

Master Services Agreement

This RapidSOS Master Services Agreement ("**Agreement**"), entered concurrent with the date that the parties execute any Order or if applicable on the last date that it is signed ("**Effective Date**"), is made by and between RapidSOS, Inc., a Delaware corporation with a principal place of business at 3 Park Avenue, 22nd Floor, New York, NY 10016 ("**RapidSOS**"), and Client.

1. DEFINITIONS

When used in this Agreement, the following capitalized terms shall have the meanings set forth below, with other terms to be defined in the body of the Agreement:

"911 Emergency Connectivity" means the functionality of the RapidSOS Services either as a stand-alone solution or in connection with a Service Integration whereby Client can receive connectivity to 911.

"Additional Data" means data provided from Client to the RapidSOS Emergency Platform to be delivered into 911 and/or to emergency responders.

"Affiliate" means, with respect to any legally recognizable entity, any other such entity Controlling, Controlled by, or under common Control with such entity. For purposes of the foregoing, **"Control"** means direct or indirect: (a) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of such entity; or (b) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity. An entity shall be deemed an Affiliate only so long as such Control exists.

"APIs" means the application programming interfaces made available to Client by RapidSOS to access the RapidSOS Services.

"Change Order" means an Order that is executed for the purpose of making changes to an existing Order.

"Client" means the client that executes this Agreement, together with one or more Orders subject to governance under this Agreement, and may also be deemed to include Client Affiliates, successors-in-interest and/or assigns, subject to compliance with Section 11.4 (Assignment) of this Agreement.

"Client Systems" means any product, service or solution together with any instructions, data (including payloads) or any other inputs that are provided to RapidSOS or are used by Client, directly or through an Affiliate or any Client-designated third party, to which any RapidSOS Service will interface, integrate or to which RapidSOS shall access in order to provide any RapidSOS Service. A general description of the Client Systems will be set forth in the applicable Order.

"Dollars" or "\$" means United States dollars.

"Documentation" means proprietary documentation that a party provides to the other party related to its products or services and/or that may be jointly developed by the parties relative to any Service Integration.

"ECC" means an emergency communications center.

“Emergency Data” means any of the data that may be transmitted by RapidSOS to Client at the request or consent of an ECC through the RapidSOS Emergency Platform.

“Fee(s)” means the fee(s) for the RapidSOS Services, which will be set forth in the applicable Order.

“First Responders” means Persons designated to respond to any emergency, including, without limitation, members of fire departments, emergency medical services (EMS) agencies, law enforcement agencies, and regional response and rescue teams (such as Hazmat and special operations teams).

“Intellectual Property Rights” means any right, title or interest in or to any name, trademark, design, copyright, patent, trade secret, trade name, brand name, logo, label, packaging, title, sign, emblem, insignia, symbol, slogan, other mark, proprietary information, rights of privacy or publicity rights, rights to the graphical user interface, software or other intellectual property rights, or any registration thereof, now or hereafter owned, adopted or used by a party (or any of its Affiliates), whether registered or unregistered.

“Launch Plan” means a plan to be set forth in a statement of work or that is otherwise mutually agreed upon in writing by the parties, which details the timing and/or milestones, if any, necessary to launch the RapidSOS Services either alone or in conjunction with a Service Integration.

“Losses” means any claims, demands, suits, liabilities, damages, judgments, losses and expenses, including, without limitation, reasonable attorneys’ fees and related costs incurred.

“Order” means a binding Order for RapidSOS Services, and will be deemed to include binding documents identified as **“Quote(s)”** or **“Sales Order(s)”** or **“Sales Order Form(s)”** that may be mutually agreed to in a signed writing by the parties or generated from time-to-time on RapidSOS’s portal, and acknowledged and/or accepted by Client.

“Order Effective Date” means the last date that any Order is mutually executed by the parties.

“Person” means any natural person, partnership, association, limited liability company, joint venture, trust, corporation or other form of entity.

“Public Safety Services” means products or services (a) the sole or principal purpose of which is to protect the safety of life, health or property, (b) that are provided (i) by a state or local governmental entity or (ii) by a non-profit organization that is authorized by a governmental entity whose primary mission is the provision of such products or services, and (c) that are not made commercially available to the public by the provider.

“PSAP” means a public safety answering point.

“RapidSOS Emergency Platform” means RapidSOS’s Emergency Platform that in connection with a request for emergency assistance transmits and otherwise makes available Emergency Data to Supported Public Safety Providers and Supported PSAPs.

“RapidSOS Portal” means RapidSOS’s browser-based tool that provides location and Emergency Data to Supported Public Safety Providers.

“RapidSOS Privacy Policy” means RapidSOS’s privacy policy, located at: <https://rapidsos.com/privacy/emergency-related-services-privacy-policy/>.

“RapidSOS Service(s)” means one or more of RapidSOS's programs, platforms, or other

products or services, including the RapidSOS APIs, RapidSOS Emergency Platform and RapidSOS Portal, and may include customized tools that have a combination of features to meet the needs of specific Supported Public Safety Providers and/or Supported PSAPs, the specificity of which will be set forth in one or more Orders to be executed by the parties under this Agreement.

“Service Integration” means the combination of one or more RapidSOS Services with one or more Client Systems.

“SOW” means a statement of work that is executed in conjunction with an Order and is subject to and a part of the terms and conditions of this Agreement.

“Subscription Fee(s)” means the base monthly fees for the provision of the RapidSOS Services.

“Subscription Fee Start Date” means the date that Subscription Fees for the RapidSOS Services will begin, as indicated in each applicable Order.

“Supported Public Safety Providers” or “Supported PSAPS” means Persons providing Public Safety Services (including ECCs and monitoring centers) that are users of the RapidSOS Portal or are users of third party products or services that are integrated with the RapidSOS Emergency Platform or RapidSOS Portal and have configured their own platforms and systems to receive and render Emergency Data from the RapidSOS Emergency Platform or RapidSOS Portal. The identity of such Persons may change from time-to-time without resulting in a change to this Agreement or any Order.

“Term” means the duration of the parties’ agreements and may refer to the overall term of this Agreement or individual term(s) in each Order that are executed under this Agreement.

“Territory” means the geographic areas where the RapidSOS Services will be provided.

2. ORDERING; TERRITORY; LICENSES AND RESTRICTIONS

2.1. Ordering Process. For any of the RapidSOS Services that may be provided under this Agreement, the parties will document their mutual commitment in one or more Orders, each of which shall identify, among other things, the scope and type of RapidSOS Services ordered, the commercial and/or operational terms and conditions related to the RapidSOS Services ordered, together with Fees, the Subscription Fee Start Date, the Term of the RapidSOS Services, and may include an SOW detailing the functional specifications related to a Service Integration and Launch Plan. Upon the mutual execution of the Order, each such Order will be deemed to be incorporated by reference into and governed by this Agreement. For an abundance of clarity, RapidSOS hereby rejects all additional terms or conditions included on any Client form of purchase order or similar documents, and if they appear on Client’s purchase order, they shall be deemed to be void. In the event of a conflict between the terms of any Order and the terms of this Agreement, the terms of the Order will prevail and supersede the terms of the Agreement, solely as they apply to the applicable Order.

2.2. Territory. The Order will identify the extent to which the RapidSOS Services initially are to be provided in the United States and/or Canada, with the understanding that, the following are pre-requisites for the expansion of the RapidSOS Services into additional Territories (**“Expanded Territories”**), as mutually agreed upon by the parties: (i) RapidSOS must have the legal right to provide the RapidSOS Services in the Expanded Territory, and (ii) Public Safety Services with protocols, technical and human capabilities to receive and interact with transmissions from the RapidSOS Services must exist in the Expanded Territory.

2.3. Completion of the Service Integration.

- 2.3.1.** The parties agree that the completion of any Service Integration will take their respective efforts, responsiveness, cooperation and focus to complete. As part of the applicable Order, the parties will execute an SOW as an Annex to the Order ("**Service Integration SOW**" or "**SOW**"), which will set forth their respective roles and responsibilities, and to the degree practicable, identify the steps that are necessary to complete the Service Integration. Each party agrees to use commercially reasonable best efforts to fulfill its respective roles and responsibilities by the dates and/or trigger events set forth in the Service Integration SOW or as otherwise may arise in order to ensure that the RapidSOS Services are ready to launch, as described herein, on time, and commensurate with the prescribed Subscription Fee Start Date set forth in the Order.
- 2.3.2.** The RapidSOS Emergency Platform, which is RapidSOS's standard core platform, is, and will be delivered to Client as-is, and integrated into the Client Systems, if any in accordance with RapidSOS's standard implementation processes and procedures, and as more specifically described in the Service Integration SOW. Additional work and/or modifications to or concerning the RapidSOS Services or the Service Integration, if any, will only be made in accordance with a mutually executed Change Order.
- 2.3.3.** The Subscription Fee Start Date is the date that the Subscription Fees will begin, which is intended to align with the date that the RapidSOS Services are ready to launch in a production environment. RapidSOS will confirm in writing to the Client that the RapidSOS Service(s) are functional, debugged and ready to be released to Client on a commercial basis in a production environment. The parties mutually agree that the Subscription Fee Start Date and the availability of the RapidSOS Services to launch no later than the Subscription Fee Start Date are material terms of this Order, and that, the Subscription Fee Start Date may not be postponed, unless such delay results solely because of an uncured material breach of the Order by RapidSOS (after written notice of breach has been provided by Client and RapidSOS has failed to cure the breach as provided more fully in this Agreement).

2.4. Licenses.

- 2.4.1. License to RapidSOS Service.** Subject to the terms and conditions of this Agreement and during the Term, RapidSOS hereby grants to Client the nonexclusive and nontransferable right to (a) use the RapidSOS Services to access, use, reproduce, distribute, display, transmit and otherwise make available the RapidSOS Services to internal personnel or designated third parties solely in connection with Client's internal use of the RapidSOS Services in the Territory; and (b) use and reproduce all Documentation for the RapidSOS Services solely for Client's internal business purposes to the extent reasonably necessary to support the use of the RapidSOS Services in accordance with the license rights granted in this Section.
- 2.4.2. License to Client Systems.** Subject to the terms and conditions of this Agreement and during the Term, Client hereby grants to RapidSOS the nonexclusive and nontransferable right, solely as reasonably necessary to provide the RapidSOS Services, to (a) access, use, reproduce, distribute, display, transmit and otherwise make available the Client Systems to Persons providing Public Safety Services in the Territory; and (b) use and reproduce all Documentation for the Client Systems.

- 2.5. Software, Platform and/or Systems Restrictions.** Neither party shall (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 of the other party's software services or systems (except to the extent that applicable law prohibits reverse engineering restrictions), (b) 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, the other party's software services or systems (except as necessary for Client to integrate the Client Systems with the RapidSOS Services to make the RapidSOS Services available to Client, and except as otherwise authorized by the other party), or (c) possess or use the other party's software services or systems except as expressly permitted under this Agreement, or allow the transfer, transmission, export, or re-export of the other party's software services or systems 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.
- 2.6. Usage Monitoring.** RapidSOS monitors and collects configuration, performance, usage, and consumption data relating to the use of RapidSOS Services by its clients and their customers, and may monitor Client's use of the RapidSOS Services, in each case, solely as reasonably necessary: (a) to facilitate the delivery of the RapidSOS Services (such as tracking entitlements, providing support, monitoring the performance, integrity, and stability of the RapidSOS Services' infrastructure, and preventing or addressing service or technical issues), (b) to improve the RapidSOS Services and provide anonymized analytics, and (c) to ensure compliance with the terms of this Agreement. Client shall not block or interfere with any such monitoring. Additionally, if requested from Supported PSAPs in the future, the parties may mutually agree in writing to include additional usage monitoring reports to the requesting Supported PSAP. For the avoidance of doubt, Client acknowledges and agrees that RapidSOS may from time to time collect for its internal use in order to facilitate the delivery and maintenance of the RapidSOS Services, configuration, performance, usage and consumption data relating to the use of the RapidSOS Services by Client consisting of: (a) date and time of event; (b) type of operation executed by the flow execution (e.g. SMS, call, 9-1-1 call, telephony events, etc.); (c) total number of success/failed calls; (d) errors raised by execution; and (e) data as necessary to train on or provide or facilitate technical support for the RapidSOS Services or to improve emergency response or the utilization of the RapidSOS Services by Supported Public Safety Providers (collectively, "**Usage Data**"). RapidSOS's use of the Usage Data shall comply with all applicable Data Protection Laws, as provided more fully in Section 7.4 (Compliance with Data Protection Laws).
- 2.7. Updates.** RapidSOS shall be permitted to update and modify the RapidSOS Services, from time to time (in each instance, an "**Update**") without notice to the Client if the Update does not impact the Client Systems or change the manner in which Client interfaces with the RapidSOS Services. RapidSOS will not make changes to the RapidSOS Services, which require modifications to the Client Systems without the Client's prior written approval. If Client approves an Update, which will require additional integration between the RapidSOS Services and the Client Systems, RapidSOS will use commercially reasonable efforts to assist Client with integrating any Update.
- 2.8. Required Consent to Transmit Personal Data.** With respect to the RapidSOS Services, if Client shall transmit to RapidSOS Personal Data, except as expressly permitted by applicable law, Client shall ensure that it obtains requisite consent to transmit Personal Data from the individuals whose data is being transmitted to RapidSOS.

2.9. Transmission and Use of Emergency Data. With respect to Client's use of any Emergency Data that is transmitted by RapidSOS to Client, Client understands and agrees that the transmission of such Emergency Data via the RapidSOS Platform (a) shall only be provided to Client at the request or consent of the ECC/PSAP; and (b) is provided by RapidSOS (i) at no charge; and (ii) in consideration for the benefit to the ECCs/PSAPs that Client has agreed provide in emergency situations in which Client is involved and will be exchanging information to assist the ECC/PSAP in support of Public Safety Services (First Responders or otherwise). In addition, the terms of use of such Emergency Data attached hereto as Exhibit A ("**TOU**") shall apply. RapidSOS may modify the TOU at any time upon advance written notice to the Client if such modification is reasonable determined by RapidSOS to be necessary in order to comply with changes in applicable laws, industry best practices and/or the requirements of any third parties that source any of the Emergency Data that may be provided to Client at the request or consent of the ECC or as RapidSOS otherwise may be permitted to transmit to Client. Notwithstanding anything to the contrary, other than the requirement to comply with applicable laws, and as otherwise provided in Section 2.8 (Required Consent to Transmit Personal Data), the restrictions in this Section and in the TOU shall not apply to any data that is sourced by Client or otherwise obtained by Client other than through Client's use of and access to the RapidSOS Services or RapidSOS Emergency Platform.

2.10. Support; Service Level Agreement.

2.10.1. Support. Each party shall be responsible for supporting its own products and services. To the extent that there are errors, bugs, or other issues arising from or related to the Service Integration, the parties shall in good faith work collaboratively to fix and solve the error, bug, or other issue.

2.10.2. Service Level Agreement. The service level agreement ("**SLA**"), which is attached hereto as Exhibit B shall apply to all of the RapidSOS Services that are provided under this Agreement and any Orders; provided that, to the extent that a separate SLA is attached to any Order, then the SLA for that Order will supersede the SLA that is attached to this Agreement.

2.11. Roles and Responsibilities of Client. Client shall provide access and resources to support integration of the RapidSOS Services with the Client Systems. Client shall assign an adequate number of Client personnel to perform the services necessary for the successful provision of the Service Integration. Client shall comply with all laws, regulations, rules, and orders applicable to the actions of Client contemplated under this Agreement. To the extent applicable, Client is responsible for the accuracy of the information transmitted to the RapidSOS Emergency Platform and will take commercially reasonable actions to adequately vet any such information transmitted to the RapidSOS Emergency Platform; it being understood that RapidSOS is not responsible for the accuracy of such information.

2.12. Roles and Responsibilities of RapidSOS. RapidSOS shall (a) provide all resources reasonably necessary to support the Service Integration and the ongoing RapidSOS Services, (b) make the RapidSOS Services and associated services available to the relevant Client developers and employees, and (c) comply with all laws, regulations, rules, and orders applicable to the actions of RapidSOS contemplated under this Agreement.

2.13. Privacy Policy. RapidSOS will retain data in accordance with the RapidSOS Privacy Policy. Except as may otherwise be provided in this Agreement or subsequently mutually

agreed to by the parties, RapidSOS will manage data in accordance with the RapidSOS Privacy Policy.

3. FEES AND PAYMENT TERMS

- 3.1. Fees and Payment Terms.** In consideration for the rights granted in this Agreement, starting on the Subscription Fee Start Date, Client agrees to pay the Fees set forth in the Order in accordance with the billing periods set forth in the Order. Unless otherwise expressly set forth in the applicable Order, all amounts invoiced under an Order are due within thirty (30) days from the date of the invoice. Except as otherwise set forth herein, Client's obligation to pay the Fees is non-cancellable and all payments made by Client are non-refundable. Payments made by wire transfer must include the bank information provided by RapidSOS.
- 3.2. Delinquent Payments.** Delinquent Fee payments required pursuant to this Agreement may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Client will be responsible for all reasonable expenses (including attorneys' fees) incurred by RapidSOS in collecting such delinquent amounts. If Client is delinquent on payments, access to the RapidSOS Services may be suspended if delinquent payment continues for a period of 5 days following RapidSOS written notice or terminated for breach under Section 10.2 (Termination).
- 3.3. Taxes.** For the avoidance of doubt, the Fees set forth above are exclusive of all federal, state, municipal, or other government excise, sales, use, value-added, gross receipts, or other taxes now in force or enacted in the future, and Client will pay any such tax (excluding taxes on either party's net income, property or franchise taxes) that Client may be required to collect or pay now or at any time in the future with respect to such Fees. RapidSOS shall collect such taxes on invoices from Client in accordance with all applicable laws and regulations. Prior to the issuance of any invoices, and as part of the onboarding of Client, to the extent that Client requests a tax exemption, Client shall provide to RapidSOS its sales tax exempt verification.

4. WARRANTY AND WARRANTY DISCLAIMER

- 4.1. Warranty.** The parties shall perform their respective services 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) NEITHER PARTY MAKES ANY 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) EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, AND ACCURACY AND, (c) NEITHER PARTY WARRANTS 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, EXCEPT AS PROVIDED UNDER APPLICABLE LAW. CLIENT 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 UTILIZE THE INFORMATION PROVIDED. FURTHER, CLIENT UNDERSTANDS AND AGREES THAT NOT ALL EMERGENCY SERVICE PROVIDERS HAVE ACCESS TO THE RAPIDSOS SERVICES AND THE RAPIDSOS SERVICES

MAY NOT BE UTILIZED BY EMERGENCY SERVICE PROVIDERS THAT DO HAVE ACCESS THERETO AND RAPIDSOS DOES NOT GUARANTY NOTIFICATION OF ALL EMERGENCY INCIDENTS OCCURING WITHIN CLIENT'S GEOSPATIAL OBJECT AREA.

5. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY OF THE FOLLOWING TYPES OF LOSS OR DAMAGE ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE CLIENT SYSTEMS, THE SERVICE INTEGRATION, THE RAPIDSOS SERVICES OR OTHER SERVICES: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ANTICIPATED SAVINGS, GOODWILL, OR REVENUE; OR (B) ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES). IN NO EVENT WILL A PARTY'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNT PAID BY CLIENT 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) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS IN SECTION 7 (CONFIDENTIALITY; DATA PRIVACY COMPLIANCE), (II) A PARTY'S LIABILITY RESULTING FROM ITS FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT, (III) DAMAGES ARISING OUT OF A PARTY'S INFRINGEMENT OF ANY OTHER PERSON'S INTELLECTUAL PROPERTY RIGHTS, (IV) A PARTY'S INDEMNIFICATION OBLIGATIONS TO THE OTHER PARTY, OR (V) CLIENT'S OBLIGATIONS TO PAY RAPIDSOS FOR ALL AMOUNTS DUE AND OWING UNDER THIS AGREEMENT.

6. INTELLECTUAL PROPERTY AND MARKETING

6.1. Intellectual Property of RapidSOS. RapidSOS owns all, and Client acquires no right, title, and interest in and to the RapidSOS Services, including any alterations, adjustments, and all improvements, enhancements, and derivatives thereof, including all associated Intellectual Property Rights found therein. Client will not knowingly act to jeopardize, limit, or interfere in any manner with RapidSOS's ownership of and rights with respect to the RapidSOS Services. If Client provides any feedback to RapidSOS concerning the functionality and performance of the RapidSOS Services, Client hereby assigns to RapidSOS all right, title, and interest in and to the feedback, and RapidSOS is free to use the feedback without payment or restriction.

6.2. Intellectual Property of Client. Client owns all, and RapidSOS acquires no right, title, and interest in and to the Client Systems, and any alterations, adjustments, and all improvements, enhancements, and derivatives thereof, including all associated Intellectual Property Rights found therein. RapidSOS will not knowingly act to jeopardize, limit, or interfere in any manner with Client's ownership of and rights with respect to the Client Systems. If RapidSOS provides any feedback to Client concerning the functionality and performance of the Client Systems (including identifying potential errors and improvements), RapidSOS hereby assigns to Client all right, title, and interest in and to the feedback, and Client is free to use the feedback without payment or restriction.

6.3. Marketing

6.3.1. The parties may mutually agree upon joint marketing efforts, which may include the use of pre-approved marketing language ("**Pre-Approved Marketing Language**"). Other than with respect to Pre-Approved Marketing Language, each party shall obtain the other party's prior written consent to use the other party's name or logo in any advertising, marketing, and other materials discussing or describing the RapidSOS

Services to be provided to Client under this Agreement prior to any release of such materials to the public.

6.3.2. Subject to Section 6.3.1, each party gives the other party permission to use its logo(s) in the other party's marketing, advertising, and selling materials and Documentation, including, but not limited to, the other party's website, social media channels, and on various marketing collateral, as set forth in the Pre-Approved Marketing Language or any such marketing materials that subsequently may be mutually agreed to or approved by the parties; provided that, each party agrees that it will not (a) engage in any deceptive, misleading, illegal, or unethical practices, (b) make any representations, warranties, or guarantees concerning the other party's stand-alone services or solutions or the Service Integration that are inconsistent with or in addition to those explicitly approved by the other party in writing.

7. CONFIDENTIALITY; DATA PRIVACY COMPLIANCE

7.1. Use of Confidential Information. All Confidential Information relating to a party (the **"Disclosing Party"**) shall be held in confidence by the other party (the **"Recipient"**) to the same extent and with at least the same degree of care as the Recipient protects its own confidential or proprietary information of like kind and importance, but in no event using less than a reasonable degree of care. **"Confidential Information"** of the Disclosing Party includes all information obtained by Recipient that (a) given its nature and context, should reasonably be deemed confidential, (b) is generally unavailable to the public, (c) has material economic value or potential material economic value to the Disclosing Party's present or future business, or (d) has been marked "confidential" or other similar designation. Recipient may use the Disclosing Party's Confidential Information solely to carry out the obligations and business relationship set forth in this Agreement. Recipient will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Disclosing Party's Confidential Information. In addition, Recipient shall not disclose, duplicate, publish, release, transfer or otherwise make available Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's written consent or as otherwise provided in this Agreement. Recipient shall, however, be permitted to disclose relevant aspects of Disclosing Party's Confidential Information as required by law and to its Affiliates, officers, members, directors, investors and potential investors, agents, employees and permitted subcontractors (collectively, **"Representatives"**) to the extent that such disclosure is necessary for the performance of Recipient's duties and obligations under this Agreement and to those who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. For the avoidance of doubt, any shapefile, PSAP jurisdictional boundary, or other information about or from public safety answering points or Supported PSAPs is considered a trade secret of RapidSOS and shall be treated with the highest confidentiality if disclosed to Client. Recipient may disclose Disclosing Party's Confidential Information if required by law so long as the Recipient party gives the Disclosing Party prompt written notice of the requirement prior to the disclosure and assistance in obtaining an order, at the requesting party's sole expense, protecting the information from public disclosure, as allowed under applicable law. Each party will reproduce the other party's proprietary rights notices on any approved copies.

7.2. Exceptions. Recipient's obligations under Section 7.1 (Use of Confidential Information) with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (a) was already known to Recipient at the time of disclosure by the Disclosing Party, (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions, (c) is, or through no fault of

Recipient (or its Representatives), has become, generally available to the public, or (d) was independently developed by Recipient without access to, or use of, the Confidential Information.

- 7.3. Unauthorized Acts.** Recipient shall: (a) notify Disclosing Party promptly of any material unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information of the Disclosing Party by any person or entity that may become known to Recipient, (b) promptly furnish to Disclosing Party the details of such unauthorized possession, use or knowledge, or attempt thereof, and assist in investigating or preventing any recurrence, and (c) cooperate with Disclosing Party in litigation and investigation against third parties reasonably deemed necessary by Disclosing Party. Disclosing Party will reimburse reasonable out-of-pocket expenses incurred by Recipient resulting from compliance with this Section.
- 7.4. Compliance with Data Protection Laws.** Each party will comply with any applicable data protection and privacy laws existing in all jurisdictions in which RapidSOS Services are performed ("**Data Protection Laws**"), and, to the extent applicable, with the parties data processing addendum ("**DPA**"). In addition to the provisions of the DPA, generally the parties agree that the provision of the RapidSOS Services may involve the collection, processing, storage or recording of certain "**Personal Data**" or "**Personal Information**" (as defined by applicable Data Protection Laws and referred to collectively herein as "**Personal Data**") of other individuals ("**Data Subjects**"). Where applicable under the relevant Data Protection Laws, the parties acknowledge RapidSOS acts as a "**Data Processor**" in relation to the Personal Data it processes on Client's behalf and Client remains the "**Data Controller**" with respect to the Personal Data of its Data Subjects. As such, RapidSOS hereby undertakes that it will: (i) use Personal Data only to provide and administer RapidSOS Services as outlined in the RapidSOS Privacy Policy; (ii) process the Personal Data in accordance with Client's instructions (unless it determines the requested processing of any Personal Data to violate any relevant Data Protection Laws); (iii) implement appropriate security measures designed to provide a commercially reasonable level of protection of the Personal Data; (iv) implement and maintain commercially reasonable technical and organizational measures, insofar as is possible, for the fulfillment of Client's obligations to respond to requests by Data Subjects; (v) take commercially reasonable steps to destroy or permanently de-identify Personal Data when it no longer is necessary to retain it; and (vi) ensure that its employees authorized to process Personal Data are bound to appropriate confidentiality obligations and (vi) refrain from sharing Personal Data with any third parties except those Supported Public Safety Providers as contemplated under this Agreement, who are the intended recipients of the Personal Data and under their own obligations to use the Personal Data expressly to assist the public in emergency situations; and (vii) will not market or sell the Personal Data. Personal Data may be collected, processed and/or stored by RapidSOS or its third-party suppliers in the United States of America, the United Kingdom, the European Union, the European Economic Area and the rest of the world. Client represents and warrants it has a valid lawful basis for Client to process the Data Subjects' Personal Data in connection with the RapidSOS Services in accordance with applicable Data Protection Laws and will fully indemnify and defend RapidSOS in the event the basis to process any Personal Data shared by Client is challenged.
- 7.5.** Client agrees that it shall not use, store, either for itself or for others, any Emergency Data that may be transmitted to Client other than for the purposes of facilitating emergency assistance as contemplated herein. However, nothing herein is intended to restrict Client from processing data that is independently collected and used by Client for its own business purposes.

7.6. Equitable Remedies. Each party hereto acknowledges and agrees that the remedy at law for any breach, or threatened breach of any of the provisions of this Section 7 (CONFIDENTIALITY; DATA PRIVACY COMPLIANCE) by such party (the “Breaching Party”) may be inadequate and, accordingly, each party hereto covenants and agrees that the other party hereto (the “Non-breaching Party”) shall, in addition to any other rights or remedies which the Non-Breaching Party may have, be entitled to such equitable and injunctive relief as may be available from any court of competent jurisdiction to prevent the Breaching Party from violating any of the provisions of this Section 7. Such right to obtain injunctive relief may be exercised, at the option of Non-Breaching Party, concurrently with, prior to, after, or in lieu of the exercise of any other rights or remedies which the Non-Breaching Party may have as a result of any such breach or threatened breach.

7.7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information and all copies of them will be and remain the property of the Disclosing Party. Upon the Disclosing Party’s request, the Recipient will promptly deliver to the Disclosing Party, or destroy, at the Recipient’s discretion, all Confidential Information, without retaining any copies; provided, however, (i) each party shall be permitted to retain copies of the other party’s Confidential Information solely for archival, audit, disaster recovery, legal, and/or regulatory purposes, and (ii) neither party will be required to search archived electronic back-up files of its computer systems for the other party’s Confidential Information in order to purge the other party’s Confidential Information from its archived files; provided further, that any Confidential Information so retained will (x) remain subject to the obligations and restrictions contained within this Agreement, (y) will be maintained and retained in accordance with applicable law and industry practices, and (z) the retaining party will not use the retained Confidential Information for any other purpose.

8. NON-EXCLUSIVITY

This Agreement is non-exclusive to the parties and is not intended in any way to limit either party’s right to engage with other third parties to provide or receive similar services.

9. INDEMNIFICATION

9.1. RapidSOS Indemnity

9.1.1. Defense and Indemnification. RapidSOS shall defend and hold harmless Client and its officers, directors, managers, shareholders, members, partners, employees, and their respective heirs, executors, administrators, successors and permitted assigns (collectively, the “**Client Indemnified Parties**”) against any Losses incurred by any of the Client Indemnified Parties arising from third parties, and indemnify the Client Indemnified Parties from the resulting costs and damages finally awarded against them to such third party by a court of competent jurisdiction or agreed to in settlement, which are based on or caused by (a) RapidSOS gross negligence, fraud, breach of law, or willful misconduct, or (b) RapidSOS Services infringing the Intellectual Property Rights of such third party (“**RapidSOS Infringement Claim**”).

9.1.2. Remedies. If the RapidSOS Services become, or in RapidSOS opinion are likely to become, the subject of a RapidSOS Infringement Claim, RapidSOS shall, at its option and expense, do one of the following: (a) procure for Client the right to make continued use of the affected RapidSOS Services, (b) replace or modify the affected RapidSOS Service

or API to make it non-infringing, or (c) terminate this Agreement and refund any prepaid Fees paid by Client.

- 9.2. Client Indemnity.** Client shall defend and hold harmless RapidSOS and its officers, directors, managers, shareholders, members, partners, employees, heirs, executors, administrators, successors and permitted assigns (collectively, the **“RapidSOS Indemnified Parties”**) from and against any Losses incurred by any of the RapidSOS Indemnified Parties arising from third parties, and indemnify the RapidSOS Indemnified Parties from the resulting costs and damages finally awarded against them to such third party by a court of competent jurisdiction or agreed to in settlement, which are based upon or caused by (a) Client's gross negligence, fraud, breach of law, willful misconduct, or (b) the Client Systems infringing the Intellectual Property Rights of such third party (**“Client Infringement Claim”**),
- 9.3. Procedures.** The party entitled to indemnification under this Agreement (each an **“Indemnified Party”**) shall: (a) give the party from whom indemnification is sought (the **“Indemnifying Party”**) prompt written notice of the claim (except that any delay in providing any such notice will only excuse Indemnifying Party's defense and indemnification obligations to the extent the Indemnifying Party is materially prejudiced or damaged by such delay), (b) grant the Indemnifying Party full and complete control over the defense and settlement of the claim (provided such settlement releases the Indemnified Party of all liability and damages and does not restrict any subsequent business activity of the Indemnified Party or involve an admission of guilt or responsibility of any Indemnified Party); provided that the Indemnified Party may participate in the defense and settlement of the claim at its own expense to the extent the Indemnified Party's counsel coordinates with the Indemnifying Party's counsel, and (c) reasonably assist the Indemnifying Party with the defense and settlement of the claim as the Indemnifying Party may reasonably request. To the extent that an Indemnifying Party's participation in acts and/or omissions that give rise to an indemnification obligation hereunder are not the sole cause of damages, then the Indemnifying Party's obligations shall be deemed to be a pro-rata portion of the overall damages incurred in accordance with the determination by a court of competent jurisdiction or agreed to in settlement as to the Indemnifying Party's proportional contribution causing and/or giving rise to overall damages assessed. Except in the event that the Indemnifying Party fails to indemnify an Indemnified Party as required under this Section, in no event will an Indemnified Party settle a claim for which the Indemnifying Party is liable without the prior written approval of the Indemnifying Party.
- 9.4. Exclusions.** Notwithstanding anything to the contrary, neither party will have any obligation under Sections 9.1.1(b). or 9.2(b) (i.e., defense and indemnification for Intellectual Infringement) or otherwise with respect to any RapidSOS Infringement Claim or Client Infringement Claim (hereinafter, an **“Infringement Claim”**) based on: (a) combination of the Indemnifying Party's products or services with products, content, or business processes of the other party or any third party for a purpose or in a manner not permitted by this Agreement, (b) use of the Indemnifying Party's products or services for a purpose or in a manner not permitted by this Agreement; or (c) in the case where RapidSOS is the indemnifying party: (i) the Indemnifying Party's products or services provided on a no-charge basis, or (ii) to the extent that the infringement is caused by any instructions, data (including payloads) or any other inputs that are provided to RapidSOS or are used Client, directly or through an Affiliate or any Client-designated third party, to which any RapidSOS Service will interface, integrate or to which RapidSOS shall access in order to provide any RapidSOS Service. Except for the indemnification obligations set forth herein, and Section 9.1.2 (Remedies) as it pertains to a RapidSOS Infringement Claim, the provisions of this Section 9 set forth a party's sole and exclusive remedy, for any Infringement Claim.

10. TERM AND TERMINATION

10.1. Term. The provisions related to the length of the initial Term for each Order are set forth in the Order. The initial Term of each Order shall automatically renew for additional periods of the same length (each, a “**Renewal Term**”), unless either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the expiration of the then current Term.

10.2. Termination. Either party may terminate this Agreement upon written notice to the other party (the “**Non-Terminating Party**”) if: (a) the Non-Terminating Party breaches any provision of this Agreement, including, but not limited to, failure to comply with the terms of the Order (including any representations, warranties, covenants, and obligations therein), and does not cure the breach within 30 days after receiving written notice thereof, (b) the Non-Terminating Party commits a material breach of any provision of this Agreement that is not capable of being cured, (c) the Non-Terminating Party becomes insolvent or unable to pay its debts in the ordinary course of its business, (d) a voluntary petition under applicable bankruptcy or other insolvency law is filed by the Non-Terminating Party, (e) a receiver is appointed for the business affairs of the Non-Terminating Party or the Non-Terminating Party makes an assignment for the benefit of creditors, (f) any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or other insolvency law is instituted against the Non-Terminating Party that is not dismissed within forty-five (45) days thereafter, or (g) the Non-Terminating Party liquidates or ceases doing business as a going concern.

In addition, either party shall have the right, in its sole and reasonable discretion, to immediately terminate the Agreement or suspend the effected RapidSOS Service if (x) the other party has committed a breach of this Agreement that is incapable of cure, or (y) any act or omission of the other party threatens to compromise the health and/or safety of the public or the security or integrity of the other party’s services, systems or other property.

10.3. Payment Upon Termination. If this Agreement is terminated by Client in accordance with Section 10.2 (Termination), RapidSOS will refund to Client any prepaid Fees covering the remainder of the Term for RapidSOS Services that have not been rendered prior to the as of the effective date of termination. If this Agreement is terminated by RapidSOS in accordance with Section 10.2 (Termination) or terminated by Client for any reason other than as may be permitted by Section 10.2 (Termination), (a) Client shall be liable to RapidSOS for the remaining total commitment of Subscription Fees as set forth in the Order, covering the remainder of the Term, and (b) for the avoidance of doubt, no refunds or credits for any charges or other Fees or payments will be provided to Client. In no event will RapidSOS’s termination for cause pursuant to Section 10.2 (Termination) relieve Client or Client’s obligation to pay any charges, Fees, or other payments, which are payable to RapidSOS for the period prior to the effective date of termination.

10.4. No Liability for Termination. Except as expressly required by law, if either party terminates this Agreement in accordance with any of the provisions of this Agreement, neither party will be liable to the other because of such termination for compensation, reimbursement, or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases, or commitments in connection with the business or goodwill of RapidSOS or Client. Termination will not, however, relieve either party of obligations incurred prior to the effective date of the termination.

10.5. Effect of Termination or Non-Renewal. Upon termination or the non-renewal of this Agreement, (a) except as otherwise provided in Section 10.6 (Wind-down Period), Client shall

immediately cease all use of the RapidSOS Services; (b) if this Agreement is not renewed or is terminated by RapidSOS in accordance with Section 10.2 (Termination), (i) Client shall promptly (but no later than thirty (30) days following the effective date of the termination or expiration) pay RapidSOS any and all unpaid amounts owed to RapidSOS under this Agreement as provided more fully in Section 10.3; (c) subject to Section 7.7 (Return of Materials), each party shall promptly cease using and destroy or return to the other party all items that contain any Confidential Information of the other party; and (d) any provisions of this Agreement that reasonably should survive termination or expiration of the Agreement will so survive.

10.6. Wind-down Period. At least thirty (30) days prior to the date of termination or expiration of this Agreement or any Order, at the written request of Client, subject to payment in full by Client to RapidSOS of all outstanding amounts due, together with the continued payment of all applicable Fees incurred during the Wind-down Period (as defined hereinbelow) in accordance with the applicable payment provisions of the Order and this Agreement, RapidSOS will extend the RapidSOS Services for an additional period of up to ninety (90) days after the planned termination date ("**Wind-down Period**"), to give Client additional time to wind down and transition the RapidSOS Services ("**Wind-down Services**"). In addition to Client's ongoing payment obligations as described hereinabove, the Wind-down Services during the Wind-down Period shall be subject to the following: (a) the Wind-down Services will continue to be governed by the terms and conditions of this Agreement; (b) RapidSOS will not be required to provide Wind-down Services if this Agreement is terminated by RapidSOS as a result of failure by Client to pay any amounts due under this Agreement; and (c) Client will not expand the scope of the RapidSOS Services in effect immediately before the Wind-down Period begins.

10.7. Mutual Termination. The parties may also mutually agree in writing to terminate this Agreement or any Order. In such event, the disposition of Fees paid or owed, together with any Wind-down Services for a specified Wind-down Period, shall be subject to mutual agreement and set forth in the parties' written termination agreement.

11. GENERAL PROVISIONS

11.1. Independent Contractor Relationship. RapidSOS and Client are independent contractors, and this Agreement will not be construed to determine that a party is a partner, joint venturer, agent or fiduciary of the other party, to create any other form of legal association that would impose liability on one party for the act or failure to act of the other party, or to provide either party with the right, power or authority (express or implied) to create any duty or obligation of the other party. Under no circumstances will any employees, agents or contractors of one party be deemed the employees of the other party for any purpose. Each party will bear responsibility for its own employees, agents or contractors, including terms of employment, wages, hours, tax withholding, required insurance, and daily direction and control.

11.2. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be severed, and the remaining provisions of this Agreement will nevertheless be given full force and effect.

11.3. Notice. All notices will be either: (i) (a) sent to the address and attention of the party's contact specified in the applicable Order(s), (b) delivered by hand, via US Mail (postage prepaid, certified, or registered, return receipt requested), or via an international express delivery service, and (c) deemed given upon delivery, as evidenced by written receipt or by the

records of the delivery agent or (ii) sent via email to the management level person that is the other party's contact for primary business matters at the email address indicated on the signature block for such party. Notwithstanding the following, this subsection (ii) is not available as a means to provide notice for any notice requirement set forth in Section 9 (INDEMNIFICATION). Addresses for notice may be changed by a party providing notice to the other party per the terms of this Section.

11.4. Assignment. Neither party may assign this Agreement or otherwise transfer or delegate any of its rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that each party may assign this Agreement, without consent of the other party, to (a) any Affiliate of such party, (b) any business organization resulting from the consolidation or merger of such party with or into another entity, (c) any person or entity which acquires a majority of such party's issued and outstanding capital stock or substantially all of such party's assets, or (d) another successor-in-interest by law (e.g., in the event of a name change via filing of certificate of amendment to a party's organizational articles or the use of a "dba") (collectively "**Permitted Assignment**"). For any Permitted Assignment of this Agreement, the assigning party will provide the other party with written notice of the Permitted Assignment and upon receipt by the other party of the written notice, the Permitted Assignment will be deemed to be completed without the requirement to amend this Agreement. Any other assignment requiring the prior written consent of the other party shall be evidenced in writing to be mutually agreed to by the parties. Any attempted assignment in violation of this Section will be void. Subject to the foregoing, this Agreement will inure to the benefit of and will be binding upon the permitted successors and assigns of the parties.

11.5. General Representation and Warranties. Each party hereby represents and warrants to the other party that: (i) it has all necessary right, power and authority to execute, deliver and perform this Agreement, (ii) the execution, delivery and performance of this Agreement by it does not and will not contravene, violate, or constitute a default under applicable law, or any agreement or instrument to which it is a party or is otherwise subject, (iii) there is not any pending or threatened material litigation, proceeding or investigation before any court or governmental agency, federal, state or local, which impacts or might impact the validity of this Agreement or any actions taken or to be taken by it pursuant hereto, (iv) it is and will be in compliance in all material respects with all applicable law, and (v) it is not and will not be in default with respect to any judgment, order, injunction or decree of any court, administrative agency or other governmental authority in any respect material to this Agreement.

11.6. Records and Audit Rights. During the Term and for a period of three (3) years thereafter, Client shall maintain complete, clear and accurate records to evidence Client's compliance with this Agreement. During the period in which Client is obligated to maintain such records, RapidSOS, or its third-party auditor (collectively, the "**Auditor**"), may, upon reasonable notice to Client, audit such records to verify that Client has paid all applicable Fees and costs owed hereunder to RapidSOS and otherwise has complied with the terms of this Agreement. The Auditor may conduct no more than one (1) audit in any twelve (12) month period; audits may only be conducted during the Client's normal business hours, and the Auditor shall use commercially reasonable efforts to minimize the disruption of Client's normal business activities. Client shall reasonably cooperate with the Auditor and shall promptly pay directly to RapidSOS any underpayments revealed by such audit. Client shall promptly reimburse RapidSOS for all reasonable costs and expenses incurred by RapidSOS for such audit if: (a) such audit reveals an underpayment by Client of more than five percent (5%) of the Fees payable by Client to RapidSOS for the period audited; or (b) such audit reveals Client has materially failed to maintain

records necessary for the Auditor to verify that Client has paid all applicable Fees and costs owed hereunder to RapidSOS and otherwise has complied with the terms of this Agreement.

- 11.7. Force Majeure.** Neither party will be deemed in breach for any cessation, interruption, or delay in the performance of its obligations (except with respect to any payment obligations or any violations or breaches of a party's Intellectual Property Rights or rights with respect to the protection or use of its Confidential Information) due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, power failure, network interruptions or outages in telecommunications or the Internet, labor controversy, civil disturbance, terrorism, or war (whether or not officially declared).
- 11.8. Amendment/Waiver.** This Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representatives of both parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the party making the waiver. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- 11.9. Governing Law.** All disputes, claims, or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby will be governed by and construed in accordance with the laws of the State of New York without regard to its rules of conflict of laws. Each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in New York, New York in connection with any dispute arising out of or in connection with this Agreement, and the parties irrevocably waive all objections to such courts as an improper venue or as an inconvenient forum.
- 11.10. Waiver of Jury Trial and Class Action** Each party waives its right to a jury trial and to pursue any claim or action on a class or consolidated basis or in a representative capacity in any court action arising among the parties under this agreement or otherwise related to this agreement, whether made by claim, counterclaim, third party claim or otherwise. The agreement of each party to waive its right to a jury trial and right to pursue any claim or action on a class or consolidated basis or in a representative capacity will be binding on its successor and assignees.
- 11.11. Entire Agreement.** This Agreement, including its Exhibits, Addenda, and Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between parties and all prior agreements with respect to such subject matter, including, without limitation, any former non-disclosure agreement(s), letter(s) of intent (or similar documents), and there are no inducements to enter into this Agreement which are not set forth herein.
- 11.12. Counterparts.** This Agreement may be executed in counterparts (which may be scanned, faxed or electronically signed copies), each of which will be deemed an original and will constitute the same instrument.
- 11.13. Currency.** All payments, costs, Fees, and any dollar amounts expressed in this Agreement and any attachments hereto refer to Dollars.

This Agreement may be made effective if it is included in a link to an Order executed by the parties or if it is evidenced by signature of the parties' respective duly authorized representatives below:

RAPIDSOS, INC.

[FULL CORPORATE NAME OF CLIENT]

.....
(signature)

.....
(signature)

.....
Indranil Chatterjee,
Chief Revenue Officer

.....
(print name & position)

Date:

Date:

EXHIBIT A
EMERGENCY DATA TERMS OF USE

1. Overview

The RapidSOS Service provides an additional avenue for Client to communicate with and receive certain information from Emergency Service Providers and Notification Providers regarding safety, emergency response services, public health, and other services, as well as additional ancillary data to which RapidSOS may have access and have the right to share with Client.

“Emergency Service Providers” are safety or emergency response providers, including, without limitation, 9-1-1 or equivalent fire, police, emergency medical, emergency management (i.e., First Responders), campus safety officials, public health services, or a monitoring service or central station.

“Notification Providers” are entities that use the RapidSOS Service to send emergency and general interest notifications and updates.

2. Required and/or Prohibited Conduct. BY USING THE RAPIDSOS SERVICE CLIENT AGREES NOT TO:

- a. process Emergency Data for any reason other than to provide reasonable services in support of the actual emergency incident (**“Emergency Incident”**) pursuant to which the Emergency Data has been shared;
- b. use the RapidSOS Platform or the RapidSOS Service or any of the Emergency Data to which Client has access via the RapidSOS Platform or the RapidSOS Service for any illegal purpose or in violation of any local, state, national, or international law;
- c. violate or encourage others to violate any right of a third party, including by infringing or misappropriating any third party intellectual property right;
- d. post, upload, or distribute content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate;
- e. interfere with security-related features of the RapidSOS Platform or the RapidSOS Service, including by: (a) disabling or circumventing features that prevent or limit the use or copying of any content; or (b) reverse engineering or otherwise attempting to discover the source code of any portion of the RapidSOS Platform or the RapidSOS Service except to the extent that the activity is expressly permitted by applicable law;
- f. interfere with the operation of the RapidSOS Platform or the RapidSOS Service or any other user’s enjoyment of the RapidSOS Platform or the RapidSOS Service, including by: (a) uploading or otherwise any disseminating virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the RapidSOS Platform or the RapidSOS Service; (c) attempting to collect, personal information about another user or third-party without appropriate authorization; or (d) interfering with or disrupting any network, equipment, or server connected to or used to provide the RapidSOS Platform or the RapidSOS Service, or violating any regulation, policy, or procedure of any network, equipment, or server; perform any fraudulent activity, including impersonating any person or entity, claiming a false affiliation, accessing any other RapidSOS Service or RapidSOS Platform account without permission;
- g. sell or otherwise transfer the access granted under this Agreement or sell or transfer access to any of the Emergency Data or any other Materials (as defined in below) or any right or ability to view, access, or use any of the Emergency Data or Material;
- h. scrape the Emergency Data;

- i. attempt to do any of the acts described in this Section or assist or permit any person to engage in any of the acts described in this Section; or
- 3. **Deletion Obligations.** In addition, Client agrees to promptly delete any and all Emergency Data and all copies and derivations thereof once it is no longer necessary to provide the emergency services required by the applicable end user, unless (and only to the extent) expressly prohibited by applicable law, and in any event within twenty-four (24) hours of receipt of the Emergency Data; provided that, if the PSAP requests that Emergency Data be retained for longer, Client may retain the Emergency Data as required by PSAPs, but in no case longer than one (1) year, unless and only for so long as Client is expressly obligated to retain such data by applicable law, regulations, or court-order. Subject to Client's obligation to delete Emergency Data as described above, Client may only provide data retention or analytics service if directly requested and authorized to do so by, and on behalf of, the competent controlling government or quasi-governmental agency or instrumentality. LIS geodetic location data provided by any analytics service must be anonymized.
- 4. **Audit Rights Related to Client's Use of the Emergency Data.** Prior to providing the RapidSOS Services and periodically from time to time thereafter, RapidSOS shall have the right to audit your (or such designated third-party) systems to ensure compliance with these Terms, such compliance to include, but not be limited to, examination of your (or such designated third-party) databases and other records to ensure compliance with your obligations to regarding prompt deletion of Emergency Data, as provided in Section 3.
- 5. **Third-Party RapidSOS Services.** RapidSOS shall provide tools through the RapidSOS Service that enable Client to export information, including your account information, to third-party services, including, but not limited to, the RapidSOS Platform. Client agrees that RapidSOS may transfer that information to the applicable third-party service. Third-party services are not under our control, and RapidSOS is not responsible for any third-party service's use of your exported information. The RapidSOS Service also contains links to third-party websites. Linked websites are not under our control, RapidSOS is not responsible for their content, and RapidSOS is not responsible for any security protocols (or lack of security protocols) on such linked websites.
- 6. **Compliance with Data Protection Laws.** For the avoidance of doubt, Client acknowledges and understands that most (if not all) Emergency Data is personal information (or the equivalent, as defined under applicable law). As a result, in addition to the restrictions set forth in these Terms, Client agrees not to store or retain any Emergency Data that it receives for longer than as reasonably necessary to address and/or ameliorate the Emergency Incident. Other than to any Emergency Service Providers and Notification Providers, if Client shares any Emergency Data with a third-party, Client will, and require that such party agrees to comply with the provisions related to such Emergency Data as provided herein, including, but not limited to, Client's agreement to ensure that Emergency Data to which Client is are given access is deleted from all of Client's and such third-party systems or documentation in any format whatsoever, as soon as reasonably practicable following the conclusion or resolution of the Emergency Incident.

EXHIBIT B
SERVICE LEVEL AGREEMENT (“SLA”)

Purpose

This SLA sets forth RapidSOS’s undertakings with respect to providing customer support to Client, 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 party. For unplanned downtime (an “**Event**”), RapidSOS will assign a trouble severity code based on RapidSOS’s assessment of the Event at the point of trouble identification. RapidSOS will adjust 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	4 hours	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 user	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 an end user, and (b) causes a malfunction of a non-essential features of the RapidSOS Services	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. If Client experiences an Event, Client may contact RapidSOS’s customer support by e-mail at support@rapidsos.com.

For Sev 1 Events, RapidSOS will provide continual support until the Event is resolved and Client may be able to follow for updates through the website status.rapidsos.com.

Unless otherwise modified in the applicable Order or Annex, RapidSOS Contact Information (for escalation or technical issues)

	Contact Name & Title	Phone	Mobile	Email
Point of Contact	RapidSOS Technical Support Team	205-627-4025	205-627-4025	support@rapidsos.com
Escalation	RapidSOS Network Operations Center	201-581-3834	201-581-3834	N/A

3. Change Control Management/Update Management.

- A. Implementation of Updates/Maintenance: RapidSOS will ensure that any planned maintenance and update events within the RapidSOS Service will be executed in a professional manner. Proper execution includes advance notification to Client by RapidSOS.
- B. Service Interruptions and Advanced Notification Requirements: RapidSOS will provide Client 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.
- C. RapidSOS shall perform emergency maintenance as necessary and will, if possible, give advance notice thereof to Client. "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.