

MONITORING SERVICES ADDENDUM

Company has entered into that certain Master Services Agreement (“**Agreement**”) with RapidSOS to which the terms of this Monitoring Services Addendum (“**Addendum**” or “**Terms**”) are attached.

1. Monitoring Services General Description.

- a. The provisions of this Addendum shall pertain to the delivery of Monitoring Services by RapidSOS. These Terms are affirmed by Company for the benefit of RapidSOS and the RapidSOS partner (i.e., the Central Station) providing the Monitoring Services, and shall be governed by the terms of the Agreement; provided that, in the event of a conflict between these Terms and the terms and conditions of the Agreement, these Terms shall be deemed to control as they pertain to the Monitoring Services only.
- b. To provide the Monitoring Services, Company approves RapidSOS’s wholly owned subsidiary, Assurity Secure, LLC, together with subcontractor Lydia Security Monitoring, Inc. dba Central Office Processing Services, C.O.P.S. Monitoring (“C.O.P.S.”), to serve as the Central Station. RapidSOS (either directly or through Assurity Secure) reserves the right, to change the chosen Central Station at any time. RapidSOS shall give Company thirty (30) days prior notice of any discontinuance or material change of the Monitoring Services, and RapidSOS will then use commercially reasonable best efforts to replace Central Station without cessation of the Monitoring Services.
- c. During the Term of the provision of the Monitoring Services, Central Station will monitor signals transmitted to it, and transmit those signals, including via a monitoring agent, to a public safety answering point or emergency communications center or an emergency contact list provided on behalf of an end user. The workflow(s) related to the provision of the Monitoring Services shall be set forth in the applicable SOW.
- d. *FOR AN ABUNDANCE OF CLARITY, THESE TERMS ARE INTENDED TO COVER THE RANGE OF POTENTIAL MONITORING USE CASES FOR RAPIDSOS’ COMPANIES AND CLIENTS AND THEIR RESPECTIVE CUSTOMERS. IF ANY OF THE USE CASES STATED IN THIS ADDENDUM ARE NOT INCLUDED IN THE WORKFLOWS RELATED TO THE MONITORING SERVICES DESCRIBED IN THE PARTIES’ ORDER, THEN THE PROVISIONS SPECIFIC TO THOSE USE CASES DESCRIBED HEREIN SHALL BE DEEMED NOT TO APPLY.*
- e. In addition to these terms, there are “Subscriber Monitoring Services End User Terms,” which form a part of RapidSOS’s EULA. Prior to providing any of its Customers with the Monitoring Services, Company is required to cause its Customers to understand and comply with the terms of this EULA and its end users (also referred to as Subscribers) to comply with the Subscriber Monitoring Services End User Terms, as part of Company’s EULA Requirement under the Agreement. The Subscriber Monitoring Services End User Terms shall be deemed to be incorporated by reference into this Addendum, the Agreement and into all Orders under which Monitoring Services will be provided, and may be updated from time to time by RapidSOS in its sole and reasonable discretion or as requested by the applicable Central Station. Company acknowledges and agrees that the provisions of this Addendum inure to the benefit of and are applicable to any third party

Central Station engaged by RapidSOS and/or Assurity Secure to provide the Monitoring Services.

2. Subject to the terms and conditions set forth hereinafter, Central Station will perform Monitoring Services for any of the following: electronic security alarm, video, voice or telematics communication system and/or application-based (including mobile phone applications) system and/or or other wearable devices or personal emergency response systems (each, and collectively, "**System**") as an agent of RapidSOS.
3. **Monitoring Services.** Central Station operates a monitoring station(s) ("**Monitoring Station**") for the receipt of audio transmissions, including, without limitation, voice communication, video images and data transmission from, without limitation, Systems; and communication with end users ("**Subscribers**") and others including, but not limited to, police, fire, medical, ambulance, guard, patrol and response service, and other governmental, quasi-governmental, private or volunteer agencies, departments and organizations (collectively, "**First Responders**"), and others identified by Subscribers, such as emergency contacts (collectively, "**Proper Authorities**"), and the Company and Subscribers desire to utilize Central Station for the receipt of (i) audio communication, and/or (ii) electronic data transmissions ("**Signals**"), and/or (iii) video image transmissions from Systems, and (iv) for communication with Subscribers and Proper Authorities. "**Monitoring Services**" mean and consist solely of monitoring service personnel ("**Operator**") communicating electronically with Proper Authorities or calling by telephone the telephone numbers supplied by Company, Subscribers or RapidSOS in writing for Proper Authorities (the "**Call List**") within a reasonable period of time under the circumstances at the Central Station's monitoring facility and the priority of the Signals which are identified in writing ("**Listed Codes**") or video images which, in the Operator's discretion reveal the necessity for Monitoring Services, appear on the Operator's computer screen at the Central Station's monitoring facility, or when voice communication requesting assistance is received by an Operator from Company, Company's premises, or Subscribers. No Monitoring Service shall be rendered for voice communication which does not request assistance or for video images which do not clearly and conspicuously reveal the necessity for Monitoring Service. In the event a Signal is received at the Central Station's monitoring facility which is not a Listed Code, Company agrees that Central Station's sole duty and obligation is for Central Station to log the Signal (the "**Unlisted Code Policy**"). If the premises is located in a jurisdiction requiring a personal verified on-site response ("**Verified Response**") prior to dispatching a First Responder, it is Company's or its applicable Subscriber's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Company or Subscriber, as applicable. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or video images and prior to communicating electronically or by telephone to First Responders or the Call List, Central Station may attempt to telephone the premises or attempt to contact Company or its Subscribers through telephone, electronic mail, text message or other similar means of communication at numbers or addresses provided to Central Station in writing by RapidSOS or Company, as frequently as Central Station deems appropriate to verify the necessity to report the receipt of a Listed Code or video images to First Responders or the Call List, and (b) upon the receipt of an abort code or oral or electronic advice to disregard the receipt of a Listed Code or video images from Company, Subscriber, or any of Subscriber's personal contacts on the Call List, all of whom have Subscriber's authority and consent to direct Central Station to disregard receipt of a listed code, Central Station may refrain from contacting First Responders or the Call List or advise anyone previously notified of a Listed Code or video images

of receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images. Central Station's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to Central Station in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Company acknowledges and agrees that (i) all software, hardware, firmware, codes, signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from the Monitoring Services (collectively, the "IP Property") are the sole and exclusive property of Central Station or RapidSOS, as applicable, and Company has no rights whatsoever in any of the IP Property, and (ii) Central Station or RapidSOS, as applicable, shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively, "Destruction") the IP Property at any time without notice to Company; provided, that upon Company's written request to retain any specific IP Property being received by Central Station prior to the Destruction of the IP Property, Central Station shall use commercially reasonable efforts to store the specific IP Property as requested by Company on the condition precedent that Company pay all fees, costs and expenses related to your request.

4. **Consent to Intercept, Record, Disclose, and Use Contents of Communications.** Company, for itself, and as the authorized agent of its Subscribers, agents, servants, representatives, employees, contractors, officers, and directors (individually and collectively, "**Company Party**"), hereby consents to RapidSOS and/or Central Station intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, wire, oral, electronic, internet, broadband and other forms of transmission or communication to which RapidSOS and/or Central Station and Company or Company Party are parties.
5. **Consent to Call Subscriber and Call List.** Company, for itself and as the authorized agent of each Company Party and each person on Subscriber's Call List from time-to-time, consents to RapidSOS and/or Central Station calling each such person's telephone, cell phone, or other mobile device in connection with the Monitoring Services.
6. **Transmission of Data, Video or Voice.** Company, on its behalf and on behalf of Company Parties acknowledges and agrees that Systems are non-supervised reporting devices. If the transmission medium for delivery of data, video images voice or other audio communications from Company or Company Party to the Monitoring Station is incompatible with the System or is inoperative, circumvented, compromised or interrupted by natural or human causes including, without limitation, the cutting of the telephone line, radio transmission interference, power line surges or outages, internet or broadband problems and internet or broadband provider problems, there is no indication of this fact at the Monitoring Station. Further, Company understands that (i) a video system enables RapidSOS and/or Central Station to view the premises of the Company or a Company Party ("Premises") to the extent a System connected to the Monitoring Station is in use, and (ii) a two-way voice system, if in use at the Premises, enables RapidSOS and/or Central Station to "listen-in" or via the device in use to contact Central Station. Company, for itself and as authorized agent of each Company Party, authorizes and consents to Central Station viewing the transmission of data, video and voice (including "listening-in") at the Premises and the area outside the Premises.
7. **Video Systems.** If the System transmits video images, Company shall (and shall cause relevant

Company Parties to) (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) inform all persons on the Premises that they may be monitored by video; (iii) not use or permit the use of video installed where any Person may have a reasonable expectation of privacy; (iv) use broadband connectivity exclusively to transmit video images from the system; (v) use the video system for security surveillance, management services, and emergency response only; (vi) not use the video system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video system. Company understands and agrees (and shall inform relevant Company Parties and receive their agreement) that (i) a video system enables RapidSOS and/or Central Station to record, store and review images of the interior of the Premises and the area outside of the Premises, to the extent applicable, and (ii) video with audio capability enables RapidSOS and/or Central Station to record, store and review oral communications from in and outside of the Premises. Company hereby agrees, authorizes, and consents, and will cause relevant Company Parties to agree, authorize, and consent, to RapidSOS and/or Central Station recording, storing, and reviewing video images and oral communications transmitted from the video system at the Premises or made part of the System. Monitoring Service in connection with the receipt of video images at Central Station's Monitoring Station consists solely of Operator communicating electronically or calling by telephone the Proper Authorities within a reasonable period of time (and in consideration of the priority of all Signals and video images received by the Central Station's Monitoring Station) after video images which, in the Operator's reasonable discretion, reasonably conspicuously reveal the necessity for Monitoring Service, appear on the Operator's computer screen at the Monitoring Station; provided, that the Operator shall not be required to view the video images more than one time as the video images appear on the Operator's computer screen. Notwithstanding anything in these Terms to the contrary, RapidSOS's and/or Central Station's obligation to perform monitoring service in connection with any Listed Code received from activation of the an alarm/request for assistance or other Signal from the System is conditioned on (i) receipt of video images from the video system related to the Listed Code, and (ii) Operator's determination, pursuant to this Section, of whether to communicate electronically or call by telephone First Responders or other Proper Authorities on the Call List.

8. **Medical Emergency Signal.** Company acknowledges and agrees that RapidSOS's and/or Central Station's sole responsibility upon receipt of a medical emergency signal transmitted from the System is to call by telephone or send an electronic, real-time, data communication to the medical assistance providers listed as Proper Authorities in the relevant Call List. As provided more fully in Section 13 (Limitation of Liability), Company understands and agrees that Central Station, RapidSOS, and their respective representatives are not liable to any third party in connection with, resulting from, related to or as a consequence of failure or improper dispatch of medical assistance providers.
9. **False Alarms.** In the event the System is activated for any reason outside the need for emergency assistance (a "False Alarm"), Company shall be responsible for any fines, fees, costs, expenses and penalties assessed against Company, Central Station, Assurity Secure, RapidSOS, or any of their respective representatives, employees or agents by any court, governmental agency, or municipality in connection with such False Alarm.
10. **PERS Communication Limitations.** The personal emergency response system ("PERS")

equipment, including without limitation any mobile device or fall monitor, is not infallible and the transmission and receipt of communications to or from such equipment may be interrupted or otherwise compromised. The Monitoring Services may rely upon the availability of cellular service and data and the availability of global positioning system (“GPS”) or other location data to operate properly, all of which are provided by a third party that is not controlled by Central Station or RapidSOS. The ability of a mobile device to accurately track a Subscriber’s location is dependent the availability of GPS, cellular network, and/or wireless internet coverage, depending on Subscriber’s location. The device will function only in areas, locations, and buildings where such service is available. If such service is unavailable or unreliable, the device may not accurately reflect a Subscriber’s location (and, in the case of multistory buildings or construction, will not accurately reflect a Subscriber’s location) or, it may not communicate at all with the Monitoring Station. In such event, Central Station may be unable to communicate a Subscriber’s location to a First Responder, and a First Responder may not be able to locate such Subscriber. Use of the 911 emergency services telephone line may enable a Subscriber to reach First Responders in this situation. Company has confirmed that the Subscriber has received and understands the information in this paragraph.

11. Fall Detection. Company is responsible for ensuring that Subscriber understands that fall detection technology does not detect 100% of falls and may activate even when the Subscriber does not fall. In addition, the system must have sufficient battery charge and/or cellular signal strength to transmit information. A Subscriber should always push their help button when they need assistance.

12. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THESE TERMS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATION OF LIABILITY SUPPLEMENT.

IN ADDITION TO THE LIMITATION OF LIABILITY PROVISIONS IN THE AGREEMENT, AS IT PERTAINS SPECIFICALLY TO THE PROVISION OF THE MONITORING SERVICES, COMPANY UNDERSTANDS AND AGREES THAT NONE OF CENTRAL STATION, RAPIDSOS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, “REPRESENTATIVES”) IS AN INSURER; THAT COMPANY CURRENTLY HAS AND SHALL ALWAYS MAINTAIN INSURANCE COVERING COMPANY AND COMPANY PARTIES, INCLUDING, TO THE EXTENT APPLICABLE, COMPANY PARTIES WHO MAY BE ON THE PREMISES, FOR MEDICAL, DISABILITY, LIFE, AND PROPERTY DAMAGE; THAT RECOVERY FOR ALL SUCH LOSS, DAMAGE, COST AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY; AND THAT CENTRAL STATION, RAPIDSOS, AND REPRESENTATIVES ARE RELEASED FROM ALL LIABILITY DUE TO ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE, THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM, BREACH OF CONTRACT, EXPRESS OR IMPLIED, BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO OR MALFUNCTION OF FACILITIES NECESSARY TO OPERATE THE SYSTEM, TRANSMIT ANY SIGNAL, OR OPERATE ANY MONITORING FACILITY.

14. Contractual Limitation of Actions. All suits against Central Station, RapidSOS, or their respective Representatives must be commenced in court within one (1) year after the cause of action has

accrued, without judicial extension of time, or said suit is barred. The time period in this Section is of the essence and must be strictly complied with.