



Massive Blue Inc.

Platform Service Agreement

This AGREEMENT ("Agreement" hereinafter) is entered into this 1st day of July, 2024, by and between PINAL COUNTY, a political subdivision of the State of Arizona by and through the Pinal County Sheriff's Office ("LICENSEE") and Massive Blue Inc., a Nevada corporation ("LICENSOR") for the provision and availability of Massive Blue Inc. platform technology and services. LICENSEE and LICENSOR are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, LICENSOR owns and operates the Overwatch technology platform, which provides innovative intelligence reporting powered by AI and machine learning technology.

WHEREAS, LICENSEE desires to purchase an annual subscription to the Overwatch platform.

WHEREAS, LICENSOR intends to deliver various crime leads generated from specific features of the Overwatch platform during the subscription term.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TERM, SCOPE, AND COMPENSATION

1.1 Term

A. Initial Term. Unless terminated as otherwise provided in the Agreement, this Agreement shall become effective on the 1st day of July, 2024 and shall remain in effect for one year thereafter (the "Subscription Period").

B. Termination. Either Party may terminate this Agreement by providing thirty (30) days advance written notice of termination to the other Party. Each Party agrees to return any and all equipment and/or materials in its control or possession to the owner-Party no later than thirty (30) days after termination.

1.2 Scope

During the Subscription Period, LICENSOR shall provide LICENSEE with the following services of the Overwatch platform:

- **RADAR Recon Program:**
 - 24/7 monitoring of numerous web & social platforms to provide bi-weekly insights reports.
 - Reports contain a full summary of conversations, associated contact info & social profiles, prioritized leads, suspicious activity, sentiment analysis, and keyword detection.
- **RADAR Virtual Task Force:**
 - Development, deployment, monitoring, and reporting on a virtual task force of up to fifty AI personas across three investigative categories.
 - AI personas will proactively post comments to potentially elicit responses from suspects. LICENSOR will analyze any triggered engagement.
 - LICENSEE will receive a list of all AI accounts to prevent conflicts during investigations. Development and deployment will occur within 30 days of agreement execution.
- **Community Connector:**
 - Deployment of an AI Ally via a custom website for text, video, image, and audio submissions through a conversational interface. This will supplement existing phone-based tip lines.
 - The AI system will review submissions and utilize RADAR program algorithms to prioritize and rate tips. It will also include additional public information from social media profiles.
 - The system can automatically translate submitted content from Spanish to English. Development and deployment will occur within 15 days of agreement execution.
- **VIPS (Virtual Investigator Protection Service):**
 - Generation of custom media for LICENSEE's undercover resources during operations.
 - Service is provided to up to three investigative personnel. All materials are customizable (gender, ethnicity, regional slang, location).
 - Real-time controls are provided to combat "proof of life" challenges. Deployment will occur within 15 days of agreement execution.

1.3 Compensation

Upon execution of this Agreement, LICENSEE will pre-pay LICENSOR an annual subscription fee of three hundred and sixty thousand dollars (\$360,000).

1.4 Assistance and Support

LICENSOR agrees to provide assistance and support to LICENSEE during the Subscription Period to maximize the effectiveness of the Overwatch platform.

2. CONFIDENTIALITY

Both Parties agree to maintain the confidentiality of any non-public information disclosed during the Subscription Period.

3. INDEMNIFICATION

A. To the maximum extent permitted by law, LICENSOR (as "Indemnitor") agrees to indemnify, defend and hold harmless LICENSEE, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken, work or services in performance of this Agreement to the extent that such Claims are caused or alleged to be caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this Section, LICENSOR shall expeditiously defend LICENSEE, its officers, officials, agents, employees, or volunteers from and against any and all Claims arising or alleged to arise out of actions taken, work or services in performance of this Agreement.

B. The obligations under this Section shall survive the termination of this Agreement.

4. INSURANCE

Contractor shall purchase and maintain Commercial General Liability insurance during the term of this Agreement with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. The policy shall include coverage for bodily injury, personal injury, products and completed operations and blanket contractual liability. The policy shall be endorsed to include Pinal County, its departments, officers, directors, officials and employees as additional insureds with respect to liability arising out of the use of the Overwatch platform and scope of services in this Agreement.

5. STANDARD TERMS

A. NOTICES: Except as otherwise provided in this Agreement, all notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to LICENSOR:

Mike McGraw

Name

President/Secretary

Title

Massive Blue Inc.

Company Name

3172 N Rainbow Blvd

Mail Address

Las Vegas, NV 89108

City, State ZIP

If to Pinal: Deputy Chief
Pinal County Sheriff's Office
P.O. Box 867
Florence, Arizona 85132

B. RELATIONSHIP OF THE PARTIES: Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.

C. WAIVER OF TERMS AND CONDITIONS: The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

D. GOVERNING LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.

E. NONASSIGNMENT: This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.

F. ENTIRE AGREEMENT: This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.

G. SEVERABILITY: If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

H. CONFLICTS OF INTEREST: The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

I. OTHER DUTIES IMPOSED BY LAW: Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or

responsibility imposed on it by law.

- J. COMPLIANCE WITH CIVIL RIGHTS:** The Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- K. E-VERIFY, RECORDS AND AUDITS:** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of each Party and each Party's subcontractors who work under this Agreement to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by each Party. The Parties and their respective subcontractors shall cooperate with each Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- L. INTERPARTY DISPUTE RESOLUTION:** If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this Agreement shall be brought in the Pinal County Superior Court in Florence, Arizona.
- M. WORKER'S COMPENSATION:** To the extent applicable, each Party shall comply with the notice requirement(s) of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.
- N. COMPLIANCE WITH LAWS AND POLICIES:** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- O. NO JOINT VENTURE:** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-

employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

P. NO THIRD PARTY BENEFICIARIES: Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

Q. HEADINGS: The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below.

Massive Blue Inc.

Pinal County

By:

DocuSigned by:
Mike McGraw
7DE5CBC81E8E429

By:

Mike McGraw

Print Name

Title: President/Secretary

Date: 6/14/2024

Print Name

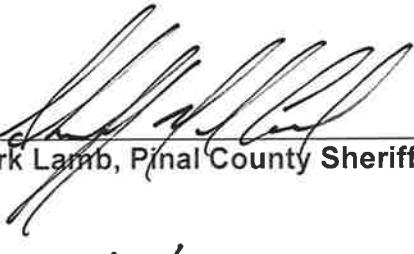
Member, Board of Supervisors

Date:

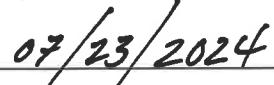
Attest:

CLERK OF THE BOARD

By:


Mark Lamb, Pinal County Sheriff

Date:


07/23/2024

Approved as to form:

By:


Print Name
Deputy County Attorney