

TERMS OF SERVICE

CRITICAL RESPONSE GROUP is an approved reseller of the software-as-a-service, "911eye" (the "Service") from Capita Software, LLC. ("CAPITA") and is authorized by Capita to resell the Service to Customer under the terms and conditions set forth below.

CRITICAL RESPONSE GROUP provides the Service to Customer solely under the terms and conditions established by CAPITA as set forth herein below (the "Service Terms") and the condition that Customer accepts and complies with the Service Terms. By submitting an order to CRITICAL RESPONSE GROUP for Service or otherwise entering into an agreement with CRITICAL RESPONSE GROUP to use or access the Service, Customer accepts the Service Terms and agrees that Customer is legally bound by the Service Terms. If Customer does not agree to the Service Terms, CAPITA will not and does not grant access to or license the Service through CRITICAL RESPONSE GROUP to Customer and Customer must not use the Service.

Notwithstanding anything to the contrary in the Service Terms or Customer's agreement with CRITICAL RESPONSE GROUP, or Customer's acceptance of the Service Terms, no rights or access or license is granted (whether expressly, by implication, or otherwise) under the Service Terms and the Service Terms expressly exclude any right, concerning any software or service that customer did not acquire or access lawfully or that is not a legitimate authorized copy of CAPITA's software or service.

Therefore, pursuant to the Customer's Agreement with CRITICAL RESPONSE GROUP, Customer agrees to the Service Terms and that the same are incorporated into said agreement between CRITICAL RESPONSE GROUP and Customer.

1. DEFINITIONS AND INTERPRETATION.

1.1 **Interpretation.** Unless the context requires otherwise, in the Service Terms (i) "including" (and any of its derivative forms) means including but not limited to, (ii) "may" means has the right, but not the obligation to do something and "may not" means does not have the right to do something, (iii) "will" and "shall" are expressions of command, not merely expressions of future intent or expectation, (iv) "written" or "in writing" is used for emphasis in certain circumstances, but that will not derogate from the general application of the notice requirements set forth in these Service Terms in those and other circumstances, (v) use of the singular imports the plural and vice versa, and (vi) use of a specific gender imports the other gender(s).

1.2 **Definitions.** The following capitalized terms shall have the following subscribed meanings and definitions:

"Affiliate" means, in relation to a party, any entity controlling, controlled by, or under common control with that party, where "control" (in its various forms) means having the right to direct the management and affairs of an entity, whether through ownership of voting securities, by contract, or otherwise.

"Content" means electronic data, information and/or other types of content, if any, that is displayed, distributed or otherwise made accessible to Customer and End Users via the Services, but does not include Customer Data or the Services.

"Customer Data" means any data, information and/or other types of content submitted, posted or displayed by, or on behalf of Customer and/or its End Users to or on the Services, excluding Content. For clarity, "Customer Data" includes Session Data and Session Activity Data.

"Customer Systems" means Customer's information technology infrastructure, including computers, software, databases, electronic systems, and networks, whether operated directly by Customer or through the use of third-party services.

"Customer Territory" means the United States or such other territory as is specified in Customer's agreement with CRITICAL RESPONSE GROUP.

"Documentation" means any then-current user manual, handbook or other documentation for the Services made available by CAPITA via CRITICAL RESPONSE GROUP for Customer's use.

“End User” means Customer’s employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to agreement with CRITICAL RESPONSE GROUP; and (ii) for whom access to the Services has been purchased under Customer’s agreement with CRITICAL RESPONSE GROUP.

“Intellectual Property Rights” means all intellectual and industrial property rights of any type or nature recognized in any jurisdiction in the world, including copyrights, moral rights and other rights associated with works of authorship; trade secrets and know-how; patents, patent rights, and other rights in inventions; trade-marks, trade names, trade dress, service marks, logos, symbols and other source identifiers; and including applications and registrations for, and extensions, continuations, renewals, and re-issuances of any of the foregoing.

“Services” means the CAPITA software-as-a-service known as ‘911eye’, including the CAPITA software programs, data and other and materials made available to Customer by CRITICAL RESPONSE GROUP, including error corrections, modifications and updates to such items, and including the Documentation.

“Service Suspension” has the meaning given to it at Section 5.G.

“Session Activity Data” means the meta data relating to a particular call session utilizing the Services, including session ID, date and time of Session.

“Session Data” means the following information as may be submitted to, or captured by, the Services by members of the public or Customer’s End Users via end user devices during a ‘session’ held between a call handler and a caller: (a) the telephone number of a caller or the caller’s email address; (b) any reference number for the “session” provided by the call handler; (c) GPS location of the caller during the call; (d) the caller’s phone model, vendor, operating system and browser and browser model; (e) any audio, picture or video content; and (f) the call handler’s user ID. Session Data excludes Session Activity Data.

“Third Party Software” means any open-source or other software relating to the Services that are not proprietary to CAPITA or CRITICAL RESPONSE GROUP.

2. USAGE RIGHTS.

2.1 Rights of access. Subject to and conditioned on Customer’s and its End Users’ continuing compliance with Customer’s agreement with CRITICAL RESPONSE GROUP (including the terms and conditions of these Service Terms), CAPITA via CRITICAL RESPONSE GROUP shall make the Services available to Customer on a non-exclusive, non-transferrable, non-sublicensable basis in the Customer Territory to use, solely by and through the End Users, the Services solely for internal purposes for enabling situational awareness and resource deployment during the service period set out in Customer’s agreement with CRITICAL RESPONSE GROUP. For clarity, Customer and its End Users shall not be entitled to (a) use or otherwise access the Services outside of the Customer Territory or (b) use the Services (whether directly or indirectly and whether through Customer’s personnel or a member of the public) to capture picture, audio, video or any other Customer Data originating outside of the Customer Territory.

2.2 Documentation license. Subject to and conditioned on Customer’s and its End Users’ continuing compliance with the terms and conditions of the Service Terms, CAPITA grants to Customer through CRITICAL RESPONSE GROUP a limited, non-exclusive, non-transferable, non-sublicensable license for Customer to use the Documentation in the Customer Territory during the service period set out in Customer’s agreement with CRITICAL RESPONSE GROUP.

2.3 Duration of rights. The rights and license granted under the Service Terms shall terminate: (a) in accordance with the terms set out in Customer’s agreement with CRITICAL RESPONSE GROUP; or (b) automatically on expiry or termination of Customer’s agreement with CRITICAL RESPONSE GROUP. Upon termination of the access granted under the Service Terms, Customer will immediately cease to use the Services and Documentation.

2.4 Reservation of Rights. The Services and Documentation are not sold to Customer.

The Service Terms do not convey to Customer title to or ownership of the Services or Documentation, but only a right of limited use on the terms and conditions set forth herein. All rights not expressly granted by CAPITA via CRITICAL RESPONSE GROUP to Customer are reserved by CAPITA and CRITICAL RESPONSE GROUP.

2.5 Third Party Software. The Services may include or otherwise be made available pursuant to or utilizing proprietary software and/or Third Party Software components that are subject to additional or different license and notice terms. If so, Customer shall (and shall procure that its End Users shall) comply with all applicable license and notice terms notified to Customer from time to time.

2.6 End Users. Customer is responsible and liable for all uses of the Services resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by, or in violation of, the Service Terms. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of End Users, and any act or omission of an End User that would constitute a breach of the Service Terms if taken by Customer will be deemed a breach of the Service Terms by Customer. Customer shall make all End Users aware of the provisions of the Service Terms as applicable to such End Users' use of the Services and shall cause End Users to comply with such provisions.

2.7 Suspension of Services. CAPITA may directly or indirectly, suspend, terminate, or otherwise deny Customer's (including any End User's) access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if (a) CAPITA reasonably determines that: (i) there is a threat or attack on the Services; (ii) Customer's or any End User's use of the Services disrupts or poses a security risk to the Services or to any other customer or vendor of CAPITA; (iii) Customer, or any End User, is using the Services for fraudulent or illegal activities; (iv) CAPITA has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) CAPITA's provision of the Services to Customer through CRITICAL RESPONSE GROUP or any End User is prohibited by applicable law; (b) any vendor of CAPITA has suspended or terminated CAPITA's access to or use of any third party services or products required to enable Customer to access the Services; (c) Customer is in breach of access and/or license terms and restrictions specified under its agreement with CRITICAL RESPONSE GROUP (including, without limitation, under the Service Terms), (any such suspension, a "Service Suspension").

2.8 Notice and Removal of Suspension. Any written notice of Service Suspension and any updates regarding resumption of access to the Services following any Service Suspension will be provided via CRITICAL RESPONSE GROUP.

2.10 Service Changes. Customer acknowledges that CAPITA reserves the right, in its sole discretion, to make any changes to the Services and that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Services; (ii) the competitive strength of or market for Services; or (iii) the cost efficiency or performance of the Services; or (b) to comply with applicable law.

3. SCOPE OF USE.

3.1 Restrictions. Customer shall not, and shall cause End Users not to, act outside the scope of the license and access rights that are expressly granted by CAPITA under the Service Terms. Further, Customer shall not, and shall not permit or allow End Users, or any other person to: (a) use the Services in any manner that is not authorized by, or not consistent with, the Service Terms or for any illegal, unauthorized or otherwise improper purposes, including to store or transmit infringing, libelous or otherwise unlawful or tortious material, to store or transmit malicious code, or to store or transmit material in violation of third party privacy rights; (b) reverse engineer, decompile, disassemble, or otherwise translate or derive any trade secrets embodied in the Services or the source code for any components of the Services, or attempt to do so (except as otherwise expressly permitted by applicable law for computer interoperability); (c) access or use

the Services in order to develop or support, or assist another party in developing or supporting, any products or services competitive with the Services; (d) disclose or give access to the Services to any person who is involved in any way in the design or development of a competitive alternative to the Services; (e) access or use the Services to operate the business or functions of a third party or to process data or content provided by a third party for the operation of a third party's business or functions, or otherwise use the Services on a third party's behalf, or to act as a service bureau or provider of application services to any third party; (f) interfere with or disrupt the integrity or performance of the Services, including by disrupting the ability of any other person to use or enjoy the Services or Content, or attempt to gain unauthorized access to the Services, Customer Data, Content or related systems or networks; (g) alter, obscure, or remove any copyright, trademark or other proprietary rights notice from the Services; (h) re-use, disseminate, copy, or otherwise use the Services in a way that infringes, misappropriates, or violates any trademark, copyright, patent, trade secret, publicity, privacy or other right of any third party; (i) take any action designed or intended to interfere with the proper working of the Services or circumvent, disable, or interfere with security-related features of the Services or features that prevent or restrict use, access to, or copying the Services, or that enforce limitations on use of the Services; or (j) sell, lend, lease, assign, transfer, pledge, permit a lien upon, or sub-license any of the rights granted by the Service Terms with respect to the Services; or (k) use the Services (or allow any other person to use the Services): (i) for the purposes of conducting or providing surveillance, analyses or research that isolates a group of individuals or any single individual for any unlawful or discriminatory purpose or in a manner that would be inconsistent with the users' reasonable expectation of privacy; or (ii) to target, segment or profile individuals based on health (including pregnancy), negative financial status or condition, political affiliations or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, or any other sensitive categories of personal information prohibited by law.

3.2 Protection of Software. Customer shall use generally accepted industry practices relating to physical, logical, electronic and confidentiality systems to protect the Services, using at

least the degree of care it uses to protect its own software and IT systems and other confidential and proprietary information and in no event less than a reasonable degree of care.

3.3 U.S. Government Restricted Rights. This section applies to all acquisitions of the Services by or for the U.S. federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the government. By accepting delivery of the Services, the government hereby agrees that the Services qualifies as "commercial" computer software within the meaning of the acquisition regulation(s) applicable to the procurement of the Services. The terms and conditions of the Service Terms shall pertain to the government's use and disclosure of the Services, and shall supersede any conflicting contractual terms or conditions. If the Service Terms fails to meet the government's needs or is inconsistent in any respect with Federal law, the government agrees to cease use of the Services.

3.4 Export Regulation. Customer covenants that it will cause all personnel who will be given access to the Services to be familiar with U.S. laws governing cross-border transactions and activities, including U.S. export control laws and the U.S. Foreign Corrupt Practices Act, and Customer assures CAPITA that Customer and such personnel will not violate any such laws in connection with their activities under or relating to the Service Terms, and that they will take no actions on behalf of or in relation to CAPITA or the Services that would subject CAPITA to liability under any such laws. Customer will not permit access to the Services to be given to, or accessed by, any individuals or companies from restricted destinations, organizations, entities, or individuals subject to U.S. trade embargoes, sanctions, and restrictions under U.S. Law, including the Office of Foreign Assets Control's (OFAC) Embargoed Countries, OFAC's Countries and Territories Sanctions Programs, and OFAC's Special Designated Nationals and Blocked Persons, the International Traffic In Arms Regulations Prohibited Countries, and Export Administration

Regulation Entities' List and Denied Persons' List.

4. CONTENT & CUSTOMER DATA.

4.1 Use of Content and Customer Data. The Services may enable End Users to search for, find, store, manage, and use Content that is provided or made accessible through the Services or to submit, post, capture or display Customer Data to or on the Services. Customer acknowledges that CAPITA and CRITICAL RESPONSE GROUP do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, reliability, or other attributes of any Content or Customer Data, nor does CAPITA or CRITICAL RESPONSE GROUP review or attempt to verify the accuracy or currency of any Customer Data or Content. Customer is solely responsible for: (a) determining the suitability of any Content or Customer Data for its intended use by Customer in connection with the Services; (b) as necessary for its intended use, verifying the authenticity, integrity, and accuracy of the Content and any Customer Data prior to using it; and (c) securing and maintaining all rights in any Content or Customer Data necessary for CAPITA and/OR CRITICAL RESPONSE GROUP to make the Services available to Customer without violating any rights of any third party.

4.2 Customer Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content, use, accuracy, quality and legality; (b) use of the Services in accordance with any and all applicable laws and regulations; (c) all information, instructions, and materials provided by or on behalf of Customer or any End User in connection with use of the Services; (d) the Customer Systems; (e) the security and use of Customer's and its End Users' login details, passwords or other credentials used to access the Services ("Access Credentials"); and (f) all access to and use of the Services directly or indirectly by or through the Customer Systems or its or its End Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

4.3 Session Data Purge. Customer acknowledges that all Session Data submitted to, or captured by, the Services via an end user device will be permanently and irretrievably deleted from the Services thirty (30) days from the date of capture or upload to the Services.

5. INTELLECTUAL PROPERTY RIGHTS.

5.1 Ownership. Customer acknowledges that the Services and CAPITA's name, logos and branding have been developed at substantial cost and expense by CAPITA and its licensors and that they constitute valuable commercial and proprietary property of CAPITA and its licensors. Customer further acknowledges and agrees that, as between CAPITA and Customer, all Intellectual Property Rights in and to the Services and CAPITA's name, logos and branding are (and will be) owned solely and exclusively by CAPITA and its licensors and that Customer does not, by virtue of these Service Terms or performance under it, receive any ownership interest in or continuing license to any part of the Services or to CAPITA's Intellectual Property Rights, whether expressly, or by implication, estoppel, or otherwise.

5.2 Feedback. Customer grants to CAPITA and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services and products any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or End Users relating to CAPITA's services and products.

6. WARRANTIES & LIABILITY

6.1 No Warranty. CAPITA AND CRITICAL RESPONSE GROUP EXPRESSLY DISCLAIMS ALL WARRANTIES AND/OR CONDITIONS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE OR NON-INFRINGEMENT, SATISFACTORY QUALITY OR ACCURACY, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH ITS SELECTION AND USE OF THE SERVICES TO MEET ITS NEEDS. CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR THE RESULTS OBTAINED FROM USE OF THE SERVICES, INCLUDING

THE COMPLETENESS, ACCURACY, AND CONTENT OF SUCH RESULTS. CRITICAL RESPONSE GROUP DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET THE REQUIREMENTS OR BUSINESS NEEDS OF CUSTOMER, THAT THE OPERATION OF THE SERVICES AND RELATED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL DEFECTS WILL BE CORRECTED.

6.2 **Liability.** Except to the extent it is not permitted under applicable law to disclaim or, as applicable, limit liability under no circumstances shall CAPITA or CRITICAL RESPONSE GROUP have any liability, regardless of the theory of liability (including theories of contractual liability, tort liability (including negligence), or strict liability), directly to customer under or in connection with the Services, these Service Terms (or otherwise arising from or in connection with customer's use of the Services) for any direct, indirect, incidental, consequential, special, exemplary or punitive damages.

6.3 **Acknowledgment.** Customer acknowledges that CAPITA AND CRITICAL RESPONSE GROUP WILL HAVE NO LIABILITY FOR ANY DAMAGE, LIABILITIES, LOSSES (INCLUDING ANY LOSS OF DATA OR PROFITS), EXPENSES, OR ANY OTHER CONSEQUENCES THAT CUSTOMER MAY INCUR AS A RESULT OF A SERVICE SUSPENSION. SECTION G DOES NOT LIMIT ANY OF CRITICAL RESPONSE GROUP'S OTHER RIGHTS OR REMEDIES, WHETHER AT LAW, IN EQUITY, OR UNDER SECTION 11.D OF THESE SERVICE TERMS.

7. GENERAL

7.1 **Applicable Law.** These Service Terms and the relationship of CAPITA and Customer under it shall be governed and construed in all respects solely and exclusively by the substantive laws of the state of New York and applicable U.S. federal laws without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Service Terms.

7.2 **Jurisdiction.** The courts situated in the state of New York shall have exclusive jurisdiction over all suits and proceedings arising out of or in connection with this Service Terms. Both CAPITA, CRITICAL RESPONSE GROUP and Customer hereby submit to the jurisdiction of such courts for purposes of any such suit or proceeding and irrevocably waive any claim that such forum is inconvenient or inappropriate.

7.3 **Severability.** If any court of competent jurisdiction holds any provision of this Service Terms invalid or unenforceable, the other provisions of the Service Terms will remain in full force and effect. Any provision of the Service Terms held invalid or unenforceable only in part will remain in full force and effect to the extent it is not held invalid or unenforceable. The invalid or unenforceable provision shall be changed and interpreted so as to best accomplish its intent within the limits of applicable law or court decisions.

7.4 **Survival.** Any term or condition of the Service Terms required for the interpretation of the Service Terms or necessary for the full observation and performance of all rights and obligations arising prior to the date of expiration or termination shall survive the expiration or termination of Customer's agreement with CRITICAL RESPONSE GROUP for any reason.

7.5 **Assignment.** Customer may not assign, delegate, or transfer the Service Terms, in whole or in part, or any of its rights or duties hereunder without the written consent of CAPITA.

7.6 **Third-Party Beneficiaries.** Customer agrees that CAPITA and CRITICAL RESPONSE GROUP are third party beneficiaries of the Service Terms, and that CAPITA and CRITICAL RESPONSE GROUP have the right (and will be deemed to have accepted the right) to enforce the Service Terms against Customer as a third party beneficiary.

7.7 **Future Functionality.** Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by CAPITA regarding future functionality or features.

7.8 **Amendments.** No amendment to or modification of the Service Terms will be binding unless in writing and signed by CAPITA, CRITICAL RESPONSE GROUP and Customer.