

## Standard Terms and Conditions

These Standard Terms and Conditions (the “**Standard Terms**”) govern the rights and obligations of Customer and 34ED, LLC, a Delaware limited liability company doing business as CENTEGIX (“**CENTEGIX**”) with respect to the CENTEGIX Safety Platform™ or CrisisAlert™ Platform and any other products and services acquired from CENTEGIX as set forth on the applicable Order (collectively, the “**Service**”). Capitalized terms used and not otherwise defined in these Standard Terms have the meanings assigned in Section 12 below.

### 1. Subscription Terms.

**1.1** CENTEGIX will provide the Service for the term specified in the Order Acknowledgement (the “**Initial Term**”). Customer has the right to access and use the Service during the Term pursuant to these Standard Terms. The fee for the Service (the “**Service Fee**”) is specified in the applicable Order Acknowledgement.

**1.2** Customer is not acquiring any right or interest in the Service or any of the tangible components delivered to Customer as part of and solely for use with the Service and listed on the applicable Order Acknowledgement (the “**Equipment**”) other than the right to access and use the Service and the Equipment during the Term subject to these Standard Terms. CENTEGIX reserves all rights not expressly granted to Customer in these Standard Terms and retains all right, title and interest (including all intellectual property rights) in and to the Service and the Equipment (other than the Accessories) under all applicable laws of the United States and any other applicable state, federal, or foreign law. For purposes of these Standard Terms, all references to the Service include the Equipment unless otherwise expressly stated in these Standard Terms.

**1.3** Except as expressly permitted by these Standard Terms, Customer will not: (A) sublicense, transfer, or otherwise assign its rights, in whole or in part, in or to the Service to any third-party nor allow any third-party to access or use the Service; (B) modify, create derivative works of, translate, reverse engineer, de-compile, or disassemble the Service to develop any other device or program or for any other reason; or (C) copy the software portions of the Service, in whole or in part, without the prior written consent of CENTEGIX. Customer must retain all logos, legends, and notices relating to CENTEGIX ownership of the Service and the Equipment and the intellectual property rights of CENTEGIX therein.

**1.4** CENTEGIX warrants that the Service will conform to the description of the Service in the Documentation. Except as a provided in the preceding sentence, **CENTEGIX EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE SERVICE AND THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.**

Notwithstanding anything in this Agreement to the contrary, Article II, Section 29 of the Tennessee prohibits cities from lending their credit to private entities and, therefore, prohibits an agreement by City to indemnify a third party or agree to a limitation of liability provision. Any indemnity or hold harmless provision contained in the Agreement [including, but not limited to, all attachments, exhibits, Terms of Service and Conditions, *etc.*] requiring City to indemnify or hold harmless Vendor or any other person or entity and any limitation of liability [in favor of Vendor] is enforceable only to the extent permitted by Tennessee law, provided City’s monetary limits of liability under any such provision is limited to the monetary limits of liability as provided for in the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 *et seq.* No provision of the Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act. Because Tennessee law may not allow City to agree to the disclaimer of warranties any such disclaimer of warranties shall be enforceable only to the extent permitted by Tennessee law. City reserves all rights afforded to local governments under law for all general and implied warranties.

### 2. Provisions Specific to the Equipment.

**2.1** Customer acknowledges that CENTEGIX owns the Equipment, and that the Equipment is specially programmed for Customer and the Site at which the Equipment is initially installed.

**2.2** Customer acknowledges title to and risk of loss with respect to the Accessories passes to Customer on delivery to Customer. The Accessories are provided ‘as-is’ and Customer is responsible for all replacement and maintenance of the Accessories at all times.

**2.3** In connection with the use of the Equipment, from time-to-time CENTEGIX will require Customer to take certain actions (e.g., reboot a component) for purposes of the continued operation of the Service and Customer will promptly comply with such directions. CENTEGIX is responsible for the continued operation of the Equipment except to the extent the Equipment is damaged as a result of the acts or omissions of Customer or its employees or agents.

**2.4** Upon the expiration of the Term or other earlier termination of the Service, (A) the Equipment will be inoperable; and (B) Customer must decommission the Equipment and return the Equipment to CENTEGIX or an authorized recycler. Customer must return all Equipment in the same condition as when such Equipment was provided to Customer, normal wear and tear excepted. Customer shall delete the Software from all Electronic Devices and media on which the Software is then resident. Within thirty (30) days following termination of the applicable Order Acknowledgement, Customer

shall certify to CENTEGIX in writing that it has complied with the preceding sentence. CENTEGIX will assist Customer in the decommissioning of the Equipment upon mutually agreed terms. In no event shall Customer resell or transfer the Equipment to a third party.

### **3. Installation, Implementation, and Other Professional Services.**

**3.1 Generally.** If specified on the applicable Order Acknowledgement, CENTEGIX will perform installation

services and implementation services at each Site, for the fees stated in the applicable Order Acknowledgement (the “**Installation Fee**” and the “**Implementation Fee**” and a shipping fee, respectively). CENTEGIX warrants that such Installation, Implementation, and other professional services (collectively, the “**Professional Services**”) shall be performed in a workmanlike, professional manner by qualified personnel.

**3.2 Customer Point of Contact.** Customer shall designate one or two individuals as the representatives of Customer (the “**Customer Representatives**”), whose names are set forth on each Order, and who shall be authorized to make decisions, approve plans, grant requests on behalf of Customer, and receive notices from CENTEGIX. Customer hereby authorizes CENTEGIX to rely on all communications from and decisions of the Customer Representatives.

**3.3 Configuration Information.** The Customer Representatives shall promptly complete the required information (the “Install Sheets”) for each Site, assist CENTEGIX in scheduling Installation at each Site, and perform the other obligations of Customer as outlined in the Order Acknowledgement. Customer acknowledges and agrees that the schedule for Installation and Implementation as mutually agreed by the Customer Representatives and CENTEGIX is dependent upon the prompt and accurate completion of Install Sheets and the other obligations of Customer as outlined in the Order Acknowledgement. Customer is responsible for any out-of-pocket costs incurred by CENTEGIX as a result of delays in the timely and accurate performance of Customer Responsibilities outlined in the Order Acknowledgement and these Standard Terms.

#### **4. Customer Data.**

**4.1** Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use the data, information, and/or material that Customer submits to the Service in the course of using the Service (“**Customer Data**”).

**4.2** Customer hereby grants CENTEGIX an irrevocable, perpetual, worldwide license to: (A) use Customer Data to provide the Service during the Term, and (B) process Customer Data to create a deidentified subset of Customer Data (the “**CENTEGIX Compiled Data**”). Customer acknowledges and agrees that: (x) CENTEGIX owns the CENTEGIX Compiled Data and all intellectual property rights in and to the CENTEGIX Compiled Data, and (y) that CENTEGIX is free to use CENTEGIX Compiled data for any lawful purpose including without limitation creation of statistical analysis, trend analysis, creation of data models, and creation of statistical rules, for resale. CENTEGIX does not own or have any right to use the Customer Data except as described in these Standard Terms.

**4.3** CENTEGIX shall use commercially reasonable precautions to preserve the security and integrity and prevent any corruption, loss, damage, or destruction of the Customer Data. Customer is responsible for maintaining current backups of all Customer Data and securing Customer Data stored and processed at the Sites.

#### **5. FEES AND PAYMENT**

**5.1 Invoicing.** The applicable fees will be invoiced in accordance with the terms set forth in the applicable Order Acknowledgement. For any Renewal Term, the Service Fee will be invoiced on each anniversary of the Anniversary Date. In the event of pre-payment, invoicing will be adjusted to reflect prepayments of the Service Fee.

**5.2 Payment Terms.** Unless otherwise provided in the applicable Order Acknowledgement, all amounts are billed in US Dollars. Invoices are payable in full without deduction or setoff, in US Dollars on net 30 day terms or such later date as may be specified in the Order Acknowledgement (the “**Due Date**”). Interest shall accrue from the Due Date on all undisputed amounts unpaid more than 30 days after the Due Date at the rate of one percent (1%) per month. Customer may withhold payment of amounts disputed in good faith so long as Customer notifies CENTEGIX of all disputed amounts included in any invoice prior to the applicable Due Date, identifying in reasonable detail the nature and amount of any such dispute. The parties will use commercially reasonable efforts to promptly resolve any such disputes.

**5.3 Taxes.** If applicable, Customer is responsible for, and must pay, any and all federal, state, or local taxes (other than taxes based on CENTEGIX’s income), including sales and/or use taxes imposed in connection with the use of the Service and the Professional Services. CENTEGIX will not invoice Customer, and Customer will not pay, for sales, use, or excise taxes if Customer provides CENTEGIX with certificates or other evidence supporting the applicable tax exemptions. Customer will promptly reimburse CENTEGIX for the amount of any taxes that CENTEGIX is required to pay as a result of Customer’s failure to pay such amount.

**5.4 Prevailing Wages.** For any work performed under this contract that is subject to prevailing wage laws, the contractor shall pay its employees the prevailing wage rates as determined by the applicable laws and regulations. The cost of the prevailing wage, including any additional benefits and contributions required by law, shall be passed through to the customer and included in the contract price.

- (i) Both parties acknowledge and agree that compliance with prevailing wage laws is a shared responsibility and shall be carried out in accordance with the applicable laws, regulations, and guidelines. The contractor shall maintain accurate records of wages paid and provide necessary documentation to demonstrate compliance with prevailing wage requirements. In the event of any changes or updates to the prevailing wage rates during the term of this contract, the contractor and the customer shall mutually agree on any necessary adjustments to the contract price to reflect the updated prevailing wage rates.

**5.5 Performance Bond (or any other bond thereof).** In the event that a performance bond is required for this contract, the cost of the performance bond shall be passed through to the customer and included in the contract price. The contractor shall provide the necessary documentation and proof of the performance bond to the customer upon request.

- (i) Any costs associated with obtaining the performance bond, including premiums or fees, shall be the responsibility of the customer. The contractor shall provide a detailed breakdown of the performance bond costs upon request.

## 6. INDEMNIFICATION

**6.1 By Centegix.** CENTEGIX shall indemnify, defend, and hold harmless Customer and its officers, directors, employees and agents (collectively, the “**Customer Indemnitees**”) against any losses, liabilities, damages, and expenses, including reasonable attorneys’ fees (collectively, “**Losses**”) arising out of or related to any third party claim that is based upon or alleges that the use of the Service as permitted under these Standard Terms infringes any patent, or a copyright, tradeseecret, trademark or other proprietary right of a third party (an “**IP Claim**”).CENTI

**6.2 By Customer.** If and to the extent permitted by applicable Tennessee law, Customer shall indemnify, defend, and hold harmless CENTEGIX and its Affiliates, and its and their respective directors, managers, officers, employees, members, and shareholders (collectively, the “**CENTEGIX Indemnitees**”) from and against all Losses arising out of or related to any third party claim that is based upon or alleges personal injury or property damage in any way related to Customer’s use of, or the failure of, the Service (a “**Customer Indemnifiable Claim**”).

**6.3 Indemnification Definitions.** “**Claim**” means, as applicable, any IP Claim and any Customer Indemnifiable Claim. “**Indemnitor**” means a party that is required to provide indemnification pursuant to these Standard Terms. “**Indemnitee**” means a party seeking indemnification pursuant to these Standard Terms and includes Customer Indemnitees and CENTEGIX Indemnitees.

**6.4 Procedures for Claims.** Indemnitee agrees to give Indemnitor prompt written notice of any Claim for which Indemnitee seeks indemnification, *provided however*, any failure by Indemnitee to timely provide such notice will not relieve Indemnitor of its indemnification obligations except to the extent Indemnitor can demonstrate actual prejudice as a result of such failure. Within thirty (30) days after receiving Indemnitee’s notice of a Claim, but no later than ten (10) days before the date on which any formal response to the Claim is due, Indemnitor will notify Indemnitee in writing acknowledging its indemnification obligation and assuming control of the defense and settlement of the Claim (a “**Notice of Election**”). If Indemnitor delivers a timely Notice of Election to Indemnitee, Indemnitor shall have sole control over the defense and settlement of the Claim. Indemnitee shall cooperate with Indemnitor in the defense of the Claim. Indemnitee will have the right to participate with Indemnitor in the defense or appeal of any Claim, at Indemnitee’s option and at Indemnitee’s own expense (such expense not being indemnified by Indemnitor), but Indemnitor will have sole control and authority with respect to any such defense, compromise, settlement, appeal, or similar action, provided that Indemnitor obtains Indemnitee’s prior written consent to any settlement that requires Indemnitee to make any admission of fault or pay any amounts in connection with such settlement. If Indemnitor does not deliver a timely Notice of Election or does not conduct the defense of a Claim after delivering a timely Notice of Election, Indemnitee may defend and/or settle the Claim in such manner as it may deem appropriate, at the cost and expense of Indemnitor, including payment of any settlement, judgment or award and the costs of defending or settling the Claim. Indemnitor will promptly reimburse the Indemnitee upon demand for all Losses suffered or incurred as a result of or in connection with the applicable Claim.

**6.5 IP Claims.** In the event of an IP Claim, in addition to its obligations as the Indemnitor, CENTEGIX may, at CENTEGIX’s option, (i) modify or replace the Service so that it performs comparable functions without infringement; *or* (ii) obtain a royalty-free license for Customer to use the Service. If neither alternative (i) or (ii) is available to CENTEGIX on commercially reasonable terms, CENTEGIX may terminate all Orders upon a refund to Customer of an amount equal to the Service Fee paid for the unexpired portion of the then current Term. THIS SECTION 6.5 STATES CENTEGIX’S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER’S EXCLUSIVE REMEDY FOR ANY IP CLAIM.

## 7. INSURANCE

CENTEGIX will maintain in full force and effect: (a) Commercial general liability insurance, with coverage limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million dollars (\$2,000,000) general aggregate for bodily injury and property damage; (b) Errors and Omissions liability insurance with limits of at least One Million Dollars (\$1,000,000) per claim; and (c) workers' compensation and Employer's liability coverage as required under applicable state law.

## 8. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF USE, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, IN ANY WAY RELATED TO THESE STANDARD TERMS, THE PERFORMANCE OF ANY SERVICES PURSUANT TO THESE STANDARD TERMS, OR USE OF THE EQUIPMENT, WHETHER IN AN ACTION IN CONTRACT, BREACH OF WARRANTY OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.

**8.1** CENTEGIX SHALL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS, SUITS, LIABILITIES, DAMAGES OR LOSSES RELATED TO OR ASSOCIATED WITH THE PERSONAL INJURY, DEATH, OR REAL OR PERSONAL PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY EMERGENCY SITUATION OR ANY OTHER USE OF THE SERVICE WHETHER IN TORT, CONTRACT, ARISING FROM A COURSE OF CONDUCT, USAGE IN TRADE OR OTHERWISE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FEES CHARGED FOR THE SERVICE ARE ESTABLISHED AS A RESULT OF THE ALLOCATIONS OF RISK AND RESPONSIBILITY DESCRIBED IN THIS SECTION (LIMITATION OF LIABILITY) AND THAT CENTEGIX WOULD NOT HAVE PROVIDED THE SERVICE WITHOUT CUSTOMER'S AGREEMENT TO THE ALLOCATION OF RISK AND RESPONSIBILITY SET FORTH IN THIS SECTION (LIMITATION OF LIABILITY).

**8.2** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CENTEGIX FOR ANY CLAIM, LOSS, OR DAMAGE IN CONNECTION WITH THESE STANDARD TERMS OR CUSTOMER'S USE OF THE SERVICE EXCEED THE AMOUNT PAID TO CENTEGIX PURSUANT TO AN ORDER ACKNOWLEDGEMENT FOR THE PARTICULAR SERVICE WHICH GAVE RISE TO THE CLAIM DURING THE SIX MONTH PERIOD ENDED ON THE DATE THE CLAIM AROSE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE OBLIGATIONS OF CENTEGIX IN SECTION 6.1 (INDEMNIFICATION).

**8.3** THE LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THESE STANDARD TERMS AND CONDITIONS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

Notwithstanding anything in this Agreement to the contrary, any limitation of liability provision is enforceable only to the extent permitted by Tennessee law. No provision of the Agreement shall act or be deemed a waiver by City of any immunity, including its rights or privileges or of any provision of the Tennessee Governmental Tort Liability Act, T.C.A. section 29-20-101 et seq.

## 9. Confidentiality

**9.1 Confidential Information.** Except as may be provided by state or federal law, including open records requests made pursuant to the open records law of the jurisdiction of Customer, and requests made pursuant to the Freedom of Information Act (FOIA) (U.S.C. §522 *et seq.*), each recipient of Confidential Information (the "**Recipient**") agrees that it will not disclose, provide, or otherwise make available any Confidential Information of the other party (the "**Disclosing Party**") during the Term and for a period of 7 years thereafter, and in the case of Confidential Information that constitutes a trade secret under applicable law, for as long as such Confidential Information remains a trade secret. Each Recipient agrees that it will obtain a written confidentiality agreement from each third party (consultant or any other person) not governed by these Standard Terms who is provided access to the Confidential Information of the Disclosing Party. In addition, each Recipient agrees that it will *not*:

(i) use the Disclosing Party's Confidential Information for any purpose beyond the scope of these Standard Terms;

(ii) Copy any part of the Disclosing Party's Confidential Information or disclose any part of the Disclosing Party's Confidential Information to any person other than Recipient's employees or consultants who need the Disclosing Party's Confidential Information to perform their duties;

(iii) Authorize or permit any such employee or consultant to use or disclose any part of the Disclosing Party's Confidential Information in violation of these Standard Terms;

(iv) Reverse engineer, de-compile, or disassemble any of the Disclosing Party's Confidential

Notwithstanding anything the Agreement is a public record, and it, along with all documents or materials, in any format, including, but not limited to, paper, electronic, or virtual, that are public records pursuant to the Tennessee Open Records Act, set out in Tenn. Code Ann. §10-7-503 *et seq.*, are not confidential and are subject to disclosure in whole or in part, without regard to any provision contained in the Agreement declaring information confidential. Additionally, City must, upon proper request, release public documents and records as defined by Tenn. Code Ann. §10-7-503 *et seq.*, including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without any requirement to disclose such request to Vendor or provide Vendor with notice or the time to obtain a protective order. City does not have the burden of establishing that information is not confidential information or that its release is authorized to release the records. This Section 6 serves to meet such burden and authorization of disclosure.

de-compiling, or disassembling the Software; or

(v) Produce any product nor offer any service of any nature whatsoever based in whole or in part on the Disclosing Party's Confidential Information nor cause or assist any other Person in doing so.

**9.2 Exclusions.** The Recipient's obligations under these Standard Terms will not apply to any portion of the Disclosing Party's Confidential Information that:

- (i) At the time of disclosure to Recipient, was in the public domain or subsequently becomes a part of the public domain through no breach of these Standard Terms
- (ii)
- (iii) Recipient had in its possession at the time of disclosure by the Disclosing Party, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from the Disclosing Party or with knowledge of confidentiality restrictions;
- (iv) Recipient subsequently acquires by lawful means from a third-party who is under no obligation of confidentiality or non-use owed to Disclosing Party;
- (v) Recipient subsequently independently develops without any use of or reference to the Disclosing Party's Confidential Information; or
- (vi) Becomes a part of CENTEGIX Compiled Data.

**9.3 Disclosure Pursuant to Legal Process.** If Recipient is legally compelled (including pursuant to open records requests and FOIA requests) to disclose any portion of the Disclosing Party's Confidential Information, Subject to the time constraints of open records requests and FOIA requests, Recipient will give Disclosing Party prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Disclosing Party's Confidential Information that must be disclosed. Recipient will disclose only that portion of the Disclosing Party's Confidential Information that is legally required to be disclosed.

**9.4 Enforcement.** Recipient acknowledges that Disclosing Party may have no adequate remedy at law should Recipient breach its obligations under this Section 7 and agrees that Disclosing Party will be entitled to enforce its rights under this Section 8 by seeking appropriate equitable relief including a temporary restraining order and an injunction. No delay or failure by Disclosing Party in exercising any right under these Standard Terms will be construed to be a waiver of that right or of the right to assert a claim with respect to any future breach of these Standard Terms.

**9.5 Return or Destruction of Confidential Information.** Upon request by the Disclosing Party, the Recipient will destroy the Disclosing Party's Confidential Information, including all copies of the Disclosing Party's Confidential Information, and all abstracts, summaries or documents produced using the Disclosing Party's Confidential Information and, upon request, will certify to the Disclosing Party in writing that all copies, abstracts, summaries, and documents have been destroyed. Notwithstanding any provision of these Standard Terms to the contrary, no provision of these Standard Terms shall require the destruction of (i) Confidential Information required to be retained by the Recipient's document retention policy and (ii) copies of any computer records or files containing Confidential Information that have been created pursuant to automatic archiving and back-up procedures which cannot reasonably be deleted.

## 10. TERM; TERMINATION

**10.1 Term.** Customer may use the Service during the Initial Term. Customer may renew the right to use the Service by paying a renewal invoice or by submitting an Order for a renewal term (each, a "**Renewal Term**," and, with the Initial Term, the "**Term**"). Customer acknowledges that failure to renew the applicable Term will terminate Customer's access to and use of the Service.

**10.2 Termination.** Each of CENTEGIX and Customer has the right to terminate these Standard Terms, the affected Order Acknowledgement(s) and the Service if the other party breaches or is in default of any material obligation under these Standard Terms, when such a breach or default (i) is incapable of cure; or (ii), being capable of cure, has not been cured within thirty (30) days after receipt from the other party of written notice of the breach or default.

**10.3 Effect of Termination.** Within thirty (30) days of the termination of an Order Acknowledgement for any reason, the affected Sites will be decommissioned and CENTEGIX will cease provision of the Service. Upon termination, Customer will use reasonable efforts to notify all users of the Service that the Service have been terminated. Except as expressly set forth in these Standard Terms, amounts paid to CENTEGIX for Equipment, Service, and Professional Services are non-refundable.

**10.4 Auto-Renewal.** This agreement shall automatically renew for successive renewal terms of one – year unless either party provides written notice of termination to the other party at least 30 (thirty) days prior to the expiration of the then-current term. The terms and conditions of this agreement shall remain in full force and effect during each renewal term.

- (i) In the event that either party wishes to terminate this agreement, written notice must be provided to the other party within the specified time frame. Failure to provide such notice shall result in the automatic renewal of this agreement for the specified number of renewal terms.
- (ii) During each renewal term, the terms and conditions stated in this agreement shall continue to apply, unless otherwise agreed upon by both parties in writing. This includes any obligations, responsibilities, and rights outlined in the original agreement.

## 11. GENERAL.

**11.1 Independent Contractor.** The parties are and shall be independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venture, employee, or partner of the other party for any purpose. Neither party shall have any authority to act for or to bind the other party in any respect, nor shall either party hold itself out as having such authority.

**11.2 Limitations.** The Safety Platform including CRISIS ALERT System is not a life-saving system, and no part of the Safety Platform including CRISIS ALERT System is a life safety device. The Safety Platform including CRISIS ALERT System is a communications system designed to allow Customer personnel to signal an alert if there is an emergency at a Site or provide other safety and security functions. Emergencies and the resulting confusion, errors in judgment, interruption of power and communications, and other issues surrounding emergencies may result in the failure of systems or in inappropriate or less than optimal actions or inactions by persons reacting or responding to emergencies. The Safety Platform including CRISIS ALERT System may not be operational or work properly as a result of environmental factors and weather conditions beyond human control, unmaintained, stolen, or damaged equipment, the failure of the internet and other communications systems, or the failure of electrical grid, therefore CENTEGIX does not represent, warrant, or guarantee that the Safety Platform including CRISIS ALERT System will be operational or work properly if or when an emergency occurs.

**11.3 Assignment.** Neither Party has the right to assign or transfer its rights and obligations under these Standard Terms without prior written approval of the other and any attempted assignment shall be void, except that either Party may assign these Standard Terms to an Affiliate of such Party or to any successor to all or substantially all of such Party's business and assets upon written notice to the other Party.

**11.4 Force Majeure.** Neither Party shall be in default by reason of any failure in performance of these Standard Terms if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of such Party, including but not limited to, acts of God or of the public enemy, U.S. or foreign governmental acts in either a sovereign or contractual capacity, fire, flood, epidemic, restrictions, strikes, and/or freight embargoes. A force majeure event shall not excuse performing duties that are unrelated to the force majeure event, including, without limitation, discharging financial obligations.

**11.5 No Waiver.** Any failure by either Party to detect, protest, or remedy any breach of these Standard Terms shall not constitute a waiver or impairment of any such term or condition, or the right of such Party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. A waiver may only occur pursuant to the prior written express permission of an authorized officer of the other Party.

**11.6 Notices.** All notices, communications, and deliveries under these Standard Terms (other than routine support calls) must be made in writing, signed by the Party making the same, must specify the Section under these Standard Terms pursuant to which it is given or being made (if applicable), and will be given or made to the address(s) specified as the "Address for Notices" on the signature page to these Standard Terms.

**11.7 Severability.** If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of these Standard Terms will continue in full force and effect.

### **11.8 Governing Law.**

- (i) These Standard Terms and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflicts of laws provisions thereof.
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Parties expressly exclude all application of the United Nations Convention on the International Sale of Goods to these Standard Terms.

(ii) No actions, regardless of the form, arising out of these Standard Terms may be brought by the Customer more than one (1) year after the occurrence of the events that gave rise to the cause of actions.

(iii) Any dispute, controversy, or claim arising out of, in connection with, or relating to, these Standard Terms, the breach or alleged breach these Standard Terms, or the termination, enforcement, interpretation, or validity of these Standard Terms, including extra-contractual claims and any determination of the scope or applicability of this provision to arbitrate, shall, upon the request of any party involved, be submitted to, and settled by, arbitration in the City of Atlanta, State of Georgia, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, *provided* that each Party shall pay for and bear the cost of its own experts, evidence, and counsel's fees, and *provided further*, that in the discretion of the arbitrator, the arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrators and the reasonable attorneys' fees of the prevailing party. This clause shall not preclude Parties from seeking provisional remedies for breach of intellectual property rights pending the conclusion of arbitration.

(iv) Notwithstanding any other provision in the Agreement to the contrary, arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the Agreement and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in the state court located in Kingsport, Sullivan County, Tennessee or the Federal court for the Eastern District of Tennessee.

## 11.9 Entire Agreement.

These Standard Terms together with the applicable Order constitutes the complete and entire understanding between the parties with respect to the Service and supersede all previous written or oral agreements, proposals, RFP's, RFP responses, and representations. No document, purchase order, or any handwritten or typewritten text which purports to alter or amend the printed text of these Standard Terms shall alter or amend any provision of these Standard Terms or otherwise control, unless the parties both specify in writing that such terms or conditions shall control. Additionally, the parties acknowledge that there are no contemporaneous agreements, side-letters, or oral or other arrangements that contradict, alter, or modify any of these Standard Terms. Customer acknowledges and agrees that Customer has not relied on the potential availability of any future product, functionality, or feature, or any statement or representation by CENTEGIX or its employees concerning the potential availability of any future product, functionality, or feature, in placing Orders. These Standard Terms may be modified only in a writing which expressly references these Standard Terms and is executed by both of the Parties to these Standard Terms. These Standard Terms may be executed in several counterparts, all of which taken together will constitute one single Agreement between the Parties. These Standard Terms has been accepted by CENTEGIX in Atlanta, GA

## 11.10 Interpretation. The following rules of interpretation must be applied in interpreting these Standard Terms:

- (i) This section and subsection headings used in these Standard Terms are for reference and convenience only, and will not enter into the interpretation of these Standard Terms, (b) all references to Sections and Exhibits are to the Sections in these Standard Terms and Exhibits to these Standard Terms, as the case may be, (c) the provisions of the Exhibits are incorporated in these Standard Terms, and (d) as used in these Standard Terms, the term "including" will always be deemed to mean "including without limitation."

## 12. Definitions

The following capitalized terms are used in these Standard Terms with the meanings thereafter ascribed.

"**Accessory**" means the items identified as such on the applicable Order which are provided to enhance the functionality of the Safety platform functionalities.

"**Affiliate**" means any entity directly or indirectly controlling, controlled by, or under common control with Customer, where "control" means ownership of at least 50% of the equity or beneficial interests of such entity or the right to vote for or appoint a majority of the board of directors or other governing body of such entity.

"**Anniversary Date**" means 120 days after the earlier of the PO Date (if applicable) or signed Order Acknowledgement.

"**Confidential Information**" means all business or technical information of the Disclosing Party that is not generally known

to the public and that derives value from not being generally known, whether such information is disclosed orally or in writing. Confidential Information may include any software, documentation, flow-chart, logic diagram, design proposal, screen shot, screen shot concept, algorithm, device, compilation of information, method, technique, or process. The Service constitute Confidential

Information of CENTEGIX and its licensors.

“**Contractor**” means an independent contractor performing services for Customer or an Affiliate.

“**Customer**” means the person or entity that issued an Order the receipt of which by CENTEGIX has been acknowledged by an Order Acknowledgement of Centegix.

“**Documentation**” means the on-line information and materials, relating to the use of the Service and the Equipment made available to Customer in connection with the license of the Software.

“**Electronic Device**” means each computer or other device into which the Software is downloaded and/or installed.

“**Equipment**” has the meaning assigned in Section 1.2 of these Standard Terms.

“**Implementation**” means the services performed by CENTEGIX for Software configuration, the loading of a standard set of IT protocols, and training.

“**Initial Term**” has the meaning assigned in Section 1.1 of these Standard Terms.

“**Installation**” means placement and configuration of Equipment at the Site.

“**Order**” means the Order Acknowledgement and Customer’s Purchase Order identified in an Order Acknowledgement (if

“**Order Detail Attachment**” means *Exhibit A* to the Order Acknowledgement which lists Equipment provided to Customer.

“**Party**” means CENTEGIX or Customer, individually, and “**Parties**” means CENTEGIX and Customer, collectively.

“**Person**” means any individual, general partnership, limited liability partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, or any foreign trust or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assigns of such Person where the context so permits.

“**Professional Services**” has the meaning assigned in Section 3.1 of these Standard Terms.

“**Site**” means each physical location specified by Customer prior to the commencement of Installation at which Equipment will be placed and the Service will be used.

“**Special Terms**” means the terms and provisions on *Exhibit B* to an Order Acknowledgement, if an *Exhibit B* initialed by CENTEGIX is attached to an Order Acknowledgement, which supplement or modify these Terms and Conditions.

“**Software**” means the executable software used for the CENTEGIX mobile app, the CENTEGIX background Device crisis app, and the Safety Platform including CrisisAlert Platform.