

RapidSOS Paid Modules Order Form

RapidSOS Contact Information 3 Park Ave Floor 22 New York, NY 10016 Regional Manager: Brady Lavin Senior Regional Sales Manager in Sales Executives blavin@rapidsos.com 7086420123	Customer Contact Information Agency Name: DuPage ETSB Agency Address: 421 N County Farm Rd, Wheaton, Illinois 60187, United States Agency Contact: Linda Zerwin Executive Director & 9-1-1 System Coordinator ETSB911@dupagecounty.gov 630-550-7743
Quote Reference Number: Q-04678	
Effective Date: Date on which this Order Form is fully executed by both parties	
Initial Term (in months): 24 months from Subscription Start Date	
Subscription Start Date: The earlier of (a) Go-Live, as defined in the accompanying SOW(s), of any Purchased Module(s), as determined by RapidSOS, or (b) 30 days from the Effective Date	
Renewal: - Upon the expiration of Initial Term, subscription products will automatically renew for three (3) 12-month periods (each, a "Renewal Term" and together with the Initial Term, the "Term"), with annual price increases of 5% per Purchased Module, unless notice of non-renewal is provided via email to the RapidSOS individual identified in the working documents between the parties. - Verbal cancellations not accepted.	
Subscription Product Invoice Terms: - Due annual starting on Subscription Start Date - Payments due Net 30 of receipt of invoice	
Additional Payment Terms: - One-time Services fees due net 30 of the Effective Date - Invoices issued thirty (30) days before Subscription Start Date (for the Initial Term) and up to thirty (30) days prior to the start of each anniversary the Subscription Start Date - Payments will be made electronically - Payments to be made pursuant to the (50 ILCS 505/) Local Government Payment Act	

Year 1 (12 Months)				
Product Name	List Price	Quantity	Discount	Total Price
Communicator - Voice, Text and Video Intelligence	\$3,900.00	36	12%	\$123,552.00
Single Sign On (SSO)	\$2,500.00	1	100%	\$0.00
Year 1 Subscription Total			\$123,552.00	

Year 2 (12 Months)				
Product Name	List Price	Quantity	Discount	Total Price
Communicator - Voice, Text and Video Intelligence	\$3,900.00	36	12%	\$123,552.00
Single Sign On (SSO)	\$2,500.00	1	100%	\$0.00
Year 2 Subscription Total			\$123,552.00	

One-Time Services				
Service Name	List Price	Quantity	Discount	Total Price
UNITE Premium Module Set Up Fee - 1 Module	\$10,000.00	1	12%	\$8,800.00
One-Time Services Total			\$8,800.00	

Order Summary	Payment
Total Year1 Subscription and Services Price	\$132,352.00
Year 2 Software Price	\$123,552.00
Total Contract Value	\$255,904.00

Product Definitions
The Communicator module integrates RapidSOS HARMONY's AI capabilities to enhance the voice, text and video channels within RapidSOS UNITE. Includes: - Language translation for text and chat - Video on-screen transcription with audio translation - Voice call language transcription and translation - Voice call AI summarization and keyword alerting

- Text-to-voice translation capabilities
- Transcription of radio channels (may require additional one-time fee)
- Text, Voice, Video and Multimedia storage

The Single Sign-On (SSO) module allows Agency and Agency Permitted Users to access RapidSOS UNITE with one login.

SSO may be offered via third-party services. RapidSOS and its SSO Providers may share and manage account information. By using SSO, Agency and Agency Permitted Users: 1) grant RapidSOS and its SSO Providers the rights to use, copy, store, and modify any user-submitted content, 2) agree to keep their login credentials confidential and notify RapidSOS of any security breaches, 3) can only access SSO through their employing agency and must have authority to create accounts on the agency's behalf

Comments: The 36 licenses for the Communicator module in RapidSOS UNITE cover both the DU-COMM and Addison Consolidated Dispatch Center accounts.

Customer may exchange the product for another product of equal or lesser value once per year and only on the anniversary of the Subscription Start Date, by providing at least 90 days' prior written notice to RapidSOS. Customer is responsible for any additional fees, including but not limited to any implementation fees, related to the exchange. Further, (i) each party's indemnification obligations apply only to the best of their statutory ability, and (ii) the parties agree the venue for any legal action will be exclusively in the courts located in DuPage County, Illinois. Notwithstanding anything in the Agreement to the contrary, the terms of this order form will govern for the Term.

Terms and Conditions:

This order ("Order") is entered into by and between RapidSOS, Inc. ("RapidSOS") and the Customer identified in the signature block. This Order, together with the annexes, is governed by the terms and conditions of RapidSOS's Master Services Agreement, which is attached hereto, including its exhibits, references, and/or addenda (collectively, the "Agreement"). By purchasing the above services ("Purchased Module(s)"), the Customer acknowledges and agrees to adhere to the End User License Agreement (EULA) and/ or Addendum terms specific to each product listed in the Annexes attached to this Order.

Annexes. The following Annexes are appended to and a made a part of this Order:

- RapidSOS Communicator EULA
- RapidSOS UNITE Statement of Work for Communicator Module Providing Voice, Text, and Video Intelligence

Except as expressly provided herein, the terms and conditions of the Agreement remain in full force and effect as to any services previously purchased. Customer is responsible for complying with the requirements of the Statement of Work ("SOW"), if any, which is incorporated by reference into this Order Form.

Customer's access to RapidSOS Purchased Module(s) will not be provided by RapidSOS until RapidSOS has received this signed Order Form from Subscriber, together with the Budgetary Quote and the final SOW.

[Signature on following page]

RapidSOS Communicator EULA

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

1. **Description of Services.** RapidSOS Communicator provides translation and transcription, which may include American Sign Language Interpretation, for inbound data, including text, video, audio, and image, regardless of form, format, or media, that are submitted or transmitted by a caller to Agency or inputted by Agency or Agency Authorized User ("**Caller Data**"), enhanced outbound messaging capabilities for Agency Authorized Users to mobile phone numbers ("**Outbound Message(s)**"), and storage services.
2. **Third-Party Services.** RapidSOS Communicator may use the services or applications of third parties, including telephone numbers owned by or provisioned for Agency ("**Third Party Services**") or utilize cloud servers. RapidSOS does not control such Third Party Services or cloud servers. RapidSOS shall not be responsible or liable to Agency, Agency Authorized User, or any other Person for the failure, non-performances or unavailability, faulty service or errors of any such Third Party Services or cloud servers. RapidSOS makes no warranties with respect to any Third Party Services or any cloud servers, their performance, availability or accuracy.
3. **Translation and Transcription Services Use and Disclaimer.**
 - a. *Accuracy and Reliability.* Agency acknowledges and agrees that any transcriptions, translations, and interpretation of Caller Data is dependent upon inputs by Agency, Agency Authorized User, or caller, which may contain errors and deficiencies. Agency and Agency Authorized Users are responsible for independently verifying the accuracy of all such Caller Data and all results of the translation or transcription ("**Agency Output**"). RAPIDSOS ASSUMES NO LIABILITY, WARRANTY, OR RESPONSIBILITY TO AGENCY, AGENCY AUTHORIZED USERS, OR ANY OTHER PERSON WITH RESPECT TO ANY CONCLUSIONS, INTERPRETATION, DECISIONS, OR ACTIONS BASED ON THE USE OF THE SERVICES OR ANY CALLER DATA BY AGENCY OR AGENCY AUTHORIZED USERS.
 - b. *User Submissions.* Agency acknowledges that RapidSOS has no control over the Caller Data transmitted by a caller and made available to Agency Authorized Users via RapidSOS Communicator. RapidSOS shall have no obligation to screen or filter any Caller Data.
4. **Outbound Messaging.**
 - a. *Receipt of Messages.* Agency acknowledges that receipt of an Outbound Message depends on the ability of that number to receive messages and RapidSOS has no control over a mobile phone number's ability to receive Outbound Messages. RAPIDSOS ASSUMES NO LIABILITY, WARRANTY, OR RESPONSIBILITY TO AGENCY, AGENCY AUTHORIZED USERS, OR ANY OTHER PERSON WITH RESPECT TO RECEIPT OF OUTBOUND MESSAGE(S).
 - b. *Accuracy and Reliability.* Agency acknowledges that while RapidSOS Communicator may have pre-configured messages available for use by Agency and Agency Authorized Users, RapidSOS is not responsible for the accuracy or reliability of any Outbound Message. RAPIDSOS ASSUMES NO LIABILITY, WARRANTY, OR RESPONSIBILITY TO AGENCY, AGENCY AUTHORIZED USERS, OR ANY OTHER PERSON WITH RESPECT TO THE CONTENT, CONCLUSIONS, DECISIONS, OR ACTIONS RESULTING FROM AN OUTBOUND MESSAGE.
5. **Ownership.** In addition to the Intellectual Property rights granted in Section 7.1 of the Agreement, Agency acknowledges and agrees that RapidSOS owns all right, title, and interest in the RapidSOS Communicator services and related documentation, including any alterations, adjustments, and all improvements, enhancements, and

derivatives thereof, including all associated intellectual property rights found therein (collectively, “**RapidSOS Communicator IP**”). RapidSOS grants Agency a non-exclusive, non-sublicensable, and non-transferable license, for the Term specified in the Order Form, to use RapidSOS Communicator IP strictly for Agency’s own internal, legitimate, and non-commercial purposes. Agency acknowledges and agrees that RapidSOS Communicator IP constitutes and contains valuable confidential/proprietary information and trade secrets of RapidSOS, its licensors and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Agency agrees to treat and ensure that all users treat RapidSOS Communicator IP as confidential, and to protect the confidentiality thereof, at all times exercising at least a reasonable degree of care in the protection of such confidential information. Agency shall not under any circumstances share or permit access to RapidSOS Communicator, documentation, or RapidSOS Communicator IP to any actual or potential competitor of RapidSOS.

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

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

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

RapidSOS UNITE Statement of Work (SOW) for Communicator Module

Providing Voice, Text and Video Intelligence

THIS STATEMENT OF WORK (this “SOW”) is entered into by RapidSOS and the Agency named on the accompanied Order Form (the “Subscriber”) for RapidSOS Communicator Module as a supplement to the overall Master Services Agreement.

Overview

The RapidSOS Communicator Module enhances voice, text and video intelligence into PSAP communication methods. Specific features include voice transcription, text to & from 911, caller video, call summarization, and real-time translation to save telecommunicators time and providing live saving data and context when it's needed most.

Key Features

Overview

RapidSOS Communicator Module leverages SMS and WebRTC technology to provide additional pathways to PSAPs in the form of PSAP user initiated messaging and live video sessions.

Functionality:

- SMS Text based communication
- MMS support for text conversations
- Video session for up to 4 participants
- Text Messaging language detection and translation
- Call audio transcription, language detection, and translation
- ECC-initiated outbound Text conversation
- ECC inbound Text conversation (to 10DLC number)
- Unlimited library of customizable pre-configured Text responses
- Supplemental location and people finding
- View on-screen transcription of video caller audio w/translation
- Anonymous video sharing to first responders and authorized participants
- Access Texts, Video, and Multimedia used in past conversations
- Realtime Call Summarization and Keywording
- Storage of audio calls and metadata

1. Introduction

This Statement of Work (SOW) outlines the requirements, deliverables, and scope for the implementation of RapidSOS Communicator Module.

2. Project Objectives

- Configure PSAP-specific SMS, Audio, and Video infrastructure
- Configure PSAP-designated 10 DLC numbers for SMS ingestion
- Map PSAP-preconfigured messages and flows
- Deploy PSAP Communicator Module - Voice, Text and Video Intelligence

3. Scope of Work

3.1. Planning and Kickoff

- Initial meeting with stakeholders to discuss project scope, objectives, and timelines
- Define required users and access
- Develop a detailed project plan

3.2. Environment Mapping

- Map PSAP's existing 10 DLC footprint
- Define PSAP-preconfigured messages

3.3. Infrastructure Configuration

- Configure base SMS and WebRTC infrastructure
- Configure PSAP 10 DLCs to route SMS

3.4. System Implementation

- Configure PSAP Communicator Module - Voice, Text and Video Intelligence account
- Deploy PSAP Communicator Module - Voice, Text and Video Intelligence account

3.5. Testing

- Conduct comprehensive testing of the system
- Review metrics and perform analysis on metrics
- Resolve any identified issues

3.6. Training

- Provide training sessions/resources for end-users and administrators

3.7. Go-Live

- Transition to live operations

4. Deliverables

- Integrated messaging capabilities with translation
- Integrated live video capabilities with transcription and translation
- Integrated call audio capabilities with transcription and translation
- Training and enablement materials

5. Requirements

System Requirements

- It is mutually understood that the Subscriber is responsible for the system whereby Subscriber users will be accessing the Communicator Module - Voice, Text and Video Intelligence capabilities, and that these systems meet the minimum specification provided at project kickoff.

Network Requirements

- The Subscriber is responsible for making available resources needed in order to successfully configure the network if applicable in order to ensure successful functioning and transmission of data for the Communicator - Voice, Text and Video Intelligence Module module, whitelisting requirements provided at project kickoff.
- Subscriber is solely responsible for obtaining its own internet connection and supporting hardware and infrastructure needed to perform the delivery of features.

General Requirements

- Subscriber is responsible for assisting with coordinating and attending meetings such as kickoff, design review and others as needed
- Subscriber is responsible for providing pertinent project information and documentation in a timely & complete manner
- Subscriber is responsible for providing a single point-of-contact available for communication throughout the project and system implementation
- Subscriber is responsible for making available any vendor contacts or resources that are required for the integration and setup of features described herein.

- Subscriber is responsible for assigning appropriate staff for training

6. Schedule

Phase	Timeline
Project Planning & Kickoff	Week 1
Environment Mapping	Week 1-3
Infrastructure Configuration	Week 4
System Implementation	Week 5
Testing & Training	Week 5-6
Go-Live	Week 6-7

**Timeline is an estimation and relies on Subscriber making available technologies, datasets, and related resources in order to complete each task in a timely manner. RapidSOS staff will communicate with the customer throughout the duration of the project to communicate critical deliverables, deadlines, and scheduling impacts in a timely manner.*

***Any changes in scope, delays in resources being made available, or missing requirements will result in a corresponding delay in timeline.*

7. Roles and Responsibilities

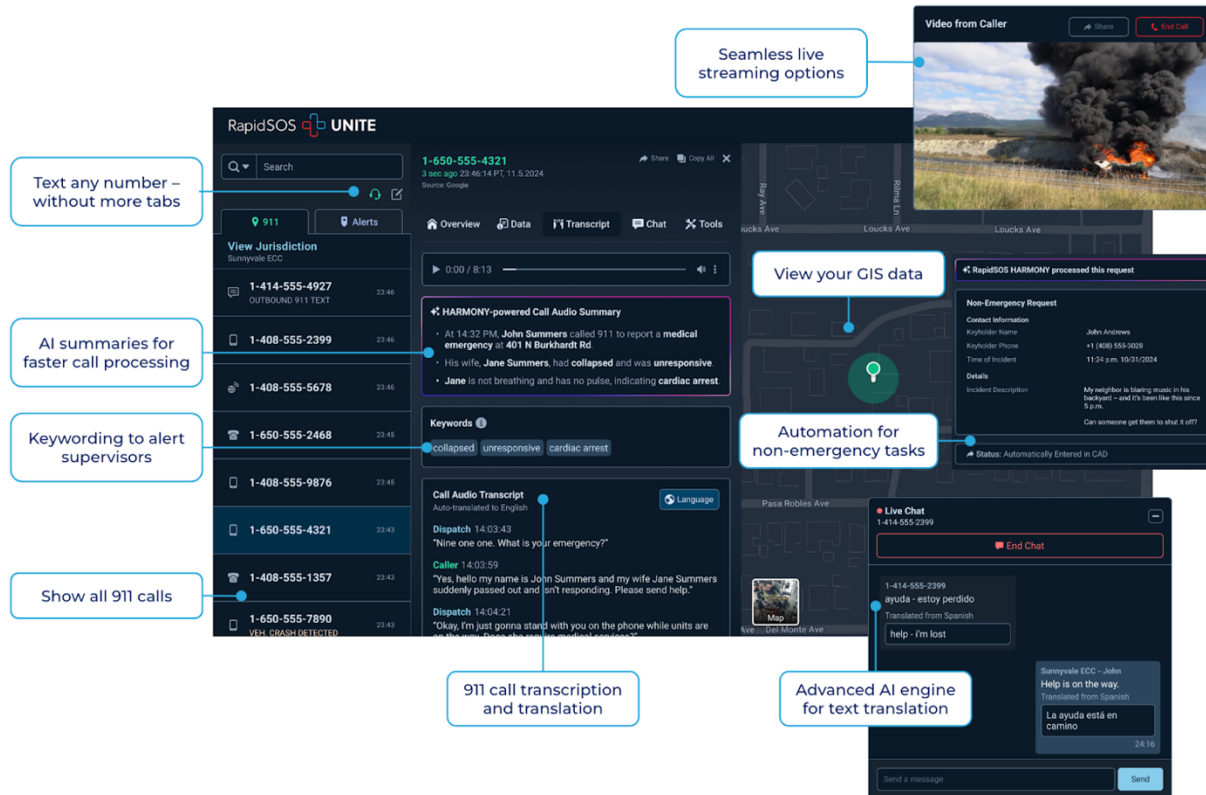
- Project Manager: Oversee the project, ensure milestones are met
- Technical Point of Contact: Lead any technical changes & provide insights as applicable
- Trainer: Conduct training sessions and develop materials
- Engagement Team: Provide ongoing support post-implementation

8. Acceptance Criteria

- Successful deployment and configuration of RapidSOS Communicator Module - Voice, Text and Video Intelligence
- No critical issues post go-live for a period of 2 weeks

All Your Intelligence, One Unified View

Designed to simplify your ECC operations, RapidSOS UNITE consolidates disjointed tools in a single AI-powered screen. Special offer available now!



When your emergency systems and screens aren't united, response becomes fragmented, leaving telecommunicators scrambling to get the complete picture.

RapidSOS UNITE combines human expertise with the most advanced technology — bringing everything together in one seamless view.

This empowers telecommunicators to act with speed and confidence, ensuring they make the right decisions faster when everything is on the line.



Simplify workflows

Local intelligence with global data – in one view.



Seamlessly communicate

Overcome barriers and communicate with who you want and how you want



Reduce workload with AI built with you, for you

Practical innovations to combat staffing crisis



For more information and resources, contact RapidSOS today.

Website: www.rapidsos.com | Email: psgsales@rapidsos.com



How UNITE Simplifies ECC Operations



Call Handling

Consolidate all calls and local GIS context **in streamlined call-handling map** with redundant connection to plot mobile calls amid outages



Requests for Service

Reduce workload by **offloading non-emergency call processing** via same workflow connected to **10+ school safety panic button providers**



Analytics

Go beyond call-handling to **show unseen workload to decision-makers**



Communicating

Easier communication by text, video and voice, with **Emergency SOS Live Video, RCS Messaging**, language translation, and **911 call transcription**



Interoperability

Share data with nearby ECCs and out to the field with field-tested solution already used by **1M field responders**



AI Built For You

Ease burden on staff with HARMONY through **automation, incident summarization**, and customization, including by **integrating your SOPs**

Spotlight on Advanced Communication Tools

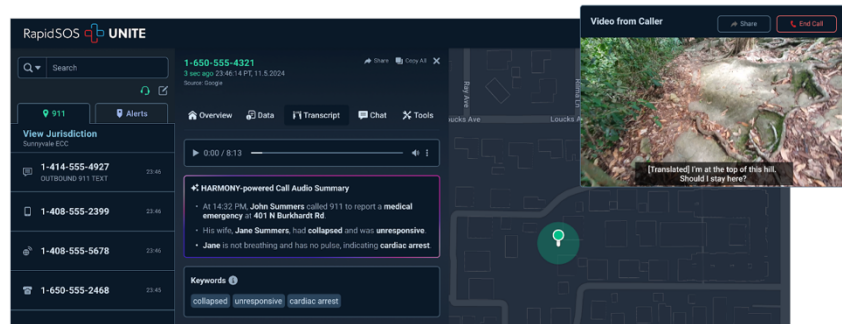
All your voice, video, and text needs now integrated natively within UNITE.

You can have a single screen for:



For more information and resources

Website: www.rapidsos.com | E



- Language translation for text and chat
- Video on-screen transcription with voice translation
- Voice call language transcription and translation
- Voice call AI summarization and keyword alerting
- Unlimited configurable text quick responses
- Text, Voice, Video and Multimedia storage



For more information and resources, contact RapidSOS today.

Website: www.rapidsos.com | Email: psgsales@rapidsos.com

Master Services Agreement

This Master Services Agreement (“**Agreement**”), entered into concurrent with the execution of each Order (“**Effective Date**”), by and between RapidSOS, Inc. (“**RapidSOS**”), and Agency (or “**Customer**”). This Agreement will govern all subsequent purchases by Customer for the RapidSOS Paid Modules, as defined below, and all such subsequent orders executed under this Agreement (“**Order(s)**” or “**Order Form(s)**”) made by Customer shall be also incorporated into this Agreement by reference as an Order.

1. DEFINITIONS

“**Agency**” means a Public Safety Answering Point (PSAP) or Emergency Communications Center (ECC), as defined in the rules of the Federal Communications Commission (FCC), requesting access to RapidSOS Paid Module and refers to the Customer identified in the applicable Order Form.

“**Agency Systems**” means any product, service or solution to which any RapidSOS Paid Module will interface, integrate or to which RapidSOS shall access in order to provide any RapidSOS Paid Module. A description of the Agency Systems will be set forth in the applicable Scope of Work. For the purposes of this Agreement all references to Customer’s systems will have the same effect as Agency’s systems.

“**Privacy Policy**” means the RapidSOS Emergency-Related Services Privacy Policy located at: <https://rapidsos.com/legal/emergency-related-services-privacy-policy>.

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

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

2. LICENSE AND RESTRICTIONS

- 2.1. **License to RapidSOS Paid Modules.** Subject to the terms and conditions of this Agreement and any Module-specific terms (including the Order Form(s) and any other agreements referred to herein) and during the Term, RapidSOS hereby grants to Customer a revocable limited non-exclusive license (a) to access, use, reproduce, distribute, display, transmit, and otherwise make available the RapidSOS Paid Modules as are selected in the Order Form(s) purchased from a reseller of RapidSOS to its Personnel to the extent provided for in the Order Form(s); (b) to use and reproduce all Documentation for the RapidSOS Paid Modules and to grant individuals acting on Customer’s behalf (“**Personnel**”) the right to use and reproduce such Documentation solely for Customer’s internal function to the extent reasonably necessary to support the Customer’s Personnel’s, and, if necessary, Agency’s, use of the RapidSOS Paid Modules in accordance with the license rights granted in Section 2.1.
- 2.2. **License to Agency Systems.** Subject to the terms and conditions of this Agreement and during the Term, Customer hereby grants to RapidSOS the right to (a) access, use, reproduce, distribute, display, transmit, and otherwise make available the Customer Systems for the purposes of fulfilling RapidSOS’s duties hereunder; and (b) use and reproduce all Documentation for the Customer’s Systems solely to the extent reasonably necessary to support the use of the RapidSOS Paid Module. Customer owns all right, title, and interest in and to the Customer’s Systems, and any alterations, adjustments, and all improvements, enhancements, and derivatives thereof, including all associated intellectual property rights found therein.
- 2.3. **Restrictions.** RapidSOS retains ownership of the RapidSOS Paid Modules. Customer shall not (and shall not authorize any third party to) (a) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any RapidSOS Paid Modules (except to the extent that applicable law prohibits reverse engineering restrictions), (b) sell, transfer, assign, sublicense, or otherwise convey to any third party, or grant to any third party any right to use the RapidSOS Paid Module(s) (c) resell, provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use, in each case, for the benefit of any third party, any RapidSOS Paid Modules (except as necessary for Customer to integrate the Customer Systems with the RapidSOS Paid Modules to make certain functionality available to Personnel, and except as otherwise authorized by RapidSOS), or (d) possess or use any RapidSOS Paid Modules, or allow the transfer, transmission, export, or re-export of any RapidSOS Paid Modules or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department’s Office of Foreign Assets Control, or any other government agency.

- 2.4. **Usage Monitoring.** RapidSOS monitors and collects configuration, performance, usage, and consumption data, including but not limited to date and time of event, type of operation executed by the flow execution (e.g. SMS, call, 9-1-1 call, telephony events, etc.), total number of success/failed calls, and errors raised by execution (“**Usage Data**”), relating to the use of RapidSOS Paid Modules by Personnel, and may monitor Customer’s use of the RapidSOS Paid Modules, in each case: (a) to facilitate the delivery of the RapidSOS Paid Modules (such as tracking entitlements, providing support, monitoring the performance, integrity, and stability of the RapidSOS Paid Modules’ infrastructure, and preventing or addressing service or technical issues), (b) to improve the RapidSOS Paid Modules and provide anonymized analytics, (c) to ensure compliance with the terms of this Agreement, and (d) to train on or provide or facilitate technical support for the RapidSOS Paid Module or to improve emergency response or the utilization of the RapidSOS Paid Module. Customer shall not block or interfere with any such monitoring.
- 2.5. **Updates.** Customer acknowledges that from time to time, and at its sole discretion, RapidSOS may update and modify the RapidSOS Paid Modules, as well as discontinue certain portions thereof (in each instance, an “**Update**”). Customer shall implement and use the most current version of the RapidSOS Paid Modules and make any changes to the Customer Systems that are required as a result of such update, at Customer’s sole cost and expense within 90 days for immaterial changes that are easily implemented and do not adversely affect Customer and within 180 days for material changes. Updates may adversely affect the manner in which the Customer Systems accesses or communicates with the RapidSOS Paid Modules or how data is rendered by the RapidSOS Paid Modules. Customer’s continued access or use of the RapidSOS Paid Modules following an update will constitute binding acceptance of the Update. In accordance with the terms set forth herein, RapidSOS will use commercially reasonable efforts to assist Customer with integrating any Update.
- 2.6. **Customer Permitted Users.** Customer is responsible for account set-up of Personnel with access to the RapidSOS Paid Modules (“**Permitted Personnel**”). Customer agrees to be responsible for the acts and/or omissions of the Permitted Personnel who access the RapidSOS Paid Modules. In order to access the RapidSOS Paid Modules, each Permitted Personnel agrees to be bound by the terms and conditions of the Privacy Policy and the applicable RapidSOS Paid Modules EULA(s), together with the Customer. No terms of any agreement entered into between Customer and any Permitted Personnel will be binding on RapidSOS. In all instances, the Customer agrees to share data related to such Permitted Personnel as is reasonably requested by RapidSOS prior to giving such Permitted Personnel access to the RapidSOS Paid Modules. RapidSOS may, from time to time, modify the terms of the Privacy Policy or applicable EULA, with the modifications becoming effective upon publishing at the relevant URL provided on the Order(s). Customer will ensure that its Permitted Personnel agree at all times to the most recent Privacy Policy and EULA(s) published at the provided URL.
- 2.7. **Service Level Agreement.** RapidSOS will use commercially reasonable efforts to ensure that the RapidSOS Paid Modules are available with the uptime indicated in [Exhibit A](#), excluding time for scheduled updates and maintenance and any downtime caused by third parties or other matters outside of such party’s control.
- 2.8. **Roles and Responsibilities of Customer.** Customer is responsible for the accuracy of the information transmitted to the RapidSOS Paid Modules and will take commercially reasonable actions to adequately vet any such information transmitted to the RapidSOS Paid Modules; it being understood that RapidSOS is not responsible for the accuracy of such information.

3. TERM AND TERMINATION

- 3.1. **Term.** This Agreement will begin on the Order Effective Date and continue for the term on the applicable Order unless earlier terminated in accordance with the Agreement (the “**Term**”).
- 3.2. **Termination.** Either party may terminate this Agreement upon written notice to the other party (the “**Non-Terminating Party**”) if the Non-Terminating Party breaches any provision of this Agreement and does not cure the breach within 30 days after receiving written notice thereof.
- 3.3. **Termination by RapidSOS.** In addition, RapidSOS shall have the right, in its sole and reasonable discretion, to immediately terminate the Agreement or suspend the affected RapidSOS Paid Module if (a) Customer has committed a breach of this Agreement that is incapable of cure, (b) any act or omission of an Customer threatens to compromise the health and/or safety of the public or the security or integrity of any

RapidSOS Paid Module or Service or other RapidSOS property, (c) RapidSOS reasonably believes that Customer's use of the RapidSOS Paid Module violates any law, regulation, rule or order and such violation continues for a period of 10 days following RapidSOS written notice of the same to Customer, or (d) RapidSOS reasonably determines that Customer's use of the RapidSOS Paid Module violates any usage policy or guidelines that have been provided to Customer by RapidSOS in writing and such violation continues for a period of 10 days following RapidSOS written notice of the same to Customer.

- 3.4. Termination by Customer.** If sufficient funds are not appropriated or otherwise made legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 3.5. Effect of Termination or Non-Renewal.** Upon termination or expiration of this Agreement, (a) Customer shall immediately cease all use of the RapidSOS Paid Modules, (b) Customer 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, (c) each party shall promptly cease using and destroy or return to the other party all items that contain any Confidential Information of the other party; and (d) all terms and conditions of this Agreement that reasonably should survive termination will so survive. No refunds or credits for any charges or other fees or payments will be provided to Customer. In no event will RapidSOS's termination for cause pursuant to Section 3.2 relieve Customer or Customer's obligations, including the obligation to pay any charges, fees, or other payments payable to RapidSOS for the period prior to the effective date of termination.

4. FEES AND PAYMENT TERMS; USAGE AUDITS

- 4.1. Payment.** Customer shall pay RapidSOS, in US Dollars, the fees set forth in each Order Form in accordance with the payment terms set forth therein and in accordance with the Illinois Local Government Prompt Payment Act 50 ILCS 505 *et seq.* All payments made by Customer are non-refundable.
- 4.2. Non-Cancellable.** Except for termination of an Order by Customer under Sections 3.2 and 3.4, Customer's obligation to pay the Fees is non-cancellable.
- 4.3. Delinquent Payments.** If Customer is delinquent on payments, access to the RapidSOS Paid Modules may be suspended if delinquent payment continues for a period of five (5) days following RapidSOS written notice or terminated for breach under Section 3.
- 4.4. Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides RapidSOS a valid tax exemption certificate. RapidSOS shall collect such taxes on invoices from Customer in accordance with all applicable laws and regulations.
- 4.5. Usage Audits.** Fees are based on the forecasted number of concurrent users of the RapidSOS Paid Module(s) during a typical shift. RapidSOS will assess usage on an annual basis and where the forecasted number of concurrent users set forth in the applicable Order is below Customer's actual usage, RapidSOS may right-size the scope of the Order going forward.

5. WARRANTY AND WARRANTY DISCLAIMER

- 5.1. Warranty.** RapidSOS shall provide the RapidSOS Paid Modules set forth herein using commercially reasonable efforts in a good workmanlike manner consistent with standard industry practices.
- 5.2. Warranty Disclaimer.** EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (a) RAPIDSOS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER, (b) RAPIDSOS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUALITY, ACCURACY, OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADED, COURSE OF DEALING, OR COURSE OF PERFORMANCE, AND, (c) RAPIDSOS DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES ARE ERROR-FREE OR THAT THE OPERATION OF ANY PARTY'S SERVICES OR PROPRIETARY TECHNOLOGY, WILL BE SECURE OR UNINTERRUPTED. NOTWITHSTANDING ANYTHING TO THE CONTRARY, RAPIDSOS SHALL HAVE NO OBLIGATION OR ANY LIABILITY TO ANY THIRD PARTY HEREUNDER. CUSTOMER AGREES THAT RAPIDSOS CANNOT CONTROL THE MANNER IN WHICH EMERGENCY SERVICES ARE RENDERED, AND THEREFORE CANNOT AND DOES NOT GUARANTEE THAT EMERGENCY SERVICE PROVIDERS WILL PERFORM IN ANY WAY OR WILL UTILIZE THE

INFORMATION PROVIDED.

6. **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, USER SYSTEMS, THE RAPIDSOS PAID MODULES, OR OTHER SERVICES: (A) ANY LOSS OF BUSINESS, CONTRACTS, PROFITS, ADVANTAGE, ANTICIPATED SAVINGS, GOODWILL, REVENUE, OR INCREASED COST OF OPERATIONS; OR (B) ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES). IN NO EVENT WILL EITHER PARTY'S CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, EXCEED THE AMOUNT IN US DOLLARS PAID BY THE CUSTOMER TO RAPIDSOS UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT, ACT, OR OMISSION GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS AND EXCLUSION OF LIABILITY SET FORTH IN THIS SECTION DO NOT APPLY TO (I) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (II) LIABILITY RESULTING FROM THE FRAUD OR WILLFUL OR CRIMINAL MISCONDUCT OF A PARTY, (III) DAMAGES ARISING OUT OF A PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (IV) CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 4. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT DAMAGES WERE FORESEEABLE.

7. INTELLECTUAL PROPERTY

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

8. CONFIDENTIALITY

8.1. **Definition.** "Confidential Information" 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. Confidential Information does not include, as shown by Recipient through written records, information that: (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 has become, generally available to the public, or (d) was independently developed by Recipient without access to, or use of, the Confidential Information.

8.2. **Use of Confidential Information.** Recipient will protect Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as it protects its own Confidential Information, and with no less than reasonable care. Recipient may use the Disclosing Party's Confidential Information solely as is necessary to carry out the duties and obligations set forth in this Agreement and to those who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder and may disclose relevant aspects of Disclosing Party's Confidential Information as required by law. Without limiting the foregoing, each party shall not use or disclose the other party's intellectual property rights, including trade secrets or other proprietary know-how to invent, author, make, develop, design, otherwise enable others to invent, author, make, develop, or design identical or substantially similar designs as those developed under this Agreement for any third party. Each party agrees to take reasonable measures to maintain the secrecy of the other party's trade secrets.

8.3. **Unauthorized Acts.** Recipient shall: (a) promptly notify Disclosing Party promptly of any material unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information, (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.

9. INDEMNIFICATION

9.1. Defense and Indemnification. RapidSOS shall defend, indemnify, and hold harmless the Customer and its officers, directors, shareholders, employees, and their respective heirs, executors, administrators, successors and permitted assigns from and against any third-party claim based upon (a) RapidSOS's gross negligence, fraud, or criminal or willful misconduct, or (b) the RapidSOS's Systems infringing the intellectual property rights of such third party (pursuant to Section 9.1.1 below) (an "Infringement Claim"), and indemnify the Customer from the resulting costs and damages finally awarded against Customer to such third party by a court of competent jurisdiction or agreed to in settlement.

9.1.1. Exclusions. Notwithstanding anything to the contrary, RapidSOS will have no obligation under Section 9.1 or otherwise with respect to any Infringement Claim based on: (a) combination of RapidSOS Paid Modules with non-RapidSOS products, content, or business processes for a purpose or in a manner not permitted by this Agreement, (b) use of the RapidSOS Paid Modules for a purpose or in a manner not permitted by this Agreement, (c) any RapidSOS Paid Modules provided on a no-charge basis, (d) Customer or Personnel content, (e) modifications to the RapidSOS Paid Modules by the Customer or Personnel or a third party under the direction or control of same, (f) RapidSOS's reasonable adherence to the Customer's or Personnel's written requirements, (g) any third-party acts or omissions, equipment, services, software, application programming interface, or library, or (h) any other use, of any kind, of the RapidSOS Paid Modules in violation of this Agreement. Section 9 sets forth Customer's sole and exclusive remedy, and RapidSOS entire liability, for any Infringement Claim.

9.1.2. Procedures. Customer shall: (a) give RapidSOS prompt written notice of the claim within 30 days of any legal action, (b) to the extent legally permissible, grant the RapidSOS full and complete control over the defense and settlement of the claim (provided such settlement releases the Customer of all liability and damages); provided that the Customer may participate in the defense and settlement of the claim at its own expense to the extent the Customer's counsel coordinates with the RapidSOS's counsel, and (c) reasonably assist RapidSOS with the defense and settlement of the claim as the RapidSOS may reasonably request. Notwithstanding anything to the contrary, the DuPage County State's Attorney is the exclusive legal representative of the County and the Customer. Nothing contained herein shall be construed as prohibiting the DuPage County State's Attorney's Office from defending the Customer, its officials, directors, officers, agents and employees, from defending through the selection and use of its own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them.

9.1.3. Remedies. If the RapidSOS Paid Modules become, or in RapidSOS's opinion are likely to become, the subject of an Infringement Claim, RapidSOS shall, at its option and expense, do one of the following: (a) procure for Customer the right to make continued use of the affected RapidSOS Paid Modules, (b) replace or modify the affected RapidSOS Paid Module or API to make it non-infringing, (c) terminate this Agreement and refund any prepaid fees paid by Customer.

10. GENERAL PROVISIONS

10.1. Independent Contractor Relationship. RapidSOS and Customer are independent contractors, and this Agreement will not be construed to determine that a party is a partner, joint venture, employment relationship, agent or fiduciary of the other party, to create any other form of legal association.

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

10.3. Notices. All notices must be in English. Notices posted on RapidSOS's site are effective upon posting. Notices by email are effective on the sent date of the email with email notices to RapidSOS being sent to legal@rapidos.com. Notices sent to the address of the party listed on the Order Form(s) are effective on receipt.

10.4. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. RapidSOS may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

10.5. Representation and Warranties. Each Party hereby represents and warrants that: (i) the Party has all necessary right, power and authority to execute, deliver and perform this Agreement, (ii) the execution, delivery and performance of this Agreement by the Party does not and will not contravene, violate, or constitute a default under applicable law, or any agreement or instrument to which the Party is a party or is

otherwise subject, and (iii) the Party is and will be in compliance in all material respects with all applicable law.

- 10.6. Force Majeure.** Except for Customer's payment obligations, neither party will be deemed in breach for any cessation, interruption, or delay in the performance of its obligations 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) (each a "**Force Majeure Event**").
- 10.7. 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.
- 10.8. Governing Law.** Absent a requirement that Customer's state law applies, 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 Illinois without regard to its rules of conflict of laws.
- 10.9. Entire Agreement.** This Agreement, including its Exhibits, Order Forms, EULA(s), SOW(s), and Attachments hereto, constitutes the entire agreement between the Parties. The Agreement supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between parties and all prior agreements.
- 10.10. Counterparts.** This Agreement may be executed in counterparts, whether scanned, faxed or electronically signed copies, each of which will be deemed an original and will constitute the same instrument.

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