



LASSEN COUNTY SHERIFF'S OFFICE

1415 Sheriff Cady Lane Susanville, CA 96130

Administration	Dispatch	Civil	Adult Detention Facility
Phone (530) 251-8013 Fax (530) 251-2884	Phone (530) 257-6121 Fax (530) 257-9363	Phone (530) 261-8014 Fax (530) 251-2884	Phone (530) 251-5245 Fax (530) 251-5243

John McGarva
Sheriff - Coroner

G4

To: Lassen County Board of Supervisors

From: Stephen Lawton – Deputy Sheriff

Date: March 3rd, 2026

Agenda Date: March 10th, 2026

Subject: Agreement between the Lassen County Sheriff's Office and Resolve Forensics, LLC to provide advanced DNA testing and Investigative Genetic Genealogy services.

Discussion: Attached, you will find the contract with Resolve Forensics, LLC which was approved in form. The agreement will be instrumental in aiding the Sheriff's Office complete high priority cases more efficiently. This contract will allow the Sheriff's Office, unimpeded access to state-of-the-art technology in the DNA and Genetic Genealogy field; with a greater success rate and turn-around-time than in the past. Furthermore, the contract with Resolve Forensics, LLC will provide the Sheriff's Office with up to the minute updates on where items sent to them are at in the process. Additionally, with the three (3) year contract, Resolve Forensics, LLC is allowing the Lassen County Sheriff's Office to utilize the allotted testing to continue up to five (5) years or until the allotted testing is completed. In essence, this agreement provides services beyond the paid agreement time, which is outlined in the attached addendum.

An example of the services Resolve Forensics LLC provides is "touch" DNA testing. Touch DNA testing is a form of DNA testing utilizing skin cells and sweat cells, instead of traditional biological samples such as saliva and blood. Touch DNA testing requires less cells (approximately 7-8 cells) versus traditional DNA testing (40-80 cells).

Another example of the services provided includes Genetic Genealogy investigations. Genetic Genealogy is used to identify relatives, ethnic origins, and compare markers against reference populations. Genetic Genealogy is also useful in identifying suspects and victims in "cold cases."

Recommendation: The Lassen County Board of Supervisors approve the agreement with Resolve Forensics, LLC and authorize the Lassen County Sheriff, or his designee, to execute the agreement.



LASSEN COUNTY SHERIFF'S OFFICE

1415 Sheriff Cady Lane Susanville, CA 96130

Administration	Dispatch	Civil	Adult Detention Facility
Phone (530) 251-8013 Fax (530) 251-2884	Phone (530) 257-6121 Fax (530) 257-9363	Phone (530) 251-8014 Fax (530) 251-2884	Phone (530) 251-5245 Fax (530) 251-5243

John McGarva
Sheriff - Coroner

Fiscal Impact: This Agreement will be paid from The Lassen County Sheriff's Office Professional Services account line; DNA Fund/Budget 186-537. The agreement is for a term of three (3) years with an ability to extend usage to five (5) years from date of ratification, with a maximum amount of \$80,400. The funding in the aforementioned budget is derived from fines and fees at the state level per Proposition 69-2004. There is no fiscal impact to the general fund.



(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



RESOLVE FORENSICS SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (the “Agreement”) is entered into by and between **Resolve Forensics, LLC**, a Utah limited liability company with offices at 265 East 100 South, Suite 260, Salt Lake City, UT 84111 (“Resolve Forensics”), and [_____], [_____] (“Client”).

This Agreement is effective as of _____ (the “Effective Date”).

Resolve Forensics provides advanced forensic DNA testing and Investigative Genetic Genealogy services, and Client desires to engage Resolve Forensics under a subscription plan. In consideration of the mutual promises and covenants herein, the parties agree as follows:

1. Definitions

Sample means a discrete forensic DNA sample (e.g. an item of biological evidence or extract) submitted by Client for testing and analysis. A Sample corresponds to one genetic genealogy analysis attempt on a single evidentiary item. For purposes of counting usage, if multiple testing attempts on the same evidentiary item are required due to DNA quality issues (e.g. failures at quantification or quality control), up to three (3) such attempts will count as one (1) Sample. This policy provides flexibility for challenging or degraded evidence.

Included Sample means a Sample that is covered under the subscription fee without additional charge. The number of Included Samples per year is determined by the Subscription Tier selected (see Section 3). Any Sample submissions in excess of the Included Samples are “Additional Samples”, which will be billed at standard a-la-carte rates.

Backlog Reduction Sample means a Sample submitted for the purpose of backlog reduction – for example, previously extracted DNA or cases that will receive extraction-only or sequencing/bioinformatics-only processing. Backlog Reduction Samples may be processed by Resolve Forensics under this Agreement (either as part of certain tiers or as an add-on service) to help reduce Client’s untested evidence backlog. Backlog Reduction services typically involve bypassing certain initial steps (such as evidence extraction or Phase 1 QC) and proceeding directly to downstream DNA sequencing or analysis.

(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



Investigative Genetic Genealogy or **IGG** means the process of combining advanced DNA testing with genealogical research to identify unknown perpetrators or unidentified human remains by searching for genetic relatives in genealogy databases and constructing family trees. IGG is a cutting-edge technique that can generate investigative leads even in cold cases by finding distant DNA matches and inferring the identity of an unknown suspect or victim.

Subscription Tier means the subscription plan level selected by Client from Resolve Forensics' available tiered options. Each Subscription Tier is defined by a set number of Included Samples per 12-month term and a corresponding subscription fee (monthly or annual), as detailed in Section 3.

Subscription Term (or "Term") means the duration of this Agreement for services, which is one (1) year (twelve months) from the Effective Date, unless earlier terminated in accordance with this Agreement.

Confidential Information means any non-public or proprietary information disclosed by one party ("Discloser") to the other ("Recipient") in connection with this Agreement, including without limitation case files, evidence data, DNA profiles, analyses, reports, protocols, pricing, business plans, and any other technical, business, or personal data. Confidential Information does not include information that is or becomes publicly available without breach of this Agreement, or that is independently developed or rightfully obtained by the Recipient without use of the Discloser's information.

2. Term of Agreement; Renewal

2.1 Term: The initial term of this Agreement shall be twelve (12) months, commencing on the Effective Date ("Subscription Term"), unless terminated earlier as provided herein. Services under this Agreement will be provided and must be used within this 12-month period. Unused Included Samples do not carry over beyond the Term except as described in the Renewal option below.

2.2 Renewal and Rollover: This Agreement is not automatically renewed. However, Client has the option to renew or extend services by entering into a new subscription contract upon the expiration of the current Term. If Client signs a new subscription agreement (of equal or higher tier) to commence upon or immediately after the end of the current Term, any Included Samples



that went unused during the current Term may be rolled over and added to the next term's allotment. This rollover incentive applies only if a new contract is executed before the previous contract expires. If no renewal contract is in place by the end of the Term, any unused Included Samples expire and are forfeited without refund or credit. Resolve Forensics may, at its discretion, remind Client of upcoming expiration and the renewal opportunity, but it is ultimately Client's responsibility to timely arrange renewal if desired.

2.3 Adjustments on Renewal: The parties may negotiate a different Subscription Tier or terms for any renewal term. Any change in Included Samples or pricing for the new term will be documented in the renewal agreement. (For example, Resolve Forensics may in future offer increased included sample counts at no additional cost as part of its commitment to client value, though such increases are not guaranteed.) Each new term will be governed by a new agreement or an amendment executed by both parties. Unless otherwise agreed in writing, any rollover of unused Samples does not reduce the fees for the renewal term (i.e. the new term is charged at the full tier rate regardless of rollover, as the rollover is an added value incentive).

3. Subscription Tiers and Scope of Services

3.1 Subscription Tier Selection (and/or) Add-On Backlog Reduction Teir

Client has selected one of the following subscription tiers under Resolve Forensics' "Subscriptions that Solve" model. Each tier provides a specified number of Included Samples per 12-month term. Please check the selected subscription tier(s) below to include.

Subscription Teir Selection:

	Tier Name	Monthly Price	Annual Price	Included Samples
<input checked="" type="checkbox"/>	Beacon (BIGG ¹)	\$1,500/mo.	\$18,000/yr.	5 per Year
<input type="checkbox"/>	Lighthouse (LIGG ²)	\$4,250/mo.	\$51,000/yr.	15 per Year
<input type="checkbox"/>	Guardian (GIGG ³)	\$8,000/mo.	\$96,000/yr.	30 per Year
<input type="checkbox"/>	Defender (DIGG ⁴)	\$25,500/mo.	\$306,000/yr.	75 per Year
<input type="checkbox"/>	Sentinel (SIGG ⁵)	\$51,000/mo.	\$604,000/yr.	160 per Year
<input type="checkbox"/>	Witness IQ (WIGG ⁶)	Custom casework: Included Samples and pricing to be defined by mutual agreement		

(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



(Optional) Backlog Reduction Tier Selection:

	Add-On Samples	Annual Price	Price Per Case
<input type="checkbox"/>	6-Samples/yr.	\$9,000/yr.	\$1,900
<input type="checkbox"/>	12-Samples/yr.	\$17,400/yr.	\$1,850
<input type="checkbox"/>	30-Samples/yr.	\$42,000/yr.	\$1,800
<input type="checkbox"/>	60-Samples/yr.	\$81,000/yr.	\$1,750
<input type="checkbox"/>	120-Samples/yr.	\$156,000/yr.	\$1,600
<input type="checkbox"/>	200-Samples/yr.	\$250,000/yr.	\$1,550

3.2 Services Provided

Under the selected Subscription Tier, Resolve Forensics will perform forensic DNA testing on up to the specified number of Included Samples during the Subscription Term.

For each submitted Sample, Resolve Forensics will:

- Perform DNA extraction (if required)
- Conduct SNP-based DNA sequencing
- Write a report regarding this work
- Deliver associated case documentation (quality metrics, sample documentation etc.) in support of a report
- Generate and deliver an **upload-ready IGG profile** (.txt format) (if successfully)

Note: Genealogical database searches, family tree building, and investigative reporting are not included under this Agreement. Client is responsible for all downstream genealogical analysis and investigative follow-up.

3.3 Included Support Services

Resolve Forensics will provide the following services at no additional charge during the Subscription Term:

- **Dedicated Account & Training Manager** to assist with onboarding, submissions, and ongoing support
- **Secure Online Portal Access** for submitting sample metadata, tracking case progress, and retrieving results



3.4 Backlog Reduction Processing

Where included in the selected Subscription Tier (or added by agreement), Resolve Forensics will accept **Backlog Reduction Samples** as follows:

- Samples must be pre-approved for backlog processing
- Only **extraction-only processing** is performed
- DNA extracts are forwarded **directly to sequencing**
- **No rework or repeat extractions are allowed** under this category

Details of any backlog sample allotment or pricing will be set forth in an attached service schedule or order form, if applicable (see below)

3.5 Sample Counting Rules

- One Included Sample is counted for each unique forensic case sample processed
- If multiple attempts are required (e.g., extraction failures or sequencing reruns), **up to three (3)** total attempts on the same evidentiary item will still count as **one (1)** Sample
- A **fourth or subsequent attempt** will count as an additional Sample
- Resolve Forensics will notify Client if reprocessing is required

3.6 Additional Samples

If Client exceeds the number of Included Samples during the Subscription Term:

- Resolve Forensics will notify Client when nearing the Included Sample limit
- Additional Samples will only be processed with prior Client approval
- **All Additional Samples will be billed at the same per-sample rate as the Client's Subscription Tier**
- Additional Sample charges will be invoiced either at the time of processing or at the end of the Term, as agreed

4. Subscription Fees and Payment Terms

4.1 Subscription Fee

In consideration for the services and Included Samples, Client shall pay the subscription fee corresponding to the selected Subscription Tier as defined in Section 3. The subscription fee may be paid either:

- **Annually in advance**, which may include a discounted effective rate, or
- **In equal monthly installments**, as a flat monthly retainer

The subscription fee entitles Client to a set number of Included Samples per year. It is not a pay-per-sample model; monthly fees are due regardless of sample usage in any given month.



4.2 Invoicing and Payment Schedule

Resolve Forensics will issue invoices in accordance with the Client's chosen payment plan:

- **Annual Payment:** Resolve Forensics will issue a single invoice for the full annual fee upon execution of this Agreement. Payment is due within thirty (30) days of invoice, with at least the first portion payable upon execution.
- **Monthly Payment:** Resolve Forensics will issue monthly invoices in equal installments, beginning at the time of execution. Each monthly installment is payable within thirty (30) days of invoice date unless otherwise agreed.

All invoices will be sent via a secure online invoice link. Clients may pay directly through this link using supported electronic methods. Other forms of payment (e.g., check, ACH, wire transfer, or credit card) are also accepted upon request and mutual agreement. If Client authorizes recurring payment, Resolve Forensics may automatically charge the designated account per the agreed schedule.

4.3 Late Payment

Any payment not received by the due date will be considered past due. Resolve Forensics reserves the right to charge interest on late balances at a rate of 1.5% per month (or the maximum allowed by law, if lower), beginning on the due date and continuing until payment is received.

If a balance remains unpaid for more than sixty (60) days, Resolve Forensics may, upon written notice, suspend further services until all past-due amounts and any associated fees are paid in full. Client is responsible for any collection costs incurred, including reasonable attorneys' fees. Resolve Forensics will provide notice and an opportunity to cure any default prior to service suspension.

4.4 Taxes

All stated subscription fees are exclusive of applicable taxes. Client shall be responsible for any sales, use, value-added, or similar taxes imposed in connection with the services (excluding taxes on Resolve Forensics' net income). Any such taxes will appear as a separate line item on the invoice unless Client provides a valid tax-exemption certificate.

4.5 No Refunds

Except as explicitly provided in this Agreement, all fees are nonrefundable. Client acknowledges that the subscription fee secures lab capacity and priority access to services for the entire Subscription Term. Once services have begun, payments are considered earned.



(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



There shall be no refunds or credits for unused Included Samples, partial months, or early termination by Client—except where such termination results from a material, uncured breach by Resolve Forensics, in which case Section 11 applies.

4.6 Client Purchase Orders

If Client's internal policies require issuance of a purchase order or other financial authorization, such documentation must be provided in a timely manner consistent with the payment schedule. Any such documentation is for administrative purposes only and may not modify or supersede this Agreement's terms. In the event of a conflict, this Agreement shall control unless otherwise agreed in writing.

4.7 Currency and Transaction Costs

All fees are stated in and must be paid in U.S. Dollars. Each party is responsible for any bank fees, wire transfer charges, or other costs related to payment transmission on their end.

5. Confidentiality and Non-Disclosure

5.1 Mutual Confidentiality Obligations

Each Party acknowledges that it may receive Confidential Information from the other in connection with this Agreement. Each Party agrees to maintain the confidentiality of the other's Confidential Information and to use such information solely for the performance of this Agreement. Confidential Information shall not be disclosed to any third party except to employees, subcontractors, or agents who have a need to know such information and are bound by confidentiality obligations at least as protective as those set forth herein.

Each Party agrees to safeguard the other's Confidential Information using at least the same degree of care it uses to protect its own confidential and proprietary information, and in no event less than reasonable care and industry-standard safeguards.

5.2 Information Security Measures

Resolve Forensics shall maintain administrative, physical, and technical safeguards to ensure the confidentiality, integrity, and security of case information and DNA data in its custody. These safeguards include (but are not limited to) encrypted data storage and transfer, access controls, audit trails, and secure user authentication.

(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



Electronic delivery of Confidential Information (e.g. via portal or email) shall be performed using secure methods such as encrypted channels, password protection, or other reasonable safeguards. Both parties agree not to publicly disclose any case-specific submissions or results without written consent, except where disclosure is required by law or permitted under this Agreement.

5.3 Permitted Disclosures

The obligations in this Section shall not prohibit disclosures:

- (a) **Required by law**, subpoena, court order, or other legal process—provided the Receiving Party gives prompt written notice to the Disclosing Party (unless legally prohibited) so the Disclosing Party may seek a protective order or other remedy;
- (b) **Necessary for criminal justice purposes**, including disclosure of results to law enforcement or prosecutorial entities by Client, or reporting new investigative findings;
- (c) **Of information already known or independently developed** by the Receiving Party without use of Confidential Information; or
- (d) **Of information that becomes publicly available** through no fault of the Receiving Party.

If Client is a government entity subject to public records laws (e.g., Freedom of Information Act), Client may disclose the existence and general terms of this Agreement as required, while taking reasonable steps to protect Resolve Forensics' trade secrets or sensitive investigative content through applicable exemptions.

5.4 Return or Destruction of Confidential Information

Upon written request from the Disclosing Party, or upon termination of this Agreement, each Party shall promptly return or destroy all Confidential Information received from the other Party, at the Disclosing Party's discretion.

One archival copy may be retained for legal or quality assurance purposes, subject to continued confidentiality obligations. Confidential Information contained in regular system backups may be retained until overwritten or deleted per routine retention schedules but remains protected under this Agreement until destroyed.

5.5 Confidentiality of this Agreement

The Parties may disclose the existence of this Agreement but shall treat all non-public terms (including pricing) as Confidential Information. Client agrees not to reference Resolve Forensics



(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



or the terms of this Agreement in press releases, public disclosures, or presentations without prior written approval (except as required by law).

Resolve Forensics similarly agrees not to publicly disclose Client's identity or participation without prior consent, except to list Client as a general client reference or to describe work in anonymized, non-identifying form (e.g. "a state agency submitted X samples").

5.6 Personnel Confidentiality Agreements

Resolve Forensics represents and warrants that all personnel with access to Client's case materials are subject to legally binding confidentiality obligations. In accordance with forensic industry standards, lab personnel are required to maintain the confidentiality of all case-related data, except as required by law.

Unauthorized disclosure of Confidential Information may cause irreparable harm. The Parties agree that, in addition to any other remedies available, injunctive relief may be sought to prevent or stop such disclosure.

6. Data Ownership; Use of Data; Retention Policy

6.1 Client Ownership of Data

All data, results, and information derived from Client's Samples under this Agreement shall remain the property of Client. This includes, but is not limited to, DNA profiles, sequence data, case reports, and associated documentation ("Case Data"). Resolve Forensics does not acquire ownership of Client's biological samples or resulting data. However, Resolve Forensics may retain internal copies of Case Data for quality assurance, legal, and compliance purposes, as permitted below.

6.2 Permitted Use by Resolve

Client grants Resolve Forensics a limited license to use Case Data and submitted materials solely for purposes of fulfilling this Agreement, quality control, and compliance with legal or accreditation obligations. This includes routine activities such as data analysis, backup, and secure data storage. Resolve Forensics shall not use Client's Case Data for any unauthorized purpose or upload any profiles to genealogy databases without explicit Client direction.

6.3 Return of Physical Evidence

Unless otherwise directed in writing, any residual physical sample material (e.g., DNA extract)

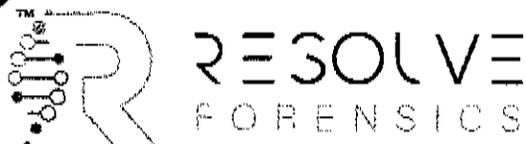
(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



will be securely stored by Resolve Forensics for at least 30 days following delivery of results. Upon written request, Resolve Forensics will return remaining material to Client (at Client's shipping expense) or destroy it in accordance with accredited forensic procedures. If no instruction is received, Resolve Forensics may retain the material for up to one year and then destroy it per protocol, with documentation of the disposition.

6.4 Data Retention and Destruction

Electronic Case Data will be retained by Resolve Forensics for at least the duration of the Subscription Term and for any additional period required under its accreditation policies or applicable law (e.g., for court admissibility or audit purposes). Upon termination of this Agreement—or earlier, if requested—Resolve Forensics will return or securely destroy Client's data, unless otherwise restricted by law. If destruction is requested, Resolve Forensics will provide a written certification of destruction. A single archival copy may be retained for legal defense or compliance purposes, subject to ongoing confidentiality protections.

6.5 Personal Data and Privacy

The parties acknowledge that DNA data and genealogical research may involve sensitive personal information, including information about living third parties. Both parties agree to protect the privacy of such individuals and to comply with all applicable laws. Personal identifying information obtained through DNA or genealogical research shall not be disclosed or used for any non-investigative purposes. Resolve Forensics will adhere to applicable DOJ or jurisdictional policies regarding IGG use, including any limitations on scope or permissible applications.

6.6 Court Orders and Legal Use

If any legal or regulatory authority requires production of data under this Agreement, Resolve Forensics will (to the extent permitted) notify Client in advance so Client may assert appropriate privileges, exemptions, or protections. Client's ownership of data includes the right to direct how and when information is shared with other investigative or prosecutorial entities. Resolve Forensics will not independently share profiles, raw data, or case information with any third party except as required by law or as authorized in writing by Client.

This Section 6 shall survive termination of the Agreement.

(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



7. Intellectual Property Rights

7.1 Resolve Forensics Intellectual Property

All methodologies, laboratory processes, workflows, protocols, algorithms, software, documentation, inventions, and other intellectual property used or developed by Resolve Forensics in the course of performing services under this Agreement shall remain the sole and exclusive property of Resolve Forensics. This includes any proprietary techniques or trade secrets used in forensic DNA testing or SNP-based profile generation.

This Agreement does not transfer any ownership or license of Resolve Forensics' intellectual property to Client, except for the limited right to use deliverables (such as IGG profiles or quality reports) for Client's internal casework and investigative purposes. Resolve Forensics' report formats, documentation, and training materials may be used by Client only in connection with this Agreement and may not be distributed or repurposed for outside use without written permission.

7.2 Client Intellectual Property

Any intellectual property provided by Client to Resolve Forensics (such as prior reports, reference materials, or internal documentation) shall remain the sole property of Client. If any jointly developed intellectual property arises from this engagement, ownership shall be determined by written agreement or, absent such agreement, shall be owned by the party whose personnel created the material.

In general, no new jointly developed IP is expected under this Agreement, as the services are scientific and technical in nature. However, if Resolve Forensics develops a novel analytical method or tool while processing Client samples, it will remain the property of Resolve Forensics.

7.3 Use of Names and Logos

Client may reference Resolve Forensics by name in grant reports, internal communications, or factual disclosures but shall not use Resolve's logos, trademarks, or branding in public-facing materials (including media, court presentations, or press releases) without prior written permission.

(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



Resolve Forensics similarly agrees not to use Client's name, seal, insignia, or case information in marketing or promotional materials without prior written approval, except as allowed under Section 5.5 (e.g., anonymized reference to client type or volume).

7.4 No Reverse Engineering

Client agrees not to attempt to reverse engineer, replicate, or derive Resolve Forensics' laboratory methods, software, analysis pipelines, or business processes from the deliverables provided. Client shall not disclose Resolve Forensics' workflows, internal documentation, or pricing structure to competitor laboratories or use them to develop a competing service. These restrictions supplement the confidentiality obligations set forth in Section 5.

This Section 7 shall survive termination of the Agreement.

8. Disclaimers and No Guarantee of Results

8.1 No Guarantee of Identification or Success

Client acknowledges that forensic DNA analysis and SNP-based IGG profile generation are inherently probabilistic processes. Resolve Forensics cannot guarantee that any given Sample will yield a usable profile, nor that any resulting profile will lead to an identification. Factors outside Resolve Forensics' control—such as DNA degradation, contamination, or lack of relevant matches in public databases—may affect outcomes.

Client understands that Resolve Forensics' obligation is to apply validated laboratory techniques to generate the best possible profile given the quality and condition of the submitted Sample. The existence of a usable IGG profile does not guarantee downstream investigative success.

8.2 No Warranties

Except as expressly provided in this Agreement, all services and deliverables are provided "as is," without any warranties of any kind, whether express, implied, statutory, or otherwise. Resolve Forensics disclaims all implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

Client acknowledges that SNP profile generation relies in part on third-party technologies, reference databases, and scientific assumptions that may change over time. Resolve Forensics



(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



shall not be held liable for conclusions based on incomplete or inaccurate external records, such as user-submitted family trees or historical archives.

8.3 Investigative Use Only

The profiles generated under this Agreement are intended solely as tools for investigative purposes. They are not to be presented as direct evidence of guilt, identity, or relationship in any legal or administrative proceeding without further validation or corroboration.

Client is responsible for conducting or arranging any follow-up investigative work, including database uploads, genealogical research, and confirmatory STR testing, as applicable. Resolve Forensics makes no representation that its deliverables will be admissible in court or accepted by any authority without additional evidentiary support.

8.4 No Medical Use

The services provided under this Agreement are forensic in nature and not intended for medical purposes. The resulting data must not be used for diagnosing medical conditions, determining kinship outside of investigatory use, or commercial data mining. Client agrees to use the deliverables only for authorized law enforcement or human identification purposes.

8.5 Acknowledgement of Risk

Client acknowledges and accepts the uncertainties and limitations described above and agrees that payment is for the scientific effort and application of expert methods—not for a guaranteed result. Fees remain due regardless of whether a usable profile is obtained, as long as Resolve Forensics performed its obligations in good faith using validated protocols.

8.6 Expert Testimony Not Included

This Agreement does not include expert witness testimony or formal court reports. If Client requires testimony or sworn affidavits related to the services performed, such services must be arranged separately and may be subject to additional fees. Any testimony provided will reflect the limits and disclaimers set forth in this Agreement.

The disclaimers in this Section 8 are a material part of the Agreement and shall survive termination or expiration.



(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



9. Limitation of Liability

9.1 Exclusion of Certain Damages

To the maximum extent permitted by law, neither party shall be liable to the other for any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, loss of business opportunity, or reputational harm, arising out of or related to this Agreement—even if such party was advised of the possibility of such damages.

Resolve Forensics shall not be liable for investigative decisions made by Client based on profile results, including but not limited to misidentifications, wrongful arrests, or failed prosecutions. Likewise, Client shall not be liable for Resolve Forensics' lost revenue or opportunity costs resulting from Client's use or non-use of deliverables.

9.2 Cap on Direct Liability

Except for indemnification obligations under Section 10 and exclusions under Section 9.3, each party's cumulative liability to the other for any and all claims under this Agreement shall not exceed the total amount of fees actually paid by Client to Resolve Forensics during the Subscription Term.

For example, if Client pays \$96,000 in annual subscription fees, Resolve Forensics' total liability under this Agreement—regardless of the type or number of claims—shall not exceed \$96,000.

9.3 No Limitation for Certain Claims

The liability limitations above shall not apply to:

- Either party's liability for fraud, willful misconduct, or gross negligence
- Either party's breach of confidentiality obligations (Section 5)
- Client's obligation to pay fees due under this Agreement
- Any claims for personal injury or property damage to the extent liability cannot be waived under applicable law

9.4 Risk Allocation Acknowledgement

The limitations in this Section reflect a mutual allocation of risk between the parties and are a core part of the consideration for entering into this Agreement. The pricing structure is based in part on the understanding that liability will be limited as described above. Each party agrees not to seek damages in excess of these agreed limits and expressly waives any such claims.

This Section 9 shall survive termination or expiration of the Agreement.



10. Indemnification

10.1 Indemnification by Resolve Forensics™

Resolve Forensics shall indemnify, defend, and hold harmless Client and its officers, employees, and authorized agents (“Client Indemnitees”) against any third-party claims, demands, suits, or liabilities (including reasonable attorneys’ fees and costs) arising from:

- (a) Resolve Forensics’ material breach of this Agreement,
- (b) willful misconduct or negligence by Resolve Forensics or its personnel in the performance of services, or
- (c) claims that the services provided under this Agreement infringe any intellectual property rights of a third party (excluding claims based on Client-supplied materials or specifications).

This obligation is conditioned on Client: (i) promptly notifying Resolve Forensics of the claim (unless prohibited by law), (ii) providing reasonable cooperation, and (iii) allowing Resolve Forensics control over the defense and settlement, provided no settlement may impose non-monetary obligations or admissions of fault on Client without its written consent.

10.2 Indemnification by Client

Client shall indemnify, defend, and hold harmless Resolve Forensics and its officers, employees, and agents (“Resolve Indemnitees”) against any third-party claims, demands, suits, or liabilities (including reasonable attorneys’ fees and costs) arising from:

- (a) Client’s material breach of this Agreement,
- (b) negligence, misconduct, or unauthorized acts or omissions by Client or its personnel, including misuse of DNA data or wrongful investigative actions based on the deliverables, or
- (c) any violation of applicable law or policy by Client in the handling or use of data generated under this Agreement.

This obligation is subject to the same conditions: Resolve Forensics must provide prompt notice, cooperate reasonably, and allow Client to control the defense and settlement (subject to similar limitations).



(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



10.3 Government Entity Limitations

If Client is a governmental entity restricted by law from entering indemnification agreements, this Section shall be enforced only to the extent permitted by applicable law. Client agrees to pursue available procedures (e.g., claims settlement processes or insurance) for resolving covered third-party claims. The absence of a full indemnification clause does not waive any immunities or statutory protections available to Client.

10.4 Notice and Defense

The indemnified party shall promptly notify the indemnifying party of any claim, demand, or proceeding that may give rise to indemnification. Failure to provide timely notice shall not relieve the indemnifying party of its obligations unless it is materially prejudiced by the delay. The indemnifying party shall select qualified legal counsel, and the indemnified party may participate in the defense at its own expense.

No settlement may impose liability, admissions of wrongdoing, or injunctive obligations on the indemnified party without its written consent (which shall not be unreasonably withheld).

10.5 Exclusive Remedy for Third-Party Claims

This Section provides the exclusive remedy for third-party claims covered by indemnification, except where otherwise explicitly provided in this Agreement. It does not limit either party's rights or obligations under Section 9 with respect to direct claims between the parties.

This Section 10 shall survive termination of the Agreement.

11. Termination

11.1 Termination for Cause

Either party may terminate this Agreement for cause upon written notice if the other party materially breaches any provision and fails to cure such breach within thirty (30) days after receiving written notice describing the breach. In the case of non-payment by Client, Resolve Forensics may specify a shorter cure period of no fewer than ten (10) business days. If the breach is not cured within the applicable period, the non-breaching party may terminate the Agreement effective immediately or as of a stated date. Termination for cause does not limit the right to seek damages or other legal remedies.



(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



11.2 Termination for Convenience by Client

Client may terminate this Agreement without cause by providing at least sixty (60) days' prior written notice. However, because subscription fees reflect an annual commitment of resources, if Client terminates early:

- (a) All unpaid monthly installments for the Subscription Term become immediately due and payable as liquidated damages (not a penalty),
- (b) Prepaid annual fees will not be refunded, and
- (c) Any unused Included Samples will be forfeited.

The effective date of termination must be the last day of a calendar month unless otherwise agreed. Client may request a reduction of liquidated damages due to unforeseen budgetary constraints, but Resolve Forensics is not obligated to waive any amounts due.

11.3 Termination for Convenience by Resolve Forensics

Resolve Forensics may terminate this Agreement for convenience by providing at least sixty (60) days' written notice. This option will be used only under extraordinary circumstances (e.g., legal changes, loss of operational capacity). If Resolve Forensics terminates for convenience:

- (a) Any prepaid fees will be refunded on a prorated basis,
- (b) Monthly fees will be invoiced only through the effective date, and
- (c) Resolve Forensics will either complete or return all in-process Samples, at Client's option.

Resolve Forensics will not terminate solely to renegotiate terms. All changes should be made by amendment.

11.4 Termination for Non-Appropriation (Government Clients)

If Client is a government entity and funding for services under this Agreement is withdrawn or not appropriated, Client may terminate the Agreement by written notice specifying the funding issue. The termination shall be effective on the last date for which funds are legally available. Client agrees to pay for all services performed through that date. No early termination charges will apply, and Resolve Forensics may request documentation supporting the funding limitation.

11.5 Effects of Termination

Upon termination for any reason:

- Resolve Forensics will stop accepting new Samples unless otherwise agreed
- The parties will determine whether to complete or return any in-process Samples
- All Confidential Information must be returned or destroyed per Section 5.4

(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



- Resolve Forensics will provide copies of any data generated through the date of termination (at no charge if Resolve Forensics is in breach; otherwise, subject to final invoicing)

If termination is due to Client's breach or is a convenience termination by Client, all unpaid subscription fees for the full Term remain due, and no refund will be provided. If Resolve Forensics terminates for cause or Client terminates due to Resolve's uncured breach, Resolve Forensics will refund any prepaid fees for undelivered services.

11.6 Survival

The following provisions survive expiration or termination of this Agreement: Sections 5 (Confidentiality), 6 (Data Ownership), 7 (Intellectual Property), 8 (Disclaimers), 9 (Limitation of Liability), 10 (Indemnification), and 13 (Governing Law & Dispute Resolution), along with any payment obligations accrued as of termination.

12. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement (except for payment obligations) if such failure or delay is caused by a Force Majeure Event.

"Force Majeure Event" means an event beyond the reasonable control of the affected party, including but not limited to:

- Natural disasters such as floods, earthquakes, wildfires, or hurricanes
- Acts of war, terrorism, or civil unrest
- Governmental actions, laws, or regulations that restrict performance
- Widespread internet or utility outages not caused by the party
- Labor strikes or industrial disputes not involving the affected party
- Epidemics, pandemics, or public health emergencies declared by an appropriate authority

The affected party shall promptly notify the other in writing of the Force Majeure Event, its expected duration, and its anticipated impact on performance. The party shall use commercially reasonable efforts to resume performance as soon as feasible.

If a Force Majeure Event continues for more than sixty (60) consecutive days and substantially prevents one or both parties from fulfilling their obligations, either party may terminate this



(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



Agreement upon written notice. In such case, each party shall be responsible only for obligations and payments accrued up to the date of termination.

The parties acknowledge that Force Majeure clauses are standard under contract law to relieve liability when extraordinary, unforeseen circumstances make performance impossible or impractical.

13. Governing Law and Dispute Resolution

13.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of law principles. The parties expressly exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

13.2 Jurisdiction and Venue

Any dispute, claim, or legal action arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Salt Lake County, Utah. Each party consents to the personal jurisdiction of such courts and waives any objections based on venue or forum non conveniens.

If Client is a government agency or public entity that is legally required to bring claims in a specific forum or administrative tribunal, the parties will confer in good faith to modify this provision as necessary to comply with applicable law or policy.

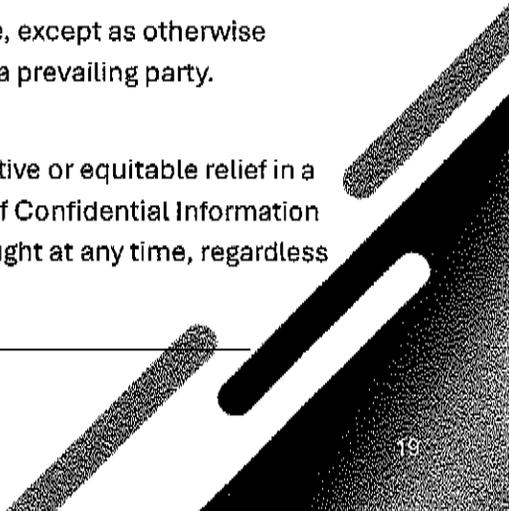
13.3 Dispute Resolution Procedures

The parties agree to attempt in good faith to resolve any disputes through informal negotiations between authorized representatives. If such negotiations are unsuccessful, the parties may agree to submit the matter to non-binding mediation before pursuing formal legal remedies.

Each party shall bear its own attorneys' fees and costs in any dispute, except as otherwise provided in Section 10 (Indemnification) or as awarded by a court to a prevailing party.

13.4 Equitable Relief

Nothing in this Section shall prevent either party from seeking injunctive or equitable relief in a court of competent jurisdiction to prevent unauthorized disclosure of Confidential Information or infringement of intellectual property rights. Such relief may be sought at any time, regardless of whether informal resolution efforts have been initiated.





(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



14. Electronic Signatures and Counterparts

14.1 Electronic Execution

The parties agree that this Agreement, and any amendments or addenda hereto, may be executed electronically and in counterparts. Electronic signatures (including scanned signatures, digitally signed PDFs, or use of an online signing platform) shall have the same legal effect as original handwritten signatures.

14.2 Legal Validity

Pursuant to the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN Act), and any applicable state laws, a contract or signature may not be denied legal effect, validity, or enforceability solely because it is in electronic form. The parties expressly consent to the use of electronic records and signatures.

14.3 Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signed copy delivered by email or electronic means shall be treated as an original for all purposes.

15. General Provisions

15.1 Entire Agreement

This Agreement, including any exhibits, attachments, or incorporated schedules (such as an Order Form or Statement of Work), constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior or contemporaneous agreements, understandings, or representations, whether oral or written. No other representations or promises shall be binding unless set forth in a written amendment signed by both parties.

15.2 Waiver

No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver of that right. Any waiver must be in writing and signed by the waiving party to be effective. A waiver of one breach shall not be deemed a waiver of any future breach.



(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



15.3 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The parties shall negotiate in good faith to replace any invalid or unenforceable term with one that most closely reflects their original intent.

15.4 Independent Contractor

Resolve Forensics is an independent contractor and not an employee, partner, or agent of Client. Nothing in this Agreement shall be construed to create a joint venture, partnership, employment, or agency relationship. Resolve Forensics is solely responsible for its own employees, subcontractors, and tax obligations.

15.5 Assignment

Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement without consent to an affiliate or successor in interest in the event of a merger, acquisition, or sale of substantially all assets, provided that the assignee agrees in writing to be bound by its terms.

15.6 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties and their permitted successors and assigns. Nothing herein is intended to confer any legal or equitable rights, benefits, or remedies upon any third party, including any individuals referenced or identified through the forensic process.

15.7 Notices

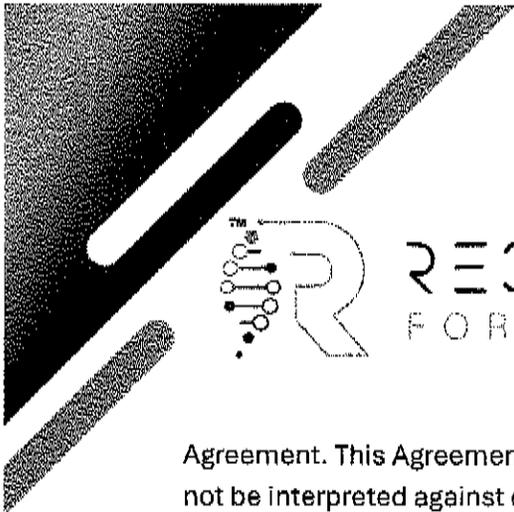
All notices under this Agreement must be in writing and delivered to the designated contact addresses of the parties (as provided in the signature block or otherwise updated in writing).

Notices shall be considered given:

- (a) when delivered by hand or courier,
- (b) three business days after being mailed by certified mail, or
- (c) when sent by email, if confirmed by delivery receipt or followed by another method of delivery.

15.8 Headings and Interpretation

Section headings are for convenience only and shall not affect the interpretation of this



(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



Agreement. This Agreement shall be construed neutrally, without regard to authorship, and shall not be interpreted against either party.

15.9 Counterparts

This Agreement may be executed in counterparts, including electronically, each of which shall be deemed an original and all of which together shall constitute one binding agreement.

15.10 Compliance with Law

Each party shall comply with all applicable federal, state, and local laws, rules, and regulations in the performance of its obligations under this Agreement. This includes, for Resolve Forensics, compliance with forensic accreditation standards and genetic data policies, and for Client, adherence to relevant investigative and privacy laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

Resolve Forensics, LLC

Name: _____

Title: _____

Signature: _____

Date: _____

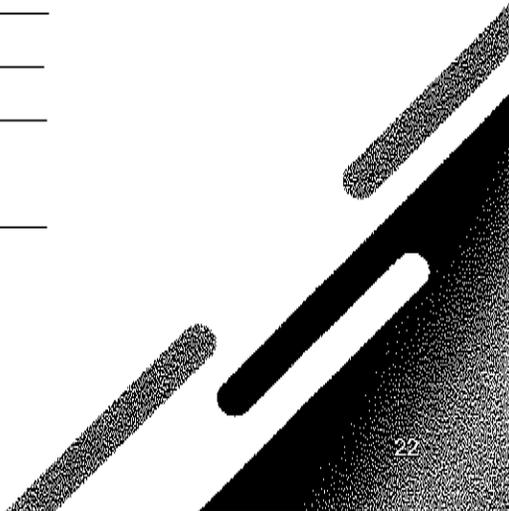
Client: _____

Name: _____

Title: _____

Signature: _____

Date: _____





(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



RESOLVE FORENSICS SUBSCRIPTION SERVICES ADDENDUM

This Subscription Services Addendum (“**Addendum**”) is entered into by and between **Resolve Forensics, LLC** (“**Resolve**”) and **Lassen County Sheriff’s Office** (“**Client**”). This Addendum is incorporated into and made part of the Subscription Services Agreement between the parties dated _____ (“**Agreement**”).

In the event of any conflict between this Addendum and the Agreement, the terms of this **Addendum shall control**. All other terms of the Agreement remain unchanged and in full force and effect.

Subscription Tier and Term

- Client is enrolled in the **Beacon Subscription Tier** on an ongoing, indefinite basis, subject to applicable termination provisions.
- Contract Term: Ongoing
- Total Contract Value (Beacon + IGG, excluding GEDmatch): **\$73,200**
- GEDmatch Upload Credits (pre-purchased): **\$7,200**
- Total Contract Value (including GEDmatch): **\$80,400**

Included Casework

- Resolve shall provide the following during the contract term:
- Fifteen (15) total cases available for an indefinite, ongoing period



Casework Flexibility

- Client may treat the subscription as fifteen (15) total cases usable at any time
- The client may use the fifteen (15) included samples on an indefinite basis. Once all included samples are used, the client may access discounted a' la carte pricing for up to three (3) years, after which a new subscription or contract is required to continue discounted pricing; otherwise, standard a' la carte rates will apply.
- Any cases beyond the contracted amount may be added at Resolve's **current subscription a la carte pricing**.

Investigative Genetic Genealogy (IGG) Add-On

- Client is entitled to two (2) IGG services during the duration of the contract, for a total of six (6) IGG cases over the three-year term.
- The client may purchase discount FIGG add-ons for up to three (3) years. After this period, FIGG add-ons for up to three (3) years. After this period, FIGG add-ons will be billed at the standard rate of \$3,500 per case unless a new subscription or contract is established.
- IGG add on Rate (locked for first 3 years of contract): **\$3,200 per case**
- Total IGG Add-On Cost: **\$19,200**
- IGG services may be used flexibly across contract years.

GEDmatch Uploads

- Client is entitled to six (6) GEDmatch uploads to be used flexibly across contract years
- GEDmatch upload credits shall be **purchased upfront** at a rate of **\$1,200 per upload**.
- Total GEDmatch Upload Cost: **\$7,200**.
- Resolve does not apply any markup to GEDmatch upload fees.
- GEDmatch uploads are limited to GEDmatch services only and do not include uploads to any other database.
- Client may elect to perform GEDmatch uploads independently; unused prepaid upload credits are non-refundable.



(801) 477-0466



ResolveForensics.com
Whitney@resolveforensics.com



Salt Lake City, Utah



Payment Terms

- Payment is due **in full upfront** for the contract unless otherwise agreed in writing.
- Total Subscription Cost (Beacon + IGG): **\$73,200**
- GEDmatch Upload Credits (pre-purchased): **\$7,200**
- Total Amount Due at Contract Execution: **\$80,400**

Carryover

- Unused casework or IGG services may only be applied under an active subscription or contract. Continued access to discounted pricing or unused services beyond applicable discount periods requires execution of a new subscription or contract.

No Other Modifications

Except as expressly stated in this Addendum, all terms and conditions of the Agreement remain unchanged and enforceable.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date last written below.

Resolve Forensics, LLC

Name: _____

Title: _____

Signature: _____

Date: _____

Lassen County Sheriff's Office

Name: _____

Title: _____

Signature: _____

Date: _____