

General Terms for Enterprise 911

These General Terms for Enterprise 911 (“Terms”) apply to sales made by Intrado Life & Safety, Inc. (if in the United States) or Intrado Life & Safety Canada, Inc. (if not in the United States) (as applicable, “Intrado”) to the customer issuing a purchase order to Intrado or a Intrado authorized reseller (“Customer”), as of the date of such purchase order (“Effective Date”). These Terms consist of these terms and conditions, any quotes from Intrado to Customer on which a purchase order is based (each, an “Order”), and any other terms and conditions referenced in the Order describing the Intrado services (“Services”), software object code, and accompanying documentation (“Software”) and/or hardware or other equipment (“Appliances”) that Intrado agrees to provide to Customer. “Affiliate” has the meaning in Rule 405 of the U.S. Securities Act of 1933, as amended. Services, Software, and Appliances may collectively be referred to as the “Products.”

1. Payment

1.1. Invoices; CPI

Customer will pay the fees described in Orders. Invoices may be transmitted electronically and are payable via electronic funds (ACH, EFT or wire transfer) within 30 days of invoice date, without setoff or deduction. Intrado will apply payments to the oldest outstanding invoice. Intrado may increase fees under an Order on an annual basis in an amount not to exceed the greater of 5% or the Consumer Price Index (all urban consumers) for the prior year.

Customer will bear all taxes, duties, and other surcharges relating to Services (including interest and penalties), except taxes based on Intrado’s income. Any tax exemption must be supported by appropriate documentation.

1.2. Late Payments

Invoices not paid when due will bear interest from the due date at the lower of two percent per month or the highest allowable rate. Customer will pay all reasonable costs of collection (including attorney fees). Intrado may change payment terms or require a deposit upon an adverse change in Customer’s financial condition or payment record, including requiring immediate payment if Customer falls below a C credit rating.

1.3. Disputed Invoices

Customer must notify Intrado within 30 days of any disputed invoice, specifying the nature of the dispute. The parties will try in good faith to resolve any disputed invoices within 30 days of such notice.

1.4. Termination

If the Order is for a defined term and includes minimum fees, Intrado’s pricing is based on fees for the entire Order term. On early termination of an Order by Customer or due to Customer’s breach, Customer will pay for Services delivered and outstanding invoices, plus a termination fee equal to Recurring Fees times the remaining months of the Order term. “Recurring Fees” will equal the greater of (a) monthly minimum fees, if any, stated in the Order, or (b) the average monthly fee for the six months before the notice of termination. Intrado has made pricing concessions based on the amount of recurring fees for the term of such Order, and the termination fees are a fair approximation of Intrado’s damages, not a penalty. Intrado may terminate an Order on 180 day’s notice to Customer based on Intrado’s discontinuance of the offered Services.

2. Confidentiality

Each party may disclose (“Discloser”) confidential and proprietary information (“Confidential Information”) to the other (“Recipient”). Confidential Information includes information that by its nature or context a reasonable businessperson would treat as proprietary, confidential, or private, even if not marked.

Confidential Information includes, but is not limited to a party’s financial, business, technical, marketing, sales, customer, product, pricing, strategy, personnel, software, systems, methods, processes, practices, intellectual property, trade secrets, software, data, contract terms, or other business information. Recipient will hold such Confidential Information in confidence and will protect such information by all reasonable and necessary security measures. Confidential Information will not be disclosed except to a party’s employees or agents who have a need to know such Confidential Information to perform such party’s obligations under these Terms. Customer agrees that Intrado may (i) use Confidential Information in connection with delivery of Services, and (ii) disclose Confidential Information to public safety personnel and appropriate government agencies as reasonably necessary to deliver emergency calls, data, and other services and to comply with applicable laws, rules, and regulations. Recipient will not have any rights in Discloser’s Confidential Information and will return or destroy all such Confidential Information upon the earlier of: (i) termination of these Terms, or (ii) written request of the Discloser. Confidential Information will not include information that: (a) was or becomes generally available to the public through no breach of these Terms; (b) was previously known by Recipient or is disclosed to Recipient by a third party without any obligation of confidentiality; or (c) is independently developed by Recipient without the use of Discloser’s Confidential Information.

3. Appliance and Software Terms

3.1. Application

This Section 3 applies *only* if Customer has purchased hardware or software (i.e. with product codes beginning with “HW” or “SW” in the quote), and will also apply where a Customer has purchased hardware or software through a Intrado-authorized reseller.

3.2. License

License terms are included in the Technical Support, License, Maintenance, and Implementation Service Guide located at <https://www.intrado.com/legal-privacy/terms/#enterprise><http://www.intrado.com/terms>.

3.3. Delivery

Software, including virtual appliances, will be made available to Customer for download at an accessible website or private FTP site. If Equipment is being delivered, it will be shipped FOB point of origin.

3.4. Configuration and Monitoring

Customer is responsible for properly configuring Software and will monitor the configuration, operation, and performance of

Software. Intrado can assist Customer with the configuration as part of implementation services.

3.5. Product Warranty

Intrado warrants that for a period of 90 days after delivery, Products, as originally delivered, when used in accordance with the documentation, will operate substantially in accordance with applicable specifications and functional descriptions set forth in the documentation.

The foregoing warranty will not apply if adjustment, repair or parts replacement is required because of (i) accident, neglect, misuse, failure of electric power, failure of Customer to provide appropriate environmental conditions, or causes other than ordinary use; (ii) Customer repairs or alterations, or attempted repairs or alterations, of any Product, where such activity is not authorized by Intrado; (iii) Customer supplied software or the addition of non-Intrado product or interfacing; or (iv) disaster, including but not limited to fire, smoke, water, wind, earthquake, or lightning.

EXCEPT AS STATED IN THIS SECTION, INTRADO DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, DATA ACCURACY, CONDITION OF DATA, OR LOSS OF DATA, NETWORK CONNECTIVITY, INTEROPERABILITY, OR THAT PRODUCTS OR RELATED SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE.

4. Customer Materials

Customer will provide information reasonably requested by Intrado to perform Services, including as applicable: telecommunication specifications; Customer or third-party telephone numbers and location information; and network architectures and diagrams ("Customer Materials"). Customer warrants that (a) Customer is solely responsible for the content and rights to Customer Materials; (b) Customer Materials will be accurate; and (c) Intrado's use of Customer Materials will not violate the rights of any third party.

5. Limitation of Liability

5.1. Limitation

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.

5.2. Time Limit

ANY SUIT MUST BE FILED WITHIN TWO YEARS AFTER THE CAUSE OF ACTION ACCRUES.

6. Indemnification

6.1. Infringement

Intrado will (a) defend or settle any third-party claim against Customer that Products infringe any patent issued as of the Order effective date ("IP Claim"); and (b) pay any final

judgment or settlement agreed to by Intrado. These obligations will not apply if a claim arises in whole or in part from (1) Customer's alteration of Products; (2) Customer Materials or Products based on Customer Materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by Intrado; (3) combination of Products with Customer Materials or any materials, products, or services not provided by Intrado; or (4) any third party products or services. If an IP Claim occurs or Intrado believes may occur, Intrado may (1) obtain the right to continue to provide Products; (2) modify Products so they are non-infringing and in compliance with these Terms; (3) terminate Customer's license to Software and return a portion of the amounts paid by Customer for Software based on a three year amortization. This Section describes Customer's exclusive remedy for any infringement claims.

6.2. Intrado Indemnity

Intrado will indemnify, defend, and hold harmless Customer, its Affiliates and their officers, directors, employees, and agents from third-party claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees and expenses (collectively, "Claims") for physical injury or death or tangible property damage to the extent caused by Intrado's gross negligence or willful misconduct.

6.3. Customer Indemnity

Except to the extent prohibited by applicable law, Customer will indemnify, defend, and hold harmless Intrado, its Affiliates, and their officers, directors, employees, and agents from Claims (a) relating to Customer Materials or a breach of the Section titled Customer Materials; (b) relating to any Customer product or service; or (c) for physical injury or death or tangible property damage to the extent caused by Customer's gross negligence or willful misconduct.

6.4. Procedures

The indemnified party will (a) notify the other party of any IP Claim or Claim; (b) relinquish control of the defense and settlement; and (c) assist the indemnifying party as reasonably requested. Notice of an IP Claim must include a claim chart showing how Services infringe the patent claims. This claim chart will not impact either party's rights or remedies under these Terms. The indemnifying party may settle any IP Claim or Claim without the indemnified party's consent if the settlement does not affect the rights of the indemnified party. The indemnified party may participate in the defense at its expense.

7. Termination for Default

If either party fails to cure a material default within ten days for late payments, or 30 days for other default, after notice specifying the default, the non-defaulting party may terminate the Agreement or applicable Order, and pursue any other available remedies at law or equity. The cure period will extend for 30 more days if Intrado uses good faith efforts to cure.

8. Intellectual Property

Intrado retains full and exclusive ownership of and all rights in, to and under its trademarks, service marks, tradenames and logos, and any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to

Services and any development, enhancement, improvement or derivative works of Services except for Customer Materials (collectively, including all intellectual property rights, “Intrado IP”). Intrado grants Customer a non-exclusive, non-transferable license during the term to use Intrado IP only to the extent required to utilize Services, subject to these Terms. Customer receives no other right, title, or interest in, to, or under Intrado IP. Intrado IP is Intrado’s Confidential Information. Customer will cooperate to take such actions reasonably requested to vest ownership of Intrado IP in Intrado.

9. Insurance

Each party will maintain: (a) Workers’ Compensation insurance required by law; (b) employer’s liability insurance with limits of at least \$500,000 for each claim; (c) comprehensive automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each claim; (d) Commercial General Liability insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each claim; (e) Professional Liability or Errors and Omissions insurance of at least \$1,000,000 for each claim; and (f) excess or umbrella liability at a limit of at least \$5,000,000 per claim. The CGL, excess or umbrella liability and automobile liability policies will designate the other as an Additional Insured. On request, the other party will furnish certificates evidencing the foregoing insurance. Each party will strive to notify the other at least 30 days before any cancellation or termination of its policy.

10. Miscellaneous

10.1. Governmental Agencies

Use of Intrado Services or products by the United States Government or other governmental agencies will be as “restricted computer software” or “limited rights data” as set forth in 48 CFR 52.227-14, or as “commercial computer software” or “commercial computer software documentation” under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and conditions. Contractor/manufacturer is Intrado or its affiliates 1601 Dry Creek Drive #250 Longmont, Colorado 80503.

10.2. Force Majeure

Neither party is liable for delays or defaults in its performance hereunder (except for its payment obligations) due to causes beyond its reasonable control, including: acts of God or government; war, terrorism, fire, or explosion; flood; extreme weather; epidemic; riots; embargoes; viruses; technology attacks; labor disturbances; failure or unavailability of the Internet, telecommunications, transportation, utilities, or suppliers. Without limiting the foregoing, to the extent Customer fails to perform any of its responsibilities described in this Agreement or an Order, Intrado (a) will be excused from failure to perform any affected obligations; (b) will be entitled to a reasonable extension of time and a reasonable reimbursement of additional costs incurred as a result; and (c) will not be responsible for any consequence or liability

arising from Customer’s failure. Each Party will notify the other as promptly as practicable after becoming aware of the occurrence of any such condition.

10.3. Independent Contractors, Beneficiaries

The parties are independent contractors. No agency, joint venture, or partnership is created under these Terms. These Terms benefit Customer and Intrado only; there are no third party beneficiaries, including Customer’s customers.

10.4. Interpretation, Conflict, Severability

“Including” means including, without limitation. “Days” means calendar days. If any terms of these Terms and an Order conflict, the Order will govern for that Order only. No preprinted purchase order or other form terms will apply. Any provision held unenforceable by a court will be enforced to the fullest extent permitted by law and will not affect the other provisions. No course of dealing or failure to exercise any right or obligation is an amendment or waiver. These Terms may be modified or amended only in a writing signed by the parties.

10.5. Assignment

These Terms will be binding on the permitted successors and assigns. Neither party may transfer or assign these Terms without the prior written consent of the other, not to be unreasonably withheld, except that Intrado may assign these Terms to an Affiliate or to an acquirer of all or part of its business or assets without consent.

10.6. Applicable Law and Remedies

If Customer is a Canadian-based customer, these Terms are governed by Ontario law, without regard to choice of law principles, and each party consents to personal jurisdiction and exclusive venue in the courts in Toronto. If Customer is a U.S.-based customer, these Terms are governed by Colorado law, without regard to choice of law principles, and each party consents to personal jurisdiction and exclusive venue in the courts in Denver or Boulder, Colorado, and waives all rights to a jury trial. Notwithstanding the foregoing, if Customer is a governmental entity, including a public university, applicable law, and venue will be of the State and in the State Courts where Customer is located. Injunctive relief will apply to any breach of Sections 2 or 8 above. All rights and remedies are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in these Terms.

10.7. Compliance with Laws and Policies

Each party has or will timely obtain all consents, licenses, permits, and certificates required to perform under these Terms. Each party will comply with laws, rules, regulations, and court orders applicable to it or Services. Intrado may cease or modify Services or these Terms as reasonably required to comply with changes in law. Customer will meet the same ethical standards Intrado holds itself to as set forth at <https://www.intrado.com/legal-privacy/code-of-ethics/>. In addition, Customer may not, without Intrado’s prior written approval, perform or disclose network discovery, port or service identification, vulnerability scanning, benchmarking or availability testing, password cracking or remote access testing of the Services.

10.8. Advertising and Publicity

Neither party will use the other party's name or marks in any press release, advertisement, promotion, speech, or publicity, without the other party's prior written consent.

10.9. Affiliates, Changes, Communication Surcharge

Services may be provided, in whole or part, by Intrado or its Affiliates. Intrado Safety Communications Inc. may provide regulated portions of Services. Intrado may modify or improve Services during the term. Where Intrado incurs telecommunication costs directly attributable to Services provided to Customer, Customer will be charged at cost + 25%. For Services that involve communication services (including Emergency Routing Services), a monthly surcharge will apply (currently 2.37%).

10.10. Notices, Entire Agreement, Survival

All notices must be in writing and delivered to Customer's billing address or Intrado at 1601 Dry Creek Dr., Longmont, CO 80503, Attn: Legal Department, or by email at legalnotices.lifesafety@intrado.com. Notices are effective on receipt when sent by certified or registered U.S. Mail, charges prepaid, return receipt requested or when delivered by hand, overnight courier or fax with confirmed receipt. Notice by email is effective 24 hours after receipt. These Terms constitute the entire agreement and supersedes any prior written or oral agreements or understandings related to its subject matter. Sections titled Invoice and Payment, Confidentiality, Limited Warranty, Limitation of Liability, Indemnification, Intellectual Property, and Miscellaneous will survive termination of these Terms.