

EXHIBIT C
JOINDER
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Reference is made to that certain Master Services Agreement (the “**MSA**”) dated December 9, 2019, by and among (1) the Colorado Information Sharing Consortium, a Colorado local government entity (the “**CISC**”), (2) Radix Metasystems, Inc., a Colorado corporation (the “**Provider**”), and (3) those certain Member Agencies that execute a Joinder to the MSA.

This Joinder Agreement (this “**Joinder**”) is entered into as of March 1, 2020 (the “**Joinder Effective Date**”), by and between the Provider and the Arapahoe County, a Colorado local government entity (the “**Participating Agency**”). Capitalized terms used in this Joinder and not otherwise defined shall have the meaning ascribed to them in the MSA.

RECITALS

A. The Participating Agency is a Member Agency, as defined in the MSA, desires to become a Party to the MSA and to purchase Service thereunder.

AGREEMENT

Now, therefore, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. Joinder. The Participating Agency joins in, becomes a party to, and agrees to be bound in all respects by the terms and conditions of the MSA.

2. Provider Additional Terms and Conditions. Refer to Exhibit G of the MSA for any additional terms and conditions. The Provider may change Exhibit G from time to time, but such changes shall only be binding on the Participating Agency if the Participating Agency agrees in writing to be subject to such changes.

3. Service. The Participating Agency purchases (select one):

Enterprise License

Enter number of Expected Users: _____

Limited Enterprise License

Enter Maximum Expected Users: 20

License Pack

Enter number of licenses: _____

4. Other Services. The Participating Agency purchases (not required):

Prepaid Technical Support

Enter number of hours purchased: 0

Prepaid Training Credits

Enter number of credits: 20

Prepaid Data Storage

Enter number of additional GBs: 0

5. Fees. Attached to this Joinder is a completed Nighthawk sales price quote (the “**Price Quote**”), substantially in the form attached as Exhibit F to the MSA. The Price Quote sets forth the fees payable by the Participating Agency to the Provider for the Services selected above.

6. Payment Terms. The Participating Agency shall pay the Provider the fees identified in the Price Quote pursuant to the MSA. Fees in the Price Quote shall be paid as follows:

- a. Service Fees will be invoiced on the Service Term Start date and annually thereafter for the duration of the Service Term (as those terms are used in the Price Quote);
- b. Initial Setup Cost and payments defined as “Upfront” will be invoiced at execution of this Joinder agreement; and
- c. All other fees will be invoiced monthly unless otherwise agreed in writing.

All payments shall be sent to the attention of Radix as specified on the invoice. Radix may charge interest for any amounts overdue at the lesser of 1.5% per month or the highest rate allowable by applicable law. The Participating Agency shall be responsible for all costs (including reasonable attorneys’ fees and court costs) associated with enforcement and collections of amounts due. Except as expressly set forth in this MSA, all amounts paid to Radix are non-refundable. Unless the Participating Agency provides proof of tax exempt status, the Participating Agency is responsible for all applicable federal, state, country, provincial or local taxes relating to the goods and services provided by the Provider hereunder (including without limitation GST and/or VAT, if applicable), excluding taxes based on the Provider’s income or business privilege.

7. Travel Expenses. Travel of the Provider’s personnel will be conducted when selected by the Participating Agency on the Price Quote or mutually agreed in advance between the Participating Agency and the Provider. This may be to provide additional Services, expert witness/grand jury support, training, or other reasons as applicable. When invoiced for such travel the Participating Agency agrees to reimburse for fair and reasonable travel expenses actually incurred by the Provider, including airfare, lodging and other related travel expenses according to Government Services Administration cost guidelines, plus a 10% administrative fee.

[signature page follows]

Exhibit C

In witness whereof, the Parties are executing this Joinder to signify their acceptance of all the terms and conditions stated above, to be effective as of the Joinder Effective Date, regardless of the date of actual signature.

[PARTICIPATING AGENCY]

RADIX METASYSTEMS, INC.

By: _____

By: _____

Name: Tyler Brown

Name: Alan R.A. Hamor

Title: Sheriff

Title: Chief Operating Officer

Arapahoe County, Colorado

Radix Metasystems, Inc.

Date: _____

Date: 23 January 2020

Contact for Notices

Contact for Notices

Name: Angeline Zborowski

Name: Angela Zipfel

Address: 13101 E. Broncos Parkway
Centennial, CO 80112

Address: 6200 S. Main St., Suite 210, Aurora,
CO 80016

Email: azborowski@arapahoegov.com

Email: angela.zipfel@radixmeta.com

Phone: 720.874.4135

Phone: 720.728.7166 or 303.875.9340

[end of Exhibit C