



PREPARED

Version 6.0

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<b>SALES REPRESENTATIVE</b>	Danny Cho
Invictus Apps, Inc. Use Only	
<b>SALES REPRESENTATIVE EMAIL</b>	danny@prepared911.com
Invictus Apps, Inc. Use Only	
<b>ORDER FORM SENT</b>	2024-06-03
Invictus Apps, Inc. Use Only	
<b>ORDER EXPIRATION DATE</b>	2024-06-28
Invictus Apps, Inc. Use Only	

## Subscription Order for the Prepared Assist Communications Service

This is an order for a subscription to the Prepared Communications Service by the client identified below (the "Client") made to Invictus Apps, Inc. ("Invictus"), a Delaware corporation having an office at 575 Lexington Ave., 14th Floor, New York, NY 10022.

<b>Name of Client:</b>	Dunwoody Police Department (GA)
<b>Client Address:</b>	4800 Ashford Dunwoody Road Atlanta, Georgia 30338
<b>Client Phone Number:</b>	678.382.6908
<b>Client E-Mail:</b>	patrick.krieg@dunwoodyga.gov
<b>Client Contact:</b>	Patrick Krieg

The Prepared™ Communications Service is a proprietary security and communications service of Invictus pursuant to which Invictus generally makes available the capability to initiate, receive, manage, analyze, and synthesize multimedia information provided by a Caller or a Caller's mobile device.



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## Annual Subscription Fees

Name	SKU	Price
Prepared Assist - Unlimited 240,000 to 270,000 Calls/Year  Includes premium texting capabilities, premium media collection capabilities, premium audio processing capabilities like transcription, translation of transcripts and insights, and more security and privacy controls for administrators like SAML and audit logs.	SW-Assist-Unlimited	\$43,740.00

Total \$43,740.00

## One-Time Fees

Name	SKU	Price
Prepared Assist Implementation Fee Technical setup and configuration of the Prepared Assist Plus, Pro, or Unlimited platform.	SE-Assist-Implementation	\$5,250.00

Discount -\$5,250.00

Total \$0.00

## Billing Schedule

Billing Schedule	Amount Due
Period 1 Billed at Effective Date Pro-rated for 6 months	\$ 21,870.00



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Period 2 Billed on January 1, 2025	\$ 43,740.00
Period 3 Billed on January 1, 2026	\$ 43,740.00

<b>Effective Date:</b>	Date that Client signs the Subscription Order for the Prepared Assist Communications Service.
<b>Initial Subscription Period:</b>	The Initial Subscription Period is the 30-month period commencing on the Effective Date.
<b>Payment Terms:</b>	Payment for Service is due on the Effective Date and the start date of each Renewal Period and shall be paid in full within 20 days of the due date (Net20).

The following terms and conditions are incorporated by reference herein: (1) the Standard Terms and Conditions for the Prepared™ Communications Service (the "Standard Terms"), attached hereto as Appendix A, which are also set forth at <https://www.prepared911.com/prepared-live-terms-and-conditions>, together with all Schedules attached to or referenced anywhere below, and (2) any Special Terms if applicable, attached hereto as Appendix B.

This document constitutes the "Order" for purposes of the Standard Terms and any Special Terms. Client wishes to subscribe to and use the Prepared™ Communications Service as set forth on this Order below and subject to the terms and conditions provided in the Standard Terms. This Order is subject to Invictus' approval.

Capitalized terms used in this Order and not otherwise defined will have the meanings ascribed to them in the Standard Terms or the other Appendices.

This Order, together with the Standard Terms and these other Appendices hereto and the Schedules attached to and/or referenced in any of the foregoing, contain the entire agreement and understanding of the parties with respect to the subject matter hereof (the "Agreement") and shall supersede and merge all prior and contemporaneous communications, agreements, understandings, undertakings and obligations with respect to the subject matter hereof, whether oral or written, unless the parties have entered into a separate definitive written agreement with respect to the subject matter hereof which has been signed by the authorized representative(s) of each party. No modification of the Agreement, including this Order or any Appendix hereto, shall be binding on either Party unless it is in writing and signed by both Parties. Notwithstanding the foregoing, the Agreement does not supersede any Non-Disclosure Agreement or Confidentiality Agreement, if any, entered into by the parties, which shall continue to be in full force and effect.

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By signing and returning this Order, the undersigned Client accepts and agrees to the terms and conditions of this Order and the additional terms and conditions set forth in each of the Appendices to this Order and the Schedules to this Order to the Appendices, if any, each as specified below which shall be incorporated herein by reference:

- a. Appendix A – Standard Terms and Conditions for the Prepared™ Communications Service (see <https://www.prepared911.com/prepared-live-terms-and-conditions>).
- b. Appendix B – Special Terms

Each of Client and Invictus Apps, Inc., intending to be legally bound, hereby confirms its agreement to the terms and conditions of this Order and the Agreement and have caused this Agreement to be executed by their duly authorized officers as of the Effective Date set forth above.

I, the undersigned, warrant that I am authorized to sign this Order on behalf of Client.

CLIENT:

By: 

Name, Title:

Eric Linton, City Manager

Date:

7-9-2024

INVICTUS APPS, INC.

By: 

Name, Title:

Daniel Cho, Head of Sales

Date:

Jul 10, 2024



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**Appendix A – Standard Terms and Conditions for the  
Prepared™ Communications Service**

Corresponding Version of Terms and Conditions: Version 6.0

[<https://www.prepared911.com/prepared-live-terms-and-condition>]



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#### Appendix B – Special Terms

[None]