ONSOLVE®
By **CRISIS24**

ORDER FORM

This Order Form documents the purchase of Subscription Services and other Services being purchased by the customer listed below ("Customer") from OnSolve, LLC ("OnSolve"), and is entered into as of the date the Customer signs (the "Effective Date").

Initial Term: 1.00 year(s) commencing on the Service Start Date

Service Start Date: November 18, 2025

Customer Information	Company Name:	Dekalb County, GA
	Street Address:	1300 Commerce Drive
	City, State, Zip, Country:	Decatur, GA, 30030, US
Billing Contact Purchase Order Number	Company Name:	Dekalb County, GA
	Name:	Jennifer Schofield
	Street Address:	1300 Commerce Drive
	City, State, Zip, Country:	Decatur, GA, 30030, US
	Phone:	(404) 687-4042
	Email:	jjschofield@dekalbcountyga.gov
Primary Contact *Note: this contact will be setup in the Services as an Administrator.*	Name:	Jennifer Schofield
	Title:	Procurement Agent - Senior
	Phone:	(404) 687-4042
	Email:	jjschofield@dekalbcountyga.gov

Subscription Service Fees

Critical Communications

Item/Description	Order Term	Qty	Annual Price**	Term Total
CodeRED Standard Flex Package	11/18/2025 - 11/17/2026	1	$56,700.00	$56,700.00
CodeRED Flex Package includes: 700,000 Message Units per year. Overage will be billed at USD 0.10 per Message Unit in blocks of 70,000.	11/18/2025 - 11/17/2026	1	$0.00	$0.00
CodeRED Weather Warning (non-GSA item)	11/18/2025 - 11/17/2026	1	$0.00	$0.00
CodeRED IPAWS Integration (non-GSA item)	11/18/2025 - 11/17/2026	1	$0.00	$0.00
CodeRED Premium Data	11/18/2025 - 11/17/2026	1	$0.00	$0.00

Item/Description	Order Term	Qty	Annual Price**	Term Total
CodeRED Foreign Language Message Translation	11/18/2025 - 11/17/2026	22	$0.00	$0.00
Additional Insured - CGL - Non-GSA Contract Item Includes waiver of subrogation	11/18/2025 - 11/17/2026	1	$0.00	$0.00
			Critical Communications Subscription Fees	$56,700.00

ORDER TOTAL	**$56,700.00**

Annual Fees

Year 1 Subscription Fees + Non-Recurring Service Fees	**$56,700.00**

**The fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the fees displayed above, and are the true and binding totals for this order.

All pricing is in US Dollars unless otherwise specified

Please Note
- GSA Contract number GS-35F-0253W

Service Description – Critical Communications

CODE-Flex Pkg
- CodeRED Subscription Service
- Emergency or non-Emergency use
- Message bank for voice minutes, SMS Text, TTY
- Unlimited Email, RSS, and Social Media messages
- Unlimited CodeRED Mobile Alert application push notifications
- Unlimited initiators
- Role based initiator permissions
- Esri based mapping
- Custom geocoding
- Managed Data Services with one (1) annual Data Load
- Two-Way messaging for contacts
- Dedicated public enrollment web page with branding
- Unlimited Opt-in categories
- Contact enrollment web page
- Web widget with enrollment link
- Voice based polling
- Reporting and analytics
- Resource Library
- Solution setup
- Base System Updates and Maintenance
- One (1) annual live web-based training – client dedicated
- Unlimited access to monthly web-based live and recorded trainings
- 24/7/365 support

> **Service Terms**
> - Use of the Subscription Service is intended for **DeKalb County, GA**
> - Population: **762,820**. A population increase above 10% may result in increased pricing.
> - Emergency means threat to life and/or property.
> - "Message Unit" equals sixty (:60) seconds of connected voice or TTY call time deducted in six (:06) second increments and/or SMS Text segments of 140 characters. Unused Message Units do not carry over year-to-year.

The Subscription Service above includes the plan and terms set forth in the document previously signed by the Customer (the "Terms"). Except as expressly amended hereby, the Terms shall continue in full force and effect. In the event of a conflict between this document and the Terms, this document shall control. Capitalized terms not defined herein shall have the definitions ascribed to them in the Terms.

Dekalb County, GA

By: _____

              Jennifer Schofield
Name:

Title:

Date:

EXHIBIT A

GENERAL TERMS AND CONDITIONS – GOVERNMENT

These General Terms and Conditions ("Terms and Conditions") are by and between OnSolve, LLC ("OnSolve") and the customer (the "Customer") named on any Order Form (as defined below) that incorporates these Terms and Conditions effective as of the date of the Customer's signature on such Order Form (the "Effective Date").

By clicking a box indicating acceptance, signing an Order Form or by making payment for or by using the Services, Customer agrees that the Services shall be governed exclusively by these Terms and Conditions and any additional terms stated in an Order Form, unless Customer and OnSolve have in place a signed written agreement that supersedes these Terms and Conditions.

OnSolve may change these Terms and Conditions from time-to-time which changes shall be effective upon the commencement of the next Renewal Term (as defined below).

1. CERTAIN DEFINITIONS

1.1. "Administrator" means an individual person or application capable of performing administrative functions which may include, depending upon the Services selected on the Order Form, initiating Alerts, managing data for Contacts or groups, running or viewing reports, managing User roles, activating/deactivating features, setting default values and/or using any of the features in the administrative area of the user interface.

1.2. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party hereto, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.

1.3. "Alerts(s)" means notifications/messages issued through the Subscription Services, without regard to whether a Contact responds to such Alert.

1.4. "Applicable Law" means any statute, ordinance, judicial decision, executive order, directive or regulation having the force and effect of law in each case to the extent applicable to a party, the Services and the use thereof or, in connection with these Terms and Conditions.

1.5. "Contact" means an individual recipient only capable of receiving and responding to Alerts and, if permitted, updating its their profile.

1.6. "Content" means content, data, text, messages and other material contained in an Alert or otherwise sent by Customer through the Subscription Services.

1.7. "CNE Page" means the relevant community notification enrollment website utilized by Customer and its Contacts in connection with the Services.

1.8. "Documentation" means any explanatory materials, such as user manuals, training manuals, specifications regarding the implementation and use of the Subscription Services (electronic or written) that is provided by OnSolve regarding the Subscription Services, as may be updated from time to time.

1.9. "Fees" means any fees due for the Services set forth on the applicable Order Form, including but not limited to all fees for Subscription Services, Non-Recurring Services and Professional Services and any applicable Transaction Fees.

1.10. "Initial Term" has the meaning provided in Section 9.1.

1.11. "Non-Recurring Services" means the non-recurring services identified on Customer's Order Form.

1.12. "Order Form" means the service order form incorporating these Terms and Conditions which sets out the specific Services to be provided to Customer.

1.13. "Professional Services" means the professional services identified on Customer's Order Form or any statement of work to be provided by OnSolve to Customer.

1.14. "Renewal Term" has the meaning provided in Section 9.1.

1.15. "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric

information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.

1.16. "Services" means those services to be provided by OnSolve to Customer as set forth on the applicable Order Form, including but not limited to the Subscription Services, Non-Recurring Services and Professional Services.

1.17. "Smart Alert" means an Alert that is automatically sent by either the Risk Intelligence Services or the TRM Services (each as defined in Schedule 1).

1.18. "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, email address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, email address and physical address), geolocation, and employee ID or other non-personally identifying ID number provided by Customer or obtained through the CNE Page.

1.19. "Subscription Services" means OnSolve's software-as-a-service, Internet-based and accessed service(s) as more particularly described on the applicable Order Form and licensed to the Customer pursuant to these Terms and Conditions.

1.20. "Subscription Fee" means the fees for access to and use of the Subscription Services.

1.21. "Term" means the Initial Term together with any applicable Renewal Term(s).

1.22. "Transaction Fees" means the fees for individual transactions of sending and/or receiving Alerts to and from devices.

1.23. "User" means, collectively, any Administrators and all authorized users of the applicable Subscription Services, including Contacts.

2. USE OF THE SUBSCRIPTION SERVICES

2.1. Access to the Subscription Services. During the Term and subject to Customer's compliance with these Terms and Conditions, OnSolve grants Customer a non-exclusive, worldwide, non-transferable right to access and use the Subscription Services for Customer's internal business purposes only and only in accordance with the applicable Documentation.

2.2. Use Restrictions. Customer shall not, and shall not permit any third party under its control to, use the Subscription Services for an Unauthorized Purpose. If Customer uses the Subscription Services for an Unauthorized Purpose, OnSolve may take any and all actions as it reasonably deems appropriate, from the issuance of a warning to limiting, suspending, or terminating Customer's right to use the Subscription Services to cancellation of any Order Form and (if applicable) involvement of government authorities. "Unauthorized Purpose" means to: (i) create derivative works of, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Subscription Services; (ii) circumvent or disable any security or features of the Subscription Services, or attempt to probe, scan, gain access to, or test the vulnerability of OnSolve's network and/or Subscription Services or any systems, networks, servers, computers, devices, or equipment owned, controlled, or used by OnSolve to provide the Subscription Services unless expressly permitted under an agreement between Customer and OnSolve; (iii) license, sublicense, assign, transfer, distribute, rent or sell use or access to the Subscription Services (in whole or in part), whether as a service bureau or otherwise, or otherwise transfer rights in or to the Subscription Services; (iv) remove, alter or obscure any product identification, copyright or proprietary notices; (v) upload or provide any Content, information or materials that are defamatory, offensive, abusive, obscene, of menacing character, or that violate privacy or intellectual property rights; (vi) use the Subscription Services to threaten, defame, bully, harass, or harm persons or their property; (vii) send, store or distribute any malware, viruses or any other routines, code or programs with the intent or effect of damaging, destroying, disrupting, monitoring or otherwise impairing OnSolve's, or any other person's or entity's, network, computer system, or other equipment, or any third party data contained therein; (viii) access the Subscription Services or use any Documentation in order to build a similar product

or competitive product; or (ix) adopt, use, register, or apply for registration of, whether as a corporate name, trademark, service mark or other indication of origin, any OnSolve trademark, service mark or trade name, or any word or mark confusingly similar to them in any jurisdiction; (xi) contest, in any court or other jurisdiction, the validity of any of the OnSolve property; or (xii) use with intent to avoid payment of charges due under these Terms and Conditions.

2.3.   Acceptable Use Policy.   Customer shall and shall ensure that its and its Affiliates' Users use the Subscription Services in accordance with all Applicable Laws and the OnSolve Acceptable Use Policy located at https://www.onsolve.com/legal/aup/.

2.4.   Usernames and Passwords. Customer shall be responsible for the confidentiality of all usernames and passwords and all activities that occur under such usernames. Customer shall promptly notify OnSolve of any suspected unauthorized access to the Subscription Services at securityteam@OnSolve.com, copying Customer's OnSolve relationship manager.

2.5.   Customer Data and Standard Personal Information. Customer represents and warrants it has the right and authority to provide OnSolve with the Content and any Standard Personal Information for use in connection with the Subscription Services. As between the Parties, the Content and Standard Personal Information shall be owned by Customer. Customer grants OnSolve a non-exclusive, worldwide, transferable, royalty-free and fully paid license to use the Content and Standard Personal Information solely as necessary to perform the Subscription Services. To the extent applicable, Customer acknowledges and agrees that OnSolve may notify Contacts who contribute Standard Personal Information in the CNE Page and that such data will be transmitted to Customer and is subject to Customer's privacy policies. Customer agrees that it will be solely responsible for providing the privacy policies for the CNE Page and that OnSolve shall not be responsible for contributing Standard Personal Information for any Contact through the CNE Page.

2.6.   Feedback. The Parties acknowledge that the Subscription Services may collect and aggregate certain de-identified information and data regarding the use and operation of the Subscription Services by Customer. Customer agrees that OnSolve may utilize such information and data as well as any Customer suggestions, enhancement requests or other recommendations (collectively, "Feedback") for any lawful business purpose, without a duty of accounting to Customer so long as such Feedback does not identify Customer or any Customer provided Content or Contacts. No compensation shall be paid with respect to OnSolve's use of Feedback.

2.7.   Affiliates. Customer's Affiliates may purchase Services on the terms and conditions set forth in this Agreement pursuant to an executed Order Form. With regard to Order Forms entered into by OnSolve with any Customer Affiliate: (i) all references to "Customer" in this Agreement and in the Order Form shall be deemed to mean the Affiliate who entered into the Order Form, (ii) each Order Form shall be subject to the terms and conditions of this Agreement and legally binding exclusively upon the respective Affiliate entering into such Order Form and OnSolve, and (iii) Customer shall have no liability under such Affiliate Order Form.

3. PROVISION OF SERVICES

3.1.   Subscription Services Availability & Customer Support. During the Term, OnSolve shall (i) utilize a reputable hosting infrastructure to provide the Subscription Services in accordance with the Service Level Agreement available at https://www.onsolve.com/legal/sla-enterprise. Upon receipt of a written request from Customer for technical assistance with the Subscription Services, OnSolve customer support personnel may access Customer's environment to collect the necessary logs and data or to validate Customer's settings or as otherwise required to respond to Customer's request. OnSolve may also use data generated in connection with Customer's use of the Subscription Services to assist in responding to Customer's request.

3.2.   Professional Services. If an Order Form or any statement of work includes Professional Services, subject to the payment of applicable fees, OnSolve shall perform such Professional Services (i) in a professional and workmanlike manner and (ii) in accordance with the terms and conditions set forth in the Order Form or such statement of work. Customer must notify OnSolve of a claim under this section within 30 days of completion of the affected Professional Services. Customer's exclusive remedy arising out of a failure to provide the Professional Services in accordance with this section is limited to the re-performance of the Professional Service, or if re-performance is not commercially reasonable, termination as provided by Section 9.2 (Termination for Material Breach). Any changes to the Professional Services will not be effective

unless mutually agreed upon in writing. Customer will provide assistance, cooperation, information, equipment, data, a suitable work environment, and resources reasonably necessary to enable OnSolve to perform the Professional Services. Customer acknowledges that OnSolve's ability to provide Professional Services as described in the Order Form may be affected if Customer does not meet its responsibilities as set forth above and in the applicable Order Form.

3.3. <u>Security and Data Integrity</u>. OnSolve shall maintain industry standard physical, administrative, and technical security policies and procedures designed to protect against and prevent the loss, misuse and unauthorized access, alteration or disclosure of Content and Standard Personal Information. If OnSolve learns of any unauthorized access to Content or Standard Personal Information while in OnSolve's care or custody, OnSolve shall, as required by Applicable Law, promptly notify Customer of such unauthorized access, and the parties agree to coordinate and cooperate in good faith on developing the content of any related public statements or any required notices for the affected persons. OnSolve may modify its security procedures from time to time in accordance with changes to industry standards, but only in a manner that retains or increases the stringency of OnSolve's security obligations.

3.4. <u>Integrated Services</u>. Customer acknowledges that the Subscription Services integrate or interoperate with certain third- party telephony, GIS, short message service (SMS) and/or facsimile services and that the Subscription Services are subject to pass-through terms from such third-party vendors. Accordingly, OnSolve may modify these Terms and Conditions upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by such third- party providers. Customer's failure to comply with such modified terms may result in the termination of certain critical services from OnSolve's vendors which would impact all of OnSolve's customers.

3.5. <u>Retained Rights</u>. OnSolve retains all right, title and interest in and to the Services except for the rights granted to Customer pursuant to these Terms and Conditions.

4. PAYMENT

4.1. <u>Payment Terms</u>. Unless specified otherwise in the Order Form, all Fees shall be stated and paid in U.S. Dollars and are non-refundable. Customer shall pay the Fees identified in the Order Form without setoff or deductions as follows:

(a) *Subscription Services*. Unless otherwise provided on the Order Form, OnSolve shall invoice Customer annually in advance for the Subscription Services and payment is due to OnSolve on the earlier of (i) thirty (30) days from the invoice date or (ii) the anniversary of the Effective Date.

(b) *Non-Recurring Services*. Fees for Non-Recurring Services shall be on a fixed fee basis (including all fees for the activation or re-activation) and shall be due and payable upon the execution of the applicable Order Form or statement of work and payment is due within thirty (30) days from the invoice date.

(c) *Professional Services*. Professional Services will be delivered on time and material basis or fixed fee basis, as set forth on the applicable Order Form or statement of work. Invoices will be issued on a monthly basis unless otherwise stated in the Order Form or any statement of work. Professional Services Fees exclude expenses for travel, food and lodging, that are related to the performance of such services.

(d) *Transaction Fees*. If the Subscription Services include Transaction Fees and Customer exceeds the permitted message units for applicable features, OnSolve shall invoice Customer for such Transaction Fees at least annually but may do so on a quarterly or monthly basis, in arrears, at the rate set forth on the Order Form and payment is due within thirty (30) days from the invoice date.

(e) *Expenses*. OnSolve shall invoice Customer quarterly in arrears for any expenses incurred in connection with delivering any of the Services, such as food, travel and lodging, as set out in the applicable Order Form or statement of work.

4.2. <u>Overdue Charges</u>. To the extent permitted by Applicable Law, If any invoiced amount is not received by OnSolve by the due date, without limiting OnSolve's rights or remedies, those amounts may be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, plus any and all collection costs.

4.3.   Price Increases. OnSolve reserves the right to increase the Subscription Fees and/or the Transaction Fees on an annual basis during the Term.

4.4.   Purchasing Agents. If Customer is utilizing a third-party payment intermediary ("Purchasing Agent") to pay for the Services, Customer acknowledges and agrees that: (a) such Purchasing Agent is acting in the capacity of an agent for Customer and is not purchasing the Services for Purchasing Agent's account; (b) Customer is responsible to OnSolve for any failure by Purchasing Agent to timely pay the fees identified on the purchase order for the Service provided hereunder.

5. CONFIDENTIALITY AND DATA PRIVACY

5.1.   Confidential Information. The term "Confidential Information" means Standard Personal Information, internal policies and procedures of a party and all other non-public information that a reasonable person should understand to be confidential due to its nature and the circumstances in which it was disclosed and that is disclosed by or on behalf of either party ("Disclosing Party") to the other party ("Receiving Party"), whether such information is disclosed before or after the Effective Date. "Confidential Information" excludes information that (i) was in the public domain prior to the time of disclosure; (ii) enters the public domain after disclosure through no action or inaction of the Receiving Party; (iii) is already known by the Receiving Party at the time of disclosure; (iv) is obtained by the Receiving Party from a third party without restriction; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. Except as otherwise expressly set forth in these Terms and Conditions, the Receiving Party shall not disclose (including, without limitation, distribute, transmit or transfer) or use the Confidential Information of the Disclosing Party or any portion thereof without the prior written consent of Disclosing Party except for the purpose of exercising its rights or performing its obligations under these Terms and Conditions. The Receiving Party may disclose the Disclosing Party's Confidential Information to its employees, consultants, and agents who are bound by obligations of confidentiality no less protective than those set forth in these Terms and Conditions and Receiving Party shall be responsible for any unauthorized disclosure of any Confidential Information by such persons as if Receiving Party had made such unauthorized disclosure itself. In addition, the Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by law so long as the Receiving Party gives the Disclosing Party prompt written notice prior to the disclosure and reasonable assistance in limiting disclosure or obtaining a protective order. OnSolve may also disclose these Terms and Conditions to actual and potential investors and funding sources who agree to hold it in confidence. The Receiving Party agrees to take steps designed to protect the Disclosing Party's Confidential Information that are substantially similar to those it takes to protect its own proprietary information (but not less than reasonable care) from unauthorized disclosure. Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information. Upon any termination or expiration of these Terms and Conditions, and after a minimum ninety (90) day holding period, the Receiving Party will destroy or permanently obfuscate all of the Disclosing Party's Confidential Information in its possession. This Section 5.1 and the obligations set forth hereunder shall survive termination of all Subscription Services subject to these Terms and Conditions.

5.2.   Data Privacy. Each party shall comply with Applicable Law with respect to data privacy and data protection. Customer (i) may only upload transmit or store Standard Personal Information through the Subscription Service; (ii) shall not upload, transmit or store any Sensitive Data through the Subscription Services; (iii) shall not, without OnSolve's prior written consent, upload, transmit or store any information that may be deemed personal data or personal information of any individual person by Applicable Law (including but not limited to the California Consumer Privacy Act, Gramm- Leach-Bliley Act, Health Insurance Portability and Accountability Act of 1996, and Family Educational Rights and Privacy Act) through the Subscription Services other than Standard Personal information that is expressly requested in a data field specified by the Subscription Services. Either party shall notify the other party within 72 hours in relation to the receipt of any complaint, notice, or communication received from any regulatory authority or individual which relates directly or indirectly to the processing of the Standard Personal Information or to either party's compliance with Applicable Law. Depending on the location of the Customer and its Users, the following provisions may also apply:

   (a) *California*. This clause shall apply if Customer has Users located in California. For purposes of the California Consumer Privacy Act ("CCPA"), Customer acknowledges and agrees that OnSolve is a

"service provider" as defined in the CCPA and its regulations and is receiving the Standard Personal Information for a business purpose. As a service provider, OnSolve may use the Standard Personal Information provided by the Customer (i) to process or maintain Customer personal information received through the Subscription Services in compliance with these Terms and Conditions; (ii) for internal use by OnSolve to build or improve the quality of the Subscription Services, provided that OnSolve's use of the Standard Personal Information does not include building or modifying household or consumer profiles to use in providing services to another business, or correcting or augmenting data acquired from another source; or (iii) to detect data security incidents, or protect against fraudulent or illegal activity. If any consumer (as defined under the CCPA) sends a request to exercise rights under the CCPA to OnSolve, OnSolve shall refer the consumer to the Customer and inform the consumer that the request cannot be acted upon because the request has been sent to a service provider.

(b) *EEA, Switzerland and the United Kingdom*. This clause shall apply if Customer has Users located in any of the European Economic Area, Switzerland and the United Kingdom. For purposes of the General Data Protection Regulation ("GDPR"), Customer acknowledges and agrees that OnSolve is a "data processor" as defined under the GDPR. If Customer transmits or stores any Standard Personal Information that originates from within the EEA, Switzerland or the United Kingdom to or through the Subscription Services, the terms of OnSolve's Data Processing Addendum located at https://www.onsolve.com/legal/DPA/ ("DPA") shall apply and be incorporated into these Terms and Conditions upon the Effective Date.

6. REPRESENTATIONS AND DISCLAIMER

6.1.   Mutual Representations. Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into the applicable Order Form or statement of work, and (ii) when executed and delivered by such party, the applicable Order Form or statement of work will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

6.2.   Subscription Services Warranty. OnSolve represents and warrants that the Subscription Services shall materially perform in accordance with the applicable Documentation. For any material breach of a warranty, Customer's exclusive remedy shall be as provided by Section 9.2 (Termination for Material Breach).

6.3.   Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 6, ONSOLVE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER INCLUDING THAT THE SERVICES OR THE DOCUMENTATION ARE ERROR-FREE OR THAT OPERATION OR USE OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. ONSOLVE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. THE SUBSCRIPTION SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ONSOLVE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS AND SHALL NOT HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SUBSCRIPTION SERVICES TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ONSOLVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7. INDEMNIFICATION

7.1.   Indemnification by OnSolve. OnSolve shall, at its expense, (i) defend Customer from or settle any claim, proceeding, or suit brought by a third party ("Claim") against Customer to the extent (a) that the Services infringe or misappropriate any intellectual property right of such third party or (b) arising out of OnSolve's gross negligence or willful misconduct, and (ii) indemnify Customer from all damages, costs, and attorneys' fees finally awarded and unappealable against Customer as a result of such Claim.

OnSolve shall have no obligation under this Section 7.1 for any Claim to the extent arising out of or is based upon: (i) Customer's use of the Services not in compliance with these Terms and Conditions or the Documentation; (ii) Customer's combination of the Services with software, hardware, system, data, or other materials not supplied or authorized by OnSolve (unless expressly permitted by the Documentation) without OnSolve's prior written authorization; (iii) the Content or Standard Personal Information; or (iv) any claims otherwise precluded under Section 6.3 (Disclaimer).

In the event of an infringement or misappropriation Claim involving the Services is brought or threatened, or is likely to be brought or threatened in OnSolve's reasonable opinion, OnSolve may, at its sole option and expense: (x) procure for Customer the right to continue to use the Services, (y) modify the Services in a manner that does not materially degrade the Service's functionality, or (z) terminate the affected Services and, with respect to termination of the Subscription Services, refund the unearned portion of the Fees payable for the affected Subscription Services based on the days left in the Term, less any Fees for usage accrued prior to the date of termination. Notwithstanding anything else herein, the foregoing indemnification obligations are OnSolve's only obligations and liability, and Customer's exclusive remedy, in respect of any infringement or misappropriation Claim.

7.2. <u>Customer Indemnification</u>. To the extent permitted by Applicable Law, Customer shall, at its expense, (i) defend OnSolve from or settle any Claim against OnSolve, its affiliates, licensors and suppliers arising out of: (a) Customer's breach of Sections 2.2, 2.3 or 2.5; (b) third party claims that Customer's Content infringes on any third party's intellectual property rights; or (c) Customer's gross negligence or willful misconduct and (ii) indemnify OnSolve from all damages, costs, and attorneys' fees finally awarded and unappealable against OnSolve as a result of such Claim.

7.3. <u>Indemnification Procedures</u>. Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any Claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent (which consent shall not be unreasonably withheld or delayed).

8. LIMITATION OF LIABILITY

8.1. <u>Limitation of Liability</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY OTHER PERSON FOR (I) ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, UNDER ANY THEORY OF LIABILITY) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICES OR THESE TERMS AND CONDITIONS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (II) DIRECT DAMAGES IN EXCESS OF THE FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THESE TERMS AND CONDITIONS DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM RESULTING IN SUCH DAMAGES AROSE. THE FOREGOING LIMITATIONS AND EXCLUSIONS DO NOT APPLY TO ONSOLVE'S INFRINGEMENT INDEMNIFICATION OBLIGATIONS, CUSTOMER'S INDEMNIFICATION OBLIGATIONS, OR CUSTOMER'S FAILURE TO REMIT ALL FEES PROPERLY DUE AND OWING UNDER THESE TERMS AND CONDITIONS, OR ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

9. TERM AND TERMINATION

9.1. <u>Term</u>. All Subscription Services shall be provided beginning on the Effective Date for the initial term identified on the Order Form (the "<u>Initial Term</u>"), unless earlier terminated in accordance with these Terms and Conditions. Upon completion of the Initial Term, the term for all Subscription Services shall automatically renew for successive one (1) year renewal terms (each a "<u>Renewal Term</u>") unless a different

renewal period is specified on the Order Form. Each party must provide at least sixty (60) days' written notice if they intend for the Subscription Services to expire at the end of the Initial Term or then-current Renewal Term.

9.2. <u>Termination for Material Breach</u>. If either party defaults in any of its material obligations under these Terms and Conditions and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate these Terms and Conditions in addition to its other rights and remedies.

9.3. <u>Suspension</u>. OnSolve may suspend Customer's access to and use of the Subscription Services: (i) effective immediately upon notice if Customer shall be in breach of Section 2.2 (License Limitations) or Section 2.3 (Acceptable Use Policy) or if OnSolve reasonably determines that any Users' use of the Subscription Services is causing immediate and ongoing harm to OnSolve or others; or (ii) if payment of any portion of the Fees is not received by OnSolve within fifteen (15) days after OnSolve notifies Customer that payment is past due. OnSolve shall promptly notify Customer of any suspension and the parties shall diligently attempt to resolve the issue. Any such suspension shall not modify or lengthen the Term hereof or of any then current Order Form, nor shall any rights or obligations hereunder be waived during the suspension period.

9.4. <u>Effects of Termination</u>. Upon termination or expiration of the applicable Order Form (i) Customer's access to and use of the Subscription Services shall cease; (ii) OnSolve shall, upon written request of Customer, erase Customer data from the production servers controlled by OnSolve, except that: (a) any data stored on OnSolve's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from deletion from production, and OnSolve agrees that it (1) shall discontinue processing such data; and (2) shall maintain the confidentiality of such data in accordance with these Terms and Conditions; and (b) OnSolve may retain report data (e.g., date/time of Alert and number of Alerts sent) necessary to support its billing and accounting records; (iii) Customer will immediately pay to OnSolve all Fees due and payable for Services delivered prior to the date of termination; and (iv) Customer shall immediately cease all use of the Services and return or destroy all copies, extracts, derivatives and reflections of the Services, and, upon OnSolve's request, provide written notice that Customer has fully complied with this clause. Upon termination of any applicable Order Form and/or these Terms and Conditions for Customer's breach: (A) Customer will immediately pay to OnSolve all unpaid Fees that would become due under the then-current term if such termination did not occur; and (B) OnSolve shall retain any Fees paid to date. Upon termination of these Terms and Conditions for OnSolve's breach, OnSolve will refund an amount equal to the unearned portion of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

10. GENERAL

10.1. <u>Changes to the Service</u>. OnSolve may modify the Subscription Services from time to time by removing unused features or substituting outdated features with new features that have similar or improved functionality, by implementing system upgrades, migrations and/or platform changes or otherwise so long as such changes are not intended to and do not materially adversely affect Customer's use of the Subscription Services. Customer's purchase of any Services is not contingent upon, and Customer has not relied upon, the delivery of any future functionality, regardless of any written or verbal communication about OnSolve's possible future plans.

10.2. <u>Proof of Concept Subscriptions</u>. If OnSolve provides Customer with a limited proof of concept subscription to any Subscription Service(s), Customer agrees to use such Subscription Service(s) solely for evaluation purposes, in a non-production environment, for the limited period set forth in the applicable Order Form (the "<u>Evaluation Period</u>"). At the end of the Evaluation Period, Customer's right to use the applicable Subscription Service(s) shall automatically expire and Customer shall no longer be permitted to access or use such Subscription Service(s) except as provided below. If Customer desires to continue to use the Subscription Service(s) beyond the Evaluation Period, Customer must execute an Order Form for such

Subscription Services. Either OnSolve or Customer may, upon notice to the other party, terminate the Evaluation Period at any time in its sole discretion. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND CONDITIONS, DURING THE EVLUATION PERIOD, EACH SUBSCRIPTION SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND USE OF THE SUBSCRIPTION SERVICE IS AT CUSTOMER'S SOLE RISK. ONSOLVE HAS NO OBLIGATION TO PROVIDE SUPPORT AND HAS NO LIABILITY FOR CUSTOMER'S USE OF THE SUBSCRIPTION SERVICE(S) DURING THE EVALUATION PERIOD UNDER ANY THEORY OF LIABILITY. CUSTOMER ASSUMES AND UNCONDITIONALLY RELEASES ONSOLVE FROM ALL RISKS ASSOCIATED WITH THE USE OF ANY AND ALL SERVICES DURING AN EVALUATION PERIOD AND ONSOLVE SHALL HAVE NO OBLIGATION TO CUSTOMER UNDER SECTION 7.1 (INDEMNITY BY ONSOLVE) HEREOF.

10.3. Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror, epidemics, pandemics (other than COVID-19) and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.4. Non-Solicitation. Each party acknowledges that the employees of the other party are a valuable asset of that party and have acquired confidential and proprietary information belonging to that party. Each party further acknowledges that hiring a current or former employee of that party to work as an employee of the other party will cause damage to the other party. Each party agrees that, for a period of one (1) year after the termination of the applicable Order Form, it will not solicit any current or former employee of the other party in any capacity.

10.5. Dispute Resolution. Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy ("Dispute") arising out of or related to the performance of these Terms and Conditions or any Order Form to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. To the extent permitted by Applicable Law, if either party engages attorneys to enforce any rights out of or relating to these Terms and Conditions, the prevailing party in any action to enforce or interpret these Terms and Conditions shall be entitled to recover any and all costs and expenses of any nature including, attorneys' and experts' fees and costs. Customer shall be responsible for any collection fees incurred by OnSolve in collecting amounts due.

10.6. Publicity. OnSolve may reference Customer's name as an OnSolve customer online and in OnSolve marketing materials.

10.7. Survival of Terms. If these Terms and Conditions is terminated for any reason, remedies for breach, rights to accrued payments and Sections 1 (Definitions), 2.6 (Feedback), 3.3 (Security and Data Integrity), 3.5 (Retained Rights), 4.1 (Payment Terms), 4.2 (Overdue Charges), 5 (Confidentiality and Data Privacy), 7 (Indemnification), 8 (Limitation of Liability), 9.4 (Effects of Termination), and 10 (General) shall survive termination.

10.8. Independent Contractor. In making and performing under these Terms and Conditions, the parties are acting and shall act as independent contractors and nothing in these Terms and Conditions shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.9. Severability. If any provision of these Terms and Conditions or the application thereof is to any extent held invalid or unenforceable, the remainder of these Terms and Conditions shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.10. Waiver. The failure of either party to enforce any provision of these Terms and Conditions, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of these Terms and Conditions.

10.11. Notice. Any notice required or permitted to be given in accordance with these Terms and Conditions will be effective if it is in writing and delivered via email with delivery receipt requested or via certified or registered mail, or overnight courier, with delivery tracking, to the appropriate party at the address set forth on an Order Form and with the appropriate postage affixed. Either party may change its address for receipt

of notice by notice to the other party in accordance with this Section 10.11. Notices are deemed given on the date an email is sent, two (2) business days following the date of mailing with the appropriate postage affixed or one business day following delivery to a courier.

10.12. Export Compliance. The Subscription Services and other OnSolve technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Subscription Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation and will not permit any U.S.-sanctioned persons or entities to act as Users, and Customer shall indemnify OnSolve in respect of any breach of this section.

10.13. U.S. Government End Users. As defined in Federal Acquisition Regulation ("FAR") section 2.101, Defense Federal Acquisition Regulations Supplement ("DFARS") section 252.227-7014(a)(1) and DFARS section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with these Terms and Conditions are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFARS section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of these Terms and Conditions as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the FAR and its successors, or if purchased by any agency in the Department of Defense, as specified in 48 C.F.R. 227.7202-3 of the DFARS and its successors. Customer shall ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.14. Assignment. Neither party may assign these Terms and Conditions without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

10.15. Entire Agreement. These Terms and Conditions, together with Schedule 1 attached hereto and any related Order Form or statement of work constitute the entire agreement and understanding between Customer and OnSolve with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. These Terms and Conditions cannot be modified except by a writing signed by an authorized representative of each party. The terms of these Terms and Conditions shall take precedence over any conflicting terms in Customer-provided purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will be of no force or effect.

Schedule 1
Product Specific Terms

The following are additional product specific terms ("Product Specific Terms") that are applicable to certain OnSolve Services that may be purchased under these Terms and Conditions. The Product Specific Terms only apply if Customer executes an Order Form which includes any of the products identified below. In the event of conflict between a Product Specific Term and any term in the Terms and Conditions, the applicable Product Specific Term controls. In the event of conflict between a Product Specific Term and any term in the applicable Order Form, the term set forth in the applicable Order Form controls.

A. Critical Communications.

Customer's right to access and use the Critical Communications services listed on the applicable Order Form (the "Critical Communications Services") is subject to the following additional terms:

1. Message Surcharges. OnSolve will not be liable to Customer, to any Contact or to any other person for any charges or fees that arise from the sending, receiving or replying to an Alert using the Critical Communications Services, including as a result of increases in pass-through charges by Users' telecommunications providers.
2. Contacts. Each Contact is to be assigned to a designated, named individual and cannot be shared by more than one individual. At any time during the Term that Customer exceeds the number of Contacts set out in the applicable Order Form, Customer shall promptly inform OnSolve of such excess and shall be obligated to pay the additional Fees related to such excess Contacts. If a named individual Contact no longer requires access to the Subscription Services, Customer may reassign such Contact to a new individual without increasing the total number of Contacts; provided, however, that the total number of Contacts reassigned may not exceed 15% per year. At any time during the Term and for a period of ninety (90) days thereafter, OnSolve may inspect the number of Customer's Contacts to ensure compliance with the total number of Contacts permitted in the Order Form. OnSolve shall invoice Customer for excess Contacts pro rata for the remainder of the relevant Term.
3. API Restrictions. If Customer is provided with access to an OnSolve application program interface ("API") as a part of the Critical Communications Services, Customer may not use such API to send or otherwise trigger Alerts to Contacts not stored within the Subscription Services unless such use is specifically permitted on the applicable Order Form.
4. Transaction Fees. Transaction Fees will be billed at the rates specified on the applicable Order Form based on the below metrics. International Transaction Fees are subject to change with thirty (30) days' notice to Customer.
    (a) Voice (outbound/inbound) Alerts. Voice Alerts are rounded up to the nearest minute and are based on the country of the Contact phone number. Call Bridging and, if applicable Conference Calling, are per minute, per connection based on each of the outbound call connections.
    (b) SMS Alerts. SMS Alerts are sent per segment based on the country of the Contact phone number. Each SMS segment is comprised of approximately (i) 160 characters for GSM-7 encoded messages and (ii) 70 characters for UCS-2/non-GSM-7 encoded; messages exceeding such character limits will be segmented into (x) 153-character segments for GSM-7 encoded messages and (y) 67-character segments for UCS-2/non-GSM-7 encoded messages. These segmenting requirements may vary by telecommunication carrier and country. Lengthy, multi-segment Alerts may be restricted by telecommunications carriers. Multi-segment SMS Alerts will incur multiple charges, one charge per segment and any responses via SMS will also incur charges, one charge per response.
    (c) Facsimile (Fax). Faxes are per page based on the country of the Contact fax number.

B. Risk Intelligence

Customer's right to access and use the 'Risk Intelligence' Subscription Services identified on the Order Form (the "Risk Intelligence Services") is subject to the following additional terms:

1. For purposes of the Risk Intelligence Services, "Asset" means a person, fixed location or property identified by Customer to be monitored by the Risk Intelligence Services by inputting the coordinates of the fixed location, or by monitoring the geolocation of the person or property with the enabled OnSolve mobile application or another geo-tracking system.

2. Fees for the Risk Intelligence Services are dependent upon the package purchased by Customer as set out in the Order Form. These are determined as follows:

    (a) Fixed Rate: the fees are set at a specific rate for an unlimited number of Assets; or,
    (b) Tiered Rate: the fees follow a tiered structure linked to the number of Assets purchased by the Customer. In the event that the Customer exceeds the number of purchased Assets, OnSolve shall invoice Customer for excess, in arrears, at the rate for the appropriate tier of total Assets for such year.
    (c) Smart Alerts may be sent, as applicable, to relevant email addresses, mobile applications or any other modality supported by a co-purchased OnSolve Critical Communications system, subject to the limitations set forth on the applicable Order Form.

C. Travel Risk Management

Customer's right to access and use the 'Travel Risk Management' Subscription Services identified on the Order Form (the "TRM Services") is subject to the following additional terms:

1. For Purposes of the TRM Services, the following terms have the corresponding meanings:

    (a) "PNRs" means the passenger name records to be monitored by the TRM Services.
    (b) "TMC" or "Travel Management Company" means a business travel agency that assists other organizations in managing their travel programs.
    (c) "Traveler" means an individual identified by Customer as a "Traveler" to be monitored by the TRM Services by tracking the individual's PNR or through the enabled OnSolve mobile application.

2. Fees for TRM Services are dependent upon the package purchased by Customer as set out in the Order Form. These are determined as follows:
    (a) Fixed Rate: the fees are set at a specific rate for an unlimited number of Travelers; or,
    (b) Tiered Rate: the fees follow a tiered structure linked to the number of Travelers or PNRs purchased by the Customer. In the event that the Customer exceeds the number of purchased Travelers or PNRs, OnSolve shall invoice Customer for excess, in arrears, at the rate for the appropriate tier of total Travelers for such year or the overage rate for PNRs set forth on the Order Form.
    (c) Smart Alerts may be sent, as applicable, to Travelers' email addresses, mobile applications or any other modality supported by a co-purchased OnSolve Critical Communications system, subject to the limitations set forth on the applicable Order Form.

D. Installed Components

Customer's right to access and use the Installed Components (defined below) listed on the Order Form is subject to the following additional terms:

1. "Installed Components" means any software, in machine-readable form, that is delivered by OnSolve for installation on computers or devices controlled by Customer or its Users solely for use as part of and with an OnSolve application including, without limitation, Data Sync, Desktop Alerting and all OnSolve downloaded mobile applications.

2. If Installed Components are included on Customer's Order Form, Customer shall have a limited,

nonexclusive, nontransferable right to use such Installed Components solely in connection with the use of the Subscription Services. Except for one copy of the Installed Components solely for back-up purposes, copying of the Installed Components, if any, is expressly prohibited.