August 8, 2025

Rik Kowall, Township Supervisor
White Lake Township

RE: RAPIDSOS UNITE

RapidSOS is a platform used by PSAP's to link 9-1-1 data to first responders. RapidSOS centralizes all of the NG911 data such as calls, texts, videos, and sensors and provides the information to 9-1-1 dispatch centers. Currently White Lake is utilizing the basic RapidSOS portal at no cost. The Oakland County Sheriff's Department has acquired the license to upgrade to RapidSOS Unite and has covered the cost of the platform for the entire County allowing the use of the Unite platform countywide.

White Lake will receive 2 DigiBoxes from RapidSOS to be installed in the server room. The DigiBoxes will collect data from the 9-1-1 providers and produce the information to dispatchers allowing more accurate locations of 9-1-1 callers, language translation, the option to text message and/or receive videos and photographs, obtain medical information stored on caller's cell phones, and more. Additionally, RapidSOS Unite will be a link to any school using Eagle Eye surveillance to immediately receive notifications of a gun detected in a school.

RapidSOS has started the training process for any agency that is going to participate in receiving the Unite platform and will be scheduling installation and testing in the next month. The Unite platform will greatly increase the productivity of 9-1-1 dispatch centers and enable faster, more efficient emergency response.

The contract language has been reviewed and approved by the Township Attorney, Lisa Hamameh. Should any yearly costs be introduced in the future, the contract will be brought back to the board for approval.

Sincerely,

Daniel T. Keller
Chief of Police

RapidSOS

OAKLAND COUNTY PSAP LICENSE AGREEMENT

This PSAP License Agreement ("Agreement") is entered into by and between Charter Township of White Lake ("PSAP"), an independent entity within Oakland County, MI, located at 7525 Highland Rd., White Lake, MI 48383 , and RapidSOS, Inc., a Delaware corporation with offices at 3 Park Avenue, 22nd Floor, New York, NY 10016 ("RapidSOS"), as of the Effective Date defined below.

1. **Background.** Oakland County, MI ("County") has entered into a Paid Modules agreement with RapidSOS, under Contract No. 011495 ("Contract"), to provide access to RapidSOS Modules ("RapidSOS Paid Modules") to PSAPs within the County. PSAP is a separate legal entity from the County with authority to grant access to its systems and receive license to the RapidSOS Paid Modules.

2. **License to RapidSOS Paid Modules.** Subject to the applicable terms of the Contract and terms herein, RapidSOS hereby grants to PSAP a revocable limited non-exclusive license (a) to access, use, display, and otherwise make available the RapidSOS Paid Modules purchased under the Contract; (b) to use and reproduce all Documentation for the RapidSOS Paid Modules and to grant individuals acting on PSAP's behalf ("Personnel") the right to use and reproduce such Documentation solely for PSAP's internal function to the extent reasonably necessary to support the PSAP's Personnel's use of the RapidSOS Paid Modules in accordance with the license rights granted in this Section. RapidSOS owns all right, title, and interest in and to the RapidSOS Paid Modules, and any alterations, adjustments, and all improvements, enhancements, and derivatives thereof, including all associated intellectual property rights found in the Contract.

3. **License to PSAP Systems.** Subject to the applicable terms of the Contract and terms herein, PSAP hereby grants to RapidSOS the right to (a) access, use, reproduce, distribute, display, transmit, and otherwise make available the any product, service or solution to which any RapidSOS Paid Modules will interface, integrate or to which RapidSOS shall access in order to provide any RapidSOS Service, specifically the following:
    1. PSAP IP Network SPAN port;
    2. PSAP IP Network;
    3. PSAP Call-Handling Equipment (CHE) ALI controller;
    4. PSAP CLEMIS CAD system;

("PSAP Systems") for the purposes of fulfilling RapidSOS's duties hereunder; and (b) use and reproduce all Documentation for the PSAP Systems solely to the extent reasonably necessary to support the use of the RapidSOS Paid Module. PSAP grants RapidSOS permission to install, configure, and maintain a Digi Box or other hardware or software necessary to enable use of the RapidSOS Paid Modules within PSAP's Systems. PSAP owns all right, title, and interest in and to the PSAP Systems, and any alterations, adjustments, and all improvements, enhancements, and derivatives thereof, including all associated intellectual property rights found in the Contract.

4. **Terms of Use.** PSAP agrees that all access and use of the RapidSOS Paid Modules by its personnel shall be governed by the applicable terms of the Contract including the attached RapidSOS End User License Agreements provided therein. PSAP shall ensure its personnel are informed of and comply with such terms.

[Signature Page on Following]

This Agreement becomes effective on the date of last signature below ("Effective Date") and shall remain in effect for as long as the RapidSOS Paid Modules are made available to PSAP via the Contract. The signatories to this Agreement represent that they are duly authorized to execute this Order Form and the Agreement on behalf of the party they represent.

PSAP: Charter Township of White Lake Police Department	RapidSOS, Inc.
Signature: *[signature: Dan T. Keller]*	Signature: *[signature]*
Name: Daniel T. Keller	Name: Chad Somodi
Title: Chief of Police	Title: VP, Public Sector Sales
Date: August 8, 2025	Date: 6/12/2025

EXHIBIT VI SOFTWARE LICENSES

RapidSOS Master Services Agreement

This Master Services Agreement ("**Agreement**"), entered into concurrent with the execution of the Services Contract between the Parties ("**Contract**") ("**Effective Date**"), by and between RapidSOS, Inc. ("**RapidSOS**"), and Oakland County, MI ("**Agency**" or "**Customer**"). The terms of this Agreement shall apply to the extent they do not conflict with the Oakland County Contract and shall govern where that agreement is silent.

1. **DEFINITIONS**

   "**Agency**" means the County of Oakland and its Public Safety Answering Point (PSAP) or Emergency Communications Center (ECC), as defined in the rules of the Federal Communications Commission (FCC), requesting access to RapidSOS Paid Module and refers to the Customer identified in the applicable Contract and/or Purchase Order.

   "**Agency Systems**" means any product, service or solution to which any RapidSOS Paid Module will interface, integrate or to which RapidSOS shall access in order to provide any RapidSOS Paid Module. A description of the Agency Systems will be set forth in the applicable Scope of Work.

   "**Privacy Policies**" means the RapidSOS Emergency-Related Services Privacy Policy located at: https://rapidsos.com/legal/emergency-related-services-privacy-policy or the IamResponding Privacy Policy located at: https://www.iamresponding.com/privacy-policy/, and incorporated by reference.

   "**RapidSOS Platform**" means RapidSOS's programs, platforms, or other products or services, including but not limited to the RapidSOS Application Programming Interface(s) (APIs), RapidSOS Emergency Data Exchange, and RapidSOS Emergency Response Data Platform.

   "**RapidSOS Paid Module(s)**" means the product or service enhancements to the RapidSOS Platform including but not limited to the RapidSOS GIS or RapidSOS Intelligent Analyst, for which Agency has agreed to purchase via one or more Orders/ Purchase Orders.

2. **LICENSE AND RESTRICTIONS**

   2.1. **License to RapidSOS Paid Modules.** Subject to the terms and conditions of this Agreement, the Contract, and any Module-specific terms (including the Order Form(s) and any other agreements referred to herein) and during the Term, RapidSOS hereby grants to Agency a revocable limited non-exclusive license (a) to access, use, reproduce, distribute, display, transmit, and otherwise make available the RapidSOS Paid Modules as are selected in the Order Form(s) purchased from a reseller of RapidSOS to its Personnel to the extent provided for in the Order Form(s); (b) to use and reproduce all Documentation for the RapidSOS Paid Modules and to grant individuals acting on Agency's behalf ("**Personnel**") the right to use and reproduce such Documentation solely for Agency's internal function to the extent reasonably necessary to support the Agency's Personnel's use of the RapidSOS Paid Modules in accordance with the license rights granted in Section 2.1.

   2.2. **License to Agency Systems.** Subject to the terms and conditions of this Agreement and the Contract and during the Term, Agency hereby grants to RapidSOS the right to (a) access, use, reproduce, distribute, display, transmit, and otherwise make available the Agency Systems for the purposes of fulfilling RapidSOS's duties hereunder; and (b) use and reproduce all Documentation for the Agency Systems solely to the extent reasonably necessary to support the use of the RapidSOS Paid Module. Agency owns all right, title, and interest in and to the Agency Systems, and any alterations, adjustments, and all improvements, enhancements, and derivatives thereof, including all associated intellectual property rights found therein.

   2.3. **Restrictions.** RapidSOS retains ownership of the RapidSOS Paid Modules. Agency shall not (and shall not authorize any third party to) (a) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any RapidSOS Paid Modules (except to the extent that applicable law prohibits reverse engineering restrictions), (b) sell, transfer, assign, sublicense, or otherwise convey to any third party, or grant to any third party any right to use the RapidSOS Paid Module(s) (c) resell, provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use, in each case, for the benefit of any third party, any RapidSOS Paid Modules (except as necessary for Agency to integrate the Agency Systems with the RapidSOS Paid Modules to make certain functionality available to Personnel, and except as otherwise authorized by RapidSOS), or (d) possess or use any RapidSOS Paid Modules, or allow the transfer, transmission, export, or re-export of any RapidSOS Paid Modules or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department's Office of Foreign Assets Control, or any other government agency.

   2.4. **Usage Monitoring.** RapidSOS monitors and collects configuration, performance, usage, and consumption

data, including by not limited to date and time of event, type of operation executed by the flow execution (e.g. SMS, call, 9-1-1 call, telephony events, etc.), total number of success/failed calls, and errors raised by execution ("**Usage Data**"), relating to the use of RapidSOS Paid Modules by Personnel, and may monitor Agency's use of the RapidSOS Paid Modules, in each case: (a) to facilitate the delivery of the RapidSOS Paid Modules (such as tracking entitlements, providing support, monitoring the performance, integrity, and stability of the RapidSOS Paid Modules' infrastructure, and preventing or addressing service or technical issues), (b) to improve the RapidSOS Paid Modules and provide anonymized analytics, (c) to ensure compliance with the terms of this Agreement, and (d) to train on or provide or facilitate technical support for the RapidSOS Paid Module or to improve emergency response or the utilization of the RapidSOS Paid Module. Agency shall not block or interfere with any such monitoring.

2.5. **Updates.** Agency acknowledges that from time to time, and at its sole discretion, RapidSOS may update and modify the RapidSOS Paid Modules, as well as discontinue certain portions thereof (in each instance, an "**Update**"). Agency shall implement and use the most current version of the RapidSOS Paid Modules and make any changes to the Agency Systems that are required as a result of such update, at Agency's sole cost and expense within 90 days for immaterial changes that are easily implemented and do not adversely affect Agency and within 180 days for material changes. Updates may adversely affect the manner in which the Agency Systems accesses or communicates with the RapidSOS Paid Modules or how data is rendered by the RapidSOS Paid Modules. Agency's continued access or use of the RapidSOS Paid Modules following an update will constitute binding acceptance of the Update. In accordance with the terms set forth herein, RapidSOS will use commercially reasonable efforts to assist Agency with integrating any Update.

2.6. **Agency Permitted Users.** Agency is responsible for account set-up of Personnel with access to the RapidSOS Paid Modules ("**Permitted Personnel**"). Agency agrees to be responsible for the acts and/or omissions of the Permitted Personnel who access the RapidSOS Paid Modules. In order to access the RapidSOS Paid Modules, each Permitted Personnel agrees to be bound by the terms and conditions of the Privacy Policies and the applicable RapidSOS Paid Modules EULA(s), attached hereto as Exhibits A and B, together with the Agency. No terms of any agreement entered into between Agency and any Permitted Personnel will be binding on RapidSOS. In all instances and to the extent permitted by law or collective bargaining agreement, the Agency agrees to share data related to such Permitted Personnel as is reasonably requested by RapidSOS prior to giving such Permitted Personnel access to the RapidSOS Paid Modules. RapidSOS may, from time to time, modify the terms of the applicable Privacy Policies or applicable EULA, with the modifications becoming effective upon publishing at the relevant URL. Agency will ensure that its Permitted Personnel agree at all times to the most recent Privacy Policies and EULA(s) published at the provided URL.

2.7. **Service Level Agreement.** RapidSOS will use commercially reasonable efforts to ensure that the RapidSOS Paid Modules are available with the uptime indicated in Exhibit C, excluding time for scheduled updates and maintenance and any downtime caused by third parties or other matters outside of such party's control.

2.8. **Roles and Responsibilities of Agency.** Agency is responsible for the accuracy of the information transmitted to the RapidSOS Paid Modules and will take commercially reasonable actions to adequately vet any such information transmitted to the RapidSOS Paid Modules; it being understood that RapidSOS is not responsible for the accuracy of such information.

3. **USAGE AUDITS**

3.1. **Usage Audits.** Fees are based on the forecasted number of concurrent users of the RapidSOS Paid Module(s) during a typical shift. RapidSOS will assess usage on an annual basis and where the forecasted number of concurrent users set forth in the applicable Order is below Agency's actual usage, RapidSOS may right-size the scope of the Order going forward.

4. **WARRANTY AND WARRANTY DISCLAIMER**

4.1. **Warranty.** RapidSOS shall provide the RapidSOS Paid Modules set forth herein using commercially reasonable efforts in a good workmanlike manner consistent with standard industry practices.

4.2. **Warranty Disclaimer.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (a) RAPIDSOS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER, (b) RAPIDSOS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUALITY, ACCURACY, OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADED, COURSE OF DEALING, OR COURSE OF PERFORMANCE, AND, (c) RAPIDSOS DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES ARE ERROR-FREE OR THAT THE OPERATION OF ANY PARTY'S

SERVICES OR PROPRIETARY TECHNOLOGY, WILL BE SECURE OR UNINTERRUPTED. NOTWITHSTANDING ANYTHING TO THE CONTRARY, RAPIDSOS SHALL HAVE NO OBLIGATION OR ANY LIABILITY TO ANY THIRD PARTY HEREUNDER. AGENCY AGREES THAT RAPIDSOS CANNOT CONTROL THE MANNER IN WHICH EMERGENCY SERVICES ARE RENDERED, AND THEREFORE CANNOT AND DOES NOT GUARANTEE THAT EMERGENCY SERVICE PROVIDERS WILL PERFORM IN ANY WAY OR WILL UTILIZE THE INFORMATION PROVIDED.

5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL RAPIDSOS BE LIABLE TO THE AGENCY FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THIS AGREEMENT, USER SYSTEMS, THE RAPIDSOS PAID MODULES, OR OTHER SERVICES: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ADVANTAGE, ANTICIPATED SAVINGS, GOODWILL, REVENUE, OR INCREASED COST OF OPERATIONS; OR (B) ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES). IN NO EVENT WILL RAPIDSOS'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNT IN US DOLLARS PAID BY THE AGENCY TO RAPIDSOS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT, ACT, OR OMISSION GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS AND EXCLUSION OF LIABILITY SET FORTH IN THIS SECTION DO NOT APPLY TO (I) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (II) LIABILITY RESULTING FROM THE FRAUD OR WILLFUL OR CRIMINAL MISCONDUCT OF A PARTY, (III) DAMAGES ARISING OUT OF A PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (IV) AGENCY'S PAYMENT OBLIGATIONS UNDER SECTION 4. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT DAMAGES WERE FORESEEABLE.

6. **INTELLECTUAL PROPERTY**

   6.1. **Intellectual Property of RapidSOS.** RapidSOS owns all right, title, and interest in and to the RapidSOS Paid Modules, including any alterations, adjustments, and all improvements, enhancements, and derivatives thereof, including all associated intellectual property rights found therein. Agency will not knowingly act to jeopardize, limit, or interfere in any manner with RapidSOS's ownership of and rights with respect to the RapidSOS Paid Modules.

[Remainder of page intentionally left blank]

This RapidSOS Communicator EULA is made as of the Effective Date on the accompanying Order Form by and between the Agency listed on the Order Form ("**Agency**") and RapidSOS, Inc. ("**RapidSOS**"), and is incorporated into the Master Services Agreement ("**Agreement**"). All terms not defined herein shall have the meanings ascribed to them in the Agreement.

1. **Description of Services.** RapidSOS Communicator provides translation and transcription, which may include American Sign Language Interpretation, for inbound data, including text, video, audio, and image, regardless of form, format, or media, that are submitted or transmitted by a caller to Agency or inputted by Agency or Agency Authorized User ("**Caller Data**"), enhanced outbound messaging capabilities for Agency Authorized Users to mobile phone numbers ("**Outbound Message(s)**"), and storage services.

2. **Third-Party Services.** RapidSOS Communicator may use the services or applications of third parties, including telephone numbers owned by or provisioned for Agency ("**Third Party Services**") or utilize cloud servers. RapidSOS does not control such Third Party Services or cloud servers. RapidSOS shall not be responsible or liable to Agency, Agency Authorized User, or any other Person for the failure, non-performances or unavailability, faulty service or errors of any such Third Party Services or cloud servers. RapidSOS makes no warranties with respect to any Third Party Services or any cloud servers, their performance, availability or accuracy.

3. **Translation and Transcription Services Use and Disclaimer.**
   a. *Accuracy and Reliability.* Agency acknowledges and agrees that any transcriptions, translations, and interpretation of Caller Data is dependent upon inputs by Agency, Agency Authorized User, or caller, which may contain errors and deficiencies. Agency and Agency Authorized Users are responsible for independently verifying the accuracy of all such Caller Data and all results of the translation or transcription ("**Agency Output**"). RapidSOS is not responsible for the accuracy or reliability of the Caller Data or Agency Output. RAPIDSOS ASSUMES NO LIABILITY, WARRANTY, OR RESPONSIBILITY TO AGENCY, AGENCY AUTHORIZED USERS, OR ANY OTHER PERSON WITH RESPECT TO ANY CONCLUSIONS, INTERPRETATION, DECISIONS, OR ACTIONS BASED ON THE USE OF THE SERVICES OR ANY CALLER DATA BY AGENCY OR AGENCY AUTHORIZED USERS.
   b. *User Submissions.* Agency acknowledges that RapidSOS has no control over the Caller Data transmitted by a caller and made available to Agency Authorized Users via RapidSOS Communicator. RapidSOS shall have no obligation to screen or filter any Caller Data.

4. **Outbound Messaging.**
   a. *Receipt of Messages.* Agency acknowledges that receipt of an Outbound Message depends on the ability of that number to receive messages and RapidSOS has no control over a mobile phone number's ability to receive Outbound Messages. RAPIDSOS ASSUMES NO LIABILITY, WARRANTY, OR RESPONSIBILITY TO AGENCY, AGENCY AUTHORIZED USERS, OR ANY OTHER PERSON WITH RESPECT TO RECEIPT OF OUTBOUND MESSAGE(S).
   b. *Accuracy and Reliability.* Agency acknowledges that while RapidSOS Communicator may have pre-configured messages available for use by Agency and Agency Authorized Users, RapidSOS is not responsible for the accuracy or reliability of any Outbound Message. RAPIDSOS ASSUMES NO LIABILITY, WARRANTY, OR RESPONSIBILITY TO AGENCY, AGENCY AUTHORIZED USERS, OR ANY OTHER PERSON WITH RESPECT TO THE CONTENT, CONCLUSIONS, DECISIONS, OR ACTIONS RESULTING FROM AN OUTBOUND MESSAGE.

5. **Ownership.** In addition to the Intellectual Property rights granted in Section 7.1 of the Agreement, Agency acknowledges and agrees that RapidSOS owns all right, title, and interest in the RapidSOS Communicator services and related documentation, including any alterations, adjustments, and all improvements, enhancements, and derivatives thereof, including all associated intellectual property rights found therein (collectively, "**RapidSOS Communicator IP**"). RapidSOS grants Agency a non-exclusive, non-sublicensable, and non-transferable license, for the Term specified in the Order Form, to use RapidSOS Communicator IP strictly for Agency's own internal, legitimate, and non-commercial purposes. Agency acknowledges and agrees that RapidSOS Communicator IP constitutes and contains valuable confidential/proprietary information and trade secrets of RapidSOS, its licensors and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions.

Accordingly, ==Agency will require that all users treat RapidSOS Communicator IP as confidential, and to protect the confidentiality thereof, at all times exercising at least a reasonable degree of care in the protection of such confidential information. Agency shall not under any circumstances share or permit access to RapidSOS Communicator, documentation, or RapidSOS Communicator IP to any actual or potential competitor of RapidSOS.==

    a. **Caller Data and Agency Output.** RapidSOS acknowledges and agrees that Agency, to the extent allowable by law, owns all right, title, and interest in Caller Data, Agency Output, and Outbound Messages. Agency grants RapidSOS a non-exclusive, non-sublicensable, and non-transferable license, for the Term specified in the Order Form, to use and store Caller Data, Agency Output, and Outbound Messages to provide the Services under this EULA.

6. **Storage Services Use and Disclaimer.** Agency agrees that Caller Data, Agency Output, or Outbound Messages may be uploaded, copied, and stored by RapidSOS ("**Storage Services**") as a part of the RapidSOS Communicator services for the Term of the Agreement. RapidSOS may use, copy and reproduce the Caller Data, Agency Data, or Outbound Messages in order to provide the Services. RapidSOS shall have no obligation to store Caller Data, Agency Output, or Outbound Messages after the expiration or termination of this Agreement.

    a. *Backups.* Storage Services do not replace the need for Agency to maintain regular data backups or redundant data archives of Caller Data, Agency Output, or Outbound Messages. RAPIDSOS HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, DESTRUCTION, DAMAGE, OR CORRUPTION OF ANY CALLER DATA, AGENCY OUTPUT, OR OUTBOUND MESSAGES.

These End User Terms of Use ("**Terms of Use**" or "**Terms**") govern Agency's use of the IamResponding product and related services (the "**Services**"), which are provided by RapidSOS, Inc. ("**RapidSOS**") and its wholly owned subsidiary, Emergency Services Marketing Corp., Inc. d/b/a IamResponding ("**IamResponding**").

1.   **LICENSE GRANT**. Subject to Agency's strict compliance with these Terms of Use, the RapidSOS MSA, and the Service Contract, IamResponding grants to Agency a non-exclusive, non-transferable, non-sublicensable, limited license to use the Services, where use includes downloading, access, or logging in to the Services. Agency's license will terminate immediately when (a) the Contract is terminated or expires or (b) Agency ceases to be authorized to use the Services.

2.   **USE RESTRICTIONS AND PROHIBITED ACTS**. The following restrictions apply to Agency and Agency's Users in connection with their access to and use of the Services. These restrictions are in addition to, and not in lieu of, any restrictions set forth in the applicable Service Terms, Agreement (including any Master Services Agreement), Order Form(s), or other applicable documentation governing the Services. Agency and Agency's Users may not use the Services in any manner other than as expressly permitted by this EULA and the governing agreements. Without limiting the foregoing, Agency and its Users shall not: (a) engage in any conduct that infringes on the rights of others; (b) violate any applicable law, regulation, or rule, including without limitation securities laws or exchange rules; (c) use the Services in a manner that could impair, disable, overburden, or damage any IamResponding systems, or interfere with others' use of the Services; (d) violate any applicable code of conduct or usage guidelines issued in connection with any specific component of the Services; (e) attempt to gain unauthorized access to the Services, other accounts, or any systems or networks connected to IamResponding or its infrastructure, including by hacking, password mining, or other unauthorized means; (f) collect, use, or attempt to collect or use personal or contact information about individuals outside of the Agency, including email addresses, without authorization or in violation of applicable law. All licenses granted under these Terms are conditional upon continued compliance with its Terms and the Contract, and will terminate automatically and immediately upon any material breach. IamResponding reserves the right, in its sole discretion, to monitor use of the Services, to review and remove any content, and to disclose information as necessary to comply with applicable law, regulation, legal process, or governmental request.

3.   **USER UPLOADED INFORMATION.** AGENCY AGREES THAT AGENCY AND AGENCY'S USERS ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SERVICES FOR AGENCY'S USERS' INTENDED USE.

4.   **ACCOUNT REGISTRATION**. Services may require Agency Users to register with or subscribe to the Services. Agency or Agency's Users agree to provide current, complete, and accurate information as prompted by the applicable registration/subscription form(s). Agency or Agency's Users are responsible for maintaining in confidence Agency or Agency's Users credentials, which may include a master username, master password, username, and password ("Credentials"). If Agency User is the authorized representative of the subscribing entity through which the Services are accessed, Agency User will be solely responsible for choosing and maintaining in confidence the Credentials of Agency's members or employees, and Agency User is fully responsible for all activities that occur under Agency User's Credentials and the Credentials of Agency's employees, agents or members. IamResponding shall not be responsible for unauthorized use of the Credentials, and Agency or Agency's Users agree to notify IamResponding promptly of any unauthorized use of the Credentials or other breach of security.

5.   **OWNERSHIP**. Agency and Agency's Users acknowledge that the Services, including, without limitation, the software, all source, object and executable code, and all IamResponding websites are the intellectual property, trade secrets, and confidential information of and are owned by IamResponding, its licensors and/or its suppliers. The Services may be protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the countries in which it is being provided and used. Agency and Agency's Users acknowledge that IamResponding, its licensors and/or its suppliers retain the ownership of all patents, copyrights, trade secrets, trademarks and other intellectual property rights pertaining to the Services, and that the ownership rights of IamResponding, its licensors and/or its suppliers extend to any images, photographs, animations, videos, graphics, audio, music, text and "applets" incorporated into the Services and all accompanying online and printed materials. Agency and Agency's Users will take no actions which adversely affect the intellectual property rights of

IamResponding, its licensors and/or suppliers pertaining to the Services. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owners' names. Trademarks may only be used to identify printed output produced by the Services, and such use of any trademark does not give Agency and Agency's Users any right of ownership in that trademark. "Emergency Responder Reply System", "ERRS", "IamResponding", "IamResponding.com", "IamResponding", and "iamresponding" are registered or common law trademarks of IamResponding, its licensors or its suppliers. Except as expressly stated above, these Terms do not grant Agency and Agency's Users any intellectual property rights in the Services. Notifications of claimed copyright infringement should be sent to IamResponding at legal@rapidsos.com.

6. **UNSOLICITED IDEA SUBMISSION POLICY.** IamResponding does not accept or consider unsolicited ideas, materials or work which are submitted with any expectation of fees, royalties, property interest, ownership, rights, title or interest of any manner, or of any form of compensation whatsoever, including without limitation ideas for new promotions, new products, new or enhanced services, or technologies. To avoid potential misunderstandings or disputes when IamResponding's products or marketing strategies might seem similar to ideas, materials or work submitted to IamResponding, do not convey or send unsolicited ideas, materials or work to IamResponding or to anyone in any manner affiliated with IamResponding if Agency or Agency's Users have any expectation of receiving anything of any nature in return or exchange. If, despite our request, Agency or Agency's Users still convey or send them, please understand that any ideas, materials or work will not be treated as confidential or proprietary, and IamResponding will have no obligations to Agency or Agency's Users with respect to such ideas, materials or work, or their disposition. Agency and Agency's Users hereby assign to IamResponding all right, title, and interest in and to the feedback, and IamResponding is free to use the feedback without payment or restriction.

7. **DISCLAIMER.** The Services are provided as a supplement to existing dispatch, communication, and response systems, and are not intended, and shall not be used by Agency and Agency's Users, as a primary dispatch system for emergency events or situations, as a substitute for existing emergency communication systems, or as a substitute for the exercise of reasonable judgments made by Agency and Agency's Users or reasonable emergency services providers. Use good, reasonable common sense when using the Services, and do not substitute the Services for such common sense.

THE SERVICES ARE PROVIDED "AS IS". IAMRESPONDING DOES NOT WARRANT THAT ANY ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED, AND ASSUMES NO RESPONSIBILITY FOR ANY COMMUNICATIONS, WHETHER BY TELEPHONE, INTERNET OR OTHERWISE, OR FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY COMMUNICATIONS, INFORMATION, OR SETTINGS. IAMRESPONDING MAY MAKE AVAILABLE AS PART OF THE SERVICES TOOLS AND UTILITIES FOR USE OR DOWNLOAD. IAMRESPONDING MAKES NO ASSURANCES AS TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVE FROM THE USE OF ANY SUCH TOOLS AND UTILITIES. AGENCY AND AGENCY'S USERS AGREE AND ACKNOWLEDGE THAT IAMRESPONDING IS NOT RESPONSIBLE FOR THE SECURITY OR PRIVACY OF COMMUNICATIONS SENT VIA THE SERVICES, INCLUDING BUT NOT LIMITED TO WHERE THE SERVICES ARE BEING ACCESSED VIA WIRELESS DEVICES OR OTHER EQUIPMENT USED TO ACCESS THE SERVICES, EXCEPT FOR THE SECURITY OR PRIVACY RESPONSIBILITIES EXPLICITLY STATED IN THE PRIVACY POLICY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IAMRESPONDING, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, AND DISTRIBUTORS, HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE SERVICES ARE FREE OF DEFECTS, MERCHANTABLE, FIT FOR A PARTICULAR PURPOSE AND NON-INFRINGING. AGENCY BEAR THE ENTIRE RISK AS TO SELECTING THE SERVICES FOR AGENCY'S PURPOSES AND AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES. THIS LIMITATION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. THE SERVICES ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR HIGH RISK ACTIVITIES.

8. **DISPATCH DATA.** If Agency or Agency's Users imports, or arranges for the import of, dispatch data from Agency or Agency's Users' dispatch center to the Services, and if Agency or Agency's Users choose to have that

information relayed via email, pager, text message, push notification, or otherwise, it is understood by Agency and Agency's Users that this functionality is dependent upon the technology capabilities of the dispatch center; this specific functionality will not work with all dispatch center systems; and no guarantees or warranties are made concerning this functionality. It is further understood by Agency and Agency's Users that IamResponding cannot control the timing, speed or reliability of the delivery of the dispatch information to Agency and Agency's Users once the information has been transmitted by IamResponding to Agency's internet service providers, push notification services and/or cellular telephone providers. Therefore, it is specifically understood that this specific functionality is NOT to be relied upon under any circumstances as a primary means of notification for emergency events, and should only be utilized as a non-emergent, secondary means of notification. Certain cellular providers and push notification services may limit the number of characters permitted per message, and therefore it is also understood that certain transmitted messages may omit or delete information if the message exceeds the character length of the members' notification provider.

Broadcast, written or transmitted notifications of incidents and/or incident locations provided through the Services are not intended, and shall not be used by Agency and Agency's Users, as a substitute for emergency incident notifications provided directly to Agency and Agency's Users by Agency's dispatcher, PSAP or other emergency communications center through methods, means and/or systems other than the Services. Such notifications provided through the Services are intended, and shall be used by Agency and Agency's Users, only as supplemental, rather than primary, notifications.

Alerts and audible tones associated with the Services are not designed or intended to alert Agency's Users to the occurrence of an emergency incident requiring services, and shall not be relied upon by Agency and Agency's Users to awake or arouse Agency's Users with respect to an emergency incident. Again, the Services are intended and shall be used by Agency and Agency's Users only as a supplement to other, existing alerting and emergency communication systems.

Agency and Agency's Users shall not under any circumstances cause dispatch information to be transmitted, re-transmitted, or forwarded, whether directly or indirectly from the IamResponding system, manually or automatically, to any servers, server networks, or mobile applications ("Apps") other than those exclusively controlled and maintained by IamResponding, excepting only Internet Service Providers (ISP's) and telephone network carriers necessary to the minimal extent possible to permit the direct relay of dispatch information from IamResponding.com to personal/work email inbox(s) and personal/work mobile device(s). These limited and minimal exceptions (ISP's and telephone network carriers) are further limited to only those which simply pass through the dispatch information, without opening, manipulating, utilizing, converting, applying or modifying the information in any manner whatsoever. IamResponding, its licensors and suppliers, are not, and shall not in any circumstance be responsible or liable for any transmission, transmission delay, failed transmission, or altered transmission of dispatch data in violation of this paragraph.

9.   **MAPPING SERVICES.** The Services may include certain mapping, directions and routing features (collectively "Mapping Services") that display content which may be provided under license to IamResponding by third parties. Mapping Services content is provided solely by third parties, and not IamResponding. By accessing or utilizing any of the Mapping Features, Agency and Agency's Users consent to be subject to, bound by, and comply with, any and all of the terms and conditions of third party providers.

Agency and Agency's Users are solely responsible for their own conduct when using the Mapping Services. Agency and Agency's Users acknowledge that directions may be inaccurate, incomplete, dangerous, or prohibited, traffic data is not real-time, and location accuracy cannot be guaranteed. Map data, traffic, directions, and related Mapping Services content are provided for planning purposes only. Mapping Services are subject to errors and mistakes, and must not be substituted for the exercise of common sense, logic, knowledge, reason and other available mapping resources.

Certain Mapping Services may require Agency and Agency's Users to enable location services within Agency and Agency's Users web-access computer or device in order to receive full functionality. IamResponding or third parties may collect, use, and share precise location data, including the real-time geographic location of a computer or device, or personal information, to provide and improve location-based products and services. Information which is part of, overlayed, embedded within, or attached to the Mapping Services in any manner, including but not limited to hydrant locations and information, drafting sites, fill sites, buildings or other structures, premises history or plans, emergency property information and any other such data is not, and will not be, verified by IamResponding in any manner for reliability or accuracy; is provided for planning purposes only; is not to be relied upon during an emergency event; and may be shared or made available to any authorized user of the Services, including users in other subscribing entities.

Agency's Users should independently verify the accuracy of any mapping information within the Mapping Services and make any necessary or applicable corrections to such information. Even if mapping irregularities or inaccuracies are reported to IamResponding, IamResponding does not warrant that such irregularities or inaccuracies will be corrected, and Agency's Users should assume that they will not be.

The Mapping Services may extract certain data from dispatch messages provided through the Services in an attempt to identify the location of a reported incident. Agency and Agency's Users are solely responsible for verifying that the address extracted and mapped is the correct incident address, and Agency and Agency's Users should not rely on the Services and Mapping Services for this information.

IamResponding, its licensors and suppliers shall have no liability whatsoever to Agency and Agency's Users or any third-parties for any mistakes, errors or delays of any nature whatsoever relating to the Mapping Services.

Purpose

This service level agreement sets forth RapidSOS's undertakings with respect to providing customer support to Company, and the service levels associated with the RapidSOS Services provided during the Term.

1. Service Reliability. RapidSOS shall provide an uptime of 99.9% for the RapidSOS Services, subject to scheduled updates and maintenance and to any downtime caused by a third Person. For unplanned downtime (an **"Event"**), RapidSOS (with respect to the RapidSOS Services) will assign a trouble severity code based on RapidSOS's assessment of the Event at the point of trouble identification. RapidSOS will make adjustments to the trouble severity code based on how the Event proceeds.

Trouble Severity Code	Description	Initial Response Time	Status Update Intervals
Sev 1	**"Sev 1 Error"** means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the RapidSOS Services	30 minutes	4 hours
Sev 2	**"Sev 2 Error"** means a non-catastrophic Event causing a significant component of the RapidSOS Services to fail or to perform materially different than expected, creating significant inconvenience to an End Customer or Company	For Events reported during normal business hours (9am to 5pm EST Monday through Friday), 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of the next business day	24 hours
Sev 3	**"Sev 3 Error"** means an Event that: (a) has minimal current impact on End Customer or Company, and (b) causes a malfunction of a nonessential RapidSOS Services feature	For Events reported during normal business hours (9am to 5pm EST Monday through Friday), 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day	As appropriate

2. Points of Contact and Escalations.
   A. Company may contact RapidSOS's customer support by e-mail at support@rapidsos.com.
   B. For Sev 1 Events, RapidSOS will provide continual support until the Event is resolved.
   C. Company may be able to follow for Event updates through the website status.rapidsos.com. Company will need to subscribe to this status page in order to receive and access all pertinent updates concerning services disruptions and maintenance.
   D. RapidSOS contact information (for escalation or technical issues) is as set forth on the Order.

3. Change Control Management/Update Management.
    A. Implementation of Updates/Maintenance – RapidSOS Services: RapidSOS will ensure that any planned maintenance and update events within the RapidSOS Services will be executed in a professional manner. Proper execution includes advance notification to Company by RapidSOS.
    B. Service Interruptions and Advanced Notification Requirements – RapidSOS Services: RapidSOS will provide Company with at least 72 hours advance notice via e-mail of all planned maintenance activities resulting in any service interruptions or possibility of any service interruption that will have a direct impact on the RapidSOS Services.

4. Emergency Maintenance. RapidSOS shall perform emergency maintenance as necessary and will, if possible, give advance notice thereof to Company. "Emergency" shall mean that RapidSOS has become aware of a problem that, if an immediate remedy is not implemented, will prevent RapidSOS from continuing to support and provide the elements and aspects of the RapidSOS Services. Emergency downtime outside of the maintenance window will be counted as unscheduled downtime in determining whether RapidSOS has achieved its service uptime goal.