

## 911 RTA SERVICE AGREEMENT TERMS OF SERVICE

The following Terms of Service (ToS) is incorporated by reference into the 911 Real-Time Analytics Service Agreement (SA) between the entity identified in the SA as the client (the Client), Regional Justice Information Systems (REJIS) and SirenGPS (SirenGPS and REJIS may also be referred to as the Service Providers). The Client, REJIS and SirenGPS may also be referred to altogether as the Parties. The SA and this ToS represent the understanding between the Parties under which the Service Providers shall provide the Service(s) in return for consideration from the Client (the Agreement).

**Whereas:** The Parties agree that the Service(s) identified in the Agreement will be made available as set forth in the Agreement together with these terms and conditions, and related to which each of the Parties acknowledging the sufficiency of consideration, covenants, declares and agrees as follows:

### 1. DEFINITIONS:

- 1.1. **Administrator** is an individual authorized by the Client to have credentials/privileges that allow that person to access and manage the Service(s).
- 1.2. **Client** is the party identified as such in the Service Agreement to participate in the Service(s).
- 1.3. **Effective Date** is the date of the beginning of the Service Period identified in the Agreement. If no Effective Date is provided, the date the Agreement is signed shall be considered the Effective Date.
- 1.4. **PSAP:** A public safety agency or other entity that provides 911 emergency communication services, also known as a public safety answering point. PSAP shall include the entity and its parent(s), if applicable, for the purpose of any rights, benefits or authority granted hereunder. A PSAP may enter into an agreement to participate in the Service(s) both in its capacity as a PSAP to support the Service(s) and as a Client. The Parties understand and agree that PSAP entities participating in the Service(s) to make the Service(s) available shall be entitled to receive certain benefits, protections and/or retain certain authority as expressed in this ToS.
- 1.5. **Service(s)** shall mean the service(s) identified in the Proposal & Service Agreement to be utilized by the Client as described in the Agreement and in technical manuals where applicable.
- 1.6. **Service Agreement** is a document that identifies the Service(s) offered, License Fee and/or other particulars associated with payment for Service(s), and an Effective Date for the availability of the Service(s) agreed upon by the Parties. This document also includes a signature page to indicate acceptance as indicated by authorized signature by the Client and either SirenGPS or REJIS. It is the Parties' expectation that the Service Agreement make reference to and incorporate this ToS, and that those two documents together represent the understanding between the Parties (the Agreement).
- 1.7. **Service Period** shall be twelve (12) months from the Effective Date unless otherwise stated in the Service Agreement, during which time the Service(s) shall be available to the Client, unless otherwise cancelled under the terms of the Agreement.
- 1.8. **Terms of Service (ToS)** these terms, conditions, and requirements govern the use of the Service(s).
- 1.9. **User** means any individual gaining lawful access to a Service(s) in compliance with this ToS. May also be referred to as a "contact" or "seat".

### 2. GRANT OF RIGHTS AND OBLIGATIONS

- 2.1. The Parties understand and agree that where PSAP participation is required to support Service(s) provided under this Agreement, a PSAP able to demonstrate such participation shall be considered a beneficial party to this Agreement with the right to whatever benefits and/or authority to which they may be entitled under this Agreement without required to be a signatory to the Agreement.
- 2.2. Subject to the terms and conditions of this Agreement, Client shall have access to the Service(s) during the Service Period and shall be allowed to provide access to the Service(s) to its Administrators and Users, and Client agrees to provide and support the Service(s) for said Administrators/Users as required. Client agrees that such access shall only extend its own employees or agents, and only to the number of individuals allowed under the Service Agreement.

## 911 RTA SERVICE AGREEMENT TERMS OF SERVICE

- 2.3. Client shall be responsible for ensuring that at the end of the term of this Agreement, all access to the Service(s) shall cease immediately.
- 2.4. The Parties agree that this 911 RTA Service Agreement Terms of Service (the ToS) constitutes an integral and inseparable part of the Agreement. It is understood that users may be required to accept additional terms and conditions to access the Service(s) during on-line set-up and/or use of the Service(s). Client agrees that where such additional terms and conditions are required, these shall be incorporated into the Agreement. In the event of a conflict, this ToS governs.

### **3. SET-UP AND TRAINING**

- 3.1. The Service Providers will support initial setup, customer support and periodic updates for at least one technical point of contact designated by the Client in a Train-the-Trainer format.
- 3.2. Within 5 business days of the Effective Date, at least one individual designated to have administrative access to the Service(s) on behalf of the Client will schedule a 30-minute call with the Service Providers to discuss access and configuration.
- 3.3. The Service Providers shall provide support during the configuration and operation of the Service(s) as explained in this Agreement and in the applicable Service Level Agreement (SLA) incorporated by reference into the Agreement. Client agrees to complete configuration and assume responsibility for updates and client managed data, including, recipient lists, Users, Administrators, Geofences, and seat allocation within 14 days of the Effective Date. The Service Providers may provide periodic audits as indicated in the Service Agreement. However, Client shall have ultimate responsibility for the configuration of the Service(s).
- 3.4. The Parties understand and agree that each participating PSAP shall retain authority and control of information which that PSAP originates. Each participating PSAP may set protocols for alerts generated from information which that PSAP originates. These protocols may set requirements for authorizing, or withholding authorization for use of the Service(s) by specific entities or individuals, limiting or delaying the availability of incident descriptions, up to and including terminating participation under this Agreement.

### **4. MAINTENANCE AND SUPPORT**

- 4.1. The Service Providers will provide ongoing “24/7/365” customer support in accordance with the 911 RTA Service Level Agreement (SLA) incorporated by reference into the Agreement.
- 4.2. Client agrees to designate at least one, but no more than two of its employees as its technical contacts, to whom the Service Providers will provide technical support updates for the Service(s) according to the Service Level Agreement via website, email, telephone, or fax.
- 4.3. Because the Service(s) are deployed in a secure cloud environment, only the current version of the Service(s) will be supported. Upgrades and releases will be implemented through web-based infrastructure and shall be at least as functional as the prior version. Typically, no action is required by Client related to an update or release. In the event that action is required to accept an update, such implementations shall be performed by Client within 14 days from receiving written request, instructions and any required materials. Failure to timely implement an upgrade may cause degradation in a Service, to which the Service Providers disclaim all responsibility and liability.
- 4.4. While SirenGPS is committed to the ongoing development, improvement and enhancement of the Service(s), the Service(s) is provided on an “as is” basis. Requests for additional features, modifications or upgrades are welcome and may be implemented solely at SirenGPS’s discretion as time and effort allow unless such changes, modifications and/or enhancements are expressly included in the Client’s Service Agreement.
- 4.5. SirenGPS shall make such reasonable changes to the Service(s) necessary to correct program or documentation errors as required subject to the Service Level Agreement.

## 911 RTA SERVICE AGREEMENT TERMS OF SERVICE

- 4.6. The Service Providers will be responsible for supporting access and use of the Service(s) to Client's administrative users and will be responsible for supporting Client's operational use of the Service(s). Client agrees to provide guidance to its Administrators and Users regarding how Client intends to use the Service and in meetings Client's obligations under the Agreement. Client's support to its Users will include, but should not be limited to, answering questions that pertain to Client's protocols for use of the Service(s), diagnosing basic participation problems, and using reasonable efforts to provide solutions. For technical issues, Client shall contact customer support as indicated in the SLA.
- 4.7. The Service Providers retain the right to determine, at their sole discretion, which of them shall be responsible for the provision of specific support services under the SLA.

### **5. REPORTS, REPRESENTATION, DISCLAIMER, WAIVER AND INDEMNIFICATION**

- 5.1. Where appropriate, the Service Providers will deliver to Client or make available through the Service(s) such reports as may be required under this Agreement. The Service Providers may also deliver certain reporting to PSAP and/or other public safety agency participants as required in a PSAP Protocol determined by a PSAP and accepted by the Service Providers.
- 5.2. PSAP Protocols shall identify reporting requirements, delay to be applied to notifications for certain incidents, and any restrictions related to Client participation in the service. It shall be each participating PSAP's responsibility to establish PSAP Protocols and to review them periodically.
- 5.3. Each PSAP and any related public safety entity participating in the service shall be entitled to receive reports that identify Clients who may receive notifications based on information originating from that PSAP. Service Providers will share such information quarterly unless other arrangements are made.
- 5.4. Where Service(s) and/or notifications are provided to the Client in any way related to a participating PSAP or to this Agreement, Client shall agree to hold the Service Providers, PSAP(s) and any related public safety entity harmless for its use, lack of use or discontinuation of use of the Service(s), and to agree that such entities shall have the full benefit of all applicable legal protections, defenses, immunity and/or other recourse to the greatest extent allowed by law.
- 5.5. Client agrees that any PSAP or other public safety agency participating in the Service(s) has thereby satisfied any and all obligation to communicate with Client, except as otherwise required by open records, court order or similar obligations unrelated to this agreement.
- 5.6. Client agrees that no PSAP or other public safety agency participating in the Service(s) has thereby undertaken any obligation which it would not otherwise have, including, but not limited to responding to calls for service.
- 5.7. The Service(s) relies on integration with multiple distinct public safety operations implemented through disparate technical implementations not under the control of the Service Providers. The availability, timeliness and accuracy of notifications may be impacted by operational, technical security or other challenges. Client understands and agrees that the availability, accuracy and timeliness of information provided by the Service(s) shall not be the basis for any claim against the Service Providers nor against any participating PSAP.
- 5.8. Client hereby waives any and all claims, duty or obligation which it might otherwise assert as against the Service Providers, any participating PSAP and related public safety entities and to disclaim any express or implied warranty associated with, related to or arising from the Service(s). Client agrees that the only claim in any way related to the Service(s) that may survive this waiver is for a prorated return funds paid for a period during which the Service(s) is not available, and further, that any such claim for reimbursement can only be brought against the entity(s) in direct receipt of such funds.
- 5.9. SirenGPS shall defend, indemnify and hold any participating PSAP harmless from any third-party or Client claim arising from or directly related to this Agreement.
- 5.10. In the event of a dispute between Client and a third party related to SirenGPS use of intellectual property, SirenGPS agrees to defend and indemnify Client.

## 911 RTA SERVICE AGREEMENT TERMS OF SERVICE

- 5.11. SirenGPS shall maintain insurance for professional liability and/or data security with limits of at least one million dollars (\$1,000,000) applicable to loss or breach of data.
  - 5.12. The Parties represent that they enter into this Agreement with the intent to promote the expanding use of the Service in a reasonable manner and will refrain from any activity or action that may damage the reputation of another Party or the Service(s).
  - 5.13. Each Party agrees not to make any representations or warranties concerning the Service(s) unless such representations and/or warranties are in complete conformity with the content of marketing and sales literature supplied or made available by the Service Providers.
  - 5.14. The Parties each represent that they are in compliance with and shall maintain compliance with all laws and regulations that may be applicable to use of the Service(s). Each Party shall, at its own expense, make, obtain, and maintain at all times during the term of this Agreement, all filings, insurance, registrations, license(s), permit(s) and authorization(s) that may be required.
  - 5.15. Without SirenGPS approval, no Party shall remove, delete or in any other manner alter the intellectual property rights notices related to the Service(s), if any, appearing on or in the Service(s). Service Providers may place a participating PSAP or Client logo under the “partners” or similar page on its website. Service Providers may issue a press release announcing availability of the Service either independently, or jointly with a participating PSAP, unless doing so would represent a security risk. Service Providers may list a Client in relevant marketing materials, subject to Client’s approval of the use of its name, trademarks or logos and compliance with Client’s trademark usage guidelines. Any other usage of a Party’s name, logos or trademarks in material to be disseminated to third parties requires the advance written approval of the owner of such intellectual property. No action taken under this provision shall constitute a representation or warranty of any kind.
- 6. CONFIDENTIALITY, DATA SECURITY AND NON-DISCLOSURE**
- 6.1. To the extent permissible, the terms of this Agreement shall be deemed confidential and may only be disclosed by a Party to the extent required by law, in response to a valid subpoena, court order or discovery request under the authority of a court of competent jurisdiction. This limitation shall not apply to the extent that its application would conflict with disclosure required under public agency open records or similar law or regulatory requirement.
  - 6.2. Information provided by one Party under this Agreement shall be treated as confidential and proprietary and shall not be disclosed by the receiving party to any other party; provided, however, that each Party may disclose such confidential information; **(a)** as required by a court of competent jurisdiction or other governmental body authorized to require disclosure, or as otherwise required by law, provided it makes a reasonable effort to notify the disclosing party in advance, **(b)** in confidence, to its legal counsel, accountants, banks, and current and prospective financing sources and their advisors, or in connection with an actual or proposed merger or acquisition, or **(c)** as needed in connection with the enforcement of its rights under this Agreement. The receiving Party shall only provide such confidential information belonging to another Party to those of its employees, advisors or consultants who have a need to know such information in performing the receiving Party’s duties under this Agreement. This confidentiality requirement shall expressly apply, but is not limited to, information that originates with a PSAP and any related public safety entity when that information is included in a notification sent to Client by the Service(s)
  - 6.3. Where the Service Providers receive information from a PSAP or other entity responsible for receiving emergency communication, potentially sensitive information shall be kept in encrypted form when it is in transit or at rest, taking reasonable precautions to protect the security of such information.
  - 6.4. The Parties understand and agree that each PSAP and any related public safety entity that originates information processed and/or distributed by the Service(s) shall have the authority, at its sole discretion, to establish protocols related to the use of the information that it originates. This authority

## 911 RTA SERVICE AGREEMENT TERMS OF SERVICE

shall include the right to determine which incident codes may be used to generate notifications, to delay or restrict delivery of some or all notifications, to restrict access to specific subscribers, and to exclude a Client from using the Service(s) without notice.

- 6.5. SirenGPS will not knowingly collect, store, or distribute personally identifiable information (PII) from a participating PSAP, except as necessary to operate its business, in the interest of public safety and/or with the consent of the owner of that information, where appropriate, and will employ reasonable efforts to protect such information from disclosure to unauthorized persons or entities. SirenGPS will not release PII without a valid court order from a court of competent jurisdiction.
- 6.6. Service Providers shall have the right to use information consumed by the Service(s) to perform their respective obligations under the Agreement, to carry out operations, and for maintenance, development, research or other activities related to the Service(s). These activities may be performed by SirenGPS or REJIS, each in its own right, together or in association with a research partner, provided that all technical and confidentiality obligations under this Agreement and which are otherwise required by law are met.
- 6.7. Information or other intellectual property developed or derived through processing, analyzing, researching, testing, monitoring or otherwise related to the Service(s) shall be considered confidential "work for hire" owned by SirenGPS.

### 7. RENEWAL, TERMINATION AND OBLIGATIONS THAT SURVIVE TERMINATION

- 7.1. This Agreement will automatically renew for an additional Service Period upon expiration until cancelled.
- 7.2. A Party to this Agreement may terminate its participation in the Service(s) as a Client with thirty (30) day notice to the Service Providers unless otherwise provided in this Agreement. A PSAP may terminate its participation in providing information that makes the Service(s) available in that PSAP's service area at any time without notice. A PSAP may terminate its participation as a Client without withdrawing its participation in making Service(s) available.
- 7.3. A Party may terminate this Agreement at any time if (a) a receiver is appointed for the one or both of the Service Providers, (b) a Service Provider makes an assignment for the benefit of its creditors, (c) proceedings are commenced by or for a Service Provider under any bankruptcy, insolvency, or debtor's relief law, (d) a Service Provider liquidates or dissolves or attempts to do so, (e) a Party assigns or purports to assign its rights or obligations under this Agreement, or (f) a Party commits any other breach of a material obligation hereunder which it fails to cure within 20 days of written notice or immediately if it is by its nature incurable, (g) if the withdrawal of participation in the Service(s) by a PSAP makes Service(s) unavailable where Client is receiving Service(s) at the time of such withdrawal, or (h) where Client is a public entity and insufficient sums are authorized to pay for the Service(s) from dedicated or discretionary funding.
- 7.4. Upon termination of this Agreement, the Client shall cease using the Service(s). Termination does not relieve a Party from fulfilling obligations which survive termination.
- 7.5. The Parties agree that all rights, representations, prohibitions, waivers and obligations arising out of this agreement, other than those directly related to use of and payment for the Service(s) shall survive the date of termination to the full extent supported by applicable law. Upon the termination, each Party will return or destroy confidential information to the originating party. This obligation shall not extend to information that is not confidential, does not constitute intellectual property, or to information that is in the public domain and/or subject to open records access when held by a public entity. Each Party shall retain information or records that it is obligated by law to retain.
- 7.6. Except where the Agreement expressly states that pricing, terms and conditions are guaranteed for more than one twelve month Service Period, SirenGPS may terminate this Agreement, or offer to renew subject Client's acceptance of revised price, terms other details by providing notice to the Client at least 30 days before, or within 30 days after the anniversary of the Effective Date.

## 911 RTA SERVICE AGREEMENT TERMS OF SERVICE

7.7. Where services have been made available without charge to the Client and without third party sponsorship paid on Client's behalf to offset costs associated with the then current Service Period, SirenGPS may cancel this Agreement effective 30 days from notice to Client.

### 8. GENERAL PROVISIONS

- 8.1. This Agreement does not create any agency, joint venture or partnership relationship between the Parties. This Agreement confers no authority to act for or on behalf of a Party, to warrant or to execute agreements on the other Party's behalf, or to represent that it is in any way responsible for the acts or omissions of the other Party.
- 8.2. All notices under this Agreement shall be in writing and shall be deemed to have been duly given, i) within five days from the date they were mailed, by registered mail prepaid, or courier, to the president or general counsel of a party at the above noted addresses, or at such other address as may be given in writing in the future by either party to the other or ii) within one day from the date they were faxed or emailed to the president/CEO or general counsel of the receiving Party, provided a confirmation of receipt is received from the receiving Party.
- 8.3. The Proposal & Service Agreement, together with these Terms and Conditions, and any documents expressly incorporated by reference are integral to the understanding of the Parties and together represent the sole and complete agreement between the Parties (The Agreement). This Agreement supersedes all previous agreements, representations, understandings, negotiations or proposals and may not be altered, amended or modified, except in a writing signed by duly authorized representatives of the Parties.
- 8.4. No Party to this Agreement shall be responsible to the extent that performance is hindered or prevented by circumstances of Force Majeure which are deemed to include war, terrorism, riot, flood, earthquake, pandemic or other natural or man-made catastrophes or national or local government regulations, which is beyond the control of the Parties. The frustrated Party shall notify the other party in writing at the beginning and end of any such circumstance that impairs the frustrated Party's ability to perform. Should an event of Force Majeure continue for at least thirty days, the non-frustrated Party may terminate this Agreement upon five days notice.
- 8.5. Venue for any dispute that should arise under this Agreement is only appropriate in the County of St. Louis in the state of Missouri and the law of Missouri shall apply.