
Acknowledgement of Enterprise 911 Terms

Intrado Life & Safety, Inc. (“Intrado”) is willing to provide emergency routing services, software licenses, and/or support and maintenance services to customer signing below (“Customer”) only if Customer accepts all of these terms (“Agreement”).

Product and Service Descriptions

The following product and service descriptions at <https://www.intrado.com/legal-privacy/terms-conditions> will apply, as applicable to the product or service purchased by Customer from Intrado or an authorized Reseller, and are incorporated into this Agreement. These may be updated from time to time:

- Emergency Routing Service (ERS) for USA Service Guide
- Emergency Routing Service (ERS) for Canada Service Guide
- Safety Shield and Safety Suite
- Revolution
- Emergency Data Broker Services
- Desk Alert Data Sheet
- Phone Discovery Manager Data Sheet
- Emergency Gateway Data Sheet
- Emergency Gateway Managed Service
- Technical Support, License, Maintenance, and Implementation Service Guide
 - Emergency Gateway Maintenance Plus Service Addendum
- Location Data Management for MLTS Operations (PS/ALI) Web-Based Service Guide
- Location Data Management for MLTS Operators (PS/ALI) Direct File Exchange Service Guide
- PSAP Link Service Guide

Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA, OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF INTRADO FOR ANY REASON WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER UNDER THE RELEVANT ORDER IN THE SIX MONTHS PRIOR TO THE CLAIM. THESE LIMITS ON LIABILITY APPLY WHETHER THE CLAIM ARISES OUT OF BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY, AND EVEN IF THE DAMAGES ARE POSSIBLE OR FORESEEABLE.

Indemnity

Customer agrees to defend, indemnify, and hold Intrado and its affiliates, as well as their respective directors, officers, and employees, harmless from any losses, liabilities, damages, fines, penalties, actions, claims, or expenses (collectively referred to as “Claims”), (including reasonable lawyer’s fees and court costs) that Intrado may suffer or incur as a result of a Claim brought or asserted against Intrado by any third party, to the extent arising out of, relating to, or caused by any act or omission of Customer or a user (including Customer’s or a user’s failure to provide Intrado with accurate data) which prevents a 9-1-1 call made by Customer or one of its users from being successfully routed by Intrado, except to the extent caused by Intrado’s gross negligence or reckless or willful misconduct.

General Provisions

Relationship of the Parties

The parties are independent contractors, and nothing herein will be construed to any other effect. Each party alone will determine, supervise, and manage the method, details, and means of performing its obligations. Except as agreed in writing, neither party will act, attempt to act, or represent itself, directly or

by implication, as the other party's agent. Each party will be solely responsible for the compensation, fringe benefits, and withholding; and payment of all applicable federal, state, provincial, and local taxes for its own employees, as applicable.

Amendments

Except as expressly permitted herein, this Agreement may not be amended except in a writing signed by Intrado and Customer.

No Waiver

No waiver by either party of any breach of any term or condition of the terms and conditions set out herein by the other party shall be deemed to constitute a waiver of any other breach, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy hereunder operate as a waiver thereof. No waiver given by a party hereunder shall be binding upon such party unless expressed in writing and signed by such party.

Entire Agreement

This Agreement is the complete, final, and exclusive statement of the terms of the agreement between the parties and supersedes any and all prior and contemporaneous representations, warranties, negotiations, and agreements, whether oral or written, between the parties relating to the subject matter hereof.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or to any dispute arising therefrom.