

## **EMPLOYER AGENCY AGREEMENT TO TERMS AND CONDITIONS**

THIS AGREEMENT TO TERMS AND CONDITIONS (hereinafter, the “Agreement”) is made this [ ] Day of [INSERT MONTH] 20[ ] (hereinafter, “Effective Date”) between Convoy Judicial Transport, Inc. (hereinafter, “Convoy”), a corporation duly organized and existing under the laws of the State of Florida, having its primary place of business at 3554 Ocean Drive, 801 North, Vero Beach, Florida, United States of America, 32963 and [INSERT EMPLOYER AGENCY NAME] (hereinafter, “Employer Agency”), a state or municipal law enforcement agency or other Governmental Authority duly created and existing under the Laws of [INSERT STATE NAME] having its permanent address at [INSERT EMPLOYER AGENCY ADDRESS] (hereinafter, collectively, the “Parties,” and individually, “Party”).

### **WHEREAS:**

1. Convoy is the owner of the “Convoy Prisoner Transport App” (hereinafter, the “App”) and all related Intellectual Property, including the website <https://convoytransports.com> (hereinafter, “Online Platform”) and all related Software, regarding the facilitation of transporting prisoners between certain qualified law enforcement agencies and their officers;
2. Employer Agency is a [XX] state Governmental Authority charged with enforcing the Law in [INSERT JURISDICTION];
3. As part of its law enforcement duties, Employer Agency employs certain law enforcement officers who are currently charged with and engaged in the Transport of Prisoners in [INSERT JURISDICTION] from arresting or holding law enforcement agencies to other law enforcement agencies requesting that a Prisoner be picked up and transported to them in order to execute a lawful served warrant or hold, and in that connection Employer Agency seeks to permit its employed law enforcement officers to serve as Convoy Drivers using the App, Online Platform, and related Convoy Intellectual Property to facilitate the execution of User Agencies’ Prisoner transportation duties when those Employer Agency law enforcement officers are off-duty and utilizing their take-home vehicles in accordance with the terms of this Agreement.

Now, **THEREFORE**, in consideration of the covenants and agreements herein contained, it is agreed as follows:

## **I. Purpose And Structure Of Agreement**

- a. **Purpose of Agreement.** Employer Agency wishes to enter into an agreement authorizing its off-duty law enforcement officers to serve as Convoy Drivers and use Convoy Intellectual Property to facilitate User Agencies' Prisoner Transport Services.
- b. **Structure of Agreement.** The Agreement consists of: (1) the provisions set forth herein; and (2) the Exhibit(s) referenced herein and attached hereto.
- c. **Definitions.** All capitalized terms used in the Agreement shall have the meanings set forth in **Exhibit 1: Definitions** attached hereto. Other capitalized terms used in the Agreement are defined where they are used and have the meanings so indicated.

## **II. Services Provided**

- a. **Services provided by Convoy.**
  - i. Convoy will provide Employer Agency access to Convoy's Online Platform, App, and related Software that allow the User Agencies to create Job Postings requesting Prisoner Transport Services provided by off-duty law enforcement officers employed by Employer Agency. Convoy will allow Employer Agency to add its officers to Convoy's Online Platform and App to serve as Convoy Drivers and complete transport requests generated by User Agencies. Convoy Drivers are off-duty law enforcement officers, who are full time employees of Employer Agency, and who have separately entered agreements with Convoy to use their take-home vehicles to complete Convoy Job Postings by providing transport of Prisoners from an arresting or holding agency to the agency requesting pick-up of the Prisoner in the App.
  - ii. Convoy will provide Employer Agency the ability to track each Job Posting from its initiation to its completion, including when the transport request is accepted by a Convoy Driver, when the Convoy Driver picks up the identified Prisoner in need of transport, and when the officer completes the transport by dropping off the Prisoner at the Governmental Authority that requested the transport.

- iii. Convoy will provide the Employer Agency access to its Job Posting, payment, and billing history on Convoy's Online Platform. Convoy will provide the Employer Agency the ability to generate electronic reports of Job Posting, payment, and billing history on Convoy's Online Platform.

**b. Services provided by Employer Agency.**

- i. In order to utilize Convoy's Services describes herein, Employer Agency agrees to create an account on Convoy's Online Platform. Employer Agency agrees to provide accurate, current, and complete information during the registration process to create said account and to keep Employer Agency's account information up to date and accurate at all times. Employer Agency is responsible for maintaining the confidentiality of its account credentials and for all activities that occur under Employer Agency's account. Employer Agency agrees to notify Convoy immediately of any unauthorized use of Employer Agency's account or any other breach of security involving Convoy's Online Platform, App, or Software that Employer Agency becomes aware of.
- ii. By entering this Agreement and creating an account on Convoy's Online Platform and App, Employer Agency agrees to add its officers to Convoy's Online Platform and App and thereby permit them to serve as Convoy Drivers and complete transport requests generated by User Agencies. Employer Agency is responsible for authorizing its officers to complete transports. Convoy Drivers may accept Job Posting transport requests based on availability and eligibility criteria set by the Employer Agency. Convoy in no way guarantees the availability of Convoy Drivers during the Term of this Agreement. Employer Agency is responsible for ensuring that its officers who register as Convoy Drivers have and maintain all necessary qualifications, training, and approvals required by the Employer Agency. Convoy is in no way responsible for ensuring Convoy Drivers satisfy Employer Agency's qualification, training, or approval requirements.

**c. Cooperation of Employer Agency.**

- i. Employer Agency agrees to communicate effectively with Convoy, User Agencies, and Convoy Drivers as necessary to ensure timely and efficient completion of each Job Posting.
- ii. Employer Agency agrees to comply with all reasonable requests of Convoy and shall provide Convoy, User Agencies, and Convoy Drivers with access to all Documents and Facilities as may be reasonably necessary for the performance of the Services described under this Agreement.
- iii. Employer Agency agrees to use Convoy's Online Platform, App, and all other Intellectual Property that Employer Agency has access to under this Agreement for lawful purposes only and to comply with all applicable Laws, regulations, and policies when engaging in the Services describes in this Agreement. Employer Agency agrees not to engage in any conduct that could disrupt or interfere with the operation or security of Convoy's Services describes in this Agreement. Such prohibited conduct includes but is not limited to hacking, spamming, or transmitting malware in any way that could disrupt or interfere with Convoy's Services described herein.
- d. **Establishment of Intergovernmental Agreement(s).** Employer Agency acknowledges that by its using the Convoy Online Platform, App, and related Software it enters into an Intergovernmental Agreement with each User Agency that separately agrees with Convoy to post Prisoner Transport requests using Convoy's Software.

### **III. Collection And Distribution Of Fees And Expenses**

#### **a. Collection.**

- i. Convoy will charge the User Agency a \$50.00 job initiation fee each time the User Agency creates a Job Posting in the App.
- ii. Convoy will charge the User Agency a \$4.85 per mile fee for each Job Posting.

#### **b. Distribution.**

- i. Convoy will distribute the \$50.00 job initiation fee to the Convoy Driver who accepts the User Agency's Job Posting.

- ii. Convoy will distribute a payment of \$1.85 to the Convoy Driver per mile driven by the Convoy Driver in the completion of the User Agency's Job Posting.
- iii. Convoy will distribute a payment of \$0.60 to the Employer Agency per mile driven by a Convoy Driver who is a full-time employee of that Employer Agency.
- iv. As payment for the provision of its Services described herein, Convoy will retain the remaining, undistributed \$2.40 portion of the per mile fee Convoy collects per mile driven by the Convoy Driver in connection with each Job Posting.

#### **IV. Ownership Of Intellectual Property Rights**

- a. Convoy is the sole and exclusive owner of all patents, trademarks, copyrights, and other Intellectual Property that is shared with Employer Agency as a result of this Agreement, including but not limited to Convoy's Online Platform, App, text, graphics, logos, and related Software. Employer Agency only has the right to access and use Convoy's Intellectual Property under the authority of Convoy as described in this Agreement. The copyright in all deliverables created hereunder for Employer Agency, if any, shall belong to Convoy. All Intellectual Property Rights in all pre-existing works and derivative works of such pre-existing works and other deliverables and developments made, conceived, created, discovered, invented, or reduced to practice in the performance of the Services described hereunder are and shall remain the sole and absolute property of Convoy, subject to a world-wide, non-exclusive license to Employer Agency for its internal access to and use of Convoy's Intellectual Property as intended under this Agreement. Employer Agency may not modify, reproduce, distribute, or create any derivative works based on Convoy's Intellectual Property without prior written consent from Convoy.
- b. Employer Agency agrees not to make any claims to Convoy's Intellectual Property, copy, alter, develop, or use Convoy's Intellectual Property for its own purposes outside of the terms of this Agreement in any way.

- c. Employer Agency agrees to take reasonable steps to prevent the disclosure of any Convoy Intellectual Property and to notify Convoy of any Intellectual Property right violation that it becomes aware.
- d. Convoy retains all rights pertaining to the enforcement of its Intellectual Property rights.

**V. Confidentiality**

- a. **Confidential Information.** The Parties acknowledge that by reason of their relationship to the other hereunder, each may disclose or provide access (the “Disclosing Party”) to the other Party (the “Receiving Party”) certain Confidential Information. “Confidential Information” shall mean (i) information concerning a Party’s products, business and operations including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, price lists, product white paper, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other Intellectual Property, of a Party and its Affiliates that may be at any time furnished, communicated or delivered by the Disclosing Party to the Receiving Party, whether in oral, tangible, electronic or other form; (ii) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (iii) information acquired during any tours of or while present at a Party’s Facilities; and (iv) all other non-public information provided by the Disclosing Party hereunder. In no event shall Convoy’s use or disclosure of information regarding or relating to the development, improvement, or use of any of Convoy’s products be subject to any limitation or restriction. All Confidential Information shall remain the property of the Disclosing Party.
- b. **Use of Confidential Information; Standard of Care.** The Receiving Party shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its employees, subcontractors, consultants, and

representatives who have a need to know such Confidential Information in order to fulfill the business affairs and transactions between the Parties contemplated by this Agreement and who are under confidentiality obligations no less restrictive as this Agreement. The Receiving Party shall at all times remain responsible for breaches of this Agreement arising from the acts of its employees, subcontractors, consultants, and representatives. Receiving Party shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Receiving Party shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement and agrees not to use the Disclosing Party's Confidential Information for any other purpose or for the benefit of any Third Party, without the prior written approval of the Disclosing Party. The Receiving Party shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information.

- c. **Exceptions.** Confidential Information does not include information that: (a) was lawfully in Receiving Party's possession before receipt from Disclosing Party; (b) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party; (c) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; (d) Receiving Party receives from a Third Party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal or contractual obligation, or (e) is disclosed by Receiving Party with Disclosing Party's prior written approval.
- d. **Required Disclosures.** If the Receiving Party is confronted with legal action to disclose Confidential Information received under this Agreement, the Receiving Party shall, unless prohibited by applicable Law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate, and Receiving Party shall reasonably assist disclosing Party in such efforts. If disclosure is nonetheless

required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.

e. **Unauthorized Use or Disclosure of Confidential information; Equitable Relief.**

In the event the Receiving Party discovers that any Confidential Information has been used, disseminated, or accessed in violation of this Agreement, it will immediately notify the Disclosing Party; take all commercially reasonable actions available to minimize the impact of the use, dissemination, or publication; and take any and all necessary steps to prevent any further breach of this Agreement. The Parties agree and acknowledge that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to the Disclosing Party for which there may be no adequate remedy at Law. In such event the Disclosing Party shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in Law or at equity.

f. **Return of Confidential Information; Survival.** Receiving Party shall promptly return or, at Disclosing Party's option, certify destruction of all copies of Confidential Information at any time upon request or within thirty (30) days following the expiration or earlier termination of the Agreement. Notwithstanding any expiration or termination of this Agreement, Receiving Party's obligations to protect the Confidential Information pursuant to this Section will survive for two (2) years after the expiration or earlier termination of this Agreement

**VI. Relationship Of The Parties**

a. By using Convoy's Services, the Employer Agency acknowledges the creation of an Intergovernmental Agreement by and between the User Agencies and the Employer Agency by which the Employer Agency authorizes its employees, the Convoy Drivers responding to a User Agency's Job Posting on Convoy's App, to perform the transport of the Prisoner requested by a User Agency.

b. The relationship of the Parties to the Agreement is that of independent contractors. Nothing in the Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture between the Parties or between one Party and the other Party's



employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties, or commitments on behalf of the other Party, or otherwise act on behalf of the other. The Agreement shall not be construed as constituting either Party as partner, joint venture, or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income Taxes and social security), workers compensation, and all other employment benefits.

## **VII. Term And Termination**

- a. **Term of Agreement.** The Term of the Agreement shall begin upon the Effective Date and will terminate one (1) calendar year (365 days) thereafter, unless earlier terminated or extended in accordance with the provisions of the Agreement.
- b. **Renewal.** This Agreement shall have an initial term as outlined in Section VII(a) of this Agreement, unless earlier terminated in accordance with the provisions in Section VII(c) of this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one-year terms (each a “Renewal Term”), unless not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term, either Party notifies the other in writing of its intent not to renew the Agreement. The Initial Term and Renewal Terms, if any, are collectively referred to herein as the “Term.”
- c. **Termination.**
  - i. **Termination for Breach.** Either Party may terminate this Agreement at any time in the event of a breach by the other Party of a material covenant, commitment or obligation under this Agreement that remains uncured: (i) in the event of a monetary breach, ten (10) calendar days following written notice thereof; and (ii) in the event of a non-monetary breach, after thirty (30) days following written notice thereof. Such termination shall be

effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

ii. **Termination for Bankruptcy, Insolvency, or Financial Insecurity.**

Either Party may terminate this Agreement immediately at its option upon written notice if the other Party: (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within ninety (90) calendar days after its filing; (iii) ceases to do business in the normal course; or (iv) makes an assignment for the benefit of creditors. This Agreement shall terminate immediately and automatically upon any determination by a court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this Agreement pursuant to 11 U.S.C. § 365.

iii. **Termination for Convenience.** Convoy may terminate this Agreement at any time with or without cause by giving thirty (30) days prior written notice.

iv. **Obligations Upon Termination.** Termination of this Agreement for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Convoy shall pay Employer Agency for all Services rendered prior to the effective date of termination. Upon termination each Party shall return the other Party's Confidential Information that is in its possession at the time of termination. Upon the termination of the Agreement, the Employer Agency shall promptly return to Convoy any equipment, materials, or other property of Convoy relating to the terminated Services which are in Employer Agency's possession or control.

**VIII. Limitation And Disclaimer Of Warranties**

- a. Convoy provides the Services described in this Agreement on an “as is” and “as available” basis. Convoy does not warrant in any form the results or achievements of the Services provided under this Agreement. Convoy does not warrant that Job Postings will be uninterrupted or error-free or that any defects in Convoy’s Services described in this Agreement will be corrected. Convoy only warrants that its Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices.
- b. The warranty set forth in this section is exclusive and is in lieu of all other warranties, express, implied, statutory, or otherwise with respect to the Services, work product or deliverables provided under this Agreement, or as to the results which may be obtained therefrom. Convoy disclaims any and all implied warranties including, but not limited to, the warranties of merchantability, fitness for a particular purpose, or against infringement. Convoy shall not be liable for any Services or work product or deliverables provided by Third Party vendors identified or referred to the Employer Agency by Convoy during the term of this Agreement. Employer Agency’s exclusive remedy for breach of this warranty is reperformance of the Services, or if reperformance is not possible or conforming, refund of amounts paid under this Agreement for such non-conforming Services.

**IX. Indemnification**

- a. Employer Agency agrees to indemnify, defend, and hold Convoy and its Affiliates and their respective officers, directors, employees, and agents harmless from and against any and all Third-Party Claims, Losses, liabilities, damages, expenses, and costs, including attorney’s fees and court costs, arising out of a Prisoner Transport using the App, including Convoy’s or Employer Agency’s willful misconduct, gross negligence, negligence, or material breach of any of the terms of this Agreement. Employer Agency’s liability under this Section shall not be reduced proportionally to the extent that any act or omission of Convoy or its Affiliates contributed to such liability. Convoy shall provide Employer Agency with prompt written notice of any Claim arising out of this Agreement and shall give complete control of the defense and settlement to the Employer Agency, and shall cooperate

with the Employer Agency, its insurance company, and its legal counsel in its defense of such Claim(s).

- b. This Section states the entire obligation and the exclusive remedies with respect to the Parties' indemnification obligations pursuant to this Agreement.

**X. Limitation Of Liability And Actions**

- a. Except for Convoy's confidentiality obligations under Section V of this Agreement and Indemnification obligations under Section IX of this Agreement, in no event shall Convoy be liable under this Agreement to Employer Agency for any incidental, consequential, indirect, statutory, special, exemplary or punitive damages, including, but not limited to, lost profits, loss of use, loss of time, inconvenience, lost business opportunities, damage to good will or reputation, and costs of cover, regardless of whether such liability is based on breach of contract, tort, strict liability, or otherwise, and even if advised of the possibility of such damages or such damages could have been reasonably foreseen.
- b. No action shall be brought for any Claim relating to or arising out of this Agreement more than one (1) year after the accrual of such cause of action, except for money due on an open account.

**XI. Governing Law, Venue, and Dispute Resolution**

- a. The terms and provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of law of Florida.
- b. The Parties hereby agree that all Disputes arising out of this Agreement shall be brought solely in any state or federal court located in Indian River County, Florida. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

**XII. Attorney's Fees And Costs**

- a. If Convoy or Employer Agency incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses or costs from the other Party.

- b. If Convoy incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due it under this Agreement, Employer Agency agrees to reimburse Convoy for all such costs, expenses, and fees.

**XIII. Assignment And Third-Party Beneficiaries**

- a. Neither Convoy nor Employer Agency may subcontract its obligations and rights to a Third Party. There are no third-party beneficiaries to this Agreement.

**XIV. Severability And Survival**

- a. If any provision or portion of this Agreement shall be rendered by applicable Law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
- b. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Convoy or Employer Agency to this Agreement.

**XV. Headings And Construction**

- a. The headings and captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Convoy or Employer Agency regardless of which party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting party.

**XVI. Counterparts, Accepted Signatures, And Authorized Signatories**

- a. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

- b. It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

**XVII. Notices**

- a. All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:

**Convoy:**

Convoy Judicial Transport, Inc.  
3554 Ocean Drive, 801 North  
Vero Beach, Florida 32963  
Attention: John C. Cox  
(404) 395-3609  
[admin@convoytransports.com](mailto:admin@convoytransports.com)

**Employer Agency: [INSERT EMPLOYER AGENCY NAME]:**

[address]  
Attention: [name/department]  
[telephone #]  
[e-mail address]

**XVIII. Rights Cumulative**

- a. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law or equity.

**XIX. Waiver**

- a. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

**XX. Entire Agreement; Modification**

- a. This Agreement, and Exhibit 1 attached hereto, is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives, or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.
- b. Convoy reserves the right to modify the terms of this Agreement at any time without prior notice. Any changes to the terms of this Agreement will be effective immediately upon Convoy notifying the Employer Agency of the change. Such notification may be made orally, in writing, or through other electronic means at Convoy's discretion. Employer Agency's continued use of Convoy's Services described herein after being notified of a change in terms constitutes Employer Agency's acceptance of that change in terms.

**XXI. Exhibits**

- a. The following Exhibits are attached hereto and incorporated herein by reference:
  - i. **Exhibit 1: Definitions.**

In witness whereof, the Parties hereto have executed this Agreement on the date set forth below.

**Convoy Judicial Transport, Inc.**

By: \_\_\_\_\_  
Name: John C. Cox  
Title: President  
Date: [INSERT EFFECTIVE DATE]

**Employer Agency: [INSERT AGENCY NAME]**

By: \_\_\_\_\_  
Name: [signer's name]  
Title: [signer's title]  
Date: [INSERT EFFECTIVE DATE]

## EXHIBIT 1: DEFINITIONS.

The following terms used in the Agreement shall have the meanings indicated below, as supplemented by any specific definitions provided in the text of the Agreement:

**Affiliate.** With respect to a Party, any entity at any tier that controls, is controlled by, or is under common control with that Party. For purposes of this definition, the term “control” (including with correlative meanings, the terms “controlled by” and “under common control with”) means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise.

**Agreement.** The Agreement to Terms and Conditions, all exhibits thereto, and all amendments or modifications executed pursuant to the Agreement to Terms and Conditions, which documents are incorporated into the Agreement by this reference.

**App.** The mobile smart phone application and supporting Software referenced herein created and owned by Convoy, which App and Software to be utilized by Convoy Drivers in accordance with the terms of the Agreement.

**Claim.** Any civil, criminal, administrative, regulatory or investigative action or proceeding commenced or threatened by a Party or Third Party, including governmental authorities and regulatory agencies, however described or denominated.

**Confidential Information.** Any (i) information concerning a Party’s products, business and operations including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, price lists, product white paper, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other Intellectual Property, of a Party and its Affiliates that may be at any time furnished, communicated or delivered by the Disclosing Party to the Receiving Party, whether in oral, tangible, electronic or other form; (ii) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (iii) information acquired during any tours of or while present at a Party’s facilities; and (iv) all other non-public information provided by the Disclosing Party hereunder. This definition specifically includes any and all information pertaining to the personal identity of Convoy Drivers, as well as any protected information relative to the identity or otherwise statutorily protected information of the transported Prisoner.

**Convoy.** Convoy Judicial Transport, Inc., a Florida corporation that develops and provides software solutions and applications for use by law enforcement agencies or other Governmental Authorities for the purposes of facilitating and arranging prisoner transports in accordance with the terms of this Agreement.

**Convoy Driver.** A law enforcement professional who has been authorized by his or her employer to, pursuant to the Intergovernmental Agreement by and between User Agencies and his or her



Employer Agency, provide transport of Prisoners sought by the User Agencies utilizing Convoy Software and App.

**Dispute.** Any controversy or Claim, including situations or circumstances in which the Parties are required to mutually agree on additions, deletions or changes to terms, conditions, or charges, arising out of, or relating to, the Agreement.

**Document.** Any printed, written, typed, recorded, transcribed, taped, photographic, or graphic matter, however produced or reproduced, including, but not limited to: any letter, correspondence, or communication of any sort; electronic mail, either sent or received; file, print, negative, or photograph; sound or video recording; note, notebook, diary, calendar, minutes, memorandum, contract, agreement, or any amendment thereto; telex, telegram, or cable; summary, report, or record of any telephone conversation, personal conversation, discussion, interview, meeting, conference, investigation, negotiation, act, or activity; projection, work paper or draft; computer output or input; data processing card; opinion or report of any consultant; request, order, invoice, or bill of lading; analysis, diagram, map, index, sketch, drawing, plan, chart, manual, brochure, pamphlet, advertisement, circular, newspaper or magazine clipping; press release; receipt, journal, ledger, schedule, bill, or voucher; financial statement, statement of account, bank statement, checkbook, check stubs or register, canceled check, deposit slip, charge slip, tax return, or requisition; file, study, graph, or tabulation; and all other writings and recordings of whatever nature, whether signed, unsigned or transcribed, and any other data compilation from which information can be obtained or translated. Document shall also mean: the original and/or any non-identical original or copy, including those with any marginal note or comment or showing additions, deletions, or substitutions; drafts; attachments to or enclosures with any document; and any other documents referred to or incorporated by reference in the document. Document also specifically includes all electronic documents and other “electronically stored information” (whether stored electronically or in the form of a hard-copy, print-out, or otherwise) and all attachments thereto.

**Effective Date.** The date of execution of this Agreement as set forth by the Parties on the initial page and signature page of this Agreement.

**Employer Agency.** The Governmental Authority for which Convoy Drivers work for in their professional and full-time capacity.

**Exhibit.** An attachment to the Agreement as such attachment may be amended.

**Facility.** Any building or physical location operated by User Agencies or Employer Agencies at which the User Agencies and Employer Agencies will provide and perform the Services as set forth in the Agreement.

**Governmental Authority.** Any nation or government, any federal, state, province, territory, city, town, municipality, county, local or other political subdivision thereof or thereto, any quasi-Governmental Authority, and any court, tribunal, arbitral body, taxation authority, department, commission, board, bureau, agency, instrumentality thereof or thereto or otherwise which

exercises executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

**Job Posting.** The process by which a User Agency utilizes Convoy Software to indicate that it desires a Convoy Driver to affect a transport of a wanted Prisoner and provides the necessary information to complete said transport in accordance with the terms of the User Agency's agreement with Convoy.

**Intellectual Property.** All Convoy Software referenced herein related to the facilitation of transporting prisoners between certain qualified law enforcement agencies or other Governmental Authorities and their officers developed by Convoy, including but not limited to creations of Convoy and its Affiliates, whether creative or intellectual, such as software code, sources, art and designs, and the names, symbols, and images used in the execution of Convoy's business operations and delivery of Services referenced herein. Intellectual Property specifically includes all Convoy's App, the Online Platform, and all related underlying Convoy Software pre-existing upon the Effective Date or developed thereafter in accordance with this Agreement.

**Intellectual Property Rights.** Any and all intellectual property rights existing from time to time under any Law, including patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law (together with all of the goodwill associated therewith), unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. For purposes of this definition, rights under patent law shall include rights under any and all patent applications and patents (including letters patent and inventor's certificates) anywhere in the world, including any provisionals, substitutions, extensions, supplementary patent certificates, reissues, renewals, divisions, continuations in part (or in whole), continued prosecution applications, requests for continued examination, and other similar filings or stages thereof provided for under the laws of the United States, or of any other country.

**Intergovernmental Agreement.** The mutual agreement made between Employer Agency and User Agencies as referenced herein and by which agreement Employer Agency acknowledges its use of Convoy's Online Platform, App, and related Software creates an agreement with each User Agency that utilizes Convoy Software to create Job Postings requesting that Employer Agency's employed law enforcement officers serve as Convoy Drivers to provide Transports as requested by User Agency.

**Law.** All applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncement having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city, province, or other political subdivision, including those promulgated, interpreted, or enforced by any Governmental Authority.

**Losses.** Any judgments, settlements, awards, losses, charges, liabilities, penalties, interest claims (including Taxes and all related interest and penalties incurred directly with respect thereto), however described or denominated, and all related reasonable costs, expenses and other charges

(including all reasonable attorneys' fees and reasonable internal and external costs of investigations, litigation, hearings, proceedings, document and data productions and discovery, settlement, judgment, award, interest and penalties), however described or denominated.

**Online Platform.** Any and all Software developed by Convoy for the purposes of the delivery of services contemplated herein, including but not limited to websites, financial transaction interfacing, mobile applications and on-line banking transactions.

**Party.** Convoy or the Employer Agency and their respective Affiliates.

**Parties.** Convoy and the Employer Agency and their respective Affiliates.

**Person.** An individual, corporation, limited liability company, partnership, trust, association, joint venture, unincorporated organization or entity of any kind or nature, or a Governmental Authority.

**Prisoner.** The individual that is sought by the User Agency and transported by the Convoy Driver.

**Prisoner Transport Services.** The act of physically moving a Prisoner wanted by the User Agency from the Governmental Authority holding the Prisoner to the User Agency Facility by the Convoy Driver.

**Services.** The (i) services, functions, responsibilities, activities, tasks and projects to be performed by the Parties as set forth in the Agreement, as they may evolve and be supplemented and enhanced during the Term; (ii) the functions, responsibilities, activities, tasks and projects not specifically described in the Agreement as a part of services which are required for the proper performance and provision of the services or are an inherent part of, or necessary subpart included within, the services; (iii) services, functions, responsibilities, activities, tasks and projects that are of a nature and type that would ordinarily be performed by a company or Governmental Authority in the Parties' industry sector(s), even if not specifically described in the Agreement; and (iv) services, functions, responsibilities, activities, tasks and projects routinely performed by the Parties' personnel, even if not specifically described in the Agreement.

**Software.** Any computer programming code consisting of instructions or statements in a form readable by individuals (source code) or machines (object code), and related documentation and supporting materials therefor, in any form or medium, including electronic media.

**Tax.** Federal, state, and local sales, use and other similar types of transfer taxes or fees, however designated or imposed, which are in the nature of a transaction tax or fee, but not including any taxes, duties or fees imposed on or measured by net or gross income or gross receipts, capital stock or net worth or in the nature of an income, capital, franchise, or net worth tax.

**Third Party.** A business, entity, or Person other than the Parties, a User Agency, an Employer Agency, or their respective Affiliates.

**Third-Party Claims.** Any Claim brought against Convoy, a User Agency, an Employer Agency, a Convoy Driver, or one of their respective Affiliates arising out of, or related to, this Agreement.

**User Agency.** The law enforcement agency or other Governmental Authority seeking the transport of a wanted Prisoner and utilizing Convoy Software to conduct a Job Posting, thereby allowing Convoy Driver(s) employed by an Employer Agency to perform a Prisoner Transport Service of the individual wanted by the User Agency.