RapidSOS

Master Services Agreement

This Master Services Agreement **("Agreement")**, entered into concurrent with the execution of each Order **("Effective Date")**, by and between RapidSOS, Inc., a Delaware corporation with a principal place of business at 3 Park Avenue, 22nd Floor, New York, NY 10016 **("RapidSOS")**, and Agency (or "**Customer**").

1.   DEFINITIONS

When used in this Agreement, the following capitalized terms shall have the meanings set forth below:

"**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 Service and refers to the Customer identified in the applicable Order Form.

"**APIs**" means the Application Programming Interfaces made available to Agency by RapidSOS to access the RapidSOS Services.

"**Agency Systems**" means any product, service or solution to which any RapidSOS Service will interface, integrate or to which RapidSOS shall access in order to provide any RapidSOS Service. A description of the Agency Systems will be set forth in the applicable Scope of Work.

"**Order**" or "**Order Form**" means each order that is executed under this Agreement for the RapidSOS Services purchased by the Agency.

"**Premium Agency EULA**" means the RapidSOS Premium License Agreement agreed to as part of the Order Form process and located at this URL: https://rapidsos.com/legal/premium-eula/

"**RapidSOS Service(s)**" means RapidSOS's programs, platforms, or other products or services, including but not limited to the RapidSOS APIs, RapidSOS Analytics, RapidSOS Emergency Data Exchange, RapidSOS Emergency Response Data Platform, and RapidSOS Premium.

"**RapidSOS Premium**" means RapidSOS's browser-based tool that provides one unified mapping solution that combines multiple features and critical data for all emergencies in an Agency's jurisdiction.

"**Term**" has the meaning ascribed to such term in the Order.

"**Terms of Use**" means the RapidSOS Premium Terms of Use agreed to by the Agency as part of the Order Form for RapidSOS Services and available at this URL: https://rapidsos.com/legal/terms-of-use/

2.   DESCRIPTION OF SERVICES

During the Term, RapidSOS shall provide Agency, subject to the terms and conditions of this Agreement and the agreements referenced herein, with those RapidSOS Services as are selected in the Order Form or purchased from a reseller of RapidSOS. The terms of this Agreement (including the Order Form and any other agreements referred to herein) shall prevail over the terms of any purchase order or other document provided by Agency unless signed by an authorized representative of RapidSOS.

3. LICENSE AND RESTRICTIONS

3.1   License.

3.1.1.   **License to RapidSOS Services.** Subject to the terms and conditions of this Agreement (including the Order Form and any other agreements referred to herein) and during the Term, RapidSOS hereby grants to Agency a revocable limited non-exclusive license (a) to access, use, reproduce, distribute, display, transmit, and otherwise make available the RapidSOS Services to its Personnel to the extent provided for in the Order Form; (b) to use and reproduce all Documentation for the RapidSOS Services and to grant Personnel the right to use and reproduce such Documentation solely for Agency's internal function to the extent

reasonably necessary to support the Agency's Personnel's use of the RapidSOS Services in accordance with the license rights granted in Section 3.1.1.

3.1.2. **License to Agency Systems.** Subject to the terms and conditions of this Agreement and during the Term, Agency hereby grants to RapidSOS the right to (a) access, use, reproduce, distribute, display, transmit, and otherwise make available the Agency Systems for the purposes of fulfilling RapidSOS's duties hereunder; and (b) use and reproduce all Documentation for the Agency Systems solely to the extent reasonably necessary to support the use of the RapidSOS Service. Agency owns all right, title, and interest in and to the Agency Systems, and any alterations, adjustments, and all improvements, enhancements, and derivatives thereof, including all associated intellectual property rights found therein.

3.2. Restrictions.

3.2.1. **RapidSOS retains ownership of the RapidSOS Services.** Agency 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 of the RapidSOS Services (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, any RapidSOS Services (except as necessary for Agency to integrate the Agency Systems with the RapidSOS Services to make certain functionality available to Personnel, and except as otherwise authorized by RapidSOS), or (c) possess or use any RapidSOS Services, or allow the transfer, transmission, export, or re-export of any RapidSOS Services 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.

3.2.2. Neither party shall sell, transfer, assign, sublicense, or otherwise convey to any third party, or grant to any third party any right to use, the other party's services or solutions or any of the intellectual property rights licensed to it by the other party in this Agreement, without, in each case, the express prior written consent of the party that owns the services, solutions or intellectual property, such consent to be granted or withheld in consenting party's sole discretion, except to the extent required by RapidSOS in order to deliver services as necessary for response to emergency events. Any purported sale, transfer, assignment, sublicense, or other conveyance of rights granted under this Agreement, not in full conformity with this Section, shall be void from the beginning.

3.3. **Usage Monitoring.** RapidSOS monitors and collects configuration, performance, usage, and consumption data relating to the use of RapidSOS Services by Personnel, and may monitor Agency's use of the RapidSOS Services, in each case: (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, (c) to ensure compliance with the terms of this Agreement. Agency shall not block or interfere with any such monitoring. For the avoidance of doubt, Agency 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 Agency consisting of: (a) date and time of event; (b) type of operation executed by the flow execution (e.g. SMS, call, 9-1-1 call, telephony events, etc.); (c) total number of success/failed calls; (d) errors raised by execution; and (e) data as necessary to train on or provide or facilitate technical support for the RapidSOS Services or to improve emergency response or the utilization of the RapidSOS Services (collectively, **"Usage Data"**).

3.4. **Updates.** Agency acknowledges that from time to time, and at its sole discretion, RapidSOS may update and modify the RapidSOS Services, as well as discontinue certain portions thereof (in each instance, an **"Update"**). Agency shall implement and use the most current version of the RapidSOS Services and make any changes to the Agency Systems that are required as a result of such update,

at Agency's sole cost and expense within 90 days for immaterial changes that are easily implemented and do not adversely affect Agency and within 180 days for material changes. Updates may adversely affect the manner in which the Agency Systems accesses or communicates with the RapidSOS Services or how data is rendered by the RapidSOS Services. Agency's continued access or use of the RapidSOS Services 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 Agency with integrating any Update.

3.5. **Agency Permitted Users.** With respect to the RapidSOS Services, Agency is responsible for the account creation of individuals acting on Agency's behalf ("**Personnel**") who will be granted permission by Agency to access the RapidSOS Platform in order to receive the RapidSOS Services ("**Agency Permitted Users**"). Agency agrees to be responsible for the acts and/or omissions of the Agency Permitted Users or any other Personnel who access the RapidSOS Services. In order to access the RapidSOS Services, each Agency Permitted User agrees to be bound by the terms and conditions of the Terms of Use and Premium Agency EULA, together with the Agency. To the extent not prohibited by law, Agency will indemnify and hold RapidSOS harmless from and against any and all claims or other damages arising from or related to the use of the RapidSOS Services by Agency's Personnel, including any breach of the Terms of Use and Premium Agency EULA by the Personnel. No terms of any agreement entered into between Agency and any Personnel will be binding on RapidSOS unless agreed to by RapidSOS in an instrument exactly specifying such terms and signed by an authorized officer of RapidSOS. In all instances, the Agency agrees to share data related to such Personnel as is reasonably requested by RapidSOS prior to giving such Personnel access to the RapidSOS Services. RapidSOS may, from time to time, modify the terms of the Terms of Use or Premium Agency EULA, with the modifications becoming effective upon publishing of the Terms of Use or Premium Agency EULA at the relevant URL provided. Agency will ensure that its Personnel agree at all times to the most recent Terms of Use and Premium Agency EULA published at the provided URL.

3.6. **Service Level Agreement.** RapidSOS will use commercially reasonable efforts to ensure that the RapidSOS Services 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.

3.7. **Roles and Responsibilities of Agency.** Agency shall provide access and dedicated resources to support integration of the RapidSOS Services with the Agency Systems. Agency shall assign an adequate number of Agency Personnel to perform the services necessary for the successful provision of the RapidSOS Services. Agency will not charge RapidSOS for the costs of training such Agency Personnel, including the time necessary for such Personnel to become familiar with the RapidSOS Services. Agency shall comply with all laws, regulations, rules, and orders applicable to the actions of Agency contemplated under this Agreement. Agency is responsible for the accuracy of the information transmitted to the RapidSOS Services and will take commercially reasonable actions to adequately vet any such information transmitted to the RapidSOS Services; it being understood that RapidSOS is not responsible for the accuracy of such information.

3.8. **Roles and Responsibilities of RapidSOS.** RapidSOS shall (a) provide resources to support the development and integration of the RapidSOS Services and Agency System, (b) make the RapidSOS Services and associated services available to the relevant Agency developers and employees, and (c) comply with all laws, regulations, rules, and orders applicable to the actions of RapidSOS contemplated under this Agreement.

3.9. **Suspension of Service.** Agency agrees that RapidSOS may suspend access to the RapidSOS Services if: (a) RapidSOS reasonably believes that Agency's use of the RapidSOS Services 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 Agency, (b) RapidSOS reasonably determines that Agency's use of the RapidSOS Services violates any usage policy or guidelines that have been provided to Agency by RapidSOS in writing and such violation continues for a period of 10 days following RapidSOS written notice of the same to Agency, or (c) as otherwise provided in Section 10.

4. **FEES AND PAYMENT TERMS; USAGE AUDITS**

4.1. **Payment.** In consideration for the rights granted in this Agreement, Agency shall pay RapidSOS, directly or through a reseller, the fees set forth in each Order Form in accordance with the payment terms set forth therein, provided that, unless otherwise expressly stated in the Order, all pricing may increase no less than 5% annually.

4.2. **Non-Cancellable.** Except for termination of an Order by Agency under Sections 10.2 and 10.4, Agency's obligation to pay the Fees is non-cancellable and all payments made by Agency are non-refundable.

4.3. **Delinquent Payments.** If Agency is delinquent on payments, access to the RapidSOS Services may be suspended if delinquent payment continues for a period of five (5) days following RapidSOS written notice or terminated for breach under Section 10.2.

4.4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides RapidSOS a valid tax exemption certificate. RapidSOS shall collect such taxes on invoices from Agency in accordance with all applicable laws and regulations.

4.5. **Usage Audits.** Fees are based on the forecasted number of users who have accessed the RapidSOS Service concurrently during a typical shift. In order to provide the Agency with flexibility during periods of surge seating, RapidSOS will not block user access or bill the Agency for additional charges if additional concurrent users attempt to log in. Instead, RapidSOS will assess usage on an annual basis. If the Agency is consistently using beyond the forecasted number of concurrent users set forth in the applicable Order, at RapidSOS's request, the Agency will work in good faith with RapidSOS to find a mutually agreeable plan to right-size the scope of the Order going forward.

5. **WARRANTY AND WARRANTY DISCLAIMER**

5.1. **Warranty.** RapidSOS shall provide the RapidSOS Services 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. Agency 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 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 SERVICES, 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 PAID BY THE AGENCY 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) AGENCY'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 CONTACT, 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 Services, including any alterations, adjustments, and all improvements, enhancements, and derivatives thereof, including all associated intellectual property rights found therein. Agency 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.

8. CONFIDENTIALITY

8.1. Use of Confidential Information. All Confidential Information relating to a party (the **"Disclosing Party"**) shall be held in confidence by the other party (the **"Recipient"**) to the same extent and with at least the same degree of care as the Recipient protects its own confidential or proprietary information of like kind and importance, but in no event using less than a reasonable degree of care. **"Confidential Information"** of the Disclosing Party includes all information obtained by Recipient that (a) given its nature and context, should reasonably be deemed confidential, (b) is generally unavailable to the public, (c) has material economic value or potential material economic value to the Disclosing Party's present or future business, or (d) has been marked "confidential" or other similar designation. Recipient may use the Disclosing Party's Confidential Information solely to carry out the obligations and business relationship set forth in this Agreement. 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, 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. 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.

8.2. Exceptions. Recipient's obligations under Section 8.1 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 has become, generally available to the public, or (d) was independently developed by Recipient without access to, or use of, the Confidential Information.

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

8.4. IF, AS PART OF THE RAPIDSOS SERVICES, RAPIDSOS TRANSMITS DATA TO USER IN ORDER TO

QUERY AGAINST THE AGENCY SYSTEMS, AGENCY AGREES THAT IT SHALL NOT USE, STORE, EITHER FOR ITSELF OR FOR OTHERS, SUCH DATA OTHER THAN FOR THE PURPOSES OF FACILITATING EMERGENCY ASSISTANCE AS CONTEMPLATED HEREIN. HOWEVER, NOTHING HEREIN IS INTENDED TO RESTRICT AGENCY FROM PROCESSING DATA THAT IS INDEPENDENTLY COLLECTED AND USED BY AGENCY FOR ITS OWN BUSINESS PURPOSES.

9. INDEMNIFICATION

9.1. RapidSOS Indemnity

9.1.1. **Defense and Indemnification.** Subject to Section 9.1, RapidSOS shall defend, indemnify, and hold harmless Agency and its officers, directors, shareholders, employees, and their respective heirs, executors, administrators, successors and permitted assigns (collectively, the **"Agency Indemnified Parties"**) against any third-party claim proximately caused by (a) RapidSOS gross negligence, fraud, or criminal or willful misconduct, or (b) RapidSOS Services infringing the intellectual property rights of such third party (pursuant to Section 9.1.3 below) (an **"Infringement Claim"**), and indemnify Agency from the resulting costs and damages finally awarded against Agency to such third party by a court of competent jurisdiction or agreed to in settlement.

9.1.2. **Remedies.** If the RapidSOS Services 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 Agency 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, (c) terminate this Agreement and refund any prepaid fees paid by Agency.

9.1.3. **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 Services 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 Services for a purpose or in a manner not permitted by this Agreement, (c) any RapidSOS Services provided on a no-charge basis, (d) Agency or Personnel content, (e) modifications to the RapidSOS Services by the Agency or Personnel or a third party under the direction or control of same, (f) RapidSOS's reasonable adherence to the Agency'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 Services in violation of this Agreement. Section 9.1 sets forth Agency's sole and exclusive remedy, and RapidSOS entire liability, for any Infringement Claim.

9.2. Agency Indemnity.
To the extent not prohibited by law, Agency shall defend, indemnify, and hold harmless RapidSOS and its officers, directors, shareholders, employees, and their respective heirs, executors, administrators, successors and permitted assigns (collectively, the **"RapidSOS Indemnified Parties"**) from and against any third-party claim based upon (a) Agency's gross negligence, fraud, or criminal or willful misconduct, or (b) the Agency Systems infringing the intellectual property rights of such third party, and indemnify RapidSOS from the resulting costs and damages finally awarded against RapidSOS to such third party by a court of competent jurisdiction or agreed to in settlement. Agency shall indemnify RapidSOS from any claims by Agency's Personnel related to actions by Agency or third-party integrations.

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 within 30 days of any legal action, (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); 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.

10. TERM AND TERMINATION

10.1. Term. The provisions related to the Term for each Order are set forth in the Order.

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 or **Exhibit A** (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.

10.3. 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 Service if (x) Agency has committed a breach of this Agreement that is incapable of cure, or (y) any act or omission of an Agency threatens to compromise the health and/or safety of the public or the security or integrity of any RapidSOS Service or other RapidSOS property.

10.4. Termination by Agency. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

10.5. 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 Agency. Termination will not, however, relieve either party of obligations incurred prior to the effective date of the termination.

10.6. Effect of Termination or Non-Renewal. Upon termination or expiration of this Agreement, (a) Agency shall immediately cease all use of the RapidSOS Services, (b) if this Agreement is not renewed or is terminated by RapidSOS in accordance with Section 10.2, (i) Agency 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 (b) 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 (c) all terms and conditions of this Agreement that reasonably should survive termination will so survive. For the avoidance of doubt, no refunds or credits for any charges or other fees or payments will be provided to Agency. In no event will RapidSOS's termination for cause pursuant to Section 10.2 relieve Agency or Agency's obligation to pay any charges, fees, or other payments payable to RapidSOS for the period prior to the effective date of termination.

11. GENERAL PROVISIONS

11.1. Independent Contractor Relationship. RapidSOS and Agency 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.

11.2. 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.

11.3. Notice. 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. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with RapidSOS. Notices to RapidSOS shall be provided to RapidSOS, Inc., 3 Park Ave, Floor 22, New York, NY 10016 with a copy to legal@rapidos.com. 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 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.

11.5. 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.

11.6. 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**").

11.7. 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.

11.8. Governing Law. Absent a requirement that Agency'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 New York without regard to its rules of conflict of laws.

11.9. Entire Agreement. This Agreement, including its Exhibits, Order Forms, SOW, 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.

11.10. 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.

11.11. Currency. All payments, costs, fees, and any dollar amounts expressed in this Agreement and any attachments hereto refer to United States Dollars.

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