



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 1

List View

- General Information**
- Contact
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- Discount
- Document Information
- Clarification Request

Procurement Folder: 1156806

Procurement Type: Central Purchase Order

Vendor ID: VS0000042085

Legal Name: Blue Light LLC

Alias/DBA:

Total Bid: \$97,580.00

Response Date: 01/06/2023

Response Time: 18:41

Responded By User ID: warnerbball

First Name: Warner

Last Name: Ball

Email: warner.ball@bluelightllc.com

Phone: 2024120810

SO Doc Code: CRFQ

SO Dept: 0601

SO Doc ID: MAP2300000006

Published Date: 1/9/23

Close Date: 1/17/23

Close Time: 13:30

Status: Closed

Solicitation Description: 12 Notebook Analyst Software or Equal, Support and Workshop

Total of Header Attachments: 1

Total of All Attachments: 1



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 1156806  
**Solicitation Description:** i2 Notebook Analyst Software or Equal, Support and Workshop  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2023-01-17 13:30	SR 0601 ESR01062300000003033	1

**VENDOR**  
 VS0000042085  
 Blue Light LLC

**Solicitation Number:** CRFQ 0601 MAP2300000006  
**Total Bid:** 97580  
**Response Date:** 2023-01-06  
**Response Time:** 18:41:41  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Contract Item #1: i2 Analyst's Notebook Concurrent User	5.00000	EA	10474.000000	52370.00

Comm Code	Manufacturer	Specification	Model #
43232600			

**Commodity Line Comments:** Includes:  
 12 months Subscription & Support  
 Analyst's Notebook + Blue Fusion  
 Visual Link Analysis  
 Non-Persistent Database

**Extended Description:**

3.1.1 Contract Item #1: i2 Analyst's Notebook Concurrent User License + SW Subscription & Support, or Equal.  
 3.1.1.1 The Vendor must provide a quantity of five (5) i2 Analyst's Notebook Concurrent User License, Item#: D0PIFLL, or Equal, software system and support for a three (3) year term.  
 See specifications for further details.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Contract Item #2: i2 Analyst's Notebook Concurrent User	1.00000	EA	29460.000000	29460.00

Comm Code	Manufacturer	Specification	Model #
43232600			

**Commodity Line Comments:** i2 Analyst's Notebook Concurrent License with 12 months Subscription & Support Renewal  
 Note: 2nd and 3rd year of support

**Extended Description:**

3.1.2 Contract Item #2: i2 Analyst's Notebook Concurrent User Annual SW Subscription & Support, or Equal for three (3) year term.  
 3.1.2.1 The Vendor must provide i2 Analyst's Notebook Concurrent User Annual SW Subscription, Item#: E0DQTLL, or Equal, support for a three (3) year term.  
 See specifications for further details.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Contract Item #3: Analyst's Notebook Essential Workshop	1.00000	EA	15750.000000	15750.00

Comm Code	Manufacturer	Specification	Model #
43232600			

**Commodity Line Comments:** 5-Days - Blue Light i2 Analyst's Notebook Complete Course - Private Class (up to 10 students) plus T&E

**Extended Description:**

3.1.3 Contract Item #3: Analyst's Notebook Essential Workshop, or Equal  
 3.1.3.1 The Vendor must provide a quantity of one (1) Analyst's Notebook Essential Workshop, or Equal  
 See specifications for further details.

**Blue Light LLC**  
 FEIN: 81-1518645  
 2139 Valleygate Drive, Suite 201  
 Fayetteville, NC 28304  
 United States

**BILL TO: West Virginia Intelligence Fusion Center**  
**Attn: David Pauline |**  
**david.h.pauline@wv.gov | 304-558-0067**

ITEM & DESCRIPTION	PRICE	QTY	DISCOUNT	AMOUNT
<b>Level 1 ESA - i2 Analyst's Notebook with BF - (BL-BF-ANB-BNDL)</b> Includes: 12 months Subscription & Support Analyst's Notebook + Blue Fusion Visual Link Analysis Non-Persistent Database	\$ 10,474.00	5	\$ 0.00	\$ 52,370.00
<b>Blue Light Special Bundled Packaging - i2 Analyst's Notebook Renewal - (BL-BF-ANB-RNWL)</b> i2 Analyst's Notebook Concurrent License with 12 months Subscription & Support Renewal  Note: 2nd and 3rd year of support	\$ 29,460.00	1	\$ 0.00	\$ 29,460.00
<b>5-Days - Blue Light i2 Analyst's Notebook Complete Course - Private Class (up to 10 students) - (BL5D-ANB-CMPLT-PVT)</b> 5-Days - Blue Light i2 Analyst's Notebook Complete Course - Private Class (up to 10 students) plus T&E	\$ 15,750.00	1	\$ 0.00	\$ 15,750.00
<b>TOTAL</b>				<b>\$ 97,580.00</b>

Training Dates: -

## Extended Support Plans

### Designed to Support your i2 Analytical Requirements

As a company focused on our customers' analytical needs, Blue Light is constantly rolling out services that are innovative, budget-friendly, and designed to support our customer's investments in i2 and keep it functioning so our customers can focus on their analytical requirements.

[View i2 Analyst's Notebook Support Plan Details](#)

[View i2 Analyst's Notebook Premium Support Plan Details](#)

You can find more details at <https://bluelightllc.com/products/service-offerings/>.

### PROJECT PREREQUISITES

Blue Light reserves 3-5 business days, upon receipt of an accepted proposal, to fully process your contract for non-expedited services. Our Client Success Team will reach out via email from [CSM@bluelightllc.com](mailto:CSM@bluelightllc.com) within the time period above to schedule preferred dates for testing to be performed.

**IMPORTANT NOTE FOR SOFTWARE PURCHASES:** The end-user will receive download instructions approximately 2 business days after payment is received. If the end-user does not receive the download instructions within this time frame, Blue Light's Client Success team can be reached at [CSM@bluelightllc.com](mailto:CSM@bluelightllc.com).

### PAYMENT TERMS & CONDITIONS

#### Fees: Invoicing and Payments

All charges, fees, payments, and amounts hereunder will be in United States dollars, and all undisputed amounts due hereunder are payable within thirty (30) days from the date of the invoice. Unless otherwise agreed to in writing, invoices shall be submitted to the Customer electronically by our Accounting Department. Payments may be made by check, credit card, or ACH.

**Disputes and Nonpayment:** Customer shall have the right to reasonably, and in good faith, dispute any invoice or any portion of any invoice claimed by Blue Light as due and payable prior to the Invoice Due Date. Customer agrees to the timely payment of any undisputed portion of the amount due, and provide written notice specifying the disputed amount and the basis for the dispute in reasonable detail.

**Late Payments:** Except for disputed amounts, Blue Light reserves the right to charge Customer a late fee of five percent (5%) the first month and ten percent (10%) every month thereafter, or the maximum rate permitted by law, whichever is less, for invoices not paid on or before the Due Date. In addition, Blue Light, without waiving any other rights or remedies to which it may be entitled, shall have the right, upon written prior notice to the Customer, to suspend the Services until such payment is received.

For additional information or questions, please contact our billing department at [Accounting@bluelightllc.com](mailto:Accounting@bluelightllc.com).

**By accepting this quote, you are accepting Blue Light's software and services terms and conditions. To accept this quote, please sign below and/or send your purchase order to [Accounting@bluelightllc.com](mailto:Accounting@bluelightllc.com).**

X \_\_\_\_\_

Date: \_\_\_\_\_

Billing POC Email: \_\_\_\_\_

Billing POC Phone: \_\_\_\_\_

#### Should you need assistance, contact:



**Sales  
Department**

Phone Number  
o. 919-576-1700

Email  
e. [Sales@bluelightllc.com](mailto:Sales@bluelightllc.com)



**Client Success  
Department**

Phone Number  
o. 702-372-3949

Email  
e. [CSM@bluelightllc.com](mailto:CSM@bluelightllc.com)

**Thank you for considering Blue Light for your i2 needs!**

## TERMS AND CONDITIONS

These Terms and Conditions ("Terms") comprise the terms and conditions between Blue Light and Customer under which Blue Light will supply licenses and/or Services. You accept these terms on behalf of the entity you represent ("Company") (together with its Affiliates) by either: (i) physically or electronically signing the Terms; or (ii) placing an order with Blue Light on behalf of Company and by acknowledging these terms and by accepting, confirm that you have the authority to sign on behalf of the entity.

Upon acceptance, the Terms will remain in effect until terminated by either party.

### 1. TERMS

a. Term. This Agreement shall commence on the Effective Date of the Agreement and shall remain in effect for the initial term specified in the SOW ("Initial Term"), unless earlier terminated as provided herein. This Agreement may be renewed, governed by the Terms set forth herein, by mutual written agreement signed by both parties (each renewal period a "Renewal Term"). The initial Term and any Renewal Terms are collectively referred to as the "Term".

b. Unless otherwise agreed in writing by Blue Light, all Licenses and Services are supplied under these Terms to the exclusion of any other terms and conditions set out or referred to in any document or other communication used by Company prior to or in concluding a Contract, if the Customer has signed a Technical Services Agreement (TSA) with Blue Light the TSA will supersede these Terms.

### 2. LICENSES

a. Price, quotations, and purchase orders are not binding upon either party until the documents are signed, delivered, and these Terms and Conditions recognized.

b. Company will receive the licenses by electronic transmission, electronic access, or download.

c. Academic, Non-Profit, and Government Licenses

i. Certain products are only available for purchase by qualified institutions, such as educational institutions ("Academic" products), qualified non-profit organizations ("Non-Profit" products) or government units ("Government" products). By identifying itself as a qualified institution, Company represents that it is familiar with all the Licensor's requirements with respect to such product and that it complies with all the Licensor's requirements for such Academic, Non-Profit, or Government products.

### 3. SERVICES

a. Only work contained in an executed Statement of Work or Technical Proposal between the Customer and Blue Light will be authorized. Further, each fully executed Statement of Work or Proposal entered into under this Agreement shall be construed to incorporate the provision of, and to be governed by, this Agreement. The terms and conditions set forth on a specific Statement of Work/Proposal shall only apply to those services set forth on that specific Statement of Work. In the event of any conflict between the terms of the Agreement and any Statement(s) of Work and Proposal shall set forth the details and define any Deliverables, including submission, review, and acceptance thereof.

b. Blue Light shall perform the Services with due care and in accordance with the Statement of Work that is accepted and proposed and in accordance with these Terms and Conditions or a Blue Light TSA.

c. Blue Light will not be required to follow any requests or instructions ("Change Request"), which change or supplement the substance or scope of the Services described in a Proposal, Contract, or TSA unless agreed to in writing by Blue Light and Company.

d. If Blue Light provides the Services described in a Change Request, then Company shall pay for such Services pursuant to these Terms and the applicable Contract.

e. In the absence of an expressly agreed invoicing schedule, Company shall pay all amounts relating to Services provided by Blue Light at the end of every calendar month in arrears.

### 4. PRICING

a. Blue Light will provide the price of the licenses and the Services.

b. All prices are subject to applicable sales or value added taxes.

c. All prices and availability are subject to change unless agreed upon through a binding Purchase Order, Change Order, or Contract signed by both parties.

### 5. TAXES

a. Company shall timely calculate and pay any withholding taxes, import taxes, levies and duties based on cross-border transactions, including those resulting from transactions where Blue Light and Company are tax residents of different countries.

b. If Company is required by law to deduct or withhold any taxes from any amount payable on a cross-border transaction, the amount payable will be increased so that after making all required deductions and withholdings, Blue Light receives an amount equal to the amount it would have received had no such deductions and withholdings been made.

### 6. WARRANTIES FOR LICENSES:

a. Company acknowledges that Blue Light may deliver licenses to software from Blue Light, IBM, and from third party Licensors.

b. Company represents and warrants that it is buying the licenses for its own internal use and not for resale.

c. Licenses distributed by Blue Light are subject to the applicable EULA of the software Licensor, which may contain a limited warranty from Licensor. Warranty terms and periods vary by Licensor and product. All of Company's rights and remedies with respect to an Order Confirmation, purchase, possession, use of the products, and all maintenance, update, warranty, liability, and any other obligations related to the products will be governed by the applicable policies and procedures of the Licensor stated in the EULA or other documentation provided by Licensors.

d. Company acknowledges that it will be required to enter into a EULA or similar end user agreement with the licensor as a condition precedent to using Licensor's software. The EULA or similar agreement will outline all warranties and representations offered by the Licensor to Company with respect to the licenses purchased. Blue Light does not make any representations or

party based upon: (i) bodily injury (including death) or damage to tangible personal property arising from, and proximately caused by, the grossly negligent or intentional acts or omission of Customer or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them; (ii) Customer's material breach of this Agreement; (iii) infringement of any third party's patent, copyright, or an other intellectual property or proprietary right or misappropriation of any third party's trade secret; or (iv) Customer's conduct of its business. (v) Customer and end-user accept responsibility for the operation of the analytical platform and associated products and indemnify Blue Light from any claim associated with any Blue Light, IBM products, and/or partner products.

### 11. INTELLECTUAL PROPERTY RIGHTS

a. Blue Light will retain all worldwide rights in the intellectual property in the Blue Fusion Platform and any associated connectors or software developed for this engagement. Nothing in this Agreement grants Customer or any Authorized User an express or implied right to use any Blue Light intellectual property except as set forth in the licensed rights above. All proprietary rights in the Platform, including the Connectors, as well as any aggregation data or statistics, training, and other non-personally identifiable data collected by Blue Light in connection with licenses sold, will be the sole and exclusive property of Blue Light. Blue Light retains the royalty-free right to use any suggestions, ideas, feedback, or other recommendations provided by Customer or Authorized Users relating to the Platform. Customer hereby grants Blue Light the right to contact Customer in connection with their license unless otherwise stated.

b. For intellectual property that does not belong to Blue Light, i.e. IBM or Third-Party software, Company acknowledges that the EULA or similar agreement will outline all usage rights offered by the Licensors to Company with respect to the licenses purchased.

### 12. SUPPORT

a. Blue Light will not provide any technical support after the installation, unless expressly provided for in an accepted Extended Support Plan or provided for in a separate contract for such services.

b. Basic software and maintenance, support, access to upgrades and other requirements provided by Licensors will be outlined by the software respective EULA.

### 13. PAYMENT TERMS

a. All charges, fees, payments, and amounts hereunder will be in United States dollars, and all undisputed amounts due hereunder are payable within thirty (30) days from the date of the invoice. Unless otherwise agreed to in writing, invoices shall be submitted to the Customer electronically by our Accounting Department. Payments may be made by check, credit card, or ACH.

b. Customer shall have the right to reasonably, and in good faith, dispute any invoice or any portion of any invoice claimed by Blue Light as due and payable prior to the Invoice Due Date. Customer agrees to the timely payment of any undisputed portion of the amount due, and provide written notice specifying the disputed amount and the basis for the dispute in reasonable detail.

c. Except for disputed amounts, Blue Light reserves the right to change Customer a late fee of five percent (5%) the first month and ten percent (10%) every month thereafter, or the maximum rate permitted by law, whichever is less, for invoices not paid on or before the Due Date. In addition, Blue Light, without waiving any other rights or remedies to which it may be entitled, shall have the right, upon written prior notice to the Customer, to suspend the Services until such payment is received.

d. Client shall be liable for all collection costs and expenses incurred by Blue Light with respect to Client's failure to timely pay its invoices, including but not limited to all attorney's fees and expenses.

e. In the event Blue Light receives delinquent payments for more than five (5) invoices in connection with this Agreement, Client agrees

i. to immediately pay Blue Light all outstanding invoices and late fees under this Agreement, and

ii. to pay Blue Light in advance for Services performed under any subsequent Statement of Works, in an amount determined by Blue Light in its sole discretion. Client further acknowledges that its failure to timely pay Blue Light any amounts due is a material breach under the terms of this Agreement.

f. Payments will be sent to:

Blue Light LLC  
Attn: Accounts Receivable  
2139 Valleygate Drive, Suite 201  
Fayetteville, NC 28304  
Telephone: 919-436-4170  
AccountsReivable@bluelightllc.com

### 14. FORCE MAJEURE

a. Blue Light shall not be liable to Company for any loss or damages which may be suffered by Company as a direct or indirect result of the supply of licenses and Services by Blue Light being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond Blue Light's reasonable control including but not limited to acts of God, war, pandemic, riot, strike, lock-out, fire, flood, and storm.

### 15. CONFIDENTIALITY

a. Subject to applicable law or regulation, the parties shall maintain the confidentiality of any Confidential Information and shall not, without the prior written consent of the disclosing party ("Discloser"), disclose such confidential information to any third party (excluding affiliates). "Confidential Information" means any information that is designated as "Confidential" by the Discloser or that the receiving party ("Recipient") should reasonably believe to be confidential given the circumstances. Confidential information excludes any information that:

i. is known by the Recipient prior to disclosure;

ii. becomes publicly available through no fault of the Recipient;

warranties relating to any software.

#### **7. LIMITED WARRANTY:**

a. Blue Light warrants to Customer that the Licenses and Services will be of the kind and quality expressly designated in the Statement of Work and will be performed by qualified personnel. Any special requirements for format standards or methods to be followed shall be included in the Statement(s) of Work and executed by both Customer and Blue Light.

In the event of a breach of the foregoing warranty, Blue Light's sole obligation shall be to

- i. Correct any material error to bring the Deliverables into compliance therewith or
- ii. Reimburse Customer for any amounts paid for such Deliverables, as determined by Blue Light. Any claim for breach of the foregoing warranty must be made by written notice to Blue Light within thirty (30) days of Blue Light's delivery of the Deliverables.

b. EXCEPT AS PROVIDED IN THIS SECTION, BLUE LIGHT MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL, OR WRITTEN STATEMENTS OF BLUE LIGHT, ITS AGENTS, OFFICERS, SHAREHOLDERS, SUBCONTRACTORS, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE HEREBY SUPERSEDED, EXCLUDED, AND DISCLAIMED.

c. CUSTOMER UNDERSTANDS AND AGREES THAT BLUE LIGHT SHALL HAVE NO RESPONSIBILITY FOR OR BE LIABLE TO ANY EXTENT FOR ANY HARDWARE, SOFTWARE, OR OTHER ITEMS OR PROPERTY MANUFACTURED, PREPARED, OR INSTALLED BY ANYONE OTHER THAN BLUE LIGHT.

#### **8. LIMITED LIABILITY**

a. BLUE LIGHT WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE. IN ANY EVENT, BLUE LIGHT'S TOTAL MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT, EXCLUDING LIABILITY FOR BLUE LIGHT'S WILLFUL MISCONDUCT, WILL NOT EXCEED TWO (2) TIMES THE AMOUNT PAID TO BLUE LIGHT BY CUSTOMER DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY. IN THESE JURISDICTIONS, BLUE LIGHT'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE LIMITATIONS SET FORTH IN THIS AGREEMENT WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

b. THE PARTIES ACKNOWLEDGE AND UNDERSTAND THAT THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN THE PARTIES, THAT THE SAME REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES, AND THAT ABSENT THESE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY, THE TERMS AND CONDITIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

#### **9. DISCLAIMER OF WARRANTIES AND DAMAGES; LIMITATION OF LIABILITY**

a. DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, BLUE LIGHT DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED. BLUE LIGHT EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. BLUE LIGHT DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

b. Blue Light's liability for any damages relating to licenses or Services available through Blue Light are limited to the value of the amounts paid by Company under the Contract for such licenses or Services over the last twelve calendar months preceding the incident giving rise to the damage. In no event will Blue Light be liable for any incidental, consequential, special, punitive, or indirect damages of any kind, including damages resulting from delay, loss of profits, lost business opportunity, loss of content, interruption of business or loss of goodwill, which may arise in connection with or pertaining to these Terms or any Contract, even if such party has been notified of the possibility or likelihood of such damages occurring under any theory of law (including tort or other theory).

c. Company agrees that any Contract or other document relating to the purchase of licenses or Services submitted by Blue Light that includes any warranty to Company or that includes language that may create a liability for Blue Light, or conflicts with these Terms, is void and of no effect.

#### **10. INDEMNIFICATION**

Customer shall defend, indemnify and hold harmless Blue Light, its affiliates and their respective officers, directors, members, managers, employees, and agents and their respective successors and assigns from and against any and all suits, claims, actions, liabilities, losses, costs, and expenses (including, but not limited to, interest, penalties, reasonable attorneys' fees and other expenses of litigation), including without limitation those based on contract or tort, arising out of or in connection with a claim, suit or proceeding (collectively, "Losses") brought by a third

- iii. is disclosed to Recipient by a third party with the legal right to make such disclosure; or
- iv. is independently developed by Recipient without use or reference to the Discloser's Confidential Information.

#### **16. JURISDICTION AND GOVERNING LAW**

a. This agreement will be governed by and construed in accordance with the laws of the State of Colorado without regard to that state's conflict of law analysis.

b. Each of the Parties to this Agreement hereby irrevocably and unconditionally submits to the jurisdiction of the United States District Court for the District of Colorado or any state court of competent jurisdiction sitting in Denver County, Colorado for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby, and agrees not to commence any legal proceedings related thereto except in such court.

c. Each of the Parties to this Agreement irrevocably waives, to the fullest extent permitted by law, any objection that it may not or hereafter have to the laying of the venue of any proceeding brought in any such court or any claim that a legal proceeding commenced in such court has been brought in an inconvenient forum.

#### **17. GENERAL**

a. The invalidity or unenforceability of any provision of these Terms will not adversely affect the validity or enforceability of the remaining provisions.

b. All notices and other communication required or permitted to be served or given shall be in writing.

c. The failure of Blue Light to enforce the terms of these Terms does not constitute a waiver of it and will in no way affect the right to later enforce such terms.

d. Any heading, caption, or paragraph title contained in these Terms is inserted only as a matter of convenience and in no way defines or explains any paragraph or provision hereof.

e. These Terms may be executed in any number of counterparts, which taken together will represent a single document. Digital, facsimile, and other electronic signatures will be deemed to be originals and will be enforceable between the parties.

#### **18. TERMINATION**

a. Termination. Either Customer or Blue Light may terminate this Agreement subject to following conditions:

- i. The Party terminating this Agreement is not in breach of any material provision of this Agreement; and
- ii. The non-terminating Party has breached a material provision of this Agreement; and
- iii. The non-terminating Party has been given written notice of the breach and has failed to cure such breach within 30 days of the date of said notice for a monetary breach or 45 days of the date of said notice for a non-monetary breach.

b. If the non-terminating Party fails to cure the breach within the applicable time period set forth above, the terminating Party may give the non-terminating Party a written notice (the "Termination Notice") that this Agreement is terminated.

c. Notwithstanding the foregoing, Blue Light may terminate this Agreement immediately without any notice and cure by issuing a Termination Notice to Customer if, in Blue Light's reasonable judgment, the Customer is unable to pay its debts as they become due, or in the event Customer fails to perform its obligation for payment of invoices pursuant to this Agreement or Blue Light is cognizant of any attempt by the Customer to violate the terms of this Agreement.

d. As part of the Termination Notice, Blue Light shall inform Customer of the extent to which performance has been completed. Upon receipt of payment in full, Blue Light will deliver to Customer any applicable Deliverable in a commercially reasonable manner. Customer shall have no right of set-off. If Blue Light is the breaching Party, it shall be paid only for work performed through the date of termination.

e. If Customer cancels the contract before the software licenses are paid in full, Customer agrees to pay any monies owed on software licenses (12 month subscription and support) as penalty to opting out of the contract.

#### **19. ORGANIZATION AND AUTHORITY**

Each party represents that:

- a. They are a valid legal entity in good standing under the laws of the jurisdiction in which they are organized;
- b. They have full power and authority to enter these Terms and any Contract, which will create a binding agreement between the parties; and
- c. Their performance by the parties hereunder will not violate any obligation or duty owed to a third party.

#### **20. ENTIRE AGREEMENT**

These Terms together with the Contracts, represent the entire agreement between the parties regarding the subject matter hereof, and supersede all other agreements and understanding.

BLUE LIGHT, LLC

2139 Valleygate Drive, Suite 201

Fayetteville, NC 28304