



Statement of Work

Integrated Risk Management

A GARDAWORLD COMPANY



This Statement of Work Number 403424 ("SOW 403424") is made effective as of the last date signed below (the "Effective Date"), by and between Cortland, Town of, IL ("Subscriber" or "Client") and Crisis24, Inc. on behalf of itself and the Crisis24 group of companies, which collectively include Crisis24 Limited, Crisis24 Consulting Limited, Crisis24 SAS, Crisis24 Protective Solutions, LP, Crisis24 Protective Solutions Limited, FAM International Logistics, Inc., Crisis24 Protective Solutions, Inc., Crisis24 Medical Solutions, Inc., Crisis24 Assistance Services Limited, OnSolve, LLC, and their subsidiaries, having its principal place of business at 185 Admiral Cochrane Drive, Suite 300, Annapolis, MD 21401 (collectively, "Crisis24" or "Provider") (collectively, Client and Crisis24 are "Parties" and each a "Party").

SOW 403424 shall be governed by the Terms and Conditions attached hereto. In the event of a conflict between this SOW 403424 and the Agreement, this SOW 403424 shall govern. Capitalized terms used and not defined in this SOW 403424 have the meanings given to such terms in the Agreement.

1.0 Services	
Service Name	Quantity
<p>CodeRED by Crisis24: Critical Communications CodeRED Core Package (Population/Contacts): Provides Subscriber access to multiple communications channels, including two-way communications, full message customization, and multilingual capabilities as further described in the CodeRED by Crisis24 Product and Services Specifications.</p> <p>Subscriber Service Area for the population: Cortland, IL. A population increase above 10% may result in increased pricing.</p>	4,548
<p>CodeRED by Crisis24: Critical Communications CodeRED Premium Contact Data: Provides Subscriber access to Suppliers set of data for residential and business phone records (land lines) in the United States and Canada. This data is for emergency use only.</p>	1
<p>Critical Communications Transactions - Included Annual Message Units (MUs): Provides Subscriber the specified quantity of annual Message Units for delivery and receipt of SMS, voice and/or fax messages.</p>	40,000
<p>Critical Communications Transactions - Included Unlimited Email/Mobile: Provides Subscriber unlimited Email and Mobile App (push notifications) Alerts.</p>	1
<p>CodeRED by Crisis24: Critical Communications CodeRED Premium Plus Contact Data: Provides Subscriber access to Suppliers set of data for residential mobile numbers in the United States. This data is for emergency use only.</p>	1
<p>CodeRED by Crisis24: Critical Communications Transactions - CodeRED Unlimited MU Upgrade (U.S.): Provides Subscriber Unlimited Message Units for Public Safety Alerting (Population/Contacts U.S. only)</p>	1



<p>OnSolve by Crisis24: Onboarding/Implementation - Level 2: Assigned Project Manager (PM) with up to 4 hours of structured implementation activities over 1 month. One comprehensive virtual training for Users covering all aspects of the feature set outlined in the contract. Training is to be held within the first 60 days, with access to the recording of that session available for 90 days.</p>	1
<p><u>Additional Service Notes:</u></p> <p>Planned Use: Subscriber will use the Services to send Alerts to prepare and respond to emergencies and critical events to protect people and property from harm or damage.</p> <p>Services are further detailed in the Schedule of this Statement of Work or as provided here.</p>	

2.0 Term Fees	
Annual Fee	USD 3,278.64
Year 1 Total	USD 3,278.64
Year 2	USD 3,442.58
Year 3	USD 3,614.71

2.1 INCREASES

After First Year of this SOW, all Fees and Overages will increase by the higher of i) five (5%) percent per year over the fees charged in the immediately preceding year for the same volumes and Services provided under an SOW; or ii) by the percentage increase since the Effective Date in consumer prices for services as measured by the United States Consumer Price Index or a similar index, should such index no longer be published, five (5%) per year over the fees charged in the immediately preceding year for the same volumes and Services provided under an SOW.

2.2 TRANSACTION FEES

The Service includes the bundled and/or pre-purchased Message Units (MUs) as indicated above. Message Units are utilized for sending Short Message Service (SMS), Voice, Facsimile (Fax) (collectively “Transactions”). If fees have been prorated, then the quantity of any annual Transactions that are included will also be prorated accordingly. Unused bundled and/or pre-purchased Transactions do not roll over year-to-year. Use that exceeds the bundled and/or pre-purchased Transactions will be billed on a calendar quarterly basis at the rates specified below.

- Message Unit overage rate USD 0.02/MU

Each U.S. minute and/or SMS segment will consume 1 MU. Facsimile and international messages will consume MUs based the recipient destination per the Message Unit consumption table located at the following URL: <https://www.crisis24.com/legal/transaction-mu>

3.0 Overages	
<p>Amount Per annum fee payable if contracted quantities are exceeded in any 12-month billing period. Crisis24 will notify Client in writing of the Overage type, amount and fee prior to invoicing.</p>	<p>Overage Type</p>



\$	Per additional Asset
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4.0 Billing	
SOW Ref Number:	403424
Contact:	Lin Dargis Cheryl Aldis
Address:	250 South Halwood Street 59 S. Somonauk Rd. Cortland Illinois 60112 United States
Phone:	1 (815) 756-2558 815-756-3030
Email:	cortlandchief@cortlandil.org townclerk@cortlandil.org
PO Required?	NO
Billing Currency:	USD
Billing Frequency:	Annually in Advance
Payment Terms:	thirty (30) days

5. ADDITIONAL PAYMENT TERMS

All fees are exclusive of VAT and other local taxes (including Withholding Tax) which will be applied as applicable. Any amounts prepaid by Client for Quantities under the SOW must be used within the annual billing period. Such payments shall not be refunded or applied as a credit to any future periods.

6. TERM

This SOW 403424 shall commence on the Effective Date and shall terminate 36 months after (the 'SOW 403424 Term'). Thereafter, this SOW 403424 shall automatically renew for additional one-year periods (each a "Renewal SOW Term") , unless Client provides Crisis24 with written notice of termination at least sixty days (60) prior to the end of the then current Renewal Term.

IN WITNESS WHEREOF, the parties have executed this SOW 403424 as of the Effective Date.

CRISIS24, INC.

Cortland, Town of, IL

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



Enterprise Subscription Services Agreement - Government

This Enterprise Subscription Services Agreement (this "Agreement") is made as of the last date signed below ("Effective Date") by and between Crisis24, Inc. on behalf of itself and the Crisis24 group of companies, which collectively include, Crisis24 Assistance Services Limited, Crisis24 Limited, Crisis24 Medical Solutions, Inc., Crisis24 Consulting Limited, Crisis24 SAS, Crisis24 GmbH, Crisis24 Pte. Ltd, Crisis24 Protective Solutions, LP, Crisis24 Protective Solutions Limited, FAM International Logistics, Inc., Crisis24 Protective Solutions, Inc., OnSolve, LLC, and their subsidiaries having its principal place of business at 185 Admiral Cochrane Drive, Suite 300, Annapolis, MD 21401 (collectively, "Crisis24" or "Supplier"), and Cortland, Town of, IL having its principal place of business at 250 South Halwood Street, Cortland, Illinois, 60112, United States ("Subscriber" or "Client") (collectively, Subscriber and Crisis24 are "Parties" and each a "Party").

- a. Scope of Agreement. This Agreement sets forth the terms and conditions that will apply when Crisis24 provides services to Subscriber (the "Services") as described in a Statement of Work (each, an "SOW") executed by the parties pursuant to this Agreement. Any of the Crisis24 group of companies may perform the Services. In the event of a conflict between this Agreement and the applicable SOW, the terms of the applicable SOW will prevail.
- b. No Obligation. This Agreement does not impose an obligation to deal exclusively with the other Party. In addition, Crisis24 is not obligated to undertake, and Subscriber is not obligated to purchase or pay for, any Services unless this Agreement and a SOW for Services is executed and delivered by both parties.
- c. Changes to Service. If either Party believes a change in circumstances justifies any modification to the SOW, the Parties shall discuss in good faith a modification to the relevant SOW. Any modification requires a written amendment or other confirmation, executed by the Parties.

1. CERTAIN DEFINITIONS.

- 1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party hereto, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.
- 1.2. "Alerts(s)" means notifications/messages issued through the Subscription Services, without regard to whether a Contact responds to such Alert.
- 1.3. "Applicable Law" means any statute, ordinance, judicial decision, executive order, directive or regulation having the force and effect of law in each case to the extent applicable to a party, the Services and the use thereof or, in connection with this Agreement.
- 1.4. "Contact" means an individual recipient only capable of receiving and responding to Alerts and, if permitted, updating their own profile.
- 1.5. "Content" means content, data, text, messages, and other material contained in an Alert or otherwise sent by Subscriber through the Subscription Services.
- 1.6. "CNE Page" means the relevant community notification enrollment website utilized by Subscriber and its Contacts in connection with the Services.
- 1.7. "Documentation" means any explanatory materials, such as user manuals, training manuals, specifications regarding the implementation and use of the Subscription Services (electronic or written) that is provided by Crisis24 regarding the Subscription Services, as may be updated from time to time.
- 1.8. "Fees" means any fees due for the Services set forth on the applicable SOW, including but not limited to all fees for Subscription Services, Non-Recurring Services and Professional Services and any applicable Transaction Fees.
- 1.9. "Initial Term" has the meaning provided in Section 9.1.
- 1.10. "Professional Services" means the professional services identified on Subscriber's SOW or any statement of work to be provided by Crisis24 to Subscriber.
- 1.11. "Renewal Term" has the meaning provided in Section 9.1.
- 1.12. "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.13. "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, email address and office address and location), personal contact details (home telephone number, cell phone



number, other telephone, email address and physical address), geolocation, and employee ID or other non-identifying ID number provided by Subscriber or obtained through the CNE Page.

1.14. "Subscription Services" means Crisis24's software-as-a-service, internet-based and accessed service(s) as more particularly described on the applicable SOW and purchased by the Subscriber pursuant to this Agreement.

1.15. "Subscription Fee" means the fees for access to and use of the Subscription Services.

1.16. "Term" means the Initial Term together with any applicable Renewal Term(s).

1.17. "Transaction Fees" means the fees for individual transactions of sending and/or receiving Alerts to and from devices.

1.18. "User" means, collectively, any administrators and all authorized users of the applicable Subscription Services, including Contacts.

2. USE OF THE SUBSCRIPTION SERVICES.

2.1. Access to the Subscription Services. During the Term and subject to Subscriber's compliance with this Agreement, Crisis24 grants Subscriber a non-exclusive, worldwide, non-transferable right to access and use the Subscription Services for Subscriber's internal business purposes only and only in accordance with the applicable Documentation.

2.2. Use Restrictions. Subscriber shall not, and shall not permit any third party under its control to, use the Subscription Services for an Unauthorized Purpose. If Subscriber uses the Subscription Services for an Unauthorized Purpose, Crisis24 may take any and all actions as it reasonably deems appropriate, from the issuance of a warning to limiting, suspending, or terminating Subscriber's right to use the Subscription Services to cancellation of any SOW and (if applicable) involvement of government authorities. "Unauthorized Purpose" means to: (i) create derivative works of, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Subscription Services; (ii) circumvent or disable any security or features of the Subscription Services, or attempt to probe, scan, gain access to, or test the vulnerability of Crisis24's network and/or Subscription Services or any systems, networks, servers, computers, devices, or equipment owned, controlled, or used by Crisis24 to provide the Subscription Services unless expressly permitted under an agreement between Subscriber and Crisis24; (iii) license, sublicense, assign, transfer, distribute, rent or sell use or access to the Subscription Services (in whole or in part), whether as a service bureau or otherwise, or otherwise transfer rights in or to the Subscription Services; (iv) remove, alter or obscure any product identification, copyright or proprietary notices; (v) upload or provide any Content, information or materials that are defamatory, offensive, abusive, obscene, of menacing character, or that violate privacy or intellectual property rights; (vi) use the Subscription Services to threaten, defame, bully, harass, or harm persons or their property; (vii) send, store or distribute any malware, viruses or any other routines, code or programs with the intent or effect of damaging, destroying, disrupting, monitoring or otherwise impairing Crisis24's, or any other person's or entity's, network, computer system, or other equipment, or any third party data contained therein; (viii) access the Subscription Services or use any Documentation in order to build a similar product or competitive product; or (ix) adopt, use, register, or apply for registration of, whether as a corporate name, trademark, service mark or other indication of origin, any Crisis24 trademark, service mark or trade name, or any word or mark confusingly similar to them in any jurisdiction; (xi) contest, in any court or other jurisdiction, the validity of any of the Crisis24 property; or (xii) use with intent to avoid payment of charges due under this Agreement.

2.3. Acceptable Use Policy. Subscriber shall ensure that its Users and its Affiliates' Users use the Subscription Services in accordance with all Applicable Laws and the Acceptable Use Policy located at <https://www.onsolve.com/legal/aup/>.

2.4. Usernames and Passwords. Subscriber shall be responsible for the confidentiality of all usernames and passwords and all activities that occur under such usernames. Subscriber shall promptly notify Crisis24 of any suspected unauthorized access to the Subscription Services at securityteam@onsolve.com, copying Subscriber's Crisis24 relationship manager.

2.5. Subscriber Data and Standard Personal Information. Subscriber represents and warrants it has the right and authority to provide Crisis24 with the Content and any Standard Personal Information for use in connection with the Subscription Services. As between the Parties, the Content and Standard Personal Information shall be owned by Subscriber. Subscriber grants Crisis24 a non-exclusive, worldwide, transferable, royalty-free and fully paid license to use the Content and Standard Personal Information solely as necessary to perform the Subscription Services. To the extent applicable, Subscriber acknowledges and agrees that Crisis24 may notify Contacts who contribute Standard Personal Information in the CNE Page ("CNE Page") that such data will be transmitted to Subscriber and is subject to Subscriber's privacy policies. Subscriber agrees that it will be solely responsible for providing the privacy policies for the CNE Page and that Crisis24 shall not be responsible for contributing Standard Personal Information for any Contact through the CNE Page.

2.6. Feedback. The Parties acknowledge that the Subscription Services may collect and aggregate certain de-identified information and data regarding the use and operation of the Subscription Services by Subscriber. Subscriber



agrees that Crisis24 may utilize such information and data as well as any Subscriber suggestions, enhancement requests or other recommendations (collectively, "Feedback") for any lawful business purpose, without a duty of accounting to Subscriber so long as such Feedback does not identify Subscriber, or any Subscriber provided Content or Contacts. No compensation shall be paid with respect to Crisis24's use of Feedback.

2.7. Affiliates. Subscriber's Affiliates may purchase Services on the terms and conditions set forth in this Agreement pursuant to an SOW. With regard to SOWs entered into by Crisis24 with any Subscriber Affiliate: (i) all references to "Subscriber" in this Agreement and in the SOW shall be deemed to mean the Affiliate who entered into the SOW, (ii) each SOW shall be subject to the terms and conditions of this Agreement and legally binding exclusively upon the respective Affiliate entering into such SOW and Crisis24, and (iii) Subscriber shall have no liability under such Affiliate SOW.

3. PROVISION OF SERVICES

3.1. Subscription Services Availability & Customer Support. During the Term, Crisis24 shall (i) provide the Subscription Services in accordance with its Service Level Agreement, a copy of which is available on request; (ii) utilize a reputable hosting infrastructure to provide the Subscription Services; and (iii) use commercially reasonable efforts to notify Subscriber in advance of planned Subscription Services interruptions. Upon receipt of a written request from Subscriber for technical assistance with the Subscription Services, Crisis24 Subscriber support personnel may access Subscriber's environment to collect the necessary logs and data or to validate Subscriber's settings or as otherwise required to respond to Subscriber's request. Crisis24 may also use data generated in connection with Subscriber's use of the Subscription Services to assist in responding to Subscriber's request.

3.2. Professional Services. If an SOW or any statement of work includes Professional Services, subject to the payment of applicable fees, Crisis24 shall perform such Professional Services (i) in a professional and workmanlike manner and (ii) in accordance with the terms and conditions set forth in the SOW or such statement of work. Subscriber must notify Crisis24 of a claim under this section within 30 days of completion of the affected Professional Services. Subscriber's exclusive remedy arising out of a failure to provide the Professional Services in accordance with this section is limited to the re-performance of the Professional Service, or if re-performance is not commercially reasonable, termination as provided by Section 9.2 (Termination for Material Breach). Any changes to the Professional Services will not be effective unless mutually agreed upon in writing. Subscriber will provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources reasonably necessary to enable Crisis24 to perform the Professional Services. Subscriber acknowledges that Crisis24's ability to provide Professional Services as described in the SOW may be affected if Subscriber does not meet its responsibilities as set forth above and in the applicable SOW.

3.3. Security and Data Integrity. Crisis24 maintains industry standard physical, administrative, and technical security measures to protect against and prevent unauthorized access of Content and Standard Personal Information in accordance with Crisis24's Security Standards Addendum, a copy of which is available on request.

3.4. Integrated Services. Subscriber acknowledges that the Subscription Services integrate or interoperate with certain third-party telephony, GIS, short message service (SMS) and/or facsimile services and that the Subscription Services are subject to pass-through terms from such third-party vendors. Accordingly, Crisis24 may modify this Agreement upon thirty (30) days written notice to Subscriber if reasonably necessitated due to changes imposed by such third-party providers. Subscriber's failure to comply with such modified terms may result in the termination of certain critical services from Crisis24's vendors which would impact all of Crisis24's Subscribers.

3.5. Retained Rights. Crisis24 retains all right, title and interest in and to the Services except for the rights granted to Subscriber pursuant to this Agreement.

4. PAYMENT AND TAXES

4.1. Payment Terms. Unless specified otherwise in the SOW, all Fees shall be stated and paid in U.S. Dollars and are non-refundable. Subscriber shall pay the Fees identified in the SOW without setoff or deductions as follows:

(a) Subscription Services. Unless otherwise provided on the SOW, Crisis24 shall invoice Subscriber annually in advance for the Subscription Services and payment is due to Crisis24 on the earlier of (i) thirty (30) days from the invoice date or (ii) the anniversary of the Effective Date.

(b) Professional Services. Professional Services will be delivered on time and material basis, as stated in a scope of service schedule attached to the SOW. Invoices will be issued on a monthly basis unless otherwise stated in the SOW. Professional Services Fees exclude expenses for travel, food and lodging, that are related to the performance of such services.

(c) Transaction Fees. If the Subscription Services include Transaction Fees and Subscriber exceeds the permitted message units for applicable features, Crisis24 shall invoice Subscriber for such Transaction Fees, at least annually but may do so on a quarterly or monthly basis, in arrears at the rate set forth on the SOW and payment is due within thirty (30) days from the invoice date.



(d) *Expenses.* Crisis24 shall invoice Subscriber quarterly in arrears for any expenses incurred in connection with delivering any of the Services, such as food, travel and lodging, as set out in the applicable SOW or statement of work.

4.2. Overdue Charges. To the extent permitted by Applicable Law, if any invoiced amount is not received by Crisis24 by the due date, without limiting Crisis24's rights or remedies, those amounts may be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, plus any and all collection costs.

4.3. Taxes. All Fees are exclusive of federal, state, local and foreign taxes, duties, levies, withholdings and similar assessments ("Taxes") and Subscriber is responsible for the payment of all Taxes, excluding Taxes on Crisis24's net income.

4.4. Price Increases. Crisis24 reserves the right to increase the Subscription Fees and/or the Transaction Fees on an annual basis during the Term.

4.5. Purchasing Agents. If Subscriber is utilizing a third-party payment intermediary ("Purchasing Agent") to pay for the Services, Subscriber acknowledges and agrees that: (a) such Purchasing Agent is acting in the capacity of an agent for Subscriber and is not purchasing the Services for Purchasing Agent's account; (b) Subscriber is responsible to Crisis24 for any failure by Purchasing Agent to timely pay the fees identified on the purchase order for the Service provided hereunder.

5. CONFIDENTIALITY AND DATA PRIVACY.

5.1. Confidential Information. The term "Confidential Information" means Standard Personal Information, internal policies and procedures of a party and all other non-public information that a reasonable person should understand to be confidential due to its nature and the circumstances in which it was disclosed and that is disclosed by or on behalf of either party ("Disclosing Party") to the other party ("Receiving Party"), whether such information is disclosed before or after the Effective Date. "Confidential Information" excludes information that (i) was in the public domain prior to the time of disclosure; (ii) enters the public domain after disclosure through no action or inaction of the Receiving Party; (iii) is already known by the Receiving Party at the time of disclosure; (iv) is obtained by the Receiving Party from a third party without restriction; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Except as otherwise expressly set forth in this Agreement, the Receiving Party shall not disclose (including, without limitation, distribute, transmit or transfer) or use the Confidential Information of the Disclosing Party or any portion thereof without the prior written consent of Disclosing Party except for the purpose of exercising its rights or performing its obligations under this Agreement. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, consultants, and agents who are bound by obligations of confidentiality no less protective than those set forth in this Agreement and Receiving Party shall be responsible for any unauthorized disclosure of any Confidential Information by such persons as if Receiving Party had made such unauthorized disclosure itself. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by law so long as the Receiving Party gives the Disclosing Party prompt written notice prior to the disclosure and reasonable assistance in limiting disclosure or obtaining a protective order. Crisis24 may also disclose this Agreement to actual and potential investors and funding sources who agree to hold it in confidence. The Receiving Party agrees to take steps designed to protect the Disclosing Party's Confidential Information that are substantially similar to those it takes to protect its own proprietary information (but not less than reasonable care) from unauthorized disclosure. Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information. Upon any termination or expiration of this Agreement, and after a minimum ninety (90) day holding period, the Receiving Party will destroy or permanently obfuscate all of the Disclosing Party's Confidential Information in its possession. This Section 5.1 and the obligations set forth hereunder shall survive termination of all Subscription Services subject to this Agreement.

5.2. Data Privacy. Each party shall comply with Applicable Law with respect to data privacy and data protection ("Applicable Data Privacy Law"). Subscriber (i) may only upload, transmit, or store Standard Personal Information through the Subscription Service; (ii) shall not upload, transmit or store any Sensitive Data through the Subscription Services; and (iii) shall not, without Crisis24's prior written consent, upload, transmit or store any information that may be deemed personal data or personal information of any individual person by Applicable Law (including but not limited to the California Consumer Privacy Act, Gramm-Leach-Bliley Act, Health Insurance Portability and Accountability Act of 1996, and Family Educational Rights and Privacy Act) through the Subscription Services other than Standard Personal information that is expressly requested in a data field specified by the Subscription Services. Either party shall notify the other party within 72 hours in relation to the receipt of any complaint, notice, or communication received from any regulatory authority or individual which relates directly or indirectly to the processing of the Standard Personal Information or to either party's compliance with Applicable Data Privacy Law. Depending on the location of the Subscriber and its Users, the following provisions may also apply:



(a) *California*. This clause shall apply if Subscriber has Users located in California. For purposes of the California Consumer Privacy Act ("CCPA"), Subscriber acknowledges and agrees that Crisis24 is a "service provider" as defined in the CCPA and its regulations and is receiving the Standard Personal Information for a business purpose. As a service provider, Crisis24 may use the Standard Personal Information provided by the Subscriber (i) to process or maintain Subscriber personal information received through the Subscription Services in compliance with this Agreement; (ii) for internal use by Crisis24 to build or improve the quality of the Subscription Services, provided that Crisis24's use of the Standard Personal Information does not include building or modifying household or consumer profiles to use in providing services to another business, or correcting or augmenting data acquired from another source; or (iii) to detect data security incidents, or protect against fraudulent or illegal activity. If any consumer (as defined under the CCPA) sends a request to exercise rights under the CCPA to Crisis24, Crisis24 shall refer the consumer to the Subscriber and inform the consumer that the request cannot be acted upon because the request has been sent to a service provider.

(b) *EEA, Switzerland and the United Kingdom*. This clause shall apply if Subscriber has Users located in any of the European Economic Area, Switzerland and the United Kingdom. For purposes of the General Data Protection Regulation ("GDPR"), Subscriber acknowledges and agrees that Crisis24 is a "data processor" as defined under the GDPR. If Subscriber transmits or stores any Standard Personal Information that originates from within the EEA, Switzerland or the United Kingdom to or through the Subscription Services, the terms of a Data Processing Addendum shall apply and be incorporated into this Agreement upon the Effective Date.

6. REPRESENTATIONS AND DISCLAIMER

6.1. Mutual Representations. Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and the applicable SOW or statement of work, and (ii) when executed and delivered by such party, this Agreement, the applicable SOW or statement of work will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2. Subscription Services Warranty. Crisis24 represents and warrants that the Subscription Services shall materially perform in accordance with the applicable Documentation. For any material breach of a warranty, Subscriber's exclusive remedy shall be as provided by Section 9.2 (Termination for Material Breach).

6.3. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 6, CRISIS24 MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER INCLUDING THAT THE SERVICES OR THE DOCUMENTATION ARE ERROR-FREE OR THAT OPERATION OR USE OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. CRISIS24 EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. THE SUBSCRIPTION SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CRISIS24 IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS AND SHALL NOT HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SUBSCRIPTION SERVICES TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF CRISIS24 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7. INDEMNIFICATION

7.1. Indemnification by Crisis24.

(a) Crisis24 shall, at its expense, defend Subscriber and its Affiliates from or settle any claim, proceeding, or suit brought by a third party ("Claim") against Subscriber (i) to the extent (a) that the Services infringe or misappropriate any intellectual property right of such third party or (b) arising out of Crisis24's gross negligence or willful misconduct or (c) arising out of Crisis24's breach of its obligations with respect to Confidential Information under Section 5.1 (Confidential Information), and (ii) will indemnify Subscriber from all damages, costs, and attorneys' fees finally awarded and unappealable against Subscriber or its Affiliates as a result of such Claim.

(b) Crisis24 shall have no obligation under this Section 7.1 for any Claim to the extent arising out of or is based upon: (i) Subscriber's use of the Services not in compliance with this Agreement or the Documentation; (ii) Subscriber's combination of the Services with software, hardware, system, data, or other materials not supplied or authorized by Crisis24 (unless expressly permitted by the Documentation) without Crisis24's prior written authorization; (iii) the Content or Standard Personal Information; or (iv) any claims otherwise precluded under Section 6.3 (Disclaimer).

(c) In the event an infringement or misappropriation Claim involving the Services is brought or threatened, or is likely to be brought or threatened in Crisis24's reasonable opinion, Crisis24 may, at its sole option and expense: (x) procure for Subscriber the right to continue to use the Services, (y) modify the Services in a manner that does not materially degrade the Service's functionality, or (z) terminate the affected Services and, with respect to termination of the



Subscription Services, refund the unearned portion of the Fees payable for the affected Subscription Services based on the days left in the Term, less any Fees for usage accrued prior to the date of termination. Notwithstanding anything else herein, the foregoing indemnification obligations are Crisis24's only obligations and liability, and Subscriber's exclusive remedy, in respect of any infringement or misappropriation Claim.

7.2. Subscriber Indemnification. To the extent permitted by Applicable Law, Subscriber shall, at its expense, (i) defend Crisis24 from or settle any Claim against Crisis24, its Affiliates, licensors and suppliers arising out of: (a) Subscriber's breach of Sections 2.2 or 2.3 or 5.2, (b) third party claims that Subscriber's Content infringes on any third party's intellectual property rights; or (c) Subscriber's gross negligence or willful misconduct and (ii) indemnify Crisis24 from all damages, costs, and attorneys' fees finally awarded and unappealable against Crisis24 as a result of such Claim. Subscriber will indemnify Crisis24 from all damages, costs, and attorneys' fees finally awarded and unappealable against Crisis24 or its Affiliates as a result of any such claim.

7.3. Indemnification Procedures. Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any Claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent (which consent shall not be unreasonably withheld or delayed).

8. LIMITATION OF LIABILITY

8.1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY OTHER PERSON FOR (I) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, UNDER ANY THEORY OF LIABILITY) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICES OR THE AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) DIRECT DAMAGES IN EXCESS OF THE FEES ACTUALLY PAID OR PAYABLE BY SUBSCRIBER UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM RESULTING IN SUCH DAMAGES AROSE. THE FOREGOING LIMITATIONS AND EXCLUSIONS DO NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, OR SUBSCRIBER'S FAILURE TO REMIT ALL FEES PROPERLY DUE AND OWING UNDER THE AGREEMENT; PROVIDED, HOWEVER, CRISIS24'S MAXIMUM LIABILITY FOR ANY CLAIMS RESULTING FROM WRONGFUL DISCLOSURE OF CONFIDENTIAL INFORMATION WILL NOT EXCEED THREE TIMES (3X) THE FEES ACTUALLY PAID OR PAYABLE BY SUBSCRIBER UNDER THE AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE.

9. TERM AND TERMINATION

9.1. Term. This Agreement shall come into effect as of the Effective Date and remain in effect until terminated as set forth herein. The provision of the Subscription Services shall commence on the effective date specified on the SOW, and shall continue for the duration of the Initial Term specified therein, unless earlier terminated in accordance with this Agreement. Upon completion of the Initial Term, the term for all Subscription Services shall automatically renew for successive one (1) year renewal terms (each, a "Renewal Term") unless a different renewal period is specified on the SOW. Each party must provide at least sixty (60) days' written notice if they intend for the Subscription Services to expire at the end of the Initial Term or the then-current Renewal Term.

9.2. Termination for Material Breach. If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

9.3. Suspension. Crisis24 may suspend Subscriber's access to and use of the Subscription Services: (i) effective immediately upon notice if Subscriber is in breach of Section 2.2 (Use Restrictions) or Section 2.3 (Acceptable Use Policy) or if Crisis24 reasonably determines that any Users' use of the Subscription Services is causing immediate and ongoing harm to Crisis24 or others; or (ii) if payment of any portion of the Fees is not received by Crisis24 within fifteen (15) days after Crisis24 notifies Subscriber that payment is past due. Crisis24 shall promptly notify Subscriber of any suspension and the parties shall diligently attempt to resolve the issue. Any such suspension shall not modify or lengthen the Term hereof or of any then current SOW, nor shall any rights or obligations hereunder be waived during the suspension period.

9.4. Effects of Termination. Upon termination or expiration of the applicable SOW (i) Subscriber's access to and use of the Subscription Services shall cease; (ii) Crisis24 shall, upon written request of Subscriber, erase Subscriber



data from the production servers controlled by Crisis24, except that: (a) any data stored on Crisis24's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from deletion from production, and Crisis24 agrees that it (1) shall discontinue processing such data; and (2) shall maintain the confidentiality of such data in accordance with this Agreement; and (b) Crisis24 may retain report data (e.g., date/time of Alert and number of Alerts sent) necessary to support its billing and accounting records; (iii) Subscriber will immediately pay to Crisis24 all Fees due and payable for Services delivered prior to the date of termination; and (iv) Subscriber shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and, upon Crisis24's request, provide written notice that Subscriber has fully complied with this clause. Upon termination of any applicable SOW and/or this Agreement for Subscriber's breach: (A) Subscriber will immediately pay to Crisis24 all unpaid Fees that would become due under the then-current term if such termination did not occur; and (B) Crisis24 shall retain any Fees paid to date. Upon termination of this Agreement for Crisis24's breach, Crisis24 will refund an amount equal to the unearned portion of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

10. GENERAL

10.1. Changes to the Service. Crisis24 may modify the Subscription Services from time to time by removing unused features or substituting outdated features with new features that have similar or improved functionality by implementing system upgrades, migrations and/or platform changes or otherwise so long as such changes are not intended to and do not materially adversely affect Subscriber's use of the Subscription Services. Subscriber's purchase of any Services is not contingent upon, and Subscriber has not relied upon, the delivery of any future functionality, regardless of any written or verbal communication about Crisis24's possible future plans.

10.2. Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror, epidemics, pandemics (other than COVID-19), and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.3. Non-Solicitation. Each party acknowledges that the employees of the other party are a valuable asset of that party and have acquired confidential and proprietary information belonging to that party. Each party further acknowledges that hiring a current or former employee of that party to work as an employee of the other party will cause damage to the other party. Each party agrees that, for a period of one (1) year after the termination of the Agreement, it will not solicit any current or former employee of the other party in any capacity.

10.4. Dispute Resolution. Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy arising out of or related to the performance of this Agreement or any SOW ("Dispute") to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including, attorneys' and experts' fees and costs. Subscriber shall be responsible for any collection fees incurred by Crisis24 in collecting amounts due.

10.5. Publicity. Crisis24 may reference Subscriber's name as an Crisis24 Subscriber online and in Crisis24 marketing materials.

10.6. Survival of Terms. If this Agreement is terminated for any reason, remedies for breach, rights to accrued payments and Sections 1 (Certain Definitions), 2.6 (Feedback), 3.3 (Security and Data Integrity), 3.5 (Retained Rights); 4.1 (Payment Terms), 4.2 (Overdue Charges), 4.3 (Taxes), 5 (Confidentiality and Data Privacy), 7 (Indemnification), 8 (Limitation of Liability), 9.4 (Effects of Termination), and 10 (General) shall survive termination.

10.7. Independent Contractor. In making and performing under this Agreement, the parties are acting and shall act as independent contractors and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.8. Severability. If any provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.9. Waiver. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.10. Notice. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing delivered via email with delivery receipt requested or via certified or registered mail, or overnight courier with



delivery tracking, to the appropriate party at the address set forth on SOW and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 10.10. Notices are deemed given on the date an email is sent, two (2) business days following the date of mailing with the appropriate postage affixed or one business day following delivery to a courier.

10.11. Export Compliance. The Subscription Services and other Crisis24 technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Subscriber represents that it is not named on any U.S. government denied-party list. Subscriber will not permit any User to access or use the Subscription Services in a U.S.-embargoed country (including, but not limited to: the Crimea region of Russia, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation and will not permit any U.S.-sanctioned persons or entities to act as Users, and Subscriber shall indemnify Crisis24 in respect of any breach of this section.

10.12. U.S. Government End Users. As defined in Federal Acquisition Regulation ("FAR") section 2.101, Defense Federal Acquisition Regulations Supplement ("DFARS") section 252.227-7014(a)(1) and DFARS section 252.227-7014(a)(5) or otherwise, all software and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFARS section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the FAR and its successors, or if purchased by any agency in the Department of Defense, as specified in 48 C.F.R. 227.7202-3 of the DFARS and its successors. If applicable, Subscriber will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.13. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

10.14. Entire Agreement. The Agreement, together with any Schedules and Exhibits attached hereto and any related SOW or statement of work, constitutes the entire agreement and understanding between Subscriber and Crisis24 with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in Subscriber-provided purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Subscriber's purchase orders or invoices will be of no force or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

CRISIS24, INC.

Cortland, Town of, IL

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



Schedule 1 Product-Specific Terms

The following are additional product specific terms ("Product Specific Terms") that are applicable to certain Crisis24 Services that may be purchased under these Terms and Conditions. The Product Specific Terms only apply if Subscriber executes an SOW which includes any of the products identified below. In the event of conflict between a Product Specific Term and any term in the Terms and Conditions, the applicable Product Specific Term controls. In the event of conflict between a Product Specific Term and any term in the applicable SOW, the term set forth in the applicable SOW controls.

A. Critical Communications.

Subscriber's right to access and use the Critical Communications services listed on the applicable SOW (the "Critical Communications Services") is subject to the following additional terms:

1. Message Surcharges. Crisis24 will not be liable to Subscriber, to any Contact or to any other person for any charges or fees that arise from the sending, receiving or replying to an Alert using the Critical Communications Services, including as a result of increases in pass-through charges by Users' telecommunications providers.
2. Contacts. Each Contact is to be assigned to a designated, named individual and cannot be shared by more than one individual. At any time during the Term that Subscriber exceeds the number of Contacts set out in the applicable SOW, Subscriber shall promptly inform Crisis24 of such excess and shall be obligated to pay the additional Fees related to such excess Contacts. If a named individual Contact no longer requires access to the Subscription Services, Subscriber may reassign such Contact to a new individual without increasing the total number of Contacts; provided, however, that the total number of Contacts reassigned may not exceed 15% per year. At any time during the Term and for a period of ninety (90) days thereafter, Crisis24 may inspect the number of Subscriber's Contacts to ensure compliance with the total number of Contacts permitted in the SOW. Crisis24 shall invoice Subscriber for excess Contacts pro rata for the remainder of the relevant Term.
3. API Restrictions. If Subscriber is provided with access to an Crisis24 application program interface ("API") as a part of the Critical Communications Services, Subscriber may not use such API to send or otherwise trigger Alerts to Contacts not stored within the Subscription Services unless such use is specifically permitted on the applicable SOW.
4. Transaction Fees. Transaction Fees will be billed at the rates specified on the applicable SOW based on the below metrics. International Transaction Fees are subject to change with thirty (30) days' notice to Subscriber.
 - (a) Voice (outbound/inbound) Alerts. Voice Alerts are rounded up to the nearest minute and are based on the country of the Contact phone number. Call Bridging and, if applicable Conference Calling, are per minute, per connection based on each of the outbound call connections.
 - (b) SMS Alerts. SMS Alerts are sent per segment based on the country of the Contact phone number. Each SMS segment is comprised of approximately (i) 160 characters for GSM-7 encoded messages and (ii) 70 characters for UCS-2/non-GSM-7 encoded; messages exceeding such character limits will be segmented into (x) 153-character segments for GSM-7 encoded messages and (y) 67-character segments for UCS-2/non-GSM-7 encoded messages. These segmenting requirements may vary by telecommunication carrier and country. Lengthy, multi-segment Alerts may be restricted by telecommunications carriers. Multi-segment SMS Alerts will incur multiple charges, one charge per segment and any responses via SMS will also incur charges, one charge per response.
 - (c) Facsimile (Fax). Faxes are per page based on the country of the Contact fax number.

B. Risk Intelligence

Subscriber's right to access and use the 'Risk Intelligence' Subscription Services identified on the SOW (the "Risk Intelligence Services") is subject to the following additional terms:

1. For purposes of the Risk Intelligence Services, "Asset" means a person, fixed location or property identified by Subscriber to be monitored by the Risk Intelligence Services by inputting the coordinates of the fixed location, or by monitoring the geolocation of the person or property with the enabled Crisis24 mobile application or another geo-tracking system.