

Combined Product Master Services Agreement

This RapidSOS Combined Product 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 167 Madison Avenue, Suite 205, #615, New York, NY 10016 (“**RapidSOS**”), and Company.

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 Combined Product whereby Customers can receive connectivity to 911 via the Combined Product.

“**Additional Data**” means data provided from Company 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.

“**AI Services Addendum**” means the manner in which RapidSOS commits to use of artificial intelligence programs, which is attached to and incorporated by reference into this Agreement as Exhibit A.

“**APIs**” means the application programming interfaces made available to Company by RapidSOS to access the RapidSOS Services.

“**Billable Subscription**” means a single account of a Customer, subscriber or end user of the Combined Product as provided more fully in the Order, and forms the basis for the calculation of the Subscription Fees set forth in the Order.

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

“**Combined Product**” means the combination and integration of the RapidSOS Services into one or more Company Systems for resale by the Company to Customers. A description of the Combined Product, if any, will be set forth in the applicable Order.

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

“**Company 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 Company,

directly or through an Affiliate or any Customer-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 Company Systems will be set forth in the applicable Order.

“Customer” means a purchaser and/or end user of the Combined Product.

“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 to provide to Customers related to the Combined Product.

“ECC” means an emergency communications center.

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

“EULA” means the RapidSOS End User License Agreement, also referred to as the "Terms of Use" or "Terms of Service," located at: <https://rapidsos.com/legal/terms-of-use/>.

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

“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 Combined Product.

“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.

“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/>, as updated by RapidSOS from time to time.

“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.

“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, the actual Combined Product, if any, contemplated to be provided under this Agreement, 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 the Combined Product and the 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 Company form of purchase order or similar documents, and if they appear on Company’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 or the Combined Product must exist in the Expanded Territory.

2.3. Completion of the Combined Product.

2.3.1. The parties agree that the completion of any Combined Product will take their respective efforts, responsiveness, cooperation and focus to complete. As part of the applicable Order to integrate the parties' services and systems into the Combined Product, the parties will execute an SOW as an Annex to the Order ("**Combined Product SOW**"), which will set forth their respective roles and responsibilities, and to the degree practicable, identify the steps that are necessary to complete the Combined Product. Each party agrees to use commercially reasonable efforts to fulfill its respective roles and responsibilities by the dates and/or trigger events set forth in the Combined Product 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 Company as-is, and integrated into the Company Systems to create the Combined Product in accordance with RapidSOS's standard implementation processes and procedures, and as more specifically described in the Combined Product SOW. Additional work and/or modifications to or concerning the Combined Product, 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 Company that the RapidSOS Service(s) are functional, debugged and ready to be released to Company Customers on a commercial basis in a live 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 each Order, and that, the Subscription Fee Start Date may not be postponed because of a delay in launch of the Combined Product regardless of cause, 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 Company 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 Company 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

through the Combined Product to Customers in the Territory; (b) promote, market, and license the RapidSOS Services through the Combined Product to Customers in the Territory in accordance with Section 6.3 (Marketing); and (c) use and reproduce all Documentation for the RapidSOS Services and to grant Customers the right to use and reproduce such Documentation solely for Company's and each such Customer's respective 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 Company Systems. Subject to the terms and conditions of this Agreement and during the Term, Company 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 Company Systems to Persons providing Public Safety Services in the Territory; and (b) use and reproduce all Documentation for the Company 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 RapidSOS to integrate the Company Systems with the RapidSOS Services, and except as otherwise authorized by Company), 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 Customers, and may monitor Company'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. Company shall not block or interfere (and shall not permit any Customer to 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, Company 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 Customers and/or Company 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 provide or facilitate technical support for the RapidSOS Services, to improve emergency response or the utilization of the RapidSOS Services by Supported Public Safety Providers, or to train AI Models in accordance with Exhibit A (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.

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 Company if the Update does not impact the Company Systems or change the manner in which Company's Customers interface with the RapidSOS Services. RapidSOS will not make changes to the RapidSOS Services, which require modifications to the Company Systems or the manner in which the Company's Customers interface with the RapidSOS Services without the Company's prior written approval. If Company approves an Update, which will require additional integration between the RapidSOS Services and the Company Systems, RapidSOS will use commercially reasonable efforts to assist Company with integrating any Update.

2.8. Enrollment. Company is responsible for creating Customer accounts and collecting all information necessary for 911 Emergency Connectivity, including verification of credentials and onboarding. Company shall incorporate the EULA into Company's terms of service for the Company Systems by reference, including a conspicuous hyperlink to the EULA and language binding Customers to the EULA upon their use of the RapidSOS Services (the **"EULA Requirements"**). Company shall not permit any Customer to use the RapidSOS Services unless Company has satisfied the EULA Requirements. Company acknowledges that RapidSOS may modify the terms of the EULA from time to time at its discretion. No terms of any agreement between Company and any Customer shall be binding on RapidSOS unless agreed to by RapidSOS in a writing signed by an authorized officer of RapidSOS specifying such terms. Company's terms of service must permit the sharing of Customer's data with third parties, including RapidSOS, as necessary for the provision of the RapidSOS Services.

2.9. Support; Service Level Agreement.

2.9.1. 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 integration of the Company Systems with the RapidSOS Services, the parties shall in good faith work collaboratively to fix and solve the error, bug, or other issue.

2.9.2. Service Level Agreement. Each party will use commercially reasonable efforts to ensure that the Combined Product is available with the uptime indicated in any Service Level Agreement Addendum, which is included in the applicable Order.

2.10. Roles and Responsibilities of Company. Company shall provide access and resources to support integration of the RapidSOS Services with the Company Systems. Company shall assign an adequate number of Company personnel to perform the services necessary for the successful provision of the Combined Product. Company will not charge RapidSOS for the costs of training such Company personnel, including the time necessary for such personnel to become familiar with the RapidSOS Services. Company shall comply with all laws, regulations, rules, and orders applicable to the actions of Company contemplated under this Agreement. Company is solely responsible for the accuracy, completeness, and legality of all information transmitted to the RapidSOS Emergency Platform and will take commercially reasonable actions to adequately vet any such information; it being understood that RapidSOS has no obligation to verify, and assumes no responsibility for, the accuracy or legality of such information.

2.11. Roles and Responsibilities of RapidSOS. RapidSOS shall (a) provide resources to support the development and integration of the Combined Product, (b) make the RapidSOS

Services and associated services available to the relevant Company developers and employees, and (c) comply with all laws, regulations, rules, and orders applicable to the actions of RapidSOS contemplated under this Agreement.

2.12. Terms Governing Supplemental Services. If the RapidSOS Services include live agents who monitor emergency signals (“**Monitoring Services**”), the Monitoring Services shall be governed by the terms and conditions of “RapidSOS Monitoring Services Addendum,” which is located at: <https://rapidsos.com/MSA-Monitoring-Addendum/>, or may be attached to this Agreement or to an applicable Order. If the RapidSOS Services include devices to be used in automobiles (“**Telematics Services**”), then Company agrees that it will not resell the Telematics Services to any automotive original equipment manufacturer (“**OEM**”) or to a direct service provider of an OEM without RapidSOS’s express prior written consent.

2.13. Privacy Policy. RapidSOS will retain data in accordance with the RapidSOS Privacy Policy and all applicable privacy laws. 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 and all applicable privacy laws.

2.14. AI Services Addendum. RapidSOS agrees that its use of artificial intelligence programs will be in accordance with the AI Services Addendum, which is attached hereto as Exhibit A.

2.15. Transmission and Use of Emergency Data. The terms of use of Emergency Data attached hereto as Exhibit B (“**Emergency Data TOU**”) shall apply to Company’s receipt and use of Emergency Data.

3. FEES AND PAYMENT TERMS; MONTHLY REPORTS

3.1. Fees and Payment Terms. In consideration for the rights granted in this Agreement, starting on the Subscription Fee Start Date, Company 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 net thirty (30) days from the date of the invoice. Company’s obligation to pay the Fees is non-cancellable and all payments made by Company 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. Company will be responsible for all reasonable expenses (including attorneys’ fees) incurred by RapidSOS in collecting such delinquent amounts. If Company is delinquent on payments, access to the RapidSOS Services may be suspended if delinquent payment continues for a period of three (3) business days following RapidSOS’s written notice, or the Agreement is 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 Company will pay any such tax (excluding taxes on either party’s net income, property or franchise taxes) that Company 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 Company in accordance with all applicable laws and regulations. Prior to the issuance of any invoices, and as part of the onboarding of Company,

to the extent that Company requests a tax exemption, Company shall provide to RapidSOS its sales tax exempt verification.

3.4. Ancillary Reimbursements. Company agrees to reimburse RapidSOS: (a) in the event that RapidSOS is charged for false alarm fines that are assessed on RapidSOS that are caused by the Customer or the Company System; or (b) in the event that a local authority requires the Central Station to, or the parties otherwise agree that RapidSOS will, complete and submit on behalf of the Customer the individual/home alarm permit applications on behalf of Customers from time to time, the actual cost of the application plus an administrative fee equal to ten percent (10%) of the cost of the application; and (c) such other miscellaneous reimbursements that are necessitated from (a) or (b), and as otherwise mutually agreed to in writing by the parties (email correspondence is sufficient), such agreement not to be unreasonably withheld.

4. WARRANTY AND WARRANTY DISCLAIMER

4.1. Warranty. The parties shall perform their respective services set forth herein using commercially reasonable efforts in a 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. COMPANY FURTHER ACKNOWLEDGES THAT THE RAPIDSOS SERVICES DEPEND ON THIRD-PARTY NETWORKS, TELECOMMUNICATIONS INFRASTRUCTURE, AND PUBLIC SAFETY SERVICES THAT ARE OUTSIDE RAPIDSOS'S CONTROL, AND RAPIDSOS MAKES NO WARRANTY REGARDING THE AVAILABILITY, PERFORMANCE, OR RELIABILITY OF SUCH THIRD-PARTY SYSTEMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, RAPIDSOS SHALL HAVE NO OBLIGATION OR ANY LIABILITY TO ANY THIRD PARTY, EXCEPT WITH RESPECT TO EACH CUSTOMER SOLELY AND EXPRESSLY AS SET FORTH IN THE EULA (OR EQUIVALENT END-USER LICENSE AGREEMENT, TERMS OF USE, OR TERMS OF SERVICE BETWEEN CUSTOMER AND RAPIDSOS). COMPANY 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, COMPANY 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. FOR AVOIDANCE OF DOUBT, THE EULA MAY CONTAIN ADDITIONAL DISCLAIMERS THAT ARE APPLICABLE TO THE CUSTOMERS. IN ADDITION, RAPIDSOS DOES NOT GUARANTEE NOTIFICATION OF ALL EMERGENCY INCIDENTS OCCURRING WITHIN THE COMPANY'S OR ITS CUSTOMERS' 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 COMPANY SYSTEMS, THE COMBINED PRODUCT, 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 GREATER OF (X) THE AMOUNT PAID BY COMPANY 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, OR (Y) FIFTY THOUSAND DOLLARS (\$50,000). 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 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) COMPANY'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 Company 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. Company 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 Company provides any feedback to RapidSOS concerning the functionality and performance of the RapidSOS Services, Company 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 Company. Company owns all, and RapidSOS acquires no right, title, and interest in and to the Company 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 Company's ownership of and rights with respect to the Company Systems. If RapidSOS provides any feedback to Company concerning the functionality and performance of the Company Systems (including identifying potential errors and improvements), RapidSOS hereby assigns to Company all right, title, and interest in and to the feedback, and Company is free to use the feedback without payment or restriction.

6.3. Marketing

6.3.1. The parties will mutually agree upon joint marketing efforts to promote the Combined Product, which may include, but not be limited to (a) Combined Product branding (e.g., the Company Systems or the Combined Product branded as being "RapidSOS Ready™"), (b) displaying the RapidSOS badge on the Company's homepage or a Combined Product webpage and/or within Company's product, app, or service; (c) include RapidSOS as a feature on any product specification sheet shared with external parties; (d) make reasonable efforts to promote the Combined Product through one or more joint press release(s) and other co-marketing activations; and/or (e) the right by either party to use 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 Combined Product 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. In supporting, advertising, marketing, and selling the Combined Product and otherwise performing its obligations under this Agreement, 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 Combined Product that are inconsistent with or in addition to those explicitly approved by the other party in writing.

6.3.3. The parties agree to use commercially reasonable efforts to endorse, market and promote the Combined Product to Customers in accordance with the terms and conditions of this Agreement. Specifically, the parties agree to announce the collaboration effectuated by this Agreement through a mutually agreed-upon press release at the time of the launch of the Combined Product. Except as otherwise mutually agreed to by the parties in writing, each party shall be responsible for all its costs and expenses related to its advertising, marketing, and promotion of the Combined Product. Upon Company's request and without prejudice to the foregoing sections, RapidSOS may provide reasonable assistance and guidance to Company's marketing efforts. Each party will comply with the other party's trademark and logo usage guidelines, if any, that are provided to the other party.

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. Notwithstanding the foregoing, with respect to RapidSOS, Company agrees that Confidential Information shall also include confidential or proprietary information of RapidSOS's Affiliates that is disclosed to Company, whether such information is disclosed directly by the Affiliate or by RapidSOS on the Affiliate's behalf, and such Affiliate information shall be entitled to the same protections as RapidSOS's Confidential Information under this Section 7. "**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 Company. 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, including, but not limited to, the receipt by RapidSOS of Additional Data from Customer, 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 Company's Customers and/or other end users ("**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 Company's behalf and Company remains the "**Data Controller**" with respect to the Personal Data of its Data Subjects; provided that RapidSOS may act as an independent controller or business with respect to Personal Data processed for RapidSOS's own permitted purposes under this Agreement, including service operations, security, Usage Data, analytics, legal compliance, improvement of the RapidSOS Services, and emergency response purposes, in each case as permitted by applicable Data Protection Laws, the applicable privacy statement(s) referenced in the EULA, and the RapidSOS Privacy Policy. As such, when RapidSOS acts as a Data Processor for Company, RapidSOS hereby undertakes that it will: (i) use Personal Data only to provide and administer RapidSOS Services as outlined in the applicable privacy statement(s) referenced in the EULA or in the RapidSOS Privacy Policy; (ii) process the Personal Data in accordance with Company's instructions (unless it determines the requested processing of any Personal Data to violate any relevant Data Protection Laws); provided that RapidSOS shall have no obligation to verify that Company's instructions comply with applicable Data Protection Laws;

(iii) implement commercially reasonable security measures designed to protect the Personal Data; (iv) implement and maintain commercially reasonable technical and organizational measures, insofar as is possible, for the fulfillment of Company's obligations to respond to requests by Data Subjects; (v) take commercially reasonable steps to destroy or de-identify Personal Data when RapidSOS determines it is no longer necessary to retain it; (vi) ensure that its employees authorized to process Personal Data are bound to appropriate confidentiality obligations; (vii) 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 RapidSOS's Affiliates, subcontractors, subprocessors, cloud providers, support vendors, professional advisors, and other service providers that are bound by confidentiality and data protection obligations appropriate to their processing activities; and (viii) 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. Company represents and warrants that it has obtained all necessary consents and has a valid lawful basis to process Data Subjects' Personal Data and to share such Personal Data with RapidSOS in connection with the RapidSOS Services, in accordance with applicable Data Protection Laws. Company shall fully indemnify, defend, and hold harmless RapidSOS and its officers, directors, employees, and agents from and against any and all Losses arising from or related to (x) Company's failure to obtain such consents or lawful basis, (y) any challenge to the lawful basis for processing Personal Data provided by Company, or (z) Company's breach of any Data Protection Laws.

- 7.5.** If, as part of the RapidSOS Services, RapidSOS transmits Emergency Data or other data to Company in order to query against the Company Systems, Company agrees that it shall not use, store, either for itself or for others, any such data other than for the purposes of facilitating emergency assistance as contemplated herein. However, nothing herein is intended to restrict Company from processing data that is independently collected and used by Company 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 Company and its officers, directors, managers, shareholders, members, partners, employees, and their respective heirs, executors, administrators, successors and permitted assigns (collectively, the "**Company Indemnified Parties**") against any Losses incurred by any of the Company Indemnified Parties arising from third parties, and indemnify the Company 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's gross negligence, fraud, 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's 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 Company 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 Company.

9.2. Company Indemnity. Company 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) Company's gross negligence, fraud, or willful misconduct, (b) the Company Systems infringing the Intellectual Property Rights of such third party ("**Company Infringement Claim**"), (c) allegations from a Company Customer or other end user where Company has failed to satisfy the EULA Requirements set forth in Section 2.8 [Enrollment], or (d) Company's breach of the Emergency Data TOU.

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. Where an Indemnifying Party's acts or omissions are not the sole cause of damages, the Indemnifying Party's obligations shall be proportionate to its contribution to such damages, as determined by a court of competent jurisdiction or agreed to in settlement. 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 Company 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 by Company, directly or through an Affiliate or any Customer-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, RapidSOS shall have the right, in its sole and reasonable discretion, to immediately terminate the Agreement or suspend the affected RapidSOS Service if (x) Company has committed a breach of this Agreement that is incapable of cure, or (y) any act or omission of the Company threatens to compromise the health and/or safety of the public or the security or integrity of any RapidSOS Service or other RapidSOS property.

10.3. Payment Upon Termination. If this Agreement is terminated by Company in accordance with Section 10.2 (Termination), RapidSOS will refund to Company any prepaid Fees covering the remainder of the Term for RapidSOS Services that have not been rendered prior to effective date of termination. If this Agreement is terminated by RapidSOS in accordance with Section 10.2 (Termination), including any immediate termination or suspension of the affected RapidSOS Services, Order, or this Agreement, or terminated by Company for any reason other than as may be permitted by Section 10.2 (Termination), (a) Company will pay any unpaid Fees, including the remaining total commitment of Subscription Fees as set forth in the Order, covering the remainder of the Term, and such Fees will be accelerated and immediately due and payable by Company to RapidSOS and (b) for the avoidance of doubt, no refunds or credits for any charges or other Fees or payments will be provided to Company. In no event will RapidSOS's termination for cause pursuant to Section 10.2 (Termination), including any immediate termination or suspension of the affected RapidSOS Services, Order, or this Agreement, relieve Company or Company'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 Company. 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), Company shall immediately cease all use of the RapidSOS Services, (b) each party shall immediately cease all marketing and promotion of the Combined Product, (c) if this Agreement is not renewed or is terminated by RapidSOS in accordance with Section 10.2 (Termination), (i) Company 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 and (ii) any unpaid Fees will immediately accelerate and be due and owed by Company no later than thirty (30) days following the effective date of the termination or expiration, (d) 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 (e) 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 Company, subject to payment in full by Company 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 Company additional time to wind down and transition the RapidSOS Services (“**Wind-down Services**”). In addition to Company’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 Company to pay any amounts due under this Agreement; and (c) Company will not add any Billable Subscriptions and/or Customers (or additional users) to receive the RapidSOS Services beyond the number of Billable Subscriptions and/or Customers (or users) 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 Company 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, Company shall maintain complete, clear and accurate records to evidence Company's compliance with this Agreement. During the period in which Company is obligated to maintain such records, RapidSOS, or its third-party auditor (collectively, the "**Auditor**"), may, upon reasonable notice to Company, audit such records to verify that Company 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 Company's normal business hours, and the Auditor shall use commercially reasonable efforts to minimize the disruption of Company's normal business activities. Company shall reasonably cooperate with the Auditor and shall promptly pay directly to RapidSOS any underpayments revealed by such audit. Company shall promptly reimburse RapidSOS for all reasonable costs and expenses incurred by RapidSOS for such audit if: (a) such audit reveals an underpayment by Company of more than five percent (5%) of the Fees payable by Company to RapidSOS for the period audited; or (b) such audit reveals Company has materially failed to maintain records necessary for the Auditor to verify that Company 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 COMPANY]

.....
(signature)

.....
(signature)

.....
Indranil Chatterjee,
Chief Revenue Officer

.....
(print name & position)

Date:

Date:

EXHIBIT A
RAPIDSOS AI SERVICES ADDENDUM

This AI Services Addendum (“**AI Addendum**”) is incorporated into and forms part of the Master Services Agreement between RapidSOS, Inc. and Company (the “**Agreement**”). Capitalized terms not defined herein have the meanings set forth in the Agreement.

SECTION 1. DEFINITIONS

As used in this AI Addendum, the following terms have the meanings set forth below:

“**AI Model**” means the algorithms, neural networks, statistical models, weights, parameters, and related computational processes developed and maintained by RapidSOS that enable AI Services.

“**AI Output**” means any information, prediction, recommendation, analysis, classification, alert, score, or other result generated or produced by AI Services, whether delivered to Company, Customers, or Supported Public Safety Providers.

“**AI Services**” means any artificial intelligence, machine learning, natural language processing, computer vision, predictive analytics, or similar automated decision-support capabilities developed, operated, or made available by RapidSOS as part of or in connection with the RapidSOS Services, including but not limited to RapidSOS HARMONY and any successor, derivative, or related AI-enabled products or features, as identified in applicable Orders or Documentation from time to time.

“**Aggregated Data**” means data combined or compiled from multiple sources and presented in summary or statistical form such that no individual data contributor can reasonably be identified.

“**Anonymized Data**” means data that has been processed to remove or irreversibly obscure personal identifiers and other information such that the data cannot reasonably be used, alone or in combination with other information, to identify a specific individual or entity.

“**Critical Decision**” has the meaning set forth in Section 5.1 of this AI Addendum.

“**Human-in-the-Loop**” means the requirement for human review and authorization as a prerequisite to or in connection with specified decision-making processes involving AI Services, as further described in Section 5 of this AI Addendum.

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

“**Training Data**” means data used by RapidSOS to develop, train, test, validate, fine-tune, or otherwise improve AI Models, which may include historical emergency event data, call records, incident response patterns, sensor data, geospatial information, operational metrics, and Usage Data, subject to the restrictions set forth in Section 3 of this AI Addendum.

SECTION 2. SCOPE OF AI SERVICES

2.1 General Capabilities. AI Services are integrated into or provided in connection with the RapidSOS Services to enhance the capabilities of the RapidSOS Emergency Platform and associated tools. AI Services may include, without limitation, automated emergency event detection, data unification and enrichment, intelligent call routing and triage support, predictive risk analytics, resource coordination recommendations, and real-time situational awareness capabilities for Supported Public Safety Providers and Supported PSAPs.

2.2 Decision-Support Function. AI Services are designed and intended to supplement and support human decision-making in emergency response contexts. AI Services are not intended to, and shall not be represented by Company or its Customers as being capable of, replacing human judgment in emergency response operations. Company acknowledges and agrees that the ultimate responsibility for emergency response decisions rests with qualified human personnel.

2.3 Updates to AI Services. RapidSOS may update, enhance, modify, retrain, or replace AI Models and AI Services at any time in its sole discretion, consistent with Section 2.7 of the Agreement. RapidSOS has no obligation to maintain any specific AI Model version, algorithm, or methodology, and prior performance of AI Services does not guarantee future performance, accuracy, or availability.

SECTION 3. DATA USE FOR AI TRAINING

3.1 Permitted Use. Subject to the terms and conditions of this Section 3 and the Agreement, RapidSOS may use Customer data and Usage Data as Training Data to develop, train, test, validate, and improve AI Models. RapidSOS's use of Training Data is subject to the following requirements:

3.1.1 Anonymization and Aggregation. Prior to use as Training Data, RapidSOS shall Anonymize and/or Aggregate Customer data and Personal Data such that it cannot reasonably be used to identify individual Data Subjects. For the avoidance of doubt, Anonymized Data and Aggregated Data derived from Customer data may be used by RapidSOS for AI training without further restriction under this Section 3.

3.1.2 Closed Environment. AI Model training shall occur exclusively within RapidSOS's secure internal computing environment. RapidSOS shall implement commercially reasonable security controls to protect Training Data from unauthorized access or disclosure during the training process.

3.1.3 No Third-Party Sharing for Training. RapidSOS shall not share identifiable Customer data or Personal Data with third parties for the purpose of training AI Models operated by such third parties. This restriction does not apply to RapidSOS's use of third-party cloud computing infrastructure or data processing services used by RapidSOS to operate its own AI training environment, provided such third parties are bound by confidentiality and data protection obligations consistent with Section 7.4 of the Agreement.

3.1.4 Company Consent and Flow-down. Company acknowledges and consents to RapidSOS's use of Anonymized Data and Aggregated Data derived from Customer data and Usage Data for AI training purposes as described in this Section 3. Company shall ensure that its agreements with Customers and end users permit such use to the extent necessary to give effect to this Section 3.

3.1.5 RapidSOS Discretion Over Methodology. RapidSOS retains sole and exclusive discretion over all AI training methodologies, model architectures, hyperparameters, evaluation criteria, and related technical decisions. Nothing in this AI Addendum obligates RapidSOS to use any particular Customer data as Training Data or to train AI Models in any manner requested by Company.

3.2 Scope of Restriction. The requirements set forth in Section 3.1 apply solely to RapidSOS's use of Customer data for AI training purposes. Nothing in this Section 3 limits RapidSOS's use of data as otherwise permitted under the Agreement, including use for delivery of the RapidSOS Services, usage monitoring under Section 2.6 of the Agreement, support, analytics, or emergency response purposes, all subject to the RapidSOS Privacy Policy.

3.3 Retention. RapidSOS may retain Training Data and trained AI Models in accordance with the RapidSOS Privacy Policy and applicable Data Protection Laws. Deletion of Training Data used in a completed training run does not require deletion of any resulting AI Model or model parameters derived therefrom.

SECTION 4. AI-SPECIFIC DISCLAIMERS

4.1 Applicability of Agreement Disclaimers. AI SERVICES AND AI OUTPUTS ARE SUBJECT TO THE DISCLAIMERS AND WARRANTY LIMITATIONS SET FORTH IN SECTION 4.2 OF THE AGREEMENT. Without

limiting the foregoing, Company acknowledges the specific limitations of AI Services described in this Section 4.

4.2 Probabilistic Nature. Company acknowledges and agrees that AI Services are probabilistic in nature and that AI Outputs are generated based on statistical patterns and historical training data. AI Services may produce results that are erroneous, incomplete, outdated, or inapplicable to specific emergency situations. RapidSOS does not represent or warrant that AI Outputs will be correct in any particular instance.

4.3 Input Data Dependency. The accuracy and usefulness of AI Outputs depend materially on the quality, completeness, and accuracy of data provided as input to AI Services. RapidSOS has no liability for AI Outputs that are inaccurate, incomplete, or misleading as a result of inaccurate, incomplete, corrupted, delayed, or otherwise deficient data provided by Company, Customers, third-party systems, or telecommunications infrastructure outside of RapidSOS's control.

4.4 Emergency Responder Actions. RapidSOS does not warrant that emergency responders, Supported PSAPs, Supported Public Safety Providers, or any other personnel will receive, review, understand, follow, or act upon any AI Output or AI-generated recommendation. The use and application of AI Outputs by third parties is entirely outside of RapidSOS's control, and RapidSOS expressly disclaims any liability arising from a third party's decision to follow or disregard an AI Output.

4.5 Life-Safety Limitations. Company acknowledges the inherent limitations of AI technology in life-safety and emergency contexts, including the inability of AI Services to account for all relevant variables, environmental conditions, human factors, and dynamic circumstances present in real-world emergency situations. AI Services are provided solely as decision-support tools and shall not be deployed, marketed, or represented to Customers or end users as autonomous emergency response solutions or as substitutes for qualified human emergency response personnel.

SECTION 5. HUMAN-IN-THE-LOOP REQUIREMENTS

5.1 Critical Decisions Defined. For purposes of this AI Addendum, "Critical Decision" means any decision that: (a) directly determines or authorizes the dispatch or non-dispatch of emergency responders to an active emergency event; (b) triages or prioritizes emergency calls or incidents where human life may be at immediate risk; (c) overrides, countermands, or deviates from established emergency response protocols or standard operating procedures; or (d) involves the termination, de-escalation, or non-escalation of an active emergency response where human life or safety may be at risk.

5.2 Human Authorization Required. Critical Decisions shall not be made by AI Services alone. All Critical Decisions require human review, assessment, and affirmative authorization by appropriately trained and qualified emergency services personnel or other authorized human operators. AI Services may generate recommendations, alerts, scores, or other AI Outputs that inform or support Critical Decisions, but such AI Outputs shall not substitute for or supersede human authorization.

5.3 Company Obligations. Company shall: (a) implement and maintain operational policies and procedures that ensure human oversight of Critical Decisions wherever AI Services are used in connection with the Combined Product; (b) train its personnel and, where applicable, Customer personnel on the Human-in-the-Loop requirements applicable to Critical Decisions; and (c) include Human-in-the-Loop requirements consistent with this Section 5 in its agreements with Customers to the extent AI Services are made available to such Customers through the Combined Product.

5.4 RapidSOS Role. RapidSOS may design and configure AI Services to generate recommendations, prioritization scores, routing suggestions, and alerts to assist human operators in making Critical Decisions. RapidSOS has no liability for any Critical Decision made by a human operator, whether or not such decision is informed by or consistent with an AI Output.

5.5 Exceptions. Nothing in this Section 5 shall be construed to require human intervention for automated functions that support but do not constitute Critical Decisions, including without limitation automated

emergency detection and alerting, transmission of emergency data to Supported PSAPs and Supported Public Safety Providers, data enrichment and unification, and system-level monitoring and diagnostics. Such functions may operate autonomously as part of the RapidSOS Services.

SECTION 6. COMPLIANCE AND GOVERNANCE

6.1 Transparency. RapidSOS will provide reasonable disclosure regarding the general functionality and purpose of AI Services through Documentation made available to Company. Such Documentation shall describe, at a high level, the types of AI capabilities integrated into the RapidSOS Services and the general manner in which AI Outputs are generated and used.

6.2 Explainability. Upon Company's reasonable written request, and subject to RapidSOS's reasonable availability and resource constraints, RapidSOS will provide high-level explanations of the general processes by which AI Outputs are generated by AI Services. Notwithstanding the foregoing, RapidSOS has no obligation to disclose any information that, in RapidSOS's reasonable judgment, would compromise RapidSOS's Confidential Information, trade secrets, proprietary algorithms, model architecture, or competitive business information, or that would conflict with RapidSOS's obligations to third parties.

6.3 Bias Monitoring. RapidSOS maintains internal processes and procedures to monitor AI Services for potential material bias that could adversely affect the performance or equity of AI Outputs in emergency response contexts. RapidSOS will use commercially reasonable efforts to investigate and address material bias issues identified through such processes. RapidSOS has no obligation to disclose the specifics of its bias monitoring processes or findings to Company, except as required by applicable law.

6.4 Company Compliance Obligations. Company shall: (a) comply with all applicable laws, regulations, rules, and orders governing the use, deployment, and disclosure of artificial intelligence and automated decision-making in its jurisdiction and industry, including without limitation any applicable transparency, notification, or impact assessment requirements; (b) make all disclosures to Customers and end users regarding the use of AI Services as required by applicable law; and (c) not represent or market AI Services in a manner that is inconsistent with the disclaimers and limitations set forth in this AI Addendum.

6.5 Regulatory Changes. In the event that applicable law or regulation requires modifications to AI Services or the manner in which AI Services are delivered to Company, the parties shall cooperate in good faith to implement such modifications. If modifications required by applicable law materially increase the cost or burden of providing AI Services, the parties shall negotiate in good faith regarding any appropriate adjustment to Fees.

SECTION 7. INTELLECTUAL PROPERTY IN AI MODELS

7.1 AI Technology. AI Models, AI Services, and all related technology are part of the RapidSOS Services and the RapidSOS Emergency Platform and are governed by the intellectual property provisions of the Agreement, including Section 6.1 (Intellectual Property of RapidSOS). AI Outputs containing or derived from Customer data remain subject to the ownership and confidentiality provisions of the Agreement applicable to such Customer data.

7.2 Limited License to AI Outputs. Subject to the terms and conditions of the Agreement and this AI Addendum, and solely during the Term, RapidSOS grants to Company a limited, non-exclusive, non-transferable right to receive and use AI Outputs generated by AI Services as part of Company's authorized use of the RapidSOS Services under the Agreement. No other license or right in or to AI Models is granted to Company.

7.3 Assignment. Company hereby irrevocably assigns to RapidSOS, and shall cause its Customers and Affiliates to assign, any and all rights, title, and interest that Company, its Customers, or its Affiliates may acquire or claim in any AI Model, algorithm, or improvement thereto arising from or related to Company's or any Customer's use of the RapidSOS Services. Company shall execute, and shall cause its Customers and Affiliates to execute, such additional documents and instruments as RapidSOS may reasonably request to evidence or perfect such assignment.

SECTION 8. DATA PROTECTION

8.1 *Applicability.* The processing of Personal Data in connection with AI Services, including use as Training Data, is subject to Section 7.4 of the Agreement (Compliance with Data Protection Laws) and, if applicable, any Data Processing Addendum between the parties.

8.2 *Technical Safeguards for Training.* RapidSOS shall implement and maintain commercially reasonable technical and organizational measures designed to ensure that Personal Data is Anonymized or Aggregated prior to its use as Training Data, consistent with Section 3.1.1 of this AI Addendum. Such measures shall be consistent with RapidSOS's obligations as a Data Processor under applicable Data Protection Laws and shall be proportionate to the risks associated with the processing.

8.3 *Company Obligations.* Company's representations, warranties, and indemnification obligations under Section 7.4 of the Agreement extend to the processing of Personal Data in connection with AI Services, including for AI training purposes as described in Section 3 of this AI Addendum.

SECTION 9. GENERAL

9.1 *Precedence.* In the event of any conflict between the terms of this AI Addendum and the terms of the Agreement with respect to AI Services, the terms of this AI Addendum shall control and supersede the terms of the Agreement solely to the extent of such conflict. In all other respects, the Agreement shall govern.

9.2 *Survival.* The provisions of Sections 1, 4, 7, 8, and 9 of this AI Addendum shall survive the expiration or termination of the Agreement for any reason.

EXHIBIT B
EMERGENCY DATA TERMS OF USE

1. Overview

The RapidSOS Services provide an additional avenue for Company 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 respect to Company's use of any Emergency Data that is transmitted by RapidSOS, Company understands and agrees that the transmission of such Emergency Data via the RapidSOS Emergency Platform (a) shall only be provided 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 Company has agreed to provide in emergency situations in which Company is involved and will be exchanging information to assist the ECC/PSAP in support of Public Safety Services (First Responders or otherwise).

RapidSOS may modify these Emergency Data TOU at any time upon advance written notice to Company if such modification is reasonably 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 Company at the request or consent of the ECC or as RapidSOS otherwise may be permitted to transmit to Company. Notwithstanding anything to the contrary, other than the requirement to comply with applicable laws, the restrictions in this Section and in the Emergency Data TOU shall not apply to any data that is sourced by Company or otherwise obtained by Company other than through Company's use of and access to the RapidSOS Services or RapidSOS Emergency Platform.

"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 Services, Company 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 Emergency Platform or the RapidSOS Services or any of the Emergency Data to which Company has access via the RapidSOS Emergency Platform or the RapidSOS Services 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 Emergency Platform or the RapidSOS Services, 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 Emergency Platform or the RapidSOS Services except to the extent that the activity is expressly permitted by applicable law;
 - f. interfere with the operation of the RapidSOS Emergency Platform or the RapidSOS Services or any other user's enjoyment of the RapidSOS Emergency Platform or the RapidSOS Services, including by: (a) uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious code; (b) making any unsolicited offer or advertisement to another user of the RapidSOS Emergency Platform or the RapidSOS Services; (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 Emergency Platform or the RapidSOS Services, 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 Services or RapidSOS Emergency Platform account without permission;
 - g. sell, sublicense, transfer, disclose, or otherwise make available any Emergency Data or any right or ability to view, access, or use Emergency Data, except solely to the extent expressly permitted under a separate executed agreement between the parties or these Emergency Data TOU;
 - 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, Company 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, Company 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 Company is expressly obligated to retain such data by applicable law, regulations, or court order. Upon RapidSOS's reasonable request, Company shall certify in writing its deletion of Emergency Data in accordance with this Section. Subject to Company's obligation to delete Emergency Data as described above, Company 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 Company'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 Company's (or its designated third party's) systems to ensure compliance with these Terms, such compliance to include, but not be limited to, examination of Company's (or its designated third party's) databases and other records to ensure compliance with Company's obligations regarding prompt deletion of Emergency Data, as provided in Section 3.
5. **Third-Party Services.** RapidSOS may provide tools through the RapidSOS Services that enable Company to export information, including account information, to third-party services. Company agrees that RapidSOS may transfer that information to the applicable third-party service. Third-party services are not under RapidSOS's control, and RapidSOS is not responsible for any third-party service's use of exported information. The RapidSOS Services

also contain links to third-party websites. Linked websites are not under RapidSOS's 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.

Compliance with Data Protection Laws. For the avoidance of doubt, Company 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, Company 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 Company shares any Emergency Data with a third party, Company 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, Company's agreement to ensure that Emergency Data to which Company is given access is deleted from all of Company'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.