




RapidSOS - Premium Order Form

	<p>May 21, 2024</p>
<p>Geo-Comm, Inc. (GeoComm) EIN # 41-1811590 1100 West St. Germain Street, Suite 300 St. Cloud, MN 56301 Phone: (320) 240-0040 www.geocomm.com</p>	<p>Lee County BOCC, FL Paul Filla, Technical Services Manager Department of Public Safety 2665 Ortiz Ave, Fort Myers, FL 33905. Phone: (239) 770-0385 Email: pfilla@leegov.com</p>

Customer Requirements

Customer is responsible for complying with the requirements of the Statement of Work ("SOW"), which is incorporated as Attachment A into this Order Form. Customer is responsible for complying with the requirements set forth in the SOW as well as the RapidSOS Master Services Agreement ("MSA"), which is incorporated as Attachment C to this Order Form. The effective date ("Effective Date") of this Order Form is the date on which this Order Form is fully executed by all parties.

Payment Terms

1. Beginning on the date that the RapidSOS products or services are provided to Customer ("Subscription Start Date"), and continuing thereafter for the remainder of the Term, GeoComm, acting as the "Invoicing Party" will invoice Customer amounts payable for the annual subscription fee(s) and any other applicable amount that may be due as defined in the Pricing exhibit, which is incorporated as Attachment B to this Order Form. Each invoice will be issued by GeoComm up to thirty (30) days prior to the Subscription Start Date (for the Initial Term) and up to thirty (30) days prior to the start of each anniversary date of the Subscription Start Date.
2. Miscellaneous charges will be invoiced either when the items are purchased or upon delivery of the items purchased, as defined in the exhibits to this Order Form.
3. Customer will pay to GeoComm all amounts due within forty-five (45) days of the date that the invoice is transmitted electronically to Customer.
4. Payments to any party will be made electronically.

General Provisions

This Order Form is governed by the terms and conditions of the RapidSOS Florida Master Services Agreement ("RapidSOS FL MSA") found in Attachment C, together with the RapidSOS Premium ECC EULA, which is incorporated by reference in the RapidSOS MSA. If there are supplemental terms and conditions that are executed between Customer and either RapidSOS or GeoComm, those supplemental terms shall be deemed to be incorporated by reference into this Order Form. The RapidSOS MSA and this Order Form, together with the supplemental terms, if any, collectively comprise the entire agreement between Customer and the other signatories to this Order Form and supersede any and all previous agreements with Customer relating to RapidSOS products or services to be provided in relation to this Order Form. As between the RapidSOS and GeoComm, RapidSOS's obligations will be to provide the RapidSOS products and services identified in this Order Form and GeoComm's obligation will be to properly remit payments between RapidSOS and Customer.

RapidSOS hereby agrees that Section 12.9 of the RapidSOS FL MSA shall read, "Governing Law. All disputes, claims, or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby will be governed by and construed in accordance with the laws of the State of Florida without regard to its rules of conflict of laws.

Notices

Customer and RapidSOS acknowledge that RapidSOS will provide GeoComm with a copy of any written notices transmitted between Customer and RapidSOS; and Customer and GeoComm acknowledge that GeoComm will provide RapidSOS with a copy of any written notices transmitted between Customer and GeoComm in relation to the RapidSOS MSA, this Order Form, or the services covered thereby. Written notices to GeoComm shall be sent to GeoComm, Inc. 1100 W. St. Germain St., Ste 300, St. Cloud MN 56301; written notices to RapidSOS shall be sent to RapidSOS, Inc., 3 Park Avenue, 22nd Floor, New York, NY 10016; and written notices to Customer shall be sent to the address in the Customer Information block set forth on page 1 of this Order Form.

Signature Line

The signatories to this Order Form represent that they are duly authorized to execute this Order Form and the Agreement on behalf of the party they represent.

CUSTOMER

GEOCOMM, INC.

RAPIDSOS

Lee County BOCC, FL

DocuSigned by:
Mike Greenwell
AD51A9A2E8F943C...
By: Mike Greenwell
Its: Chair
Date: 6/27/2024 | 8:38 AM EDT

Jeff Liebl
By: Jeff Liebl
Its: President and CEO
Date: 05/23/2024

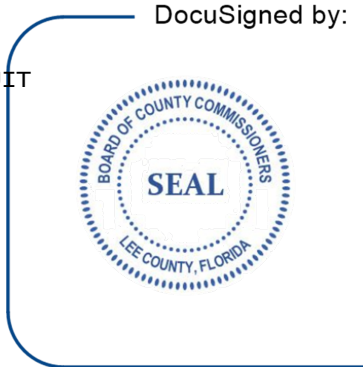
DocuSigned by:
Michael Martin
E770046FD43C4C9...
By: Michael Martin
Its: CEO
Date: 5/23/2024

APPROVED AS TO FORM FOR THE RELIANCE OF LEE COUNTY ONLY:

DocuSigned by:
Andrea Fraser
D7B0A432435E448...
Deputy County Attorney

ATTEST: CLERK OF THE CIRCUIT COURT

DocuSigned by:
Chris Jagodzinski
DEEAC59F178B449...
Deputy Clerk



Attachment A – Statement of Work

RapidSOS Premium Ready 4 Overview

RapidSOS Premium consists of a solution set that leverages and enhances the RapidSOS Portal experience by adding in critical features identified in partnership with the public safety community. RapidSOS Premium offers a unified mapping solution for Emergency Communication Centers (ECCs) to streamline all incoming data for every incident in their jurisdiction, including ANI/ALI data for all call types and authoritative GIS data for enhanced situational awareness.

By unifying the backend databases of GIS information with the incident data from the public, RapidSOS Premium provides a platform of data interoperability that fulfills the intent and mission of the State of Florida's NG911 strategic plan. Regional GIS datasets that are not consumable via a unifying platform hinder the mission of the State's emergency services and unnecessarily delay NG911 adoption.

RapidSOS data sources are currently used throughout the State of Florida via APIs into Computer Aided Dispatch, Call Handling Systems, Logging Recorders, and Tactical Mapping systems, as well as the standalone Portal. RapidSOS Premium enhances the current workflows by allowing telecommunicators to easily consume new datasets (such as REST APIs) in a common and familiar interface. This accelerates adoption and increases success rates across the State.

Easy Access to More Call Information

- Display of real-time location data (cellular): View accurate device-based location from Apple and Google that updates in real-time with breadcrumbing throughout the emergency call.
- Display of both ANI/ALI and Google/Apple locations on one screen, including the ability to view all 9-1-1 calls (wireless, wireline, VoIP, Text, IoT) on one screen.
- Agency-configurable audible tones for 911 calls, texts, and alerts for ease of workflow integration.
- Visibility of 911 calls made within each jurisdiction, including landline, Voice Over IP, cellular, and wifi calling where supported.
- Coming soon: Estimated floor level n associated with caller's location to assist with determining dispatchable locations with Z-Axis values. This feature will be provided after installation at no additional cost.

Non-Voice Incident Workflows

- Alerts (live in thousands of ECCs nationwide): Enables Emergency Communication Centers (ECCs) to eliminate the need for receiving alarm events via 10-digit admin line phone calls freeing up valuable resources and increasing accuracy of dispatch. This translates into benefits for the ECC, including:
 - Reduced operator costs by removing call workflow to ECC and simplifying post-dispatch communications with live chat
 - Increased data accuracy by displaying critical decision-making data on the 911 call taker's screens and shares data as text to reduce human transcription errors
 - Expedited time to dispatch via less processing time and increased efficiencies within ECCs
- Additional functionality can be integrated into RapidSOS, via partner solutions:
 - Ability to initiate a location request via a text message
 - Ability to initiate a live video streaming request via text message
 - Real-time text message language translation in over 100 languages and dialects

One, unified map solution for ECC Operations

- View data from 90+ NG9-1-1 Additional Data providers, including telematics, medical profiles, personal emergency app data, among others
- Display of Google/Apple subscriber additional data (e.g. Language and Medical ID information)

- What3words integration for granular location delivery of unaddressable locations, such as fields, parks, bodies of water, etc.
- Ability to launch into Google Street View for additional contextual insights
- Integration with ESRI and the agency's locally authoritative GIS data via REST APIs.
- One-time GIS data validation to ensure local data will function within the application.
- Hosted GIS web services for the agency's local GIS data with access to update map data and publish to every workstation automatically. This includes the agency's:
 - Basemap: Contains all GIS data layers configured into a single base Map Service. This will include the Road Centerlines and/or Site/Structure Address Points, along with any supplemental layers the agency provides (e.g., Community boundaries, Service/Response boundaries, railroads, trails, parks, etc.)
 - Geocoding: Enables forward and reverse geocoding/address search capabilities within the GIS data layers used for location validation (primarily Road Centerlines and Site/Structure Address Points).
 - Additional GIS hosting: Up to 2 individual GIS data layers as Map Services which can be toggled on and off by the end user.
- Access to services purchased by your community via RapidSOS Partner Network at no charge. This includes indoor mapping products, critical response graphics, Alyssa's Law approved solutions, and other safety solutions

Configuration and utilization of RapidSOS Premium will be in line with: <https://rapidsos.com/business-terms-of-service/>

RapidSOS Approach

Implementation Process Overview

The integration process for RapidSOS Premium will operate sequentially through the feature set listed in table below. The process will begin with a kickoff phase that will allow RapidSOS and the customer to identify required resources and components to perform the integration of specific features. The customer will provide, where needed, points of contact, technical resources, and GIS data to perform the integration of the detailed features. RapidSOS will support the customer with data collection and integration logistics enabling a manageable deployment process.

All Call Information:

To provide caller information for all call types, hardware installation and configuration is required to gather and utilize ANI/ALI information on the RapidSOS platform. All hardware and software required to bring ANI/ALI data into the map application will be provided by RapidSOS. RapidSOS will provide technical resources where needed to perform the installation, configuration, and testing of the on-premises hardware.

Unified Map and GIS:

RapidSOS will guide the customer through the process of GIS data collection and verification which will lead to configuration work to bring that data into the RapidSOS platform for hosting and operations.

The agency will be responsible for submitting:

- GIS map data meeting requirements outlined in the Mapping Requirements Document

To ensure the map data in RapidSOS Premium stays current, the agency is responsible for uploading updated datasets via GeoComm GIS Data Hub using an account set up during the initial setup process. Data structure must remain in alignment with the original Mapping Requirements Document.

Non-voice incident workflows:

RapidSOS will guide the customer through the process of enabling non-voice incident workflows and provide training on how to utilize these functionalities.

RapidSOS Alerts enables efficient operations within the ECC, facilitating a full-digital request for dispatch and 2-way communication between the alarm monitoring company and the ECC. This replaces the 10-digit admin line phone call with the press of a button in RapidSOS. Alerts improves ECC operations by integrating with residential and commercial fire and security partners, including SimpliSafe and Ecobee. Alerts also improves workflows for personal security devices from firms like e-BodyGuard, home security from firms like SimpliSafe, and commercial security from firms like Honeywell.

Milestone Deliverables

The project milestones begin with the kickoff phase where RapidSOS and the ECC agree on the resources and steps required to provision services. Details of each project milestone may be found in the table below.

Phase	Milestone
Kickoff	Initial audit of needed resources for integration
Integration	All calls (ANI/ALI hardware installation and configuration)
	Unified Map GIS (Data collection, validation, and configurations of services) GeoComm's Map Requirements Document (MRD) for RapidSOS Premium can be found at www.geocomm.com/legal
	Non-voice incident data (**Alerts**)
Testing	User Acceptance Testing
Launch	Full feature availability

RapidSOS Premium | Technical Support

The following sets forth RapidSOS' standard offering with respect to technical support to end-users of RapidSOS Premium.

RapidSOS Customer Support

RapidSOS provides our agency customers with one number to call for Premium Support.

- Tier 1 Support
- 24 x 7 x 365
- Options for contacting RapidSOS Support:
 - Launch Support Desk from Premium window
 - Email support@rapidsos.com
 - Call 1-866-837-7379
- All RapidSOS Premium Features
 - Forgotten password, adding users, hardware reboot, feature data collection
 - Issues relating to the All Calls feature and deliver of ANI/ALI location data
 - Issues relating to Locally Authoritative GIS services and their corresponding layers

RapidSOS Service Level Agreement

Purpose

This service level agreement sets forth RapidSOS's undertakings with respect to providing customer support to Company, and the service levels associated with the RapidSOS Services provided during the Term.

1. **Service Reliability.** RapidSOS shall provide an uptime of 99.9% for the RapidSOS Services, subject to scheduled updates and maintenance and to any downtime caused by a third Person. For unplanned downtime (an "Event"), RapidSOS (with respect to the RapidSOS Services) will assign a trouble severity code based on RapidSOS's assessment of the Event at the point of trouble identification. RapidSOS will make adjustments to the trouble severity code based on how the Event proceeds.

Trouble Severity Code	Description	Initial Response Time	Status Update Intervals
Sev 1	"Sev 1 Error" means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the RapidSOS Services	30 minutes	4 hours
Sev 2	"Sev 2 Error" means a non-catastrophic Event causing a significant component of the RapidSOS Services to fail or to perform materially different than expected, creating significant inconvenience to an End Customer or Company	For Events reported during normal business hours (9am to 5pm EST Monday through Friday), 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of the next business day	24 hours
Sev 3	"Sev 3 Error" means an Event that: (a) has minimal current impact on End Customer or Company, and (b) causes a malfunction of a nonessential RapidSOS Services feature	For Events reported during normal business hours (9am to 5pm EST Monday through Friday), 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day	As appropriate

2. **Points of Contact and Escalations.**

- A. Company may contact RapidSOS's customer support by e-mail at support@rapidsos.com
- B. For Sev 1 Events, RapidSOS will provide continual support until the Event is resolved.
- C. Company may be able to follow for Event updates through the website status.rapidsos.com. Company will need to subscribe to this status page in order to receive and access all pertinent updates concerning services disruptions and maintenance.
- D. RapidSOS contact information (for escalation or technical issues) is as set forth on the Order.

3. **Change Control Management/Update Management.**

- A. **Implementation of Updates/Maintenance – RapidSOS Services:** RapidSOS will ensure that any planned maintenance and update events within the RapidSOS Services will be executed in a professional manner. Proper execution includes advance notification to Company by RapidSOS.

- B. Service Interruptions and Advanced Notification Requirements – RapidSOS Services: RapidSOS will provide Company with at least 72 hours advance notice via e-mail of all planned maintenance activities resulting in any service interruptions or possibility of any service interruption that will have a direct impact on the RapidSOS Services.

4. Emergency Maintenance. RapidSOS shall perform emergency maintenance as necessary and will, if possible, give advance notice thereof to Company. “Emergency” shall mean that RapidSOS has become aware of a problem that, if an immediate remedy is not implemented, will prevent RapidSOS from continuing to support and provide the elements and aspects of the RapidSOS Services. Emergency downtime outside of the maintenance window will be counted as unscheduled downtime in determining whether RapidSOS has achieved its service uptime goal.

Project Deliverables

Upon contract completion, RapidSOS will provide the following project deliverables:

General Project Deliverables

- Project schedule
- Regular status reports and conference
- Project Initiation Meeting

RapidSOS Premium

- One-time configuration, training, and project management professional services
- Subscription access to RapidSOS Premium Solution Set
 - Position-based logins based on the number of workstations in the ECC
 - RapidSOS Premium ANI/ALI Integration
 - RapidSOS Premium GIS Hosting (up to 4 map services; basemap, geocode, two map services)

Customer Responsibilities

For the RapidSOS Premium project, RapidSOS will assign the project point of contact to coordinate the project.

Customer General Project Responsibilities

It is requested that the following general project support be provided:

- Assist in coordinating and attend periodic conference calls
- Provide pertinent project information and documentation
- Provide a single point-of-contact available for communication throughout the project and system implementation
- Assign appropriate staff to attend the training courses provided
- Submit required GIS information (e.g. GIS map data, public safety databases, and/or other resources)
- Subscriber is solely responsible for obtaining its own internet connection and supporting hardware and infrastructure needed to perform the delivery of features.
- Subscriber is responsible for making available any data or systems needed in order to provide the features described herein.
- Provide input and data in accordance with the Map Requirements Document (MRD) located at www.geocomm.com/legal and provided as part of the project planning
- 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 solely responsible for providing access to existing UPS on site for use by any provided hardware.

Attachment B – Pricing

RapidSOS Premium Ready 4

RapidSOS is contractually obligated to fulfill the RapidSOS Premium orders. GeoComm will quote and contract for RapidSOS Premium, on behalf of RapidSOS. All performance, support, expectations and prior discussions regarding functionality, availability, etc. are the responsibility of RapidSOS.

Non-Recurring Services				Non-Recurring Fee
GIS Map Data Review Service				Included
GIS Setup Services				Included
Remote Configuration and Training				No Charge
Non-Recurring Services Total:				Included
Annual Subscription	MSRP Fee per Concurrent User	GSA Price per Concurrent User	Quantity	GSA Annual Fee
Year One				
RapidSOS Premium Ready 4 Annual Subscription (per concurrent user; usually a 9-1-1 workstation) (GSA PN: RS-Ready-FL-004)	\$2,988.00	\$2,596.62	50	\$129,831.00
One Year Contract Total:				\$129,831.00
Notes: RapidSOS Premium may be accessed in a backup capacity during emergency situations such as surge use during a major event or emergency, without purchasing additional subscription access. This contract does not include fees from third-party vendors. Customer is responsible for any third-party fees incurred. Pricing is based on GSA contract GS-35F-0594S..				

Attachment C – RapidSOS MSA

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RapidSOS, Inc.
3 Park Avenue,
22nd Floor New
York, NY 10016

RapidSOS Florida Master Services Agreement

This RapidSOS Florida 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 ECC.

1. DEFINITIONS

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

“**Affiliate**” means, with respect to any legally recognizable entity, any other such entity Controlling, Controlled by, or under common Control with such entity. For purposes of the foregoing, “**Control**” means direct or indirect: (a) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of such entity; or (b) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity. An entity shall be deemed an Affiliate only so long as such Control exists.

“**APIs**” means the Application Programming Interfaces made available to ECC by RapidSOS to access the RapidSOS Services.

“**ECC**” means the emergency communications center and refers to the ECC identified in the applicable Order Form.

“**ECC 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 ECC Systems will be set forth in the applicable Order.

“**Dollars**” or “**\$**” means United States dollars.

“**Intellectual Property Rights**” means any right, title, or interest in or to any name, trademark, design, copyright, patent, trade secret, trade name, brand name, logo, label, packaging, trade dress, title, sign, emblem, insignia, symbol, slogan, other mark, proprietary information, rights of privacy or publicity rights, rights to the graphical user interface, computer programs and systems (whether embodied in software, firmware, or otherwise, including, without limitation, code, application programming interfaces, metadata, compilations, libraries, databases, algorithms, implementations of algorithms, software tool sets, and all related documentation of any kind, regardless of the form in which any of foregoing is embodied, including, without limitation, in source coded, object code, executable code, or human readable form), technical information, formulas, prototypes, specifications, directions, instructions, protocols, procedures, processes, systems, methods, materials, machines, devices, or other intellectual property rights, or any registration thereof, now or hereafter owned, adopted or used by a party (or any of its affiliates), whether registered or unregistered, and any modifications, variations, adaptations, derivative works, use cases, or improvements of any kind, related to any of the foregoing.

“**Order**” or “**Order Form**” means each order that is executed under this Agreement for the Purchased Services.

“**Person**” means any natural person, partnership, association, limited liability company, joint venture, trust, corporation or other form of entity.

“**Public Safety Services**” means products or services (a) the sole or principal purpose of which is to protect the safety of life, health or property, (b) that are provided (i) by a state or local governmental entity or (ii) by a non-profit organization that is authorized by a governmental entity whose primary mission is the provision of such products or services, and (c) that are not made commercially available to the public by the provider.

“**Premium ECC EULA**” means the RapidSOS Premium License Agreement agreed to as part of the Order Form process and located at this URL: <https://rapidsos.com/premium-license-agreement/>

“**RapidSOS Analytics**” means RapidSOS’s browser-based reporting and dashboard solution where Agency administrators can monitor the performance of the Agency based on RapidSOS data as well as Agency proprietary data.

“**RapidSOS Emergency Data Exchange**” means RapidSOS’s backend solution that digitizes the integrated response of neighboring first response agencies through automated data sharing.

“**RapidSOS Emergency Response Data Platform**” or “**RapidSOS Platform**” means RapidSOS’s Emergency Response Data Platform that in connection with a request for emergency assistance transmits and otherwise makes available supplemental emergency data to Supported Public Safety Providers.

“**RapidSOS Service(s)**” means RapidSOS’s programs, platforms, or other products or services, including the RapidSOS APIs, RapidSOS Analytics, RapidSOS Emergency Data Exchange, RapidSOS Emergency Response Data Platform, RapidSOS Portal, and RapidSOS Premium.

“**RapidSOS Portal**” means RapidSOS’s browser-based tool that provides location and supplemental emergency data to Supported Public Safety Providers.

“**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 ECC’s jurisdiction.

“**Supported Public Safety Providers**” or “**Supported PSAPS**” means Persons providing Public Safety Services that are users of the RapidSOS Portal or are users of third-party products or services that are integrated with the RapidSOS Emergency Response Data Platform or RapidSOS Portal and have configured their own platforms and systems to receive and render supplemental emergency data from the RapidSOS Emergency Response Data Platform or RapidSOS Portal.

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

2. DESCRIPTION OF SERVICES

During the Term, RapidSOS shall provide ECC, 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 “**Purchased Services**”). 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 ECC unless signed by an authorized representative of RapidSOS.

3. LICENSE AND RESTRICTIONS

3.1. License.

3.1.1. License to Purchased 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 ECC a revocable limited non-exclusive license, including to

intellectual property rights that are required to provide the Purchased Services, (a) to access, use, reproduce, distribute, display, transmit, and otherwise make available the Purchased Services to its Personnel; (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 ECC's internal function to the extent reasonably necessary to support the ECC's Personnel's use of the Purchased Services in accordance with the license rights granted in Section 3.1.1.

3.1.2. License to ECC Systems. Subject to the terms and conditions of this Agreement and during the Term, ECC hereby grants to RapidSOS the right to (a) access, use, reproduce, distribute, display, transmit, and otherwise make available the ECC Systems for the purposes of fulfilling RapidSOS's duties hereunder; and (b) use and reproduce all Documentation for the ECC Systems solely to the extent reasonably necessary to support the use of the Purchased Service.

3.2. Restrictions

3.2.1. RapidSOS retains ownership of the RapidSOS Services. ECC 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 ECC to integrate the ECC 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. ECC retains ownership of the ECC Systems. RapidSOS 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 the ECC Systems (except to the extent that applicable law prohibits reverse engineering restrictions), (b) resell, provide, lease, lend, disclose, use for timesharing or service bureau purposes, or otherwise use or allow others to use, in each case, for the benefit of any third party, the ECC Systems (except as necessary for RapidSOS to integrate the ECC Solution with the RapidSOS Services, and except as otherwise authorized by ECC), or (c) possess or use the ECC Systems, or allow the transfer, transmission, export, or re-export of the ECC Systems, 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.

3.2.3. 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; and 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 ab initio.

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 ECC'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. ECC shall not block or interfere with any such monitoring. Additionally, if requested from Supported PSAPs in the future, the parties may mutually agree in writing to include additional usage monitoring reports to the requesting Supported PSAP. For the avoidance of doubt, ECC 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 ECC 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 by Supported Public Safety Providers (collectively, "**Usage Data**").

3.4. Updates. ECC 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**"). ECC shall implement and use the most current version of the Purchased Services and make any changes to the ECC Systems that are required as a result of such update, at ECC's sole cost and expense within 90 days for immaterial changes that are easily implemented and do not adversely affect ECC and within 180 days for material changes. Updates may adversely affect the manner in which the ECC Systems accesses or communicates with the RapidSOS Services or how data is rendered by the RapidSOS Services. ECC's continued access or use of the RapidSOS Services following an update will constitute binding acceptance of the Update, provided that ECC may reject any such Update within thirty (30) days after notice of such Update. RapidSOS, at its sole discretion, may provide ECC with an alternative to the rejected Update. Should ECC reject the proposed alternative, RapidSOS and ECC shall cooperate in good faith to determine if another alternative would resolve the issue; if no other alternative is mutually approved within thirty (30) days, either Party may terminate the agreement, including discontinuation of RapidSOS Services, with no penalty or additional obligation. In accordance with the terms set forth herein, RapidSOS will use commercially reasonable efforts to assist ECC with integrating any Update.

3.5. ECC Permitted Users. With respect to the Purchased Services, ECC is responsible for the account creation of individuals acting on ECC's behalf ("**Personnel**") who will be granted permission by ECC to access the RapidSOS Platform in order to receive the Purchased Services ("**ECC Permitted Users**"). ECC agrees to be responsible for the acts and/or omissions of the ECC Permitted Users, or any other Personnel, arising from their access to or use of the RapidSOS Platform. In order to access the RapidSOS Platform, each ECC Permitted User agrees to be bound by the terms and conditions of the Premium ECC EULA, together with the ECC. ECC will indemnify and hold RapidSOS harmless from and against any and all claims or other damages arising from or related to the misuse of the RapidSOS Platform by ECC's Personnel, including any breach of the Premium ECC EULA by the Personnel. No terms of any agreement entered into between ECC 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 ECC agrees to share data related to such Personnel as is reasonably requested by RapidSOS prior to giving such Personnel access to the RapidSOS Platform or the RapidSOS Services. RapidSOS may, from time to time, modify the terms of the Premium ECC EULA, with the modifications becoming effective upon publishing of the Premium ECC EULA at the relevant URL provided, provided that if ECC determines that the modification imposes a material, adverse impact on ECC or its operations or diminishes the functionality of the RapidSOS Services for the ECC, then ECC

shall confer in good faith with RapidSOS to attempt to resolve the concern and, if unsuccessful, ECC may reject any such modification without penalty by discontinuation of RapidSOS Services within thirty (30) days after impasse or notice of such modification, whichever is later. Subject to the foregoing, ECC will ensure that its Personnel agree at all times to the most recent Premium ECC EULA published at the provided URL.

3.6. Service Level Agreement. RapidSOS will use commercially reasonable efforts to ensure that the Purchased 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 ECC. ECC shall provide access and dedicated resources to support integration of the Purchased Services with the ECC Systems. ECC shall assign an adequate number of ECC Personnel to perform the services necessary for the successful provision of the Purchased Services. ECC will not charge RapidSOS for the costs of training such ECC Personnel, including the time necessary for such Personnel to become familiar with the Purchased Services. ECC shall comply with all laws, regulations, rules, and orders applicable to the actions of ECC contemplated under this Agreement. ECC is responsible for the accuracy of the information transmitted to the RapidSOS Emergency Response Data Platform and will take commercially reasonable actions to adequately vet any such information transmitted to the RapidSOS Emergency Response Data Platform; 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 ECC Services, (b) make the RapidSOS Services and associated services available to the relevant ECC 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. ECC agrees that RapidSOS may suspend access to the Purchased Services if: (a) RapidSOS reasonably believes that ECC'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 ECC, (b) RapidSOS reasonably determines that ECC's use of the RapidSOS Services violates any usage policy or guidelines that have been provided to ECC by RapidSOS in writing and such violation continues for a period of 10 days following RapidSOS written notice of the same to ECC, or (c) as otherwise provided in Section 11.2.

4. FEES AND PAYMENT TERMS; AUDITS

4.1. Direct Sales. If ECC is purchasing the RapidSOS Services directly from RapidSOS, in consideration for the rights granted in this Agreement, ECC shall pay RapidSOS the fees set forth in each Order Form in accordance with the payment terms set forth therein.

4.2. Third-Party Invoicing. If ECC is purchasing the RapidSOS services from an invoicing party, in consideration for the rights granted in this Agreement, ECC shall pay the invoicing party listed on each Order Form the fees for the RapidSOS Services set forth in each Order Form in accordance with the payment terms set forth therein.

4.3. Non-Cancellable. Except for termination of an Order by ECC under Section 11.2, ECC's obligation to pay the Fees is non-cancellable and all payments made by ECC are non-refundable.

4.4. Billing Details. Fees, and other billing and payment details all will be as set forth in the

applicable Order; provided that, unless otherwise expressly stated in the Order, all pricing may increase no more than 5% annually.

4.5. Delinquent Payments. If ECC is delinquent on payments, access to the Purchased Services may be suspended if delinquent payment continues for a period of 5 days following RapidSOS written notice or terminated for breach under Section 11.2.

4.6. Taxes. For the avoidance of doubt, the fees set forth above are exclusive of all federal, state, municipal, or other government excise, sales, use, value-added, gross receipts, or other taxes now in force or enacted in the future, and ECC will pay any such tax (excluding taxes on either party's net income, property or franchise taxes) that ECC may be required to collect or pay now or at any time in the future with respect to such fees. RapidSOS shall collect such taxes on invoices from ECC in accordance with all applicable laws and regulations. Prior to the issuance of any invoices, and as part of the onboarding of ECC, to the extent that ECC requests a tax exemption, ECC shall provide to RapidSOS ECC's sales tax exempt verification.

4.7. 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 ECC with flexibility during periods of surge seating, RapidSOS will not block user access or bill the ECC for additional charges if additional concurrent users attempt to log in. Instead, RapidSOS will assess usage on an annual basis. If the ECC is consistently using beyond the forecasted number of concurrent users set forth in the applicable Order, at RapidSOS's request, the ECC 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 Purchased 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. ECC 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 ECC TO RAPIDSOS UNDER THIS AGREEMENT DURING THE SIX (6) 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, (IV) ECC'S PAYMENT OBLIGATIONS UNDER SECTION 4; OR (V) ANY INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT. SUBJECT TO THE FOREGOING, 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 AND MARKETING

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; ECC has no such right, title, or interest of any kind, in the RapidSOS Services except for the limited license provided by Section 3.1.1 above. ECC will not knowingly act to jeopardize, limit, or interfere in any manner with RapidSOS's ownership of and rights with respect to the RapidSOS Services. If ECC provides any feedback to RapidSOS concerning the functionality and performance of the RapidSOS Services, ECC hereby assigns to RapidSOS all right, title, and interest in and to the feedback, and RapidSOS is free to use the feedback without payment or restriction of any kind.

7.2. Intellectual Property of ECC. ECC owns all right, title, and interest in and to the ECC Systems, and any alterations, adjustments, and all improvements, enhancements, and derivatives thereof, including all associated Intellectual Property Rights found therein; RapidSOS has no such right, title, or interest of any kind, except for the limited license provided by Section 3.1.2 above. RapidSOS will not knowingly act to jeopardize, limit, or interfere in any manner with ECC's ownership of and rights with respect to the ECC Systems. If RapidSOS provides any feedback to ECC concerning the functionality and performance of the ECC Systems (including identifying potential errors and improvements), RapidSOS hereby assigns to ECC all right, title, and interest in and to the feedback, and ECC is free to use the feedback without payment or restriction of any kind.

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. RapidSOS represents that the RapidSOS Services contain proprietary products and trade secrets of RapidSOS. Accordingly, to the full extent permissible under applicable law, the RapidSOS Services shall be "Confidential Information" and ECC shall treat intellectual property within the RapidSOS Services as confidential in accordance with this section. RapidSOS shall separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE"

any other material (a) that RapidSOS contends, constitutes, or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which RapidSOS asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively included in “Confidential Information”). Upon request by ECC, RapidSOS must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request for records designated by RapidSOS as Confidential Information or trade secret material in the RapidSOS Services, ECC shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by RapidSOS, or the claimed exemption is waived. Any failure by RapidSOS to strictly comply with the requirements of this section shall constitute RapidSOS’s waiver of ECC’s obligation to treat the records as Confidential Information. RapidSOS must indemnify and defend ECC and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to nondisclosure of Confidential Information or materials relating to the RapidSOS Services in response to a third-party request. 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 or as required by applicable law. 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.

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. Compliance with Data Protection Laws. Each party will comply with any applicable data protection and privacy laws existing in the jurisdictions in which RapidSOS Services are being performed (“Data Protection Laws”). The parties agree that the provision of the RapidSOS Services may involve the collection, processing, storage or recording of certain “Personal Data” or “Personal Information” (as defined by applicable Data Protection Laws and referred to collectively herein as “Personal Data”) of the ECC and/or other End Users or Personnel (“Data Subjects”). Where applicable under the relevant Data Protection Laws, the parties acknowledge RapidSOS acts as a “Data Processor” in relation to the Personal Data it processes on ECC’s behalf and ECC remains

the “Data Controller” with respect to the Personal Data of its Data Subjects. RapidSOS hereby undertakes that it will: (i) use Personal Data only to provide and administer RapidSOS Services as outlined in the applicable privacy statement(s) referenced in the Premium ECC EULA; (ii) process the Personal Data in accordance with ECC’s instructions (unless it determines the requested processing of any Personal Data to violate any relevant Data Protection Laws); (iii) implement appropriate security measures designed to provide a commercially reasonable level of protection of the Personal Data; (iv) implement and maintain commercially reasonable technical and organizational measures, insofar as is possible, for the fulfillment of ECC’s obligations to respond to requests by Data Subjects; (v) take commercially reasonable steps to destroy or permanently de-identify Personal Data when it no longer is necessary to retain it; and (vi) ensure that its employees authorized to process Personal Data are bound to appropriate confidentiality obligations. Personal Data may be collected, processed and/or stored by RapidSOS. ECC represents and warrants it has a valid lawful basis for ECC to process the Data Subjects’ Personal Data in connection with the RapidSOS Services in accordance with applicable Data Protection Laws and will fully indemnify and defend RapidSOS in the event the basis to process any Personal Data shared by ECC is challenged.

8.5. IF, AS PART OF THE RAPIDSOS SERVICES, RAPIDSOS TRANSMITS DATA TO USER IN ORDER TO QUERY AGAINST THE ECC SYSTEMS, ECC 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 ECC FROM PROCESSING DATA THAT IS INDEPENDENTLY COLLECTED AND USED BY ECC FOR ITS OWN BUSINESS PURPOSES.

8.6. RapidSOS acknowledges and agrees to comply with the obligations of Chapter 119, Florida Statutes, with respect to public records of ECC, including without limitation and to the extent applicable, Section 119.0701, Florida Statutes, which is incorporated as if fully set forth herein.

IF RAPIDSOS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ECC’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [].

9. NON-EXCLUSIVITY

9.1. The parties acknowledge and agree that (a) RapidSOS currently markets, distributes and licenses the RapidSOS Services, directly and indirectly, including through other device manufacturers, application developers, and monitoring and security providers and (b) this Agreement in no way limits or precludes RapidSOS from continuing such marketing, distribution and licensing activities or engaging in other activities with respect to the RapidSOS Services. Furthermore, the parties acknowledge and agree that RapidSOS is in no way limited or precluded from marketing, distributing, and licensing the RapidSOS Services, or engaging in other activities with respect to the RapidSOS Services, in the future, with any other device manufacturers, application developers, or third parties generally. The Parties expressly agree that RapidSOS may engage other providers of services or products similar to those provided by the ECC, and this Agreement in no way limit’s RapidSOS from contracting with such other parties.

10. INDEMNIFICATION

10.1. RapidSOS Indemnity

10.1.1. Defense and Indemnification. Subject to Section 10.1, RapidSOS shall defend, indemnify, and hold harmless ECC and its officers, directors, shareholders, employees, and their respective heirs, executors, administrators, successors and permitted assigns (collectively, the “**ECC Indemnified Parties**”) against any third-party claim proximately caused by (a) RapidSOS gross negligence, fraud, or criminal or willful misconduct, or (b) Purchased Services infringing the Intellectual Property Rights of such third party (pursuant to Section 10.1.3 below) (an “**Infringement Claim**”), and indemnify ECC from the resulting costs and damages finally awarded against ECC to such third party by a court of competent jurisdiction or agreed to in settlement.

10.1.2. 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 ECC the right to make continued use of the affected Purchased Services, (b) replace or modify the affected Purchased Service or API to make it non-infringing, (c) terminate this Agreement and refund any prepaid fees paid by ECC.

10.1.3. Exclusions. Notwithstanding anything to the contrary, RapidSOS will have no obligation under Section 10.1 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) ECC or Personnel content, (e) modifications to the RapidSOS Services by the ECC or Personnel or a third party under the direction or control of same, (f) RapidSOS’s reasonable adherence to the ECC’s or Personnel’s written requirements, (g) any acts or omissions, equipment, services, software, application programming interface, or library, of third parties other than subcontractors of RapidSOS providing goods or services relating to the RapidSOS Services under this contract, (h) any other use, of any kind, of the RapidSOS Services in violation of this Agreement. Section 10.1 sets forth ECC’s sole and exclusive remedy, and RapidSOS entire liability, for any Infringement Claim.

10.2. ECC Indemnity. ECC 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 not subject to an indemnification obligation by RapidSOS pursuant to Section 10.1 and based upon (a) ECC’s gross negligence, fraud, or criminal or willful misconduct, or (b) the ECC 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. ECC shall indemnify RapidSOS from any claims by ECC’s Personnel related to actions by ECC or third-party integrations.

10.3. Procedures. The party entitled to indemnification under this Agreement (each an “**Indemnified Party**”) shall: (a) give the party from whom indemnification is sought (the “**Indemnifying Party**”) prompt written notice of the claim (except that any delay in providing any such notice will only excuse Indemnifying Party’s defense and indemnification obligation to the extent the Indemnifying Party is prejudiced or damaged by such delay), (b) grant the Indemnifying Party full and complete control over the defense and settlement of the claim (provided such settlement releases the Indemnified Party of all liability and damages); 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.

11. TERM AND TERMINATION

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

11.2. 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, (c) the Non-Terminating Party becomes insolvent or unable to pay its debts in the ordinary course of its business, (d) a voluntary petition under applicable bankruptcy or other insolvency law is filed by the Non-Terminating Party, (e) a receiver is appointed for the business affairs of the Non-Terminating Party or the Non-Terminating Party makes an assignment for the benefit of creditors, (f) any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or other insolvency law is instituted against the Non-Terminating Party that is not dismissed within forty-five (45) days thereafter, or (g) the Non-Terminating Party liquidates or ceases doing business as a going concern. In addition, RapidSOS shall have the right, in its sole and reasonable discretion, to immediately terminate the Agreement or suspend the effected RapidSOS Service if (x) ECC has committed a breach of this Agreement that is incapable of cure, or (y) any act or omission of an ECC threatens to compromise the health and/or safety of the public or the security or integrity of any RapidSOS Service or other RapidSOS property.

11.3. Payment Upon Termination. If this Agreement is terminated by ECC in accordance with Section 3.4, Section 3.5, or Section 11.2, RapidSOS will refund to ECC any prepaid fees covering the remainder of the Term as of the effective date of termination. If this Agreement is terminated by RapidSOS in accordance with Section 11.2 or terminated by ECC for any reason other than as may be permitted by Section 11.2, ECC will not be entitled to any refund and will have no further financial obligation for the remainder of the current Term. For the avoidance of doubt, no refunds or credits for any charges or other fees or payments will be provided to ECC. In no event will RapidSOS’s termination for cause pursuant to Section 11.2 relieve ECC or ECC’s obligation to pay any charges, fees, or other payments payable for the RapidSOS Services for the period prior to the effective date of termination.

11.4. No Liability for Termination. Except as expressly required by law, if either party terminates this Agreement in accordance with any of the provisions of this Agreement, neither party will be liable to the other because of such termination for compensation, reimbursement, or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, inventory, investments, leases, or commitments in connection with the business or goodwill of RapidSOS or ECC. Termination will not, however, relieve either party of obligations incurred prior to the effective date of the termination.

11.5. Effect of Termination or Non-Renewal. Upon termination or expiration of this Agreement, (a) ECC 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 11.2, ECC shall promptly (but no later than thirty (30) days following the effective date of the termination or expiration) pay any and all unpaid amounts owed for the RapidSOS Services 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, including without limitation the indemnification obligations of Section 10.

12. GENERAL PROVISIONS

12.1. Independent Contractor Relationship. RapidSOS and ECC are independent contractors and this Agreement will not be construed to determine that a party is a partner, joint venture, agent or fiduciary of the other party, to create any other form of legal association that would impose liability on one party for the act or failure to act of the other party, or to provide either party with the right, power or authority (express or implied) to create any duty or obligation of the other party. Under no circumstances will any employees, agents or contractors of one party be deemed the employees of the other party for any purpose. Each party will bear responsibility for its own employees, agents or contractors, including terms of employment, wages, hours, tax withholding, required insurance, and daily direction and control.

12.2. 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.

12.3. Notice. All notices will be either: (i) (a) sent to the address listed in the signature block of this Agreement, to the attention of the party's contact specified below, (b) delivered by hand, via US Mail (postage prepaid, certified, or registered, return receipt requested), or via an international express delivery service, and (c) deemed given upon delivery, as evidenced by written receipt or by the records of the delivery agent or (ii) sent via email to the management level person that is the other party's contact for primary business matters at the email address indicated on the signature block for such party. Notwithstanding the following, Section 12.3(ii) is not available as a means to provide notice for any notice requirement set forth in the Indemnification Section above. Addresses for notice may be changed by a party providing notice to the other party per the terms of this Section.

12.4. Assignment. Neither party may assign this Agreement or otherwise transfer or delegate any of its rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed; provided, however, that each party may assign this Agreement, without consent of the other party, to (a) any affiliate of such party, (b) any business organization resulting from the consolidation or merger of such party with or into another entity, or (c) to any person or entity that acquires a majority of such party's issued and outstanding capital stock or substantially all of such party's assets, or (d) another successor-in-interest by law (e.g., in the event of a name change via filing of certificate of amendment to a party's organizational articles or the use of a "dba") (collectively "**Permitted Assignment**"). For any Permitted Assignment of this Agreement, the assigning party will provide the other party with written notice of the Permitted Assignment and upon receipt by the other party of the written notice, the Permitted Assignment will be deemed to be completed without the requirement to amend this Agreement. Any attempted assignment in violation of this Section will be void. Subject to the foregoing, this Agreement will inure to the benefit of and will be binding upon the permitted successors and assigns of the parties.

12.5. RapidSOS Representation and Warranties. RapidSOS hereby represents and warrants to ECC that: (i) RapidSOS has all necessary right, power and authority to execute, deliver and perform this Agreement, (ii) the execution, delivery and performance of this Agreement by RapidSOS does not and will not contravene, violate, or constitute a default under applicable law, or any agreement or instrument to which RapidSOS is a party or is otherwise subject, and (iii) RapidSOS is and will be in compliance in all material respects with all applicable law, including without limitation: the Americans with Disabilities Act, 42 U.S.C. § 12101; Section 504 of the Rehabilitation Act of 1973; Section 448.095, Florida Statutes (e-verify); and Section 286.101, Florida Statutes (countries of concern).

12.6. ECC Representation and Warranties. ECC hereby represents and warrants to

RapidSOS that: (i) ECC has all necessary right, power and authority to execute, deliver and perform this Agreement, (ii) the execution, delivery and performance of this Agreement by ECC does not and will not contravene, violate, or constitute a default under applicable law, or any agreement or instrument to which ECC is a party or is otherwise subject, and (iii) ECC is and will be in compliance in all material respects with all applicable law.

12.7. Force Majeure. Neither party will be deemed in breach for any cessation, interruption, or delay in the performance of its obligations (except with respect to any payment obligations or any violations or breaches of a party's Intellectual Property Rights or rights with respect to the protection or use of its Confidential Information) due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, power failure, network interruptions or outages in telecommunications or the Internet, labor controversy, civil disturbance, terrorism, or war (whether or not officially declared) (each a **"Force Majeure Event"**).

12.8. Amendment/Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representatives of both parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the party making the waiver. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

12.9. Governing Law. All disputes, claims, or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby will be governed by and construed in accordance with the laws of the State of New York without regard to its rules of conflict of laws, except that the laws of the State of Florida shall apply, without regard to rules of conflicts of law, with respect to any issue of the sovereign immunity, or public records obligations, of ECC.

12.10. Entire Agreement; Priority of Provisions. This Agreement, including its Exhibits, Addenda, and Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between parties and all prior agreements with respect to such subject matter and there are no inducements to enter into this Agreement which are not set forth herein. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

12.11. Records and Audit Rights. During the Term and for a period of three (3) years thereafter, the Parties shall maintain complete, clear and accurate records to evidence their compliance with this Agreement. During the period in which a Party is obligated to maintain such records, the other Party, or its third-party auditor (collectively, the **"Auditor"**), may, upon reasonable notice to the other party, audit such records to verify that the other party has paid all applicable fees and costs owed hereunder to the first party and otherwise has complied with the terms of this Agreement. The Auditor may conduct no more than four (4) audits in any twelve (12) month period; audits may only be conducted during the normal business hours, and the Auditor shall use commercially reasonable efforts to minimize the disruption of normal business activities. The audited party shall reasonably cooperate with the Auditor and shall promptly pay any underpayments or overpayments revealed by such audit.

12.12. Counterparts. This Agreement may be executed in counterparts (which may be scanned, faxed or

electronically signed copies), each of which will be deemed an original and will constitute the same instrument.

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

12.14. Sovereign Immunity; Third-Party Beneficiaries. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by ECC or any Supported Public Safety Providers nor shall anything included herein be construed as consent by ECC or any Supported Public Safety Providers to be sued by third parties in any matter arising out of this Agreement. Neither RapidSOS nor ECC intends to directly or substantially benefit a third party by this Agreement, and the Parties agree that there are no third-party beneficiaries to this Agreement.

[Remainder of page intentionally left blank]

EXHIBIT A

RapidSOS Premium**Service Level Agreement****Purpose**

This service level agreement sets forth RapidSOS's undertakings with respect to providing customer support to Company, and the service levels associated with the RapidSOS Services provided during the Term.

1. Service Reliability. RapidSOS shall provide an uptime of 99.9% for the RapidSOS Services, subject to scheduled updates and maintenance and to any downtime caused by a third Person. For unplanned downtime (an **"Event"**), RapidSOS (with respect to the RapidSOS Services) will assign a trouble severity code based on RapidSOS's assessment of the Event at the point of trouble identification. RapidSOS will make adjustments to the trouble severity code based on how the Event proceeds.

Trouble Severity Code	Description	Initial Response Time	Status Update Intervals
Sev 1	"Sev 1 Error" means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the RapidSOS Services	30 minutes	4 hours
Sev 2	"Sev 2 Error" means a non-catastrophic Event causing a significant component of the RapidSOS Services to fail or to perform materially different than expected, creating significant inconvenience to an End Customer or Agency	For Events reported during normal business hours (9am to 5pm EST Monday through Friday), 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of the next business day	24 hours
Sev 3	"Sev 3 Error" means an Event that: (a) has minimal current impact on End Customer or Company, and (b) causes a malfunction of a nonessential RapidSOS Services feature	For Events reported during normal business hours (9am to 5pm EST Monday through Friday), 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day	As appropriate

2. Points of Contact and Escalations.

- A. Company may contact RapidSOS's customer support by e-mail at support@rapidsos.com.
- B. For Sev 1 Events, RapidSOS will provide continual support until the Event is resolved.
- C. Company may be able to follow for Event updates through the website status.rapidsos.com. Company will need to subscribe to this status page in order to receive and access all pertinent updates concerning services disruptions and maintenance.
- D. RapidSOS contact information (for escalation or technical issues) is as set forth on the Order.

	Contact Name & Title	Phone	Mobile	Email
Point of Contact	RapidSOS Technical Support Team	205-627-4025	205-627-4025	support@rapidsos.com
Escalation	RapidSOS Network Operations Center	201-581-3834	201-581-3834	N/A

3. Change Control Management/Update Management.

- A. Implementation of Updates/Maintenance – RapidSOS Services: RapidSOS will ensure that any planned maintenance and update events within the RapidSOS Services will be executed in a professional manner. Proper execution includes advance notification to Company by RapidSOS.
- B. Service Interruptions and Advanced Notification Requirements – RapidSOS Services: RapidSOS will provide Company with at least 72 hours advance notice via e-mail of all planned maintenance activities resulting in any service interruptions or possibility of any service interruption that will have a direct impact on the RapidSOS Services.

Emergency Maintenance. RapidSOS shall perform emergency maintenance as necessary and will, if possible, give advance notice thereof to Company. "Emergency" shall mean that RapidSOS has become aware of a problem that, if an immediate remedy is not implemented, will prevent RapidSOS from continuing to support and provide the elements and aspects of the RapidSOS Services. Emergency downtime outside of the maintenance window will be counted as unscheduled downtime in determining whether RapidSOS has achieved its service uptime goal.







Lee County, FL RapidSOS Premium Contract #098580 '24

Final Audit Report

2024-05-23

Created:	2024-05-22
By:	Sadie Duncomb (sduncomb@geocomm.com)
Status:	Signed
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