

PLATFORM USER NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") between Street Grace, Inc. ("Street Grace") and Tarrant County d/b/a Tarrant County Sheriff's Office ("Platform User") shall be effective upon execution by both parties.

Platform User acknowledges that it will be necessary for Street Grace to disclose confidential and proprietary information to Platform User in order for Platform User to access and utilize Artificial Intelligence platforms known as GRACIE and TRANSACTION INTERCEPT. Platform User understands that disclosure to any third party or other misuse of proprietary or confidential information would irreparably harm Street Grace. Accordingly, Platform User will not disclose or use, either during or after the term of this Agreement, unless done so under obligation to state custodial requirements, maintenance, preservation, and retention of public records, as well as any applicable law, regulation, or legal process, any proprietary or confidential information of Street Grace's without Street Grace's prior written permission except to the extent necessary to perform services on Street Grace's behalf.

Proprietary or confidential information ("Confidential Information") includes but is not limited to:

- All information, in any form, regarding GRACIE and TRANSACTION INTERCEPT, including but not limited to all components of these platforms, their design, any and all coding and programming used to enable, operate, improve or facilitate any of the foregoing, information regarding how and by whom these platforms and components are used, the use by Street Grace of any third-party apps, systems, programs or the like to facilitate either platform or component thereof, and any other information about GRACIE and TRANSACTION INTERCEPT that is not reasonably available to the general public.

Notwithstanding the foregoing, the Platform User may disclose, distribute or disseminate the Confidential Information to any of its affiliates and any of its or their officers, directors, members, managers, partners, employees, agents, advisors, or other persons (its "Representatives") provided that the such Representatives reasonably require access to such information and such Representatives have agreed to abide by confidentiality and use obligations at least as restrictive as those contained herein.

Upon completion of Platform User's services to Street Grace, or at Street Grace's request, Platform User shall deliver all materials relating to Platform User's service in Platform User's possession relating to Street Grace. Notwithstanding the foregoing, Platform User and its Representatives (i) may retain copies of the Confidential Information to the extent that such retention is required to demonstrate compliance with applicable law, rule, regulation or professional standards, or to comply with a bona fide document retention policy, provided, however, that any such information so retained shall be held in compliance with the terms of this Agreement and (ii) shall, to the extent that (i) above is inapplicable to Confidential Information that is electronically stored, destroy such electronically stored Confidential Information only to the extent that it is reasonably practical to do so.

All performed under this Agreement ("Work Product"), including notes entered into the platform, chat logs with potential buyers, and buyer unique identifiers such as phone numbers will be the sole property of Street Grace. Platform User retains no right to use the Work Product and agrees not to challenge the validity of the Street Grace's ownership of the Work Product, however notwithstanding the foregoing,

all Work Product generated by a law enforcement officer or agency may be used by said officer or agency without limitation for all investigatory and prosecutorial purposes.

In the event the Platform User is required to disclose any Confidential Information by applicable law, regulation, or legal process (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or other process or otherwise), the Platform User shall, if legally permitted to do so, provide to Street Grace prompt prior written notice of such requirement so that the Street Grace may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Street Grace waives compliance with the provisions hereof, the Platform User shall furnish only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed, and shall use reasonable efforts to ensure that confidential treatment shall be afforded such disclosed portion of the Confidential Information if Platform User is legally permitted to do so.

The Platform user advises Street Grace that the Platform user is a governmental body under Chapter 552 of the Texas Government Code and that certain information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Texas Public Information Act ("TPIA") request. Street Grace's trade secrets, certain financial information, and proprietary information may be subject to an exception to disclosure under Chapter 552 of the Texas Government Code, Subchapter C. If a TPIA request is made on the Platform user to disclose Street Grace's Confidential Information that may be subject to an exception from disclosure, Platform user will (i) promptly notify Street Grace of such request for disclosure, and (ii) decline to release such information and file a written request with the Texas Attorney General's office seeking a determination as to whether such information may be withheld. The Parties specifically acknowledge that Street Grace considers all information, in any form, regarding GRACIE and TRANSACTION INTERCEPT, including but not limited to all components of these platforms, their design, any and all coding and programming used to enable, operate, improve or facilitate any of the foregoing, information regarding how and by whom these platforms and components are used, the use by Street Grace of any third-party apps, systems, programs or the like to facilitate either platform or component thereof, and any other information about GRACIE and TRANSACTION INTERCEPT that is not reasonably available to the general public to be confidential financial information and/or proprietary information and/or its trade secrets, and no part of such information shall be disclosed in response to a TPIA request on Platform user unless Platform user is specifically directed by the Texas Attorney General's office to so disclose. Should the Texas Attorney General's office so direct Platform user, Platform user will coordinate with Street Grace, to the extent permitted by law and the Texas Attorney General's office's direction, to allow Street Grace to pursue any appeal, suit, or other legal remedy it may have available. Further, Platform user will comply with any protective order Street Grace may obtain with respect to such information during the pendency of the proceeding or otherwise.

This Agreement, and all matters arising directly or indirectly from this Agreement, shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules applicable to contracts to be performed entirely within the State of Texas. Any legal action arising out of or relating to the Agreement shall be brought only in the state or federal courts located in Tarrant County, Texas, and the Parties irrevocably consent to the exclusive jurisdiction and venue of such courts.

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) when received by the Party to whom directed; (b) when sent by fax transmission to the following fax numbers or (solely with respect to State Grace) by

email to the following emails; or (c) when deposited in the United States mail when sent by certified or registered mail, return receipt requested, postage prepaid to the following addresses (or at such other addresses or fax numbers as shall be given in writing by either Party to the other):

If to the Platform User:	Tarrant County Sheriff's Office Attn: <u>Sergeant Chris Jarvis</u> <u>200 Taylor St.</u> <u>Fort Worth, Texas 76196</u> <u>Fax: 817-884-1886</u>
If to State Grace:	State Grace, Inc. Attn: Brooke Ruffin <u>5995 Financial Dr. Suite 180</u> <u>Norcross, GA 30071</u> Fax: _____ Email: <u>brooke@streetgrace.org</u>

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all existing or prior agreements and communications, whether written or oral, relating to the subject matter hereof. Neither Party may, without the prior written consent of the other Party, assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, and any attempt to do so shall be void and deemed a material breach of this Agreement. No modification of this Agreement shall be effective unless it is in writing and signed by an authorized representative of each Party. No failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

In throughout the term of this Agreement, State Grace must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. State Grace shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

Each Party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any Party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any Party transmitted by facsimile or by electronic mail shall be valid and effective to bind that Party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile or electronic transmission, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The Parties warrant and represent that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Agreement for all purposes of enforcement hereof.

SIGNATURES:

PLATFORM USER:

Print: _____

Date: _____

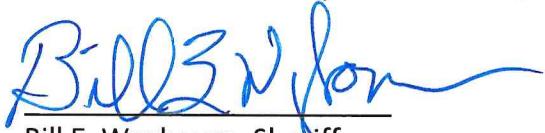
STREET GRACE:

Brooke Ruffin

Print: Brooke Ruffin

Date: 12.11.25

TARRANT COUNTY dba/ TARRANT COUNTY SHERIFF'S OFFICE



Bill E. Waybourn, Sheriff

Date: 12-15-2025

Tim O'Hare, County Judge

Date: _____

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.