0.00
686.	North Carolina Port Authority (NC)	P.O. Box 9002		Wilmington	NC	28401-0000	ALEN SIMS (Search)	\$0.00
687.	North Reading Police Department (MA)	150 Park Street		North Reading	MA	01864-0000	Campus Safe	\$0.00
688.	North Reading Public Schools (MA)	189 Park Street		North Reading	MA	01864-0000	Campus Safe	\$0.00

689.	North State Company Police (NC)	7990 North Point Blvd	Suite 120	Winston Salem	NC	27106-0000	ALEN RMS	\$0.00
690.	Northwestern State University Police Dep	315 Caspari St	PO Box 5322	Natchitoches	LA	71497-0000	COPsync Lite	\$0.00
691.	Nueces County Constable Precinct 3 (TX)	115 South Ash St.		Bishop	TX	78343-0000	Setup, Installation & Remote Training; COPsync Texas; Admin TLETS Support	\$0.00
692.	O'Donnell Police Department (TX)	615 8th St.		O'Donnell	TX	79351-0000	COPsync Texas; NIBRS Module	\$0.00
693.	Oak Ridge Police Department (Cooke) (TX)	129 Oak Ridge Drive		Gainesville	TX	76240-0000	COPsync Texas; NIBRS Module	\$0.00
694.	Oak Ridge Town of Municipal Court (TX)	129 Oak Ridge Dr		Gainesville	TX	76240-0000	Citation Integration; COPsync Texas	\$0.00
695.	Ochiltree County Constable (TX)	511 S. Main		Perryton	TX	79070-0000	COPsync Texas	\$0.00
696.	Ochiltree County Sheriff's Office (TX)	511 South Ash Street		Perryton	TX	79070-0000	COPsync Texas	\$0.00
697.	Oconee Judicial Circuit (GA)	P.O. Box 1027		Eastman	GA	31023-0000	ALEN SIMS (Search)	\$0.00

698.	Odem Municipal Court (TX)	217 E Market		Sinton	TX	78387-0000	Citation Integration	\$0.00
699.	Odem Police Department (TX)	1100 Voss Ave		Odem	TX	78370-0000	CAD; COPsync Texas; NIBRS Module; RMS	\$0.00
700.	Office of Inspector General (LA)	PO Box 94095		Baton Rouge	LA	70804-9095	COPsync Lite	\$0.00
701.	Oldham County Sheriff's Office (TX)	105 Main St	PO Box 452	Vega	TX	79092-0000	COPsync Texas; NIBRS Module	\$0.00
702.	Oldham Justice of the Peace Countywide	PO Box 370		Vega	TX	79092-0000	Citation Integration	\$0.00
703.	Olla Police Department (LA)	PO Box 903		Olla	LA	71465-0000	COPsync Lite	\$0.00
704.	Olney Municipal Court (TX)	201 E Main Street	PO Box 546	Olney	TX	76374-0000	Citation Integration	\$0.00
705.	Olney Police Department (TX)	101 E. Hamilton	PO Box 546	OLNEY	TX	76374-0546	CAD; COPsync Texas; NIBRS Module	\$0.00
706.	Omaha Police Department (TX)	305 White Oak Ave.	PO Box 937	Omaha	TX	75571-0000	COPsync Texas	\$0.00
707.	Onalaska Police Department (TX)	PO Box 880	PO Box 880	Onalaska	TX	77360-0000	COPsync Texas; NIBRS Module	\$0.00
708.	Opelousas Police Department (LA)	318 N. Court Street	PO Box 1757	Opelousas	LA	70570-0000	COPsync Lite	\$0.00
709.	Ore City Municipal Court (TX)	302 East Main	PO Box 327	Ore City	TX	75683-0000	Citation Integration	\$0.00

710.	Ore City Police Department (TX)	302 E Main St		Ore City	TX	75683-0000	COPsync Texas; CSS; NIBRS Module; RMS	\$0.00
711.	Orleans Parish District Attorney's Office	1340 Poydras St		New Orleans	LA	70112-0000	COPsync Lite	\$0.00
712.	Orleans Parish District Attorney's Office	619 South White Street		New Orleans	LA	70119-0000	COPsync Lite	\$0.00
713.	Otto Kaiser Memorial Hospital (TX)	3349 U.S. 181		Kenedy	TX	78119-0000	COPsync Texas	\$0.00
714.	Paducah Municipal Court (TX)	PO Box 759		Paducah	TX	79248-0000	Citation Integration	\$0.00
715.	Paducah Police Department (TX)	804 10th St		Paducah	TX	79248-0000	COPsync Texas; NIBRS Module	\$0.00
716.	Palestine ISD Police Department (TX)	1007 East Park Ave		Palestine	TX	75801-0000	COPsync Texas; NIBRS Module	\$0.00
717.	Palmer Police Department (TX)	114 W. Jefferson		Palmer	TX	75152-0000	NIBRS Module; RMS; COPsync Texas; Data Migration	\$0.00
718.	Palo Pinto County Constable Precinct 2 (	PO Box 171		Graford	TX	76449-0000	COPsync Texas	\$0.00

719.	Palo Pinto County Constable Precinct 3 (	PO Box 532		Graham	TX	76450-0000	COPsync Texas	\$0.00
720.	Palo Pinto County Constable Precinct 4 (	8115 FM 2692	PO Box 32	Palo Pinto	TX	76484-0000	COPsync Texas	\$0.00
721.	Palo Pinto County Constable Precinct 5 (TX)	109 N. Oak Avenue		Mineral Wells	TX	76067-0000	COPsync Texas	\$0.00
722.	Palo Pinto County Sheriff's Office (TX)	420 Cedar St	PO Box 279	Palo Pinto	TX	76484-0000	COPsync Texas; NIBRS Module	\$0.00
723.	Panola College Police Department (TX)	1109 W Panola		Carthage	TX	75633-0000	COPsync Texas; NIBRS Module	\$0.00
724.	Patterson Police Department (LA)	PO Box 367		Patterson	LA	70392-0000	COPsync Lite	\$0.00
725.	Payne Springs Municipal Court (TX)	19601 CR 2529		Payne Springs	TX	75156-0000	Citation Integration	\$0.00
726.	Payne Springs Police Department (TX)	19601 CR 2529		Payne Springs	TX	75156-0000	COPsync Texas; Setup, Installation & Remote Training; Admin TLETS Support	\$0.00
727.	Pearsall ISD Police Department (TX)	318 Berry Ranch Rd		Pearsall	TX	78061-0000	COPsync Texas; NIBRS Module	\$0.00

728.	Pearsall Municipal Court (TX)	205 E Rio Grande St		Pearsall	TX	78061-0000	Citation Integration	\$0.00
729.	Pearsall Police Department (TX)	911 Veterans Drive		Pearsall	TX	78061-0000	COPsync Texas; NIBRS Module	\$0.00
730.	Pecos County Justice of the Peace Precinct	PO BOX 480		Sheffield	TX	79781-0000	Citation Integration	\$0.00
731.	Pecos County of (TX)	103 W. Callaghan		Fort Stockton	TX	79735-0000	Campus Safe	\$0.00
732.	Pecos County Sheriff's Office (TX)	1774 N. Hwy 285	PO Box 1647	Ft. Stockton	TX	79735-0000	COPsync Texas	\$0.00
733.	Pecos Justice of the Peace Precinct 1 Pl	200 S Nelson		Fort Stockton	TX	79735-0000	Citation Integration	\$0.00
734.	Pecos Justice of the Peace Precinct 3 Pl	PO Box 364		Iraan	TX	79744-0000	Citation Integration	\$0.00
735.	Pecos Justice of the Peace Precinct 4 Pl	PO Box 336		Imperial	TX	79743-0000	Citation Integration	\$0.00
736.	Penitas Police Department (TX)	1111 South Main		Penitas	TX	78576-0000	COPsync Texas; NIBRS Module	\$0.00
737.	Perryton Police Department (TX)	21 SE 2nd Ave		Perryton	TX	79070-0000	COPsync Texas	\$0.00
738.	Petal School Police Department (MS)	115 East Central Avenue		Petal	MS	39465-0000	ALEN RMS	\$0.00
739.	Petersburg Police Department (TX)	1524 Main Street		Petersburg	TX	79250-0000	COPsync Texas; NIBRS Module	\$0.00

740.	Pewitt Consolidated ISD Police Department	1330 US Hwy 67 W	PO Box 1106	Omaha	TX	75571-0000	COPsync Texas; NIBRS Module	\$0.00
741.	Picayune Police Department (MS)	328 S Main St.		Picayune	MS	39466-0000	COPsync Texas	\$0.00
742.	Pine Prairie Police Department (LA)	1006 Edwin Elliott Dr.		Pine Prairie	LA	70576-0000	COPsync Lite	\$0.00
743.	Pineville Police Department (LA)	910 Main St		Pineville	LA	71360-0000	COPsync Lite	\$0.00
744.	Placer County Procurement (CA)	2962 Richardson Drive		Auburn	CA	95603-0000	CAD to CAD	\$0.00
745.	Pleasant View Police Department (TN)	1008 Civic Ct.		Pleasant View	TN	37146-0000	ALEN RMS	\$0.00
746.	Pleasanton ISD Police Department (TX)	831 Stadium Drive		Pleasanton	TX	78064-0000	COPsync Texas; NIBRS Module	\$0.00
747.	Plum Grove Municipal Court (TX)	9485 Plum Grove Rd		Cleveland	TX	77327-0000	Citation Integration	\$0.00
748.	Plum Grove Police Department (TX)	9485 Plum Grove Rd		Cleveland	TX	77327-0000	Admin TLETS Support; COPsync Texas; Citation Integration; NIBRS Module	\$0.00

749.	Point Comfort Municipal Court (TX)	102 Jones St		Point Comfort	TX	77978-0000	Citation Integration	\$0.00
750.	Point Comfort Police Department (TX)	PO Box 497	P.O. Box 497	Point Comfort	TX	77978-0000	COPsync Texas; NIBRS Module	\$0.00
751.	Point Municipal Court (TX)	365 N Locust St		Point	TX	75472-0000	Citation Integration	\$0.00
752.	Point Police Department (TX)	320 Locust		Point	TX	75472-0000	COPsync Texas; NIBRS Module	\$0.00
753.	Pollock Police Department (LA)	PO Box 189		Pollock	LA	71467-0000	COPsync Lite	\$0.00
754.	Ponchatoula Police Department (LA)	125 West Hickory		Ponchatoula	LA	70454-0000	CAD; JMS; RMS; COPsync	\$0.00
755.	Port Allen Police Department (LA)	375 Court ST.		Port Allen	LA	70767-0000	COPsync Lite	\$0.00
756.	Port Mansfield Police Department (TX)	400 W. Hidalgo, Ste 200		Raymondville	TX	78580-0000	COPsync Texas; NIBRS Module	\$0.00
757.	Port of Brownsville Police Department (TX)	1000 Foust Road		Brownsville	TX	78526-0000	COPsync Texas; NIBRS Module	\$0.00
758.	Port Vincent Police Department (LA)	18235 LA Hwy 15		Port Vincent	LA	70726-0000	COPsync Lite; Setup, Installation & Remote Training	\$0.00
759.	Poteet Municipal Court (TX)	PO Box 378		Poteet	TX	78065-0000	Citation Integration	\$0.00

760.	Poteet Police Department (TX)	182 N. Fifth St.	PO Box 378	Poteet	TX	78065-0000	COPsync Texas; NIBRS Module	\$0.00
761.	Poth Police Department (TX)	200 N. Carroll St.		Poth	TX	78148-0000	COPsync Texas	\$0.00
762.	Potter County Constable Precinct 1 (TX)	900 South Polk	Suite 413	Amarillo	TX	79101-0000	COPsync Texas	\$0.00
763.	Potter County Constable Precinct 2 (TX)	500 S. Fillmore	Ste 503	Amarillo	TX	79101-0000	COPsync Texas	\$0.00
764.	Potter County Constable Precinct 3 (TX)	1365 I-40 West		Amarillo	TX	79124-0000	COPsync Texas	\$0.00
765.	Potter County Constable Precinct 4 (TX)	500 S. Fillmore, Suite 326		Amarillo	TX	79101-0000	COPsync Texas	\$0.00
766.	Pottsboro Municipal Court (TX)	411 Franklin Ave	PO Box 1089	Pottsboro	TX	75076-0000	Citation Integration	\$0.00
767.	Pottsboro Police Department (TX)	411 Franklin Ave.	PO Box 1089	Pottsboro	TX	75076-0000	COPsync Texas; NIBRS Module	\$0.00
768.	Premont Police Department (TX)	PO Box 340		Premont	TX	78375-0000	COPsync Texas; Onsite Training	\$0.00
769.	Presidio County Sheriff's Office (TX)	320 N Highland	PO Box V	Marfa	TX	79843-0000	COPsync Texas; NIBRS Module	\$0.00
770.	Presidio ISD (TX)	100 Market St	PO Box 1401	Presidio	TX	79845-0000	Campus Safe	\$0.00

771.	Presidio ISD Department of Public Safety	701 East Market St	PO Box 1401	Presidio	TX	79845-0000	COPsync Texas; RMS	\$0.00
772.	Presidio Municipal Court (TX)	PO Box 1899		Presidio	TX	79845-0000	Citation Integration	\$0.00
773.	Presidio Police Department (TX)	501 E O'Reilly St	PO Box 1899	Presidio	TX	79845-0000	COPsync Texas; NIBRS Module	\$0.00
774.	Pringle-Morse Consolidated ISD (TX)	100 South 5th St	Box 109	Morse	TX	79062-0000	Campus Safe	\$0.00
775.	Puckett Police Department (MS)	P. O. Box 130		Puckett	MS	39151-0000	ALEN SIMS (Search)	\$0.00
776.	Queen City ISD Police Department (TX)	905 Houston St		Queen City	TX	75572-0000	COPsync Texas; NIBRS Module	\$0.00
777.	Quinlan ISD Police Department (TX)	401 East Richmond Avenue		Quinlan	TX	75474-0000	COPsync Texas; NIBRS Module	\$0.00
778.	Quinlan Municipal Court (TX)	PO Box 2740		Quinlan	TX	75474-0000	Citation Integration	\$0.00
779.	Quinlan Police Department (TX)	104 E Main St	PO Box 2740	Quinlan	TX	75474-0000	COPsync Texas	\$0.00
780.	Quitman Municipal Court (TX)	PO Box 1855		Quitman	TX	75783-0000	Citation Integration	\$0.00
781.	Quitman Police Department (TX)	401 S. Main St.	PO Box 1855	Quitman	TX	75783-0000	COPsync Texas; NIBRS Module	\$0.00

782.	Rains County Constable (TX)	140 West Quitman		Emory	TX	75440-0000	COPsync Texas; Setup, Installation & Remote Training	\$0.00
783.	Rains County Justice of the Peace County	167 E Quitman	PO Box 156	Emory	TX	75440-0000	Citation Integration	\$0.00
784.	Rains County Sheriff's Office (TX)	313 North Street	PO Box 398	Emory	TX	75440-0000	COPsync Texas; NIBRS Module; CAD; ANI/ALI; JMS; RMS	\$0.00
785.	Rains ISD Police Department (TX)	1759 W. US Highway 69	P.O. Box 247	Emory	TX	75440-0000	COPsync Texas	\$0.00
786.	Ranger Police Department (TX)	100 N. Marston St.		Ranger	TX	76470-0000	COPsync Texas	\$0.00
787.	Rankin County Sheriff's Department (MS)	221 North Timber Street		Brandon	MS	39042-0000	COPsync Texas	\$0.00
788.	Rapides Parish Sheriff's Office (LA)	PO Box 1510		Alexandria	LA	71309-0000	COPsync Lite	\$0.00
789.	Reagan County of (TX)	PO Box 100		Big Lake	TX	76932-0000	COPsync Texas	\$0.00
790.	Reagan County Sheriff's Office (TX)	320 N. Plaza	PO Box 100	Big Lake	TX	76932-0000	CAD; COPsync Texas; CSS; JMS; NIBRS Module; RMS	\$0.00

791.	Reagan Justice of the Peace Countywide (TX)	PO Box 100		Big Lake	TX	76932-0000	Citation Integration; WARRANTsync	\$0.00
792.	Redwater ISD Police Department (TX)	120 Red River Rd. North		Redwater	TX	75573-0000	COPsync Texas; NIBRS Module	\$0.00
793.	Refugio County Sheriff's Office (TX)	808 Commerce Street Room 101	PO Box 1022	Refugio	TX	78377-0000	COPsync Texas; NIBRS Module	\$0.00
794.	Refugio Municipal Court (TX)	PO Box 1020		Refugio	TX	78377-0000	Citation Integration	\$0.00
795.	Refugio Police Department (TX)	601 Commerce St		Refugio	TX	78377-0000	COPsync Texas; NIBRS Module	\$0.00
796.	Rhome Municipal Court (TX)	PO Box 228		Rhome	TX	76078-0000	Citation Integration	\$0.00
797.	Rhome Police Department (TX)	400 B.C. Rhome Ave	PO Box 228	Rhome	TX	76078-0000	COPsync Texas	\$0.00
798.	Richland Parish Sheriff's Office (LA)	708 Julia Street	Suite 113	Rayville	LA	71269-0000	COPsync Lite	\$0.00
799.	Richland Police Department (GA)	390 Broad Street		Richland	GA	31825-0000	ALEN RMS; ALEN SIMS (Search); ALEN eCitation	\$0.00
800.	Richland Police Department (TX)	103 W. Main St.		Richland	TX	76681-0000	COPsync Texas; Citation Integration	\$0.00

801.	Riesel Municipal Court (TX)	104 N Hwy 6		Riesel	TX	76682-0000	Citation Integration	\$0.00
802.	Riesel Police Department (TX)	104 N. Hwy 6		Riesel	TX	76682-0000	COPsync Texas	\$0.00
803.	Rio Grande City Police Department (TX)	402 East Main Street		Rio Grande City	TX	78582-0000	COPsync Texas	\$0.00
804.	Rio Vista Municipal Court (TX)	PO Box 129		Rio Vista	TX	76093-0000	Citation Integration	\$0.00
805.	Rio Vista Police Department (TX)	201 TX-174	PO Box 129	Rio Vista	TX	76093-0000	COPsync Texas	\$0.00
806.	Rivercrest ISD Police Department (TX)	4100 US Highway 271 S		Bogata	TX	75417-0000	Admin TLETS Support; Setup, Installation & Remote Training; COPsync Texas	\$0.00
807.	Roberts County Justice of the Peace Prec	160 Duvall Rd.		Pampa	TX	79065-0000	Citation Integration; WARRANTsync	\$0.00
808.	Roberts County Sheriff's Office (TX)	110 S. Main		Miami	TX	79059-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
809.	Robertson County District Attorney's Off	PO Box 409		Franklin	TX	77856-0000	COPsync Texas	\$0.00

810.	Robstown Police Department (TX)	430 E. Main Ave.		Robstown	TX	78380-0000	CAD; COPsync Texas; JMS; NIBRS Module; RMS	\$0.00
811.	Rogers Municipal Court (TX)	PO Box 250		Rogers	TX	76569-0000	Citation Integration	\$0.00
812.	Rogers Police Department (TX)	2 West Mesquite Ave	PO Box 250	Rogers	TX	76569-0000	COPsync Texas; NIBRS Module	\$0.00
813.	Ropes ISD Police Department (TX)	304 Ranch Street		Ropesville	TX	79358-0000	COPsync Texas; NIBRS Module	\$0.00
814.	Roscoe Police Department (TX)	106 Cypress St.	PO Box 340	Roscoe	TX	79545-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
815.	Rose City Marshal's Office (TX)	370 S. Rose City Drive		Rose City	TX	77662-0000	COPsync Texas; NIBRS Module; Citation Integration	\$0.00
816.	Rose City Municipal Court (TX)	370 S Rose City Dr		Rose City	TX	77662-0000	Citation Integration	\$0.00
817.	Rosebud Municipal Court (TX)	402 W. Main St		Rosebud	TX	76570-0000	Citation Integration	\$0.00
818.	Rosebud Police Department (MO)	307 N. Cedar Street		Rosebud	MO	63091-0000	RMS	\$0.00
819.	Rosebud Police Department (TX)	402 W. Main	PO Box 657	Rosebud	TX	76570-0000	COPsync Texas	\$0.00

820.	Runaway Bay Municipal Court (TX)	101 Runaway Bay Drive		Runaway Bay	TX	76426-0000	Citation Integration	\$0.00
821.	Runaway Bay Police Department (TX)	101 Runaway Bay Drive		Runaway Bay	TX	76426-0000	COPsync Texas; NIBRS Module	\$0.00
822.	Runnels County Sheriff's Office (TX)	612 Strong Ave		Ballinger	TX	76821-0000	CAD; COPsync Texas; JMS; NIBRS Module; RMS	\$0.00
823.	Ruston Police Department (LA)	PO Box 2069		Ruston	LA	71273-0000	COPsync Lite	\$0.00
824.	Sabinal Municipal Court (TX)	PO Box 715		Sabinal	TX	78881-0000	Citation Integration	\$0.00
825.	Sabinal Police Department (TX)	501 N. Center St.	PO Box 838	Sabinal	TX	78881-0000	COPsync Texas; NIBRS Module	\$0.00
826.	Sabine Parish Sheriff's Office (LA)	400 South Capital Street		Many	LA	71449-0000	COPsync Lite	\$0.00
827.	Saint Hedwig Marshal's Office (TX)	13065 FM 1346		Saint Hedwig	TX	78152-0000	COPsync Texas; Additional Licenses; Setup, Installation & Remote Training	\$0.00
828.	Saint Hedwig Municipal Court (TX)	13065 FM 1346		Saint Hedwig	TX	78152-0000	Citation Integration	\$0.00

829.	Saint Jo Municipal Court (TX)	PO Box 186		Saint Jo	TX	76265-0000	Citation Integration	\$0.00
830.	Saint Jo Police Department (TX)	220 East Howell St.	PO Box 186	Saint Jo	TX	76265-0000	COPsync Texas; NIBRS Module	\$0.00
831.	Saint Landry Parish Sheriff's Office (LA)	1592 E. Prudhomme Street		Opelousas	LA	70570-0000	COPsync Lite	\$0.00
832.	Salado Police Department (TX)	301 N. Stagecoach Road	PO Box 219	Salado	TX	76571-0000	COPsync Texas; NIBRS Module	\$0.00
833.	San Augustine County Sheriff's Office (T	219 N. Harrison		San Augustine	TX	75972-0000	CAD; COPsync Texas; NIBRS Module	\$0.00
834.	San Augustine ISD Police Department (TX)	702 N Clark Street		San Augustine	TX	75972-0000	COPsync Texas; NIBRS Module	\$0.00
835.	San Augustine Police Department (TX)	810 Hwy 96 N.		San Augustine	TX	75972-0000	COPsync Texas; NIBRS Module	\$0.00
836.	San Jacinto County Constable Precinct 2	11020 Hwy 150		Shepherd	TX	77371-0000	COPsync Texas	\$0.00
837.	San Luis Obispo County Sheriff's Office	1545 Kansas Ave		San Luis Obispo	CA	93408-0000	CAD to CAD	\$0.00
838.	San Patricio County Constable Precinct 6	225 W. Wheeler	Suite A	Aransas Pass	TX	78336-0000	COPsync Texas; NIBRS Module	\$0.00

839.	San Patricio County Sheriff's Office (TX)	300 N. Rachal		Sinton	TX	78387-0000	COPsync Texas; NIBRS Module	\$0.00
840.	Sandy Oaks Municipal Court (TX)	4451 Hickory Haven	P.O. Box 828	Elmendorf	TX	78112-0000	Citation Integration	\$0.00
841.	Sandy Oaks Police Department (TX)	4451 Hickory Haven Drive		Sandy Oaks	TX	78112-0000	COPsync Texas	\$0.00
842.	Santa Anna Police Department (TX)	709 Wallis Ave		Santa Anna	TX	76878-0000	COPsync Texas; NIBRS Module	\$0.00
843.	Santa Clara Marshal's Office (TX)	1653 N Santa Clara Drive		Marion	TX	78124-0000	COPsync Texas; NIBRS Module	\$0.00
844.	Santa Clara Municipal Court (TX)	1653 N Santa Clara Rd		Santa Clara	TX	78124-0000	Citation Integration	\$0.00
845.	Sardis Police Department (MS)	619 East Lee Street		Sardis	MS	38666-0000	ALEN RMS	\$0.00
846.	Sarita City of (TX)	PO Box 1358		Sarita	TX	78364-0000	COPsync Texas; Campus Safe	\$0.00
847.	Savoy Police Department (TX)	405 East Hayes St.		Savoy	TX	75479-0000	COPsync Texas; NIBRS Module	\$0.00
848.	Schleicher County Justice of the Peace P	PO Box 536		Eldorado	TX	76936-0000	COURTsync	\$0.00
849.	Schleicher County Sheriff's Office (TX)	4 South Divide St	PO Box 741	Eldorado	TX	76936-0000	NIBRS Module; RMS; COPsync Texas; CAD; JMS	\$0.00

850.	Schulenburg ISD (TX)	512 North St		Schulenburg	TX	78956-0000	Campus Safe	\$0.00
851.	Schulenburg Municipal Court (TX)	PO Box 8~ 535 N Main		Schulenburg	TX	78956-0000	Citation Integration	\$0.00
852.	Schulenburg Police Department (TX)	607 Upton Ave.		Schulenburg	TX	78956-0000	COPsync Texas	\$0.00
853.	Scurry-Rosser ISD Police Department (TX)	8321 TX 34		Scurry	TX	75158-0000	COPsync Texas	\$0.00
854.	Seadrift Police Department (TX)	501 S Main St		Seadrift	TX	77983-0000	COPsync Texas; NIBRS Module	\$0.00
855.	Seagraves Municipal Court (TX)	PO Box 37		Seagraves	TX	79359-0000	COURTsync	\$0.00
856.	Seagraves Police Department (TX)	246 Main Street		Seagraves	TX	79359-0000	COPsync Texas; NIBRS Module	\$0.00
857.	Secret Service (LA)	2600 Citi Place Ctr	Suite 425	Baton Rouge	LA	70808-0000	COPsync Lite	\$0.00
858.	Seymour Police Department (TX)	301 N. Washington St.	PO Box 31	Seymour	TX	76380-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
859.	Shackelford County Sheriff's Office (TX)	309 S. 2nd	PO BOX 2620	Albany	TX	78840-0000	COPsync Texas	\$0.00

860.	Shelby County Constable Precinct 4 (TX)	140 ED Wall St		Teneha	TX	75974-0000	COPsync Texas; Setup, Installation & Remote Training	\$0.00
861.	Shelby County Constable Precinct 5 (TX)	200 San Augustine St., Box 5		Timpson	TX	75975-0000	COPsync Texas	\$0.00
862.	Shepherd Municipal Court (TX)	11020 Hwy 150		Shepherd	TX	77371-0000	Citation Integration	\$0.00
863.	Shepherd Police Department (TX)	11020 Texas 150		Shepherd	TX	77371-0000	COPsync Texas	\$0.00
864.	Sherman County Justice of the Peace (TX)	P. O. Box 342		Stratford	TX	79084-0000	WARRANTsync	\$0.00
865.	Sherman County Sheriff's Office (TX)	701 North 3rd Street	PO Box 526	Stratford	TX	79084-0000	CAD; COPsync Texas; JMS; NIBRS Module; RMS; WARRANTsync	\$0.00
866.	Sherman Police Department (MS)	PO Box 397		Sherman	MS	38869-0000	ALEN RMS; ALEN SIMS (Search)	\$0.00
867.	Shiner Catholic School (TX)	424 St. Ludmila		Shiner	TX	77984-0000	Campus Safe	\$0.00
868.	Shreveport City Marshal (LA)	1244 Texas Avenue	The City Court Building	Shreveport	LA	71101-0000	COPsync Lite	\$0.00

869.	Shreveport Police Department (LA)	1234 Texas Ave		Shreveport	LA	71101-0000	COPsync Lite	\$0.00
870.	Sibley Police Department (LA)	345 North Main St	PO Box 128	Sibley	LA	71073-0000	RMS; COPsync Lite	\$0.00
871.	Siler City Police Department (NC)	PO Box 769		Siler City	NC	27344-0000	ALEN SIMS (Search)	\$0.00
872.	Simms ISD Police Department (TX)	7497 US Hwy 67 West		Simms	TX	75574-0000	Setup, Installation & Remote Training; Admin TLETS Support; COPsync Texas	\$0.00
873.	Slaton ISD Police Department (TX)	140 E. Panhandle St.		Slaton	TX	79364-0000	COPsync Texas	\$0.00
874.	Smiley City Marshal's Office (TX)	207 US Hwy. 87 West	P. O. Box 189	Smiley	TX	78159-0000	COPsync Texas; NIBRS Module	\$0.00
875.	Smith County Constable Precinct 1 (TX)	308 E. Ferguson		Tyler	TX	75702-0000	COPsync Texas	\$0.00
876.	Smith County Constable Precinct 2 (TX)	15405 Highway 155 South		Tyler	TX	75702-0000	COPsync Texas; Additional Licenses; Setup, Installation & Remote Training	\$0.00
877.	Smith County Constable Precinct 3 (TX)	313 E. Duval Street	PO Box 573	Troup	TX	75789-0000	COPsync Texas	\$0.00

878.	Smith County Constable Precinct 4 (TX)	14152 Hwy 155 N	P.O. Box 318	Winona	TX	75792-0000	COPsync Texas	\$0.00
879.	Smith County Constable Precinct 5 (TX)	2616 S Main St.	PO BOX 609	Lindale	TX	75771-0000	COPsync Texas	\$0.00
880.	Smith County Information Technology (TX)	200 E. Ferguson		Tyler	TX	75702-0000	COPsync Texas; Citation Integration	\$0.00
881.	Smith County Sheriff's Office (TX)	227 N Spring Ave		Tyler	TX	75702-0000	COPsync Texas	\$0.00
882.	Somerset ISD Police Department (TX)	19644 Somerset Rd	PO Box 279	Somerset	TX	78069-0000	Campus Safe	\$0.00
883.	Somerset Municipal Court (TX)	7360 E 6th St		Somerset	TX	78069-0000	Citation Integration	\$0.00
884.	Somerset Police Department (TX)	7360 E. 6th		Somerset	TX	78069-0000	NIBRS Module; RMS; COPsync Texas	\$0.00
885.	Somerville Police Department (TX)	17374 State Highway 36 South	PO Box 159	Somerville	TX	77879-0159	COPsync Texas	\$0.00
886.	Sonora Municipal Court (TX)	201 E Main		Sonora	TX	76950-0000	Citation Integration	\$0.00
887.	Sonora Police Department (TX)	609 S. Water Ave.		Sonora	TX	76950-0000	COPsync Texas; NIBRS Module	\$0.00

888.	South Texas Specialized Crimes and Narco	350 West County Rd. 2140	PO Box 213	Kingsville	TX	78364-0000	COPsync Texas; NIBRS Module	\$0.00
889.	Southmayd Municipal Court (TX)	PO Box 88		Southmayd	TX	76268-0000	Citation Integration	\$0.00
890.	Southmayd Police Department (TX)	4525 Elementary Drive	PO Box 88	Southmayd	TX	76268-0000	COPsync Texas; NIBRS Module; P&E (Property & Evidence)	\$0.00
891.	Southwest Texas Junior College (Uvalde)	2401 Garner Field Rd.	Office located in Hubbard Hall	Uvalde	TX	78801-0000	COPsync Texas; NIBRS Module	\$0.00
892.	Southwestern Christian College Police De	200 Bowser		Terrell	TX	75160-0000	Additional Licenses; COPsync Texas; Setup, Installation & Remote Training	\$0.00
893.	Spearman Police Department (TX)	30 SW Court	PO Box 37	Spearman~	TX	79081-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
894.	Springhill Police Department (LA)	25 Clinic St		Springhill	LA	71075-0000	COPsync Lite	\$0.00
895.	Spur Municipal Court (TX)	402 N Burlington		Spur	TX	79370-0000	Citation Integration	\$0.00
896.	Spur Police Department (TX)	402 N. Burlington		Spur	TX	79370-0000	COPsync Texas	\$0.00

897.	St. Bernard Parish Sheriff's Office (LA)	2 Courthouse Square		Chalmette	LA	70044-0000	COPsync Lite	\$0.00
898.	St. Gabriel Police Department (LA)	PO Box 537		St. Gabriel	LA	70776-0000	COPsync Lite	\$0.00
899.	St. Helena Sheriff's Office (LA)	PO Box 1205		Greensburg	LA	70441-0000	COPsync Lite	\$0.00
900.	Stamford Police Department (TX)	115 North Swenson		Stamford	TX	79553-0000	COPsync Texas	\$0.00
901.	Starr County Sheriff s Office (TX)	102 E 6th St		Rio Grande City	TX	78582-0000	NIBRS Module; RMS; JMS; CAD; COPsync Texas	\$0.00
902.	Stephens County Constable (TX)	200 West Walker		Breckenridge	TX	76424-0000	COPsync Texas	\$0.00
903.	Stephens County Sheriff's Office (TX)	210 East Dyer		Breckenridge	TX	76424-0000	COPsync Texas; NIBRS Module	\$0.00
904.	Stephens Justice of the Peace Countywide	200 W Walker~ 3rd Fl		Breckenridge	TX	76424-0000	Citation Integration	\$0.00
905.	Sterling City ISD (TX)	700 7th Street		Sterling City	TX	76591-0000	Campus Safe	\$0.00
906.	Sterling County Justice of the Peace Cou	PO Box 983		Sterling City	TX	76951-0000	COURTsync	\$0.00
907.	Sterling County of (TX)	4th St		Sterling City	TX	76951-0000	Campus Safe	\$0.00

908.	Sterling County Sheriff's Office (TX)	609 4th Avenue	PO Box 928	Sterling City	TX	76951-0000	COPsync Texas; NIBRS Module	\$0.00
909.	Stinnett Police Department (TX)	609 Mackenzie		Stinnett	TX	79083-0000	COPsync Texas; NIBRS Module	\$0.00
910.	Stokes County Sheriff's Office (NC)	1012 Main St	PO Box 20	Danbury	NC	27016-0000	ALEN SIMS (Search)	\$0.00
911.	Stonewall County Sheriff's Office (TX)	416 S. Jefferson St	PO Box 388	Aspermont	TX	79502-0000	COPsync Texas	\$0.00
912.	Stratford Municipal Court (TX)	PO Box 143		Stratford	TX	79084-0000	Citation Integration	\$0.00
913.	Stratford Police Department (TX)	212 North Poplar St.	PO Box 188	Stratford	TX	79084-0000	COPsync Texas; NIBRS Module	\$0.00
914.	Streetman Municipal Court (TX)	204 Main St.	PO BOX 7	Streetman	TX	75859-0000	Citation Integration	\$0.00
915.	Sunrise Beach Village Police Department	124 Sunrise Drive		Sunrise Beach Village	TX	78643-0000	COPsync Texas; NIBRS Module	\$0.00
916.	Sunset Police Department (LA)	139 Castille Street		Sunset	LA	70584-0000	COPsync Texas	\$0.00

917.	Surfside Beach Police Department (TX)	1304 Monument Dr		Surfside Beach	TX	77541-0000	Setup, Installation & Remote Training; Admin TLETS Support; Citation Integration; COPsync Texas	\$0.00
918.	Sutton County Sheriff's Office (TX)	309 NE Oak St.	PO Box 1212	Sonora	TX	76950-0000	CAD; COPsync Texas; NIBRS Module	\$0.00
919.	Sutton Justice of the Peace Countywide	102 N. Water Street	PO Box 165	Sonora	TX	76950-0000	Citation Integration	\$0.00
920.	Sutton Police Department (NH)	1 North Road		N. Sutton	NH	03260-0000	COPsync Texas	\$0.00
921.	Sweeny ISD Police Department (TX)	1310 N Elm St		Sweeny	TX	77480-0000	COPsync Texas; NIBRS Module	\$0.00
922.	Sweetwater Animal Control (TX)	201 E. Fourth St.	PO Box 450	Sweetwater	TX	79556-0000	COPsync Texas	\$0.00
923.	Sweetwater Fire Department (TX)	900 E. Broadway	PO Box 450	Sweetwater	TX	79556-0000	COPsync Texas	\$0.00
924.	Sweetwater Fire Marshal (TX)	900 E. Broadway	PO Box 450	Sweetwater	TX	79556-0000	COPsync Texas; NIBRS Module	\$0.00
925.	Sweetwater Municipal Court (TX)	200 East 4th Street	PO Box 450	Sweetwater	TX	79556-0000	Citation Integration	\$0.00

926.	Sweetwater Police Department (TX)	201 E. Fourth St.	PO BOX 450	Sweetwater	TX	79556-0000	CAD; COPsync Texas; NIBRS Module; RMS	\$0.00
927.	Taft Municipal Court (TX)	501 Green Ave		Taft	TX	78390-0000	Citation Integration	\$0.00
928.	Taft Police Department (TX)	331 Green Ave.	P.O. Box 416	Taft	TX	78390-0000	COPsync Texas; NIBRS Module	\$0.00
929.	Tahoka Police Department (TX)	PO Box 300		Tahoka	TX	79373-0000	COPsync Texas; NIBRS Module	\$0.00
930.	Tallulah Police Department (LA)	500 E Green St		Tallulah	LA	71282-0000	COPsync Lite; Setup, Installation & Remote Training	\$0.00
931.	Tatum ISD Police Department (TX)	420 North Hill St.		Tatum	TX	75691-0000	COPsync Texas	\$0.00
932.	Teague Police Department (TX)	315 Main Street		Teague	TX	75860-0000	COPsync Texas	\$0.00
933.	Tenaha Municipal Court (TX)	PO Box 70		Tenaha	TX	75974-0000	Citation Integration	\$0.00
934.	Tenaha Police Department (TX)	122 Center Street		Tenaha	TX	75974-0000	COPsync Texas; NIBRS Module	\$0.00
935.	Tensas Basin Levee District Police Depar	505 District Drive		Monroe	LA	71202-0000	COPsync Lite	\$0.00
936.	Tensas Parish Sheriff's Office (LA)	212 Hancock St	Ste B	St. Joseph	LA	71366-0000	COPsync Lite	\$0.00

937.	Terlingua Common School District (TX)	P O Box 256		Terlingua	TX	79852-0000	Campus Safe	\$0.00
938.	Terrell County Justice of the Peace Prec	PO Box 368		Sanderson	TX	79848-0000	COURTsync	\$0.00
939.	Terrell County Justice of the Peace Prec	105 E Hackberry Street	PO Box 313	Sanderson	TX	79848-0000	Citation Integration	\$0.00
940.	Terrell County Sheriff's Office (TX)	105 E Hackberry	PO Box 320	Sanderson	TX	79848-0000	COPsync Texas; NIBRS Module	\$0.00
941.	Terrell ISD Police Department (TX)	700 North Catherine		Terrell	TX	75160-0000	COPsync Texas; NIBRS Module	\$0.00
942.	Texas Commission on Law Enforcement (TX)	6330 E. Highway 290	Suite 200	Austin	TX	78723-0000	COPsync Texas	\$0.00
943.	Texline Marshal Office (TX)	517 S. 2nd Street		Texline	TX	79087-0000	COPsync Texas	\$0.00
944.	Texline Municipal Court (TX)	PO Box 150		Texline	TX	79087-0000	Citation Integration	\$0.00
945.	The Keefe Group (MO)	10880 Lin Page Place		St. Louis	MO	63132-0000	Integrations	\$0.00
946.	The Port of Lake Charles Police (LA)	P.O. Box 3753		Lake Charles	LA	70602-0000	COPsync Lite	\$0.00
947.	Thorndale Police Department (TX)	105 N. Main St.	PO Box 308	Thorndale	TX	76577-0000	COPsync Texas; NIBRS Module	\$0.00

948.	Three Rivers Municipal Court (TX)	Hwy 72 & E. Gallagher	PO Box 398	Three Rivers	TX	78071-0000	COURTsync	\$0.00
949.	Three Rivers Police Department (TX)	110 Gallaher	PO Box 398	Three Rivers	TX	78071-0000	COPsync Texas; NIBRS Module	\$0.00
950.	Tickfaw Police Department (LA)	14493 2nd St	PO Box 308	Tickfaw	LA	70446-0000	COPsync Lite	\$0.00
951.	Tioga Municipal Court (TX)	PO Box 206		Tioga	TX	76271-0000	Citation Integration	\$0.00
952.	Tioga Police Department (TX)	PO Box 206		Tioga	TX	76271-0000	COPsync Texas; NIBRS Module	\$0.00
953.	Tom Bean Municipal Court (TX)	201 S Britton St.	PO Box 659	Tom Bean	TX	75489-0000	Citation Integration	\$0.00
954.	Tom Bean Police Department (TX)	PO Box 659		Tom Bean	TX	75489-0000	COPsync Texas; NIBRS Module	\$0.00
955.	Tom Green County of (TX)	112 W. Beauregard		San Angelo	TX	76903-0000	Campus Safe	\$0.00
956.	Tool Municipal Court (TX)	701 N. Tool Dr.		Tool	TX	75143-0000	Citation Integration	\$0.00
957.	Tool Police Department (TX)	701 N Tool Dr		Tool	TX	75143-0000	CAD; COPsync Texas	\$0.00
958.	Town of Merrimac (MA)	2 School Street		Merrimac	MA	01860-0000	Campus Safe	\$0.00
959.	Trinidad Police Department (TX)	212 Park St.	PO Box 43	Trinidad	TX	75163-0000	COPsync Texas; NIBRS Module	\$0.00

960.	Tulane University Police Department (LA)	8333 Maple St.	Room 160	New Orleans	LA	70118-0000	COPsync Lite	\$0.00
961.	Tulia ISD Police Department (TX)	501 Hornet Pl.		Tuila	TX	79088-0000	COPsync; RMS	\$0.00
962.	Tulia Police Department (TX)	201 N Maxwell Ave		Tulia	TX	79088-0000	Admin TLETS Support; CAD; COPsync Texas; COPsync; RMS; Setup, Installation & Remote Training	\$0.00
963.	Tullos Police Department (LA)	125 Main Street		Tullos	LA	71479-0000	COPsync Lite	\$0.00
964.	Tunica County Sheriff's Office (MS)	PO Box 25		Tunica	MS	38676-0000	ALEN SIMS (Search)	\$0.00
965.	Tunica-Biloxi Tribal Police Department	PO Box 1589		Marksville	LA	71351-0000	COPsync Lite	\$0.00
966.	Turkey Creek Police Department (LA)	7711 US Highway 167 North		Turkey Creek	LA	70585-0000	COPsync Lite	\$0.00
967.	Twin City Police Department (GA)	112 South Railroad Avenue		Twin City	GA	30471-0000	ALEN SIMS (Search)	\$0.00

968.	Tye Police Department (TX)	PO Box 369	PO Box 369	Tye	TX	79563-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
969.	Tyler County Constable Precinct 1 (TX)	203 W Dogwood	Attn: Pct 1 Constable	Woodville	TX	75979-0000	COPsync Texas; NIBRS Module	\$0.00
970.	Tyler County Constable Precinct 2 (TX)	203 W Dogwood	Attn: Pct 2 Constable	Woodville	TX	75979-0000	COPsync Texas	\$0.00
971.	Tyler County Constable Precinct 3 (TX)	203 W Dogwood	Attn: Pct 3 Constable	Woodville	TX	75979-0000	COPsync Texas; NIBRS Module	\$0.00
972.	Tyler County Constable Precinct 4 (TX)	203 W Dogwood	Attn: Pct 4 Constable	Woodville	TX	75979-0000	COPsync Texas	\$0.00
973.	Tyler County Sheriff's Office (TX)	702 North Magnolia		Woodville	TX	75979-0000	COPsync Texas; NIBRS Module	\$0.00
974.	Tyler ISD Police Department (TX)	2800 Walton Road		Tyler	TX	75701-0000	COPsync Texas	\$0.00
975.	U.S. Fish & Wildlife Service Division of	505 S 22nd St		Mer Rouge	LA	71261-0000	COPsync Lite	\$0.00
976.	U.S. Fish & Wildlife Service Office of L	61387 Hwy. 434		Lacombe	LA	70445-0000	COPsync Lite	\$0.00

977.	Union Pacific Railroad Police (LA)	5245 River Road		Avondale	LA	70094-0000	COPsync Lite	\$0.00
978.	Union Parish Sheriff's Office (LA)	710 Holder Rd.		Farmville	LA	71241-0000	COPsync Lite	\$0.00
979.	United States Forest Service - LA Office	229 Dogwood Park		Provencal	LA	71468-0000	COPsync Lite	\$0.00
980.	University of Louisiana at Lafayette Pol	PO Box 43557		Lafayette	LA	70504-3557	COPsync Lite	\$0.00
981.	University of New Orleans Police Departm	2000 Lakeshore Drive		New Orleans	LA	70148-0000	CAD; RMS; COPsync Lite	\$0.00
982.	University of Texas Permian Basin Police	4901 East University Blvd Rm 479		Odessa	TX	79762-0000	COPsync Texas; CAD; RMS	\$0.00
983.	Upshur County Constable Precinct 1 (TX)	301 E. Butler		Gilmer	TX	75644-0000	COPsync Texas; NIBRS Module	\$0.00
984.	Upshur County Constable Precinct 2 (TX)	405 Titus Street		Gilmer	TX	75644-0000	COPsync Texas; NIBRS Module	\$0.00
985.	Upshur County Constable Precinct 3 (TX)	2498 West Upshur		Gladewater	TX	75647-0000	COPsync Texas; NIBRS Module	\$0.00

986.	Upshur County Constable Precinct 4 (TX)	100 West Tyler	4th Floor	Gilmer	TX	75644-0000	COPsync Texas; NIBRS Module	\$0.00
987.	Upton County Sheriff's Office (TX)	1106 N. Grand	PO Box 27	Rankin	TX	79778-0000	CAD; COPsync Texas; NIBRS Module; RMS	\$0.00
988.	US Border Patrol (LA)	423 Canal Street	STE 409	New Orleans	LA	70130-0000	COPsync Lite	\$0.00
989.	US Marshal (LA)	777 Florida St. #648		Baton Rouge	LA	70801-0000	COPsync Lite	\$0.00
990.	US Marshal Service Eastern District (LA)	500 Poydras St.	Rm 1033 HBFB	New Orleans	LA	70130-0000	COPsync Lite	\$0.00
991.	USDA US Forest Service (Lufkin) (TX)	2221 N. Raguet St.		Lufkin	TX	75904-0000	COPsync Texas; NIBRS Module	\$0.00
992.	Valley Mills ISD Police Department (TX)	1 Eagle Way		Valley Mills	TX	76689-0000	COPsync Texas; RMS	\$0.00
993.	Valley Mills Municipal Court (TX)	PO Box 641		Valley Mills	TX	76689-0000	Citation Integration	\$0.00
994.	Valley Mills Police Department (TX)	101 Avenue E		Valley Mills	TX	76689-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
995.	Valley View Police Department (TX)	308 W O'Buch Rd		Valley View	TX	76272-0000	COPsync Texas; NIBRS Module; RMS	\$0.00

996.	Van ISD Police Department (TX)	985 N. Maple Street		Van	TX	75790-0000	COPsync Texas; NIBRS Module	\$0.00
997.	Van Municipal Court (TX)	113 W. Main St.	PO Box 487	Van	TX	75790-0000	Citation Integration	\$0.00
998.	Van Police Department (TX)	189 South Maple Street		Van	TX	75790-0000	COPsync Texas; NIBRS Module	\$0.00
999.	Van Zandt County Constable Precinct 1 (TX)	212 W. Garland	PO Box 189	Grand Saline	TX	75140-0000	COPsync Texas	\$0.00
1000.	Van Zandt County Constable Precinct 4 (TX)	1540 FM 279	PO Box 499	Ben Wheeler	TX	75754-0000	COPsync Texas	\$0.00
1001.	Vega Marshal's Office (TX)	PO Box 470		Vega	TX	79092-0000	COPsync Texas; Citation Integration; NIBRS Module	\$0.00
1002.	Vega Municipal Court (TX)	PO Box 470		Vega	TX	79092-0000	Citation Integration	\$0.00
1003.	Vermilion Parish 911 Communications Dist	100 North State Street		Abbeville	LA	70510-0000	CAD; ANI/ALI	\$0.00
1004.	Vermilion Parish Sheriff's Office (LA)	PO Box 307		Abbeville	LA	70511-0000	CAD; RMS; JMS; COPsync	\$0.00
1005.	Vernon Parish Sheriff's Office (LA)	PO Box 649		Leesville	LA	71446-0000	COPsync Lite	\$0.00

1006.	Vidalia Police Department (LA)	202 Vernon Stevens Blvd		Vidalia	LA	71373-5001	COPsync Texas; COPsync Lite	\$0.00
1007.	Vidor Police Department (TX)	695 East Railroad		Vidor	TX	77662-0000	ANI/ALI; Additional Licenses; CAD; COPsync Texas; Data Migration; Onsite Training; RMS; Setup, Installation & Remote Training	\$0.00
1008.	Village of Pioneer Police Department (LA)	PO Box 153		Pioneer	LA	71296-0000	COPsync Lite	\$0.00
1009.	Ville Platte Marshal's Office (LA)	114 Armand St.		Ville Platte	LA	70586-0000	COPsync Lite	\$0.00
1010.	Vinton Police Department (LA)	1201 Horridge St		Vinton	LA	70668-0000	COPsync Lite	\$0.00
1011.	Waco ISD Police Department (TX)	2015 Alexander		Waco	TX	76708-0000	COPsync Texas; Campus Safe	\$0.00
1012.	Waelder Police Department (TX)	307 Highway 90 West		Waelder	TX	78959-0000	COPsync Texas; NIBRS Module	\$0.00
1013.	Walker Police Department (LA)	13179 Burgess Avenue	PO Box 217	Walker	LA	70785-0000	COPsync Lite	\$0.00
1014.	Waller Municipal Court (TX)	1219 Farr Street	PO Box 239	Waller	TX	77484-0000	COURTsync	\$0.00

1015.	Waller Police Department (TX)	1219 Farr Street	PO Box 239	Waller	TX	77484-0000	COPsync Texas; NIBRS Module; P&E (Property & Evidence)	\$0.00
1016.	Walnut Springs ISD Police Department (TX	184 Avenue A		Walnut Springs	TX	76690-0000	COPsync Texas	\$0.00
1017.	Warren ISD Police Department (TX)	375 FM-3290 S.		Warren	TX	77664-0000	COPsync Texas; NIBRS Module	\$0.00
1018.	Washington County Constable Precinct 1	1305 E. Blue Bell	Suite 112	Brenham	TX	77833-0000	COPsync Texas	\$0.00
1019.	Washington County Constable Precinct 2	1950 FM 109		Brenham	TX	77833-0000	COPsync Texas	\$0.00
1020.	Washington County Constable Precinct 4	402 N Main		Burton	TX	77835-0000	COPsync Texas	\$0.00
1021.	Washington Parish Sheriff's Office (LA)	1002 Main ST.	PO Box 677	Franklinton	LA	70438-0000	COPsync Lite	\$0.00
1022.	Webster Parish Sheriffs Office (LA)	410 Main Street	PO Box 877	Minden	LA	71058-0000	RMS; JMS; CAD	\$0.00
1023.	Weimar ISD (TX)	506 W Main		Weimar	TX	78962-0000	Campus Safe	\$0.00
1024.	Weimar Municipal Court (TX)	PO Box 67		Weimar	TX	78962-0000	Citation Integration	\$0.00

1025.	Weimar Police Department (TX)	1754 IH-10		Weimar	TX	78962-0000	COPsync Texas	\$0.00
1026.	Welsh Police Department (LA)	PO Box 786		Welsh	LA	70591-0000	COPsync Lite	\$0.00
1027.	West Baton Rouge Sheriff's Office (LA)	850 8th St	PO Box 129	Port Allen	LA	70767-0000	COPsync Lite; RMS; JMS	\$0.00
1028.	West Feliciana Parish Sheriff's Office	PO Box 1267		St. Francisville	LA	70775-0000	COPsync Lite	\$0.00
1029.	West Hardin County CISD Police Departmen	39227 Hwy 105		Saratoga	TX	77585-0000	COPsync Texas	\$0.00
1030.	West ISD Police Department (TX)	801 N. Reagan		West	TX	76691-0000	COPsync Texas; NIBRS Module	\$0.00
1031.	West Municipal Court (TX)	PO Box 97		West	TX	76691-0000	Citation Integration	\$0.00
1032.	West Police Department (TX)	110 N Reagan		West	TX	76691-0000	COPsync Texas; NIBRS Module	\$0.00
1033.	West Rusk CCISD Police Department (TX)	10705 S. Main		New London	TX	75682-0000	Additional Licenses; COPsync Texas; Setup, Installation & Remote Training	\$0.00
1034.	West Tawakoni Municipal Court (TX)	1533 E Hwy 276		West Tawakoni	TX	75474-0000	Citation Integration	\$0.00

1035.	West Tawakoni Police Department (TX)	1533 E S.H. 276		West Tawakoni	TX	75474-0000	COPsync Texas	\$0.00
1036.	Westlake Police Department (LA)	701 Johnson St	PO Box 700	Westlake	LA	70669-0000	CAD; RMS; COPsync; COPsync Lite	\$0.00
1037.	Westwego Police Department (LA)	401 N Fourth ST		Westwego	LA	70094-0000	COPsync Lite	\$0.00
1038.	Westwood ISD Police Department (TX)	4524 West Oak		Palestine	TX	75801-0000	COPsync Texas	\$0.00
1039.	Wharton County Constable Precinct 2 (TX)	736 Clubside Drive	PO Box 780	East Bernard	TX	77435-0000	COPsync Texas	\$0.00
1040.	Wharton ISD Police Department (TX)	500 Abell Street	2100 N Fulton	Wharton	TX	77488-0000	COPsync Texas; NIBRS Module	\$0.00
1041.	Wheeler County Sheriff's Office (TX)	7944 N US Highway 83		Wheeler	TX	79096-0000	COPsync Texas; NIBRS Module	\$0.00
1042.	White River Water District Police Depart	2880 FM 2794		Spur	TX	79370-0000	COPsync Texas; NIBRS Module	\$0.00
1043.	Whiteface CISD Police Department (TX)	401 Antelope Boulevard	PO Box 7	Whiteface	TX	79379-0000	COPsync Texas	\$0.00
1044.	Whitesboro Police Department (TX)	PO Box 340		Whitesboro	TX	76273-0000	COPsync Texas	\$0.00

1045.	Whitewright Municipal Court (TX)	PO Box 516		Whitewright	TX	75491-0000	Citation Integration	\$0.00
1046.	Whitewright Police Department (TX)	PO Box 966		Whitewright	TX	75491-0000	COPsync Texas; NIBRS Module	\$0.00
1047.	Whitney Municipal Court (TX)	115 W. Jefferson	PO Box 2050	Whitney	TX	76692-0000	Citation Integration; WARRANTsync	\$0.00
1048.	Whitney Police Department (TX)	102 N. Colorado Street		Whitney	TX	76692-0000	COPsync Texas; NIBRS Module	\$0.00
1049.	Wichita County Constable Precinct 1 (TX)	600 Scott Ave	Room 104	Wichita Falls	TX	76301-0000	COPsync Texas	\$0.00
1050.	Wichita County Constable Precinct 2 (TX)	100 W. College St		Burkburnett	TX	76354-0000	COPsync Texas; NIBRS Module	\$0.00
1051.	Wichita County Sheriff's Office (TX)	PO Box 8466		Wichita Falls	TX	76307-0000	COPsync Texas	\$0.00
1052.	Wilbraham Police Department (MA)	2780 Boston Road		Wilbraham	MA	01095-0000	COPsync Texas	\$0.00
1053.	Wills Point ISD Police Department (TX)	338 W. North Commerce		Wills Point	TX	75169-0000	COPsync Texas; NIBRS Module	\$0.00
1054.	Wills Point Municipal Court (TX)	307 N. 4th Street		Wills Point	TX	75169-0000	COURTsync	\$0.00

1055.	Wills Point Police Department (TX)	120 N. 5TH ST	P.O. Box 505	Wills Point	TX	75169-0000	COPsync Texas; NIBRS Module	\$0.00
1056.	Wink Police Department (TX)	213 East Hendricks Blvd	PO Box 397	Wink	TX	79789-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
1057.	Winkler County Sheriff's Office (TX)	1300 South Bellaire St		Kermit	TX	79745-0000	COPsync Texas; NIBRS Module	\$0.00
1058.	Winn Parish Sheriff's Office (LA)	119 W Main St.	Ste 106	Winnfield	LA	71438-3201	COPsync Lite	\$0.00
1059.	Winnsboro ISD (TX)	207 E Pine St		Winnsboro	TX	75494-0000	Campus Safe	\$0.00
1060.	Winnsboro ISD Police Department (TX)	207 E. Pine Street		Winnsboro	TX	75494-0000	COPsync Texas	\$0.00
1061.	Winnsboro Municipal Court (TX)	501 S Main		Winnsboro	TX	75494-0000	Citation Integration	\$0.00
1062.	Winnsboro Police Department (TX)	501 S Main St		Winnsboro	TX	75494-0000	COPsync Texas; NIBRS Module; Data Migration; CAD; RMS; Onsite Training	\$0.00
1063.	Winters Municipal Court (TX)	310 S Main St		Winters	TX	79567-0000	COURTsync	\$0.00

1064.	Winters Police Department (TX)	312 South Main Street		Winters	TX	79567-0000	COPsync Texas; NIBRS Module; RMS	\$0.00
1065.	Wise County Fire Marshal's Office (TX)	205 N. State St		Decatur	TX	76234-0000	COPsync Texas	\$0.00
1066.	Wise County Sheriff's Office (TX)	200 Rook Ramsey Dr	PO Box 899	Decatur	TX	76234-0000	COPsync Texas	\$0.00
1067.	Wise, County of (TX)	101 N Trinity St #101	P.O. Box 308	Decatur	TX	76234-0000	Campus Safe	\$0.00
1068.	Wisner Police Department (LA)	9541 Natchez		Wisner	LA	71378-0000	COPsync Lite	\$0.00
1069.	Wolfe City Municipal Court (TX)	101 West Main St		Wolfe City	TX	75496-0000	Citation Integration	\$0.00
1070.	Wolfe City Police Department (TX)	103 W. Main St.	PO Box 106	Wolfe City	TX	75496-0000	COPsync Texas; NIBRS Module	\$0.00
1071.	Wolfforth Police Department (TX)	302 Main St.		Wolfforth	TX	79382-0000	COPsync Texas	\$0.00
1072.	Wood County Constable Precinct 2 (TX)	716 Greenville Hwy	PO Box 325	Mineola	TX	75773-0000	COPsync Texas	\$0.00
1073.	Wood County Constable Precinct 3 (TX)	117 E Blackburn Street		Hawkins	TX	75765-0000	COPsync Texas; NIBRS Module	\$0.00

1074.	Wood County Constable Precinct 4 (TX)	1001 East Coke Road	PO Box 933	Winnsboro	TX	75494-0000	COPsync Texas; NIBRS Module	\$0.00
1075.	Wood County Fire Marshal (TX)	100 South Main	PO Box 938	Quitman	TX	75783-0000	COPsync Texas	\$0.00
1076.	Wood County Sheriff's Office (TX)	402 S. Stephens	PO Box 307	Quitman	TX	75783-0000	COPsync Texas; NIBRS Module; CAD	\$0.00
1077.	Woodsboro Municipal Court (TX)	121 N Wood Ave	PO Box 632	Woodsboro	TX	78393-0000	Citation Integration	\$0.00
1078.	Woodsboro Police Department (TX)	110 Wood Avenue		Woodsboro	TX	78393-0000	COPsync Texas; NIBRS Module	\$0.00
1079.	Woodville ISD (TX)	505 N Charlton St		Woodville	TX	75979-0000	Campus Safe	\$0.00
1080.	Woodville Municipal Court (TX)	400 W Bluff		Woodville	TX	75979-0000	Citation Integration; COURTsync	\$0.00
1081.	Woodville Police Department (TX)	113 N Charlton St		Woodville	TX	75979-0000	COPsync Texas; NIBRS Module	\$0.00
1082.	Woodworth Police Department (LA)	PO Box 228		Woodworth	LA	71485-0000	COPsync Lite	\$0.00
1083.	Wortham Municipal Court (TX)	PO Box 186~ 110 W Main		Wortham	TX	76693-0000	WARRANTsync	\$0.00
1084.	Wortham Police Department (TX)	104 W. Concho	PO Box 186	Wortham	TX	76693-0000	COPsync Texas; NIBRS Module	\$0.00

1085.	Yoakum County Sheriff's Office (TX)	1405 St Rd 214	PO Box 189	Plains	TX	79355-0000	COPsync Texas	\$0.00
1086.	Yoakum Municipal Court (TX)	PO Box 738		Yoakum	TX	77995-0000	Citation Integration	\$0.00
1087.	Yoakum Police Department (TX)	900 Irvine	P.O. Box 738	Yoakum	TX	77995-0000	CAD; COPsync Texas; Citation Integration; NIBRS Module; RMS	\$0.00
1088.	Young County Sheriff's Office (TX)	315 N. Cliff Drive		Graham	TX	76450-0000	CAD; COPsync Texas; NIBRS Module	\$0.00
1089.	Zavalla Police Department (TX)	838 E Main St		Zavalla	TX	75980-0000	COPsync Texas; Admin TLETS Support; Setup, Installation & Remote Training; Citation Integration	\$0.00
VENDOR CONTRACTS								
1090.	ADP Totalsource, Inc.	3838 North Causeway Blvd, Suite 2000		Metairie	LA	70002		\$0.00

1091.	Databank Holdings, Ltd.	400 South Akard St.	Suite 100	Dallas	TX	75202		\$0.00
1092.	Microsoft Corporation	One Microsoft Way		Redmond	WA	98052		\$0.00
1093.	National Law Enforcement Telecommunications Systems (NLETS)	1918 W. Whispering Wind Drive,		Phoenix	AZ	85085		\$0.00
1094.	TD SYNnex USA	44201 Nobel Drive		Fremont	CA	94538		\$0.00
1095.	Twilio Inc.	101 Spear Street	Fifth Floor	San Francisco	CA	94105		\$0.00
UNEXPIRED LEASES								
1096.	2210, LLC [formerly 7th Street LLC]	2900 E CAUSEWAY APPROACH, SUITE D		Mandeville	LA	70448		\$0.00
1097.	Regus Management Group, LLC	650 Poydras St., Suite 1400		New Orleans	LA	70130		\$0.00

**UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA**

-----X	:	
In re	:	Chapter 11
	:	
Kologik, LLC, et al.,¹	:	Case No. 24-10311
	:	
Debtors.	:	(Joint Administration Requested)
	:	

**NOTICE OF (A) POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY
CONTRACTS PURSUANT TO ASSET PURCHASE AGREEMENT AND (B) CURE
AMOUNTS, IF ANY**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR
AFFILIATES HAS BEEN IDENTIFIED AS A COUNTERPARTY TO AN EXECUTORY
CONTRACT WITH ONE OF THE DEBTORS AS SET FORTH ON EXHIBIT 1
ATTACHED HERETO.**

PLEASE TAKE NOTICE of the following:

1. On April 22, 2024 (the “Petition Date”), the above-captioned debtors and debtors-in-possession (the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Middle District of Louisiana (the “Bankruptcy Court”) commencing these Chapter 11 Cases.
2. On the Petition Date, in connection with the proposed sale (the “Proposed Sale”) of substantially all of the Debtors’ assets to Kologik Software, Inc. (the “Purchaser”), the Debtors filed the *Emergency Motion for Entry of an Order (I) the Bid Protections Contained in Asset Purchase Agreement Between the Debtors As Seller and Kologik Acquisition, Inc.; (II) Approving the Assumption/Assignment Procedures; and (III) Granting Related Relief* (the “Bidding Protections Motion”), seeking among other things, the entry of an order approving (i) certain bid protections for the Purchaser (the “Bid Protections”) and (ii) the procedures for the assumption and assignment of executory contracts in connection with the Proposed Sale (the “Assumption/Assignment Procedures”).

¹ The debtors and debtors in possession these chapter 11 cases (the “Chapter 11 Cases”), along with the last four digits of their respective Employer Identification Numbers, are as follows: Kologik, LLC (3729); Kologik Capital, LLC (3729); and Kologik Capital II, LLC (3729). The Debtors’ mailing address is: 300 Main St., Ste. #2200, Baton Rouge, LA, 70801.

3. On April [], 2024, the Bankruptcy Court entered an order [Dkt. No.] (the “Bidding Protections Order”), granting the relief sought in the Sales Procedures Motion, including approving the Bid Protections and the Assumption/Assignment Procedures.
4. On the Petition Date, the Debtors also filed the *Motion for Entry of an Order Authorizing and Approving (I) Sale of Debtors’ Assets Free and Clear of All Claims, Liens, Encumbrances and Interests Pursuant to Asset Purchase Agreement, (II) Assumption And Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* (the “Sale Motion”).
5. As set forth in both the Bidding Protections Motion and the Sale Motion, the Debtors are seeking to sell substantially all of their assets (the “Assets”) free and clear of liens, claims, or encumbrances pursuant to the term set forth in the Asset Purchase Agreement submitted with the Sale Procedures Motion and the Sale Motion (the “APA”) to the Purchaser.
6. The Bankruptcy Court entered an order setting hearing on the Sale Motion for **May [], 2024 at ____ .m. (Central Time)** (the “Sale Hearing”).
7. **Assigned Agreements.** The APA also provides that the Debtors shall assume and assign to the purchaser, Kologik Software, Inc. (the “Purchaser”) certain executory contracts and unexpired leases (the “Assigned Agreements”) as listed on the “Assigned Agreements Schedule,” which was submitted as Exhibit B to the Bidding Protections Motion and can be viewed at [<https://www.kellyhart.com/pleadings/pleadings.html>].
8. You are receiving this Notice because the Debtors’ records indicate that you are a counterparty to one or more Assigned Agreements. Section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption and assignment, and the APA requires that the Debtors cure any default that they, under the Bankruptcy Code, are required to cure as a condition of assumption.
9. **Cure Amount.** The Debtors have conducted a review of their books and records and have determined that the cure for unpaid monetary obligations, if any, under such Assigned Agreements is set forth in **Exhibit 1** attached hereto (the “Cure Amount”). **Please review Exhibit 1 closely.**
10. **Adequate Assurance.** If you wish to request information to demonstrate that the Purchaser is able to fulfill all obligations in connection with the Assigned Agreements and to satisfy the requirement of providing adequate assurance of future performance as contemplated by section 365 of the Bankruptcy Code, you may do so by contacting: counsel for the Debtors at: (i) Kelly Hart Pitre, 301 Main Street Suite 1600, Baton Rouge, LA 7080 Attn: Louis Phillips and Amelia Hurt (louis.phillips@kellyhart.com, amelia.hurt@kellyhart.com) and (ii) counsel for the Purchaser, Weil, Gotshal & Manges LLP, 700 Louisiana Street, Suite 3700, Houston, Texas 77002, Attn: Gabriel Morgan, Clifford Carlson, and Austin Crabtree (gabriel.morgan@weil.com, clifford.carlson@weil.com, austin.crabtree@weil.com).

11. **Cure Amount Objections.** If you object to: (a) the proposed assumption and assignment to the Purchaser or (b) if applicable, the proposed Cure Amount (any objections to the proposed Cure Amount, a “Cure Objection”), you **must** file an objection, which states with specificity, the legal and factual basis of your objection no later than **4:00 p.m. (Central Time) on [May 13], 2024.**
12. **Failure to Object.** If no objection is timely filed and served, (x) you shall be deemed to have consented to the assumption and assignment of the Assigned Agreement to the Purchaser and shall be forever barred from asserting any objection with regard to such assumption and assignment, (y) the Cure Amount shall be controlling, notwithstanding anything to the contrary in any Assigned Agreement, or any other document, and you shall be deemed to have consented to the Cure Amount and shall be forever barred from asserting any other claims related to such Assigned Agreement against the Debtors or the Purchaser, or the property of any of them, and (z) the Purchaser will be deemed to have provided adequate assurance of future performance for such Assigned Agreement in accordance with section 365(f)(2)(B) of the Bankruptcy Code and you shall be forever barred from asserting against the Debtors, their estates, and the Purchaser, any additional obligation to provide adequate assurance of future performance.
13. **Hearing on Cure Objections.** If a Cure Objection is timely received and such objection cannot otherwise be resolved by the parties, such objection shall be heard at the Sale Hearing or such other hearing scheduled prior to any scheduled closing of the transactions contemplated in the APA, except that a Cure Objection may be adjourned by the Debtors until after the closing of such transactions; provided, that, the Debtors may assume and assign the applicable Assigned Agreement(s) prior to the resolution of the Cure Objection; provided, that, the Debtors shall reserve cash in an amount sufficient to pay the Cure Costs reasonably asserted by the applicable counterparty (or such lesser amount as may be fixed or estimated by the Court or otherwise agreed to by the counterparty and the Debtors).
14. **Copies of all pleadings referenced herein are available, free of charge at the following website:**
[<https://www.kellyhart.com/pleadings/pleadings.html>]
15. This Notice is subject to the full terms and conditions of the Bidding Protections Order and the Sale Motion, and the Debtors suggest that all interested parties review such documents in their entirety. To the extent that this notice is inconsistent with the Bidding Protections Order, the terms of the Bidding Protections Order shall govern.

Dated: April __, 2024.

Respectfully submitted,

KELLY HART PITRE

/s/ **Louis M. Phillips**

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Proposed Counsel for the Debtors

Exhibit 1 - Cure Amount Schedule

Cure Amount Schedule

(cover page only)