

Tightwad Fire Protection District
laR Subscription Renewal Agreement Resolution 25-08

WHEREAS, Pursuant to RSMo 432.070, the Tightwad Fire Protection District shall not make any contract:

...unless such contract be made upon a consideration wholly to be performed or executed subsequent to the making of the contract; and such contract, including the consideration, shall be in writing and dated when made, and shall be subscribed by the parties thereto, or their agents authorized by law and duly appointed and authorized in writing.

; and

WHEREAS, The Board of Directors of the Tightwad Fire Protection District desire to continue to have a first responder emergency response system with Emergency Services Marketing Corp. Inc. d/b/a lamResponding (laR) for the delivery of real-time alerts and critical incident data to improve communication, coordination, and the District's response times.

NOW, THEREFORE, BE IT RESOLVED:

1. The "Subscription Order Form" with Emergency Services Marketing Corp. Inc. d/b/a lamResponding, which is attached hereto as Exhibit 1 along with the applicable Master Services Agreement and Terms of Service referenced in the General Provisions of the Subscription Order Form, is approved and President Jeffrey Hunt is authorized to sign said Subscription Order Form;
2. The Fire Chief is directed to ensure the service contract with Emergency Services Marketing Corp. Inc. d/b/a lamResponding is monitored in accordance with Section 1. g. i. and 1. g. ii. of the Procurement of Service Contract Practices of Purchasing Policy #824; and

Duly passed by the Tightwad Fire Protection District Board of Directors this 16th day of October, 2025 .

Jeffrey Hunt, Chair of the Board of Directors
Tightwad Fire Protection District

ATTEST:

_____, Secretary Pro Tem
Tightwad Fire Protection District



Subscription Order Form

Subscriber:	Tightwad Fire Protection District (MO)
Subscriber Contact:	Name: Email: Phone:

Subscription Commencement Date: October 30, 2025

Product	Cost per Agency per Year	Number of Agencies	Initial Term (months)	Discount	Annual Total
IamResponding	\$ 349	1	12	N/A	\$ 349
MyLS	N/A	N/A	N/A	N/A	N/A

Total Contract Value	\$ 349
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This order ("Subscription Order Form") is entered into between IamResponding and Subscriber for the IamResponding Subscription and, if applicable, the MyLocal Safety (MyLS Subscription) services (individually and collectively, "IaR Services"). This Subscription Order Form shall be deemed to apply, whether this is the first Subscription Order Form to be executed by the parties, a subsequent Subscription Order Form or a renewal of any prior subscription order or agreement. IamResponding agrees to provide Subscriber with access to the IaR Services in accordance with the terms of this Subscription Order Form. Subscriber is solely responsible for obtaining its own internet connection and hardware.

Subscription Start Date and Term

The subscription shall commence on the Subscription Commencement Date, and shall terminate following the number of months listed in Initial Term above. The Initial Term may consist of equal 12-month periods or a partial period followed by equal 12-month periods.

Subscriber's access to the IaR Services shall not be provided until IamResponding has received this signed Subscription Order Form and payment from Subscriber.

Payment Terms

1. Beginning on or before the Subscription Commencement Date and continuing annually on the anniversary of the Subscription Commencement Date, Subscriber shall pay the amounts due for the upcoming term.
2. If Subscriber fails to remit payment on or before the Subscription Commencement Date or the annual anniversary thereof, IamResponding may terminate access to the IaR Services and cancel this Subscription Order Form.
3. All subscription fees are in US funds, and shall be paid in US funds.
4. All prices set forth are the cash discount prices for payments via cash or checks. Non-discounted pricing for credit card payments is 3.5% higher for all prices set forth.
5. All checks should be made payable to:

IamResponding (IaR, LLC)
Tax Identification No.: 92-2140314

Taxation

Subscriber certifies that Subscriber (check one box below):

IS a tax-exempt organization, exempt from state and local sales and use taxes on its purchases, and its tax exemption (and/or exempt organization) number is: Missouri 14037106 (Please attach tax exemption certificate)

IS NOT a tax-exempt organization and is NOT exempt from state and local sales and use taxes on its purchases.

Special Terms

Notes

General Provisions

This Subscription Order Form is governed by the terms and conditions of the latest versions of the [IamResponding Master Services Agreement](#) (“MSA”) and the [Terms of Use](#) (“TOU”), which are available at the preceding links, and if the MyLS Subscription is ordered, then in accordance with the Terms of Use for MyLS, which is found [here](#) (“MyLS TOU”). The MSA, TOU, and MyLS TOU (if applicable), collectively comprise the parties’ agreement (“Agreement”), which governs the terms of this Subscription Order Form. In the event of a conflict between the terms of any Subscription Order Form and the terms of the Agreement, the terms of this Subscription Order Form will prevail and supersede the terms of the Agreement, solely as they apply to the applicable Subscription Order Form.

Signature Line

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

Emergency Services Marketing Corp. d/b/a IamResponding	Subscriber:
;	
Name: Eric Troy	Name: Jeffrey Hunt, President
Date:	Date:

IamResponding
P.O. Box 93
Dewitt, New York 13214-0093
Phone: (315) 701-1372 Fax: (315) 314-7748
Email: iar-subscriptions@rapidsos.com

Master Services Agreement

<https://iamresponding.com/msa/>

This Master Services Agreement (“**Agreement**”), entered into concurrent with the execution of each Subscription Order Form (“**Effective Date**”), by and between Emergency Services Marketing Corp., Inc. d/b/a IamResponding and its affiliates (“**IamResponding**”) and Subscriber.

1. Definitions

“**IamResponding Services**” or “**Services**” means the IamResponding platforms, web services, applications, or other products or services, including but not limited to the IamResponding APIs, Emergency Responder Reply System, Two Tone Detect, MyLocalSafety.

“**MyLocalSafety**” or “**MyLS**” means a mobile application through IamResponding that connects emergency service providers and field responders to their communities through tools including but not limited to residential preplans and community notifications.

“**Order**” or “**Subscription Order Form**” means each order that is executed under this Agreement for the IamResponding Services purchased by the Subscriber.

“**Privacy Policy**” means the IamResponding Privacy Policy which is available at <https://iamresponding.com/privacy-policy/>.

“**Subscriber**” means a field responder agency requesting access to the IamResponding Services as identified in the Subscription Order Form.

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

“**Terms of Use**” means the IamResponding terms of use agreed to by the Subscriber as part of the Subscription Order Form and available at <https://iamresponding.com/terms-of-use/>.

2. Description of the Services

During the Term, IamResponding shall provide Subscriber, subject to the terms and conditions of this Agreement and the agreements referenced herein, with those IamResponding Services, which includes IamResponding.com, as are selected in the Subscriber Order Form. The terms of this Agreement (including the Subscription Order Form and any other agreements referred to herein) shall prevail over the terms of any purchase order or other document provided by Subscriber unless signed by an authorized representative of IamResponding.

3. License and Restrictions

3.1. License.

3.1.1. Subject to the terms and conditions of this Agreement (including the Order Form and any other agreements referred to herein) and during the Term, IamResponding

hereby grants to Subscriber a revocable limited non-exclusive license (a) to access, use, reproduce, distribute, display, transmit, and otherwise make available the Services to its Users (defined below) to the extent provided for in the Subscription Order Form; (b) to use and reproduce all Documentation for the Services and to grant Users the right to use and reproduce such Documentation solely for Subscriber's internal function to the extent reasonably necessary to support the Subscriber's User's use of the Services in accordance with the license rights granted in Section 3.1.

3.1.2. The Services are for the use of subscribers of lamResponding, of such members and employees of subscribers as are authorized to utilize the Services pursuant to a subscription agreement with lamResponding ("Users"), and of such other individuals and entities as are authorized by lamResponding. With respect to the Services, Subscriber is responsible for the account creation of Users who will be granted permission by Subscriber to access lamResponding.com or MyLS in order to receive the Services. Subscriber agrees to be responsible for the acts and/or omissions of the Users or any other personnel who access the Services. In order to access the Services, each User agrees to be bound by the terms and conditions of the Privacy Policy and Terms of Use, together with the Subscriber. To the extent not prohibited by law, Subscriber will indemnify and hold lamResponding harmless from and against any and all claims or other damages arising from or related to the use of the Services by Subscriber's Users, including any breach of the Privacy Policy and Terms of Use by the User. No terms of any agreement entered into between Subscriber and any User will be binding on lamResponding unless agreed to by lamResponding in an instrument exactly specifying such terms and signed by an authorized officer of lamResponding. In all instances, Subscriber agrees to share data related to such Users as is reasonably requested by lamResponding prior to giving such User access to the Services. lamResponding may, from time to time, modify the terms of the Privacy Policy or Terms of Use, with the modifications becoming effective upon publishing of the Privacy Policy or Terms of Use at the relevant URL provided. Subscriber will ensure that its Users agree at all times to the most recent Privacy Policy and Terms of Use published at the provided URL.

3.2. Restrictions.

3.2.1. Subscriber shall not (and Subscriber may not allow or assist any third party to) (a) use the Services for any unlawful purpose; (b) use the Services for any purpose or in any manner prohibited by this Agreement or the Terms of Use; (c) engage in any conduct that lamResponding, in its sole discretion, believes is or may be harmful to another user or to any other party, directly or indirectly; (d) violate any foreign, federal, state or local law or regulation; (e) use the Services in a manner that could impair, disable, overburden or damage any lamResponding server, or the network(s) connected to any lamResponding server, or interfere with any other party's use of any Services; (f) loan, rent, lease, sublicense, distribute, sell or otherwise transfer all or any portion of the Services to third parties except as expressly authorized in writing by lamResponding, and specifically shall not share the Services with any other non-subscribing entity; (g) attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any lamResponding server or to any of the Services, through

hacking, password mining or any other means. Any violation of this Section 3.2 shall be deemed a material breach of this Agreement.

3.2.2. Subscriber shall not (and Subscriber may not allow or assist any third party to) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, underlying ideas, underlying logic, design, user interface techniques, protocols or algorithms of the Services by any means whatsoever, directly or indirectly, or disclose any of the foregoing, except to the extent Subscriber may be expressly permitted to decompile under applicable law in the European Union, if it is essential to do so in order to achieve operability of the Services with another software program, and Subscriber have first requested lamResponding to provide the information necessary to achieve such operability and lamResponding has not made such information available. lamResponding has the right to impose reasonable conditions and to request a reasonable fee before providing such information. Any information supplied by lamResponding or obtained by Subscriber, as permitted hereunder, may only be used by Subscriber for the purpose described herein and may not be disclosed to any third party or used to create any software or services which are substantially similar to the expression of the Services. Requests for information from users in the European Union with respect to the above should be directed to the lamResponding at legal@rapidsos.com.

3.3. Local, Long Distance, and Toll Free Telephone Numbers. Any and all local, long distance or toll free telephone numbers that lamResponding provides or assigns to Subscriber are the sole and exclusive property of lamResponding or its affiliates, and Subscriber shall have no rights whatsoever in or with respect to such telephone numbers. lamResponding reserves the right to change or re-assign such telephone numbers at any time.

3.4. Updates. lamResponding reserves the right to modify the appearance, content and/or functionality of the lamResponding and MyLS Services at any time, in its sole discretion, with the understanding that core functionality will be maintained.

3.5. Access to Service. Subscriber understands that there may be periodic service interruptions to the lamResponding and/or MyLS Services as the result of events or circumstances beyond the control of lamResponding. lamResponding has taken, and will continue to exercise, commercially reasonable efforts to mitigate such interruptions. Support requests shall be addressed to support@emergencysmc.com. Subscriber understands that lamResponding will use its best efforts to classify the level of urgency of each support request, that such classifications shall be made in the sole discretion of lamResponding, and that the response time for each support request will be dependent upon such classification.

3.6. Suspension of Service. Subscriber agrees that lamResponding may suspend access to the Services if: (a) lamResponding reasonably believes that Subscriber's use of the Services violates any law, regulation, rule or order, (b) lamResponding reasonably determines that Subscriber's use of the Services violates any usage policy or guidelines

that have been provided to Subscriber by lamResponding in writing, or (c) as otherwise provided in Section 10.

4. Fees and Payment Terms

4.1. Payment. In consideration for the rights granted in this Agreement, Subscriber shall pay lamResponding, directly or through an lamResponding affiliate, the fees set forth in each Order Form in accordance with the payment terms set forth therein, provided that, unless otherwise expressly stated in the Order.

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

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

5. Warranty and Disclaimer of Warranty

THE SERVICES ARE PROVIDED "AS IS". IAMRESPONDING DOES NOT WARRANT THAT ANY ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED, AND ASSUMES NO RESPONSIBILITY FOR ANY COMMUNICATIONS, WHETHER BY TELEPHONE, INTERNET OR OTHERWISE, OR FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY COMMUNICATIONS, INFORMATION, OR SETTINGS. SUBSCRIBER AGREES AND ACKNOWLEDGES THAT IAMRESPONDING IS NOT RESPONSIBLE FOR THE SECURITY OR PRIVACY OF COMMUNICATIONS SENT VIA THE SERVICES, INCLUDING BUT NOT LIMITED TO WHERE THE SERVICES ARE BEING ACCESSED VIA WIRELESS DEVICES OR OTHER EQUIPMENT USED TO ACCESS THE SERVICES, EXCEPT FOR THE SECURITY OR PRIVACY RESPONSIBILITIES EXPLICITLY STATED IN THE PRIVACY POLICY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IAMRESPONDING, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, AND DISTRIBUTORS, HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE SERVICES ARE FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SUBSCRIBER BEAR THE ENTIRE RISK AS TO SELECTING THE SERVICES FOR SUBSCRIBER PURPOSES AND AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES. THIS LIMITATION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. THE SERVICES ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR HIGH RISK ACTIVITIES.

6. Limitation of Liability

SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH IAMRESPONDING MAY CHARGE FOR SUBSCRIPTIONS AUTHORIZING THE USE OF THE SERVICES DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY IAMRESPONDING OF THE RISK OF SUBSCRIBER CONSEQUENTIAL OR INCIDENTAL

DAMAGES WHICH MAY ARISE IN CONNECTION WITH SUBSCRIBER USE OF THE SERVICES. ACCORDINGLY, SUBSCRIBER AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL IAMRESPONDING, ITS LICENSORS OR ITS SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR ANY LOST REVENUES, SPECIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN ANY WAY RELATING TO THE SERVICES, TO THESE TERMS, TO ANY SUBSCRIPTION AGREEMENT, OR TO THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICES, EVEN IF IAMRESPONDING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY (CONTRACT, WARRANTY, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH WITHIN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE SUBSCRIPTION AUTHORIZING SUBSCRIBER TO ACCESS AND USE THE SERVICES, AND THAT WERE IAMRESPONDING TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER. THE ENTIRE, COLLECTIVE LIABILITY OF IAMRESPONDING, IT LICENSORS, SUPPLIERS AND DISTRIBUTORS, AND SUBSCRIBER EXCLUSIVE REMEDY, UNDER ANY PROVISION OF THESE TERMS OR ANY SUBSCRIPTION AGREEMENT SHALL BE, AT IAMRESPONDING'S SOLE OPTION, EITHER (A) RETURN OF THE SUBSCRIPTION PRICE PAID FOR ANY REMAINING PORTION OF THE TERM OF THE SUBSCRIPTION OR (B) \$250.00 USD.

7. Intellectual Property

7.1. Intellectual Property of lamResponding. lamResponding owns all right, title, and interest in and to the Services, including any alterations, adjustments, and all improvements, enhancements, and derivatives thereof, including all associated intellectual property rights found therein. Subscriber will not knowingly act to jeopardize, limit, or interfere in any manner with lamResponding's ownership of and rights with respect to the Services.

7.2. Trademarks. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owners' names. Trademarks may only be used to identify printed output produced by the Services, and such use of any trademark does not give Subscriber any right of ownership in that trademark. "Emergency Responder Reply System", "ERRS", "lamResponding", "lamResponding.com", "lamResponding", and "iamresponding" are registered or common law trademarks of lamResponding, its licensors or its suppliers. Except as expressly stated above, these Terms do not grant Subscriber any intellectual property rights in the Services.

8. Confidentiality

The Services and related documentation constitute and contain valuable confidential/proprietary information and trade secrets of lamResponding, its licensors

and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Subscriber shall treat (and take precautions to ensure that employees, agents and members treat) the Services and documentation as confidential, and to protect the confidentiality thereof, at all times exercising at least a reasonable degree of care in the protection of such confidential information. Subscriber shall not under any circumstances share or permit access to the Services, or provide any images of, or information about the Services to any actual or potential competitor of lamResponding.

9. Indemnification

By accessing or using the Services, Subscriber agree to indemnify, defend and hold harmless lamResponding, its licensors, suppliers, and distributors, including without limitation their successors and assigns, and their affiliates, owners, officers, directors and employees, to the fullest extent permitted by law, and to hold them harmless from and against any and all third party claims, demands, expenses, liabilities, damages, costs and/or causes of action whatsoever, including reasonable attorneys' fees, arising from Subscriber use or misuse of the Services or from any person's use or misuse of Subscriber's credentials, regardless of whether such use is authorized by Subscriber, including but not limited to any claims of the accuracy and adequacy of the Services. Furthermore, by using the Services, Subscriber agree to release lamResponding, its licensors and its suppliers and distributors, their successors and assigns, and their affiliates, owners, officers, directors and employees, from any and all claims, demands, debts, obligations, liabilities, damages, costs and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that Subscriber may have against them arising out of or in any way related to Subscriber use of the Services. Subscriber hereby agrees to waive all laws which may limit the efficacy of such releases.

10. Term and Termination

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

10.2. Termination. Either party may terminate this Agreement upon written notice to the other party (the "Non-Terminating Party") if: (a) the Non-Terminating Party breaches any provision of this Agreement, including, but not limited to, failure to comply with the terms of the Order or Exhibit A (including any representations, warranties, covenants, and obligations therein), and does not cure the breach within 30 days after receiving written notice thereof, (b) the Non-Terminating Party commits a material breach of any provision of this Agreement that is not capable of being cured.

10.3. Termination by lamResponding. If Subscriber defaults in any respect whatsoever with regard to the terms and conditions of this Subscription Agreement or the Terms of Use, lamResponding shall have the right, in its sole discretion, to suspend or terminate Subscriber's subscription to lamResponding and/or MyLS and to suspend or terminate Subscriber's access to the lamResponding and/or MyLS Services. Any payments not timely made shall be considered a material default by Subscriber.

10.4. Effect of Termination or Non-Renewal. Upon termination or expiration of this Agreement, (a) Subscriber shall immediately cease all use of the Services, (b) if this Agreement is not renewed or is terminated by lamResponding in accordance with Section 10, (i) Subscriber shall promptly (but no later than thirty (30) days following the effective date of the termination or expiration) pay lamResponding any and all unpaid amounts owed to lamResponding under this Agreement and (ii) shall promptly cease using and destroy or return all items that contain any confidential information of lamResponding; and (c) all terms and conditions of this Agreement that reasonably should survive termination will so survive. For the avoidance of doubt, no refunds or credits for any charges or other fees or payments will be provided to Subscriber. In no event will lamResponding's termination for cause pursuant to Section 10 relieve Subscriber's obligation to pay any charges, fees, or other payments payable to lamResponding for the period prior to the effective date of termination.

11. General Provisions

11.1. Independent Contractor Relationship. lamResponding and Subscriber are independent contractors, and this Agreement will not be construed to determine that a party is a partner, joint venture, employment relationship, agent or fiduciary of the other party, to create any other form of legal association.

11.2. Severability. If any provision of this Agreement or the Terms of Use are determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of this Agreement or Terms of Use will nevertheless be given full force and effect.

11.3. Notice. All notices must be in English. Notices posted on lamResponding's site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Subscriber shall be provided to the address on file with lamResponding. Notices to lamResponding shall be provided to the address immediately below, with a copy to legal@rapidos.com. Addresses for notice may be changed by a party providing notice to the other party per the terms of this Section.

Address for notice to lamResponding: lamResponding
P.O. Box 93
Dewitt, New York 13214

11.4. Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. lamResponding may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary of lamResponding; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

11.5. Representation and Warranties. Each Party hereby represents and warrants that: (i) the Party has all necessary right, power and authority to execute, deliver and perform this Agreement, (ii) the execution, delivery and performance of this Agreement by the

Party does not and will not contravene, violate, or constitute a default under applicable law, or any agreement or instrument to which the Party is a party or is otherwise subject, and (iii) the Party is and will be in compliance in all material respects with all applicable law.

11.6. Force Majeure. Except for Subscriber's payment obligations, neither party will be deemed in breach for any cessation, interruption, or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, power failure, network interruptions or outages in telecommunications or the Internet, labor controversy, civil disturbance, terrorism, or war (whether or not officially declared) (each a "Force Majeure Event").

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

11.8. Governing Law. Absent a statutory requirement that Subscriber's state law applies, all disputes, claims, or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby will be governed by and construed in accordance with the laws of the State of New York without regard to its rules of conflict of laws.

11.9. Entire Agreement. This Agreement, including its references, Exhibits, Subscription Order Forms, and Attachments hereto, constitutes the entire agreement between the Parties. The Agreement supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between parties and all prior agreements.

11.10. Counterparts. This Agreement may be executed in counterparts, whether scanned, faxed or electronically signed copies, each of which will be deemed an original and will constitute the same instrument.

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

End User License Agreement

<https://iamresponding.com/terms-of-use/>

These End User Terms of Use (“**Terms of Use**” or “**Terms**”) govern your use of Emergency Services Marketing Corp., Inc. d/b/a lamResponding (“**lamResponding**”) and its affiliates (collectively “**us**”, “**we**”, or “**our**”) products, services, websites, and resources identified in Master Services Agreement, Subscription Order Form, or otherwise provided to you by lamResponding (the “**Services**”).

USE OF THE SERVICES IS SUBJECT TO THE TERMS SET FORTH BELOW. BY USING THE SERVICES, YOU ARE CONSENTING TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES.

1. LICENSE GRANT. Subject to your strict compliance with these Terms of Use, lamResponding grants to you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Services, where use includes downloading, access, or logging in to the Services. Your license will terminate immediately when (a) the Master Services Agreement or Subscription Order Form is terminated or expires or (b) you cease to be authorized to use the Services.

2. USE RESTRICTIONS AND PROHIBITED ACTS. You may not use the Services in any manner or for any purpose other than as expressly permitted by these Terms. You agree not to: (a) use the Services for any unlawful purpose; (b) use the Services for any purpose or in any manner prohibited by the Terms; (c) engage in any conduct that lamResponding, in its sole discretion, believes is or may be harmful to lamResponding, another user or to any other party, directly or indirectly, or which infringes on the rights of another user or any third party; (d) violate any foreign, federal, state or local law or regulation, including without limitation regulations promulgated by the U.S. Securities and Exchange Commission, and rules of any national or regional securities exchange; (e) use the Services in a manner that could impair, disable, overburden or damage any lamResponding server, or the network(s) connect to any lamResponding server, or interfere with, inhibit, or restrict any other party’s use of any Services; (f) attempt to gain unauthorized access to any Services, other accounts, computer systems or networks connected to any lamResponding server or to any of the Services, through hacking, password mining or any other means; (g) decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from or sublicense any software employed in connection with Services; (h) loan, rent, lease, sublicense, distribute, sell or otherwise transfer all or any portion of the Services to third parties, and specifically shall not share the Services with any other non-subscribing entity; (i) violate any code of conduct or other guidelines which may apply to any particular Service; (j) collect information about others outside of your organization, including email addresses. All licenses granted to you in these Terms are conditional on your continued compliance with the Terms of Use, and will immediately and automatically terminate if, in lamResponding’s sole discretion, you do not comply with any term or condition of the

Terms of Use. In its sole discretion, lamResponding reserves the right to review and refuse to post, remove, or edit any materials posted to the Services, whole or in part or disclose any information it deems necessary or appropriate to satisfy any applicable law, regulation, legal process or governmental request.

3. USER UPLOADED INFORMATION. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE SERVICES FOR YOUR INTENDED USE AND YOU WILL INDEMNIFY AND HOLD HARMLESS IAMRESPONDING AND ITS LICENSORS AND SUPPLIERS TO THE GREATEST EXTENT LAWFULLY POSSIBLE FROM ANY THIRD PARTY SUIT BASED UPON THE ACCURACY AND ADEQUACY OF THE SERVICES IN YOUR USE.

4. ACCOUNT REGISTRATION. Services may require you to register with or subscribe to the Services. You agree to provide current, complete, and accurate information as prompted by the applicable registration/subscription form(s). You are responsible for maintaining in confidence your credentials, which may include a master username, master password, username, and password (“Credentials”). If you are an authorized representative of the subscribing entity through which you access the Services, you will be solely responsible for choosing and maintaining in confidence the Credentials of your members or employees, and you are fully responsible for all activities that occur under your Credentials and the Credentials of your employees, agents or members. lamResponding shall not be responsible for unauthorized use of your Credentials, and you agree to notify lamResponding promptly of any unauthorized use of your Credentials or other breach of security.

5. PRIVACY. For information about lamResponding’s privacy practices and your obligations regarding the maintenance of current, complete, and accurate information, please read the Privacy Policy located at <https://iamresponding.com/privacy-policy/> (“Privacy Policy”), which is incorporated into these Terms by reference. lamResponding reserves the right to update or change the Privacy Policy at any time and for any reason. All changes are effective upon posting. By continuing to use the Services, you agree to be bound by any such revisions, and therefore, you should visit and review the Privacy Policy home page periodically.

6. OWNERSHIP. You acknowledge that the Services, including, without limitation, the software, all source, object and executable code, and all lamResponding websites are the intellectual property, trade secrets, and confidential information of and are owned by lamResponding, its licensors and/or its suppliers. The Services may be protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the countries in which it is being provided and used. You acknowledge that lamResponding, its licensors and/or its suppliers retain the ownership of all patents, copyrights, trade secrets, trademarks and other intellectual property rights pertaining to the Services, and that the ownership rights of lamResponding, its licensors and/or its suppliers extend to any images, photographs, animations, videos, graphics, audio, music, text and “applets” incorporated into the Services and all accompanying online and printed materials. You will take no actions which adversely affect the intellectual property rights of lamResponding, its licensors

and/or suppliers pertaining to the Services. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owners' names. Trademarks may only be used to identify printed output produced by the Services, and such use of any trademark does not give you any right of ownership in that trademark. "Emergency Responder Reply System", "ERRS", "IamResponding", "IamResponding.com", "IamResponding", and "iamresponding" are registered or common law trademarks of IamResponding, its licensors or its suppliers. Except as expressly stated above, these Terms do not grant you any intellectual property rights in the Services. Notifications of claimed copyright infringement should be sent to IamResponding at legal@rapidsos.com.

7. UNSOLICITED IDEA SUBMISSION POLICY. IamResponding does not accept or consider unsolicited ideas, materials or work which are submitted with any expectation of fees, royalties, property interest, ownership, rights, title or interest of any manner, or of any form of compensation whatsoever, including without limitation ideas for new promotions, new products, new or enhanced services, or technologies. To avoid potential misunderstandings or disputes when IamResponding's products or marketing strategies might seem similar to ideas, materials or work submitted to IamResponding, do not convey or send your unsolicited ideas, materials or work to IamResponding or to anyone in any manner affiliated with IamResponding if you have any expectation of receiving anything of any nature in return or exchange. If, despite our request, you still convey or send them, please understand that your ideas, materials or work will not be treated as confidential or proprietary, and we will have no obligations to you with respect to such ideas, materials or work, or their disposition. You hereby assign to IamResponding all right, title, and interest in and to the feedback, and IamResponding is free to use the feedback without payment or restriction.

8. CONFIDENTIALITY. You acknowledge and agree that the Services and related documentation constitute and contain valuable confidential/proprietary information and trade secrets of IamResponding, its licensors and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, you agree to treat (and ensure that your employees, agents and members treat) the Services and documentation as confidential, and to protect the confidentiality thereof, at all times exercising at least a reasonable degree of care in the protection of such confidential information. You shall not under any circumstances share or permit access to the Services, or provide any images of, or information about the Services to any actual or potential competitor of IamResponding.

9. MODIFICATIONS. We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes via the relevant Service website or app. Modifications are effective upon publication. Continued use of our Services following such modifications will be deemed your acceptance of the modified Terms. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that were in effect at the time the dispute arose.

10. DISCLAIMER. The Services are provided as a supplement to existing dispatch, communication, and response systems, and are not intended, and shall not be used by you, as a primary dispatch system for emergency events or situations, as a substitute for existing emergency communication systems, or as a substitute for the exercise of reasonable judgments made by you or reasonable emergency services providers. Use your good, reasonable common sense when using the Services, and do not substitute the Services for such common sense.

THE SERVICES ARE PROVIDED "AS IS". IAMRESPONDING DOES NOT WARRANT THAT ANY ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED, AND ASSUMES NO RESPONSIBILITY FOR ANY COMMUNICATIONS, WHETHER BY TELEPHONE, INTERNET OR OTHERWISE, OR FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY COMMUNICATIONS, INFORMATION, OR SETTINGS. IAMRESPONDING MAY MAKE AVAILABLE AS PART OF THE SERVICES TOOLS AND UTILITIES FOR USE OR DOWNLOAD. IAMRESPONDING MAKES NO ASSURANCES AS TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVE FROM THE USE OF ANY SUCH TOOLS AND UTILITIES. YOU AGREE AND ACKNOWLEDGE THAT IAMRESPONDING IS NOT RESPONSIBLE FOR THE SECURITY OR PRIVACY OF COMMUNICATIONS SENT VIA THE SERVICES, INCLUDING BUT NOT LIMITED TO WHERE THE SERVICES ARE BEING ACCESSED VIA WIRELESS DEVICES OR OTHER EQUIPMENT USED TO ACCESS THE SERVICES, EXCEPT FOR THE SECURITY OR PRIVACY RESPONSIBILITIES EXPLICITLY STATED IN THE PRIVACY POLICY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IAMRESPONDING, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SUPPLIERS, AND DISTRIBUTORS, HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE SERVICES ARE FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU BEAR THE ENTIRE RISK AS TO SELECTING THE SERVICES FOR YOUR PURPOSES AND AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES. THIS LIMITATION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. THE SERVICES ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR HIGH RISK ACTIVITIES.

11. DISPATCH DATA. If you import, or arrange for the import of, dispatch data from your dispatch center to the Services, and if you or your members choose to have that information relayed via email, pager, text message, push notification, or otherwise, it is understood by you that this functionality is dependent upon the technology capabilities of your dispatch center; this specific functionality will not work with all dispatch center systems; and no guarantees or warranties are made concerning this functionality. It is further understood by you that iamResponding cannot control the timing, speed or reliability of the delivery of the dispatch information to your members once the information has been transmitted by iamResponding to your internet service providers, push notification services and/or cellular telephone providers. Therefore, it is specifically understood that this specific functionality is NOT to be relied upon under any circumstances as a primary means of notification for emergency events, and should only be utilized as a non-emergent, secondary means of notification. Certain cellular

providers and push notification services may limit the number of characters permitted per message, and therefore it is also understood that certain transmitted messages may omit or delete information if the message exceeds the character length of the members' notification provider.

Broadcast, written or transmitted notifications of incidents and/or incident locations provided through the Services are not intended, and shall not be used by you, as a substitute for emergency incident notifications provided directly to you by your dispatcher, PSAP or other emergency communications center through methods, means and/or systems other than the Services. Such notifications provided through the Services are intended, and shall be used by you, only as supplemental, rather than primary, notifications.

Alerts and audible tones associated with the Services are not designed or intended to alert you to the occurrence of an emergency incident requiring your services, and shall not be relied upon by you to awake or arouse you with respect to an emergency incident. Again, the Services are intended and shall be used by you only as a supplement to other, existing alerting and emergency communication systems.

To the greatest extent permitted by law, in consideration of the provision of the Service, you release lamResponding, its licensors and suppliers from any and all claims and liabilities of any nature whatsoever associated with any transmission of dispatch information.

You shall not under any circumstances cause dispatch information to be transmitted, re-transmitted, or forwarded, whether directly or indirectly from your lamResponding system, manually or automatically, to any servers, server networks, or mobile applications ("Apps") other than those exclusively controlled and maintained by lamResponding, excepting only Internet Service Providers (ISP's) and telephone network carriers necessary to the minimal extent possible to permit the direct relay of dispatch information from lamResponding.com to your personal/work email inbox(s) and personal/work mobile device(s). These limited and minimal exceptions (ISP's and telephone network carriers) are further limited to only those which simply pass through the dispatch information, without opening, manipulating, utilizing, converting, applying or modifying the information in any manner whatsoever. lamResponding, its licensors and suppliers, are not, and shall not in any circumstance be responsible or liable for any transmission, transmission delay, failed transmission, or altered transmission of dispatch data in violation of this paragraph.

12. MAPPING SERVICES. The Services may include certain mapping, directions and routing features (collectively "Mapping Services") that display content which may be provided under license to lamResponding by third parties. Mapping Services content is provided solely by third parties, and not lamResponding. By accessing or utilizing any of the Mapping Features, you consent to be subject to, bound by, and comply with, any and all of the terms and conditions of third party providers.

You are solely responsible for your own conduct when using the Mapping Services. You acknowledge that directions may be inaccurate, incomplete, dangerous, or prohibited, traffic data is not real-time, and location accuracy cannot be guaranteed. Map data, traffic, directions, and related Mapping Services content are provided for planning purposes only. Mapping Services are subject to errors and mistakes, and must not be substituted by you for the exercise of your common sense, logic, knowledge, reason and other available mapping resources.

Certain Mapping Services may require you to enable location services within your web-access computer or device in order to receive full functionality. lamResponding or third parties may collect, use, and share precise location data, including the real-time geographic location of your computer or device, or personal information, to provide and improve location-based products and services. Information which is part of, overlaid, embedded within, or attached to the Mapping Services in any manner, including but not limited to hydrant locations and information, drafting sites, fill sites, buildings or other structures, premises history or plans, emergency property information and any other such data is not, and will not be, verified by lamResponding in any manner for reliability or accuracy; is provided for planning purposes only; is not to be relied upon by you during an emergency event; and may be shared or made available to any authorized user of the Services, including users in other subscribing entities. You should independently verify the accuracy of any mapping information within the Mapping Services and make any necessary or applicable corrections to such information. Even if mapping irregularities or inaccuracies are reported to lamResponding, lamResponding does not warrant that such irregularities or inaccuracies will be corrected, and you should assume that they will not be.

The Mapping Services may extract certain data from dispatch messages provided through the Services in an attempt to identify the location of a reported incident. You are solely responsible for verifying that the address extracted and mapped is the correct incident address, and you should not rely on the Services and Mapping Services for this information.

lamResponding, its licensors and suppliers shall have no liability whatsoever to you or any third-parties for any mistakes, errors or delays of any nature whatsoever relating to the Mapping Services. By utilizing the Mapping Services, you agree (on your own behalf and on behalf of the subscribing entity with whom you are affiliated) to defend and indemnify, to the greatest extent permitted by law, lamResponding, its licensors and suppliers with respect to any claim of any nature whatsoever asserted by any person or entity arising by, through or as the result of your use of the Mapping Services.

13. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, YOU ACKNOWLEDGE AND AGREE THAT THE CONSIDERATION WHICH IAMRESPONDING MAY CHARGE FOR SUBSCRIPTIONS AUTHORIZING THE USE OF THE SERVICES DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY IAMRESPONDING OF THE RISK OF YOUR CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH YOUR USE OF THE SERVICES. ACCORDINGLY, YOU AGREE THAT, TO THE

MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL IAMRESPONDING, ITS LICENSORS OR ITS SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR ANY LOST REVENUES, SPECIAL, INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN ANY WAY RELATING TO THE SERVICES, TO THESE TERMS, TO ANY SUBSCRIPTION AGREEMENT, OR TO THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICES, EVEN IF IAMRESPONDING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY (CONTRACT, WARRANTY, TORT OR OTHERWISE) UPON WHICH SUCH CLAIM IS BASED. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH WITHIN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE SUBSCRIPTION AUTHORIZING YOU TO ACCESS AND USE THE SERVICES, AND THAT WERE IAMRESPONDING TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER. IN ANY CASE, THE ENTIRE, COLLECTIVE LIABILITY OF IAMRESPONDING, IT LICENSORS, SUPPLIERS AND DISTRIBUTORS, AND YOUR EXCLUSIVE REMEDY, UNDER ANY PROVISION OF THESE TERMS OR ANY SUBSCRIPTION AGREEMENT SHALL BE, AT IAMRESPONDING'S SOLE OPTION, EITHER (A) RETURN OF THE SUBSCRIPTION PRICE PAID FOR ANY REMAINING PORTION OF THE TERM OF THE SUBSCRIPTION OR (B) \$250.00 USD.

14. **TERMINATION.** These Terms of Use will continue for the duration of your use of the Services unless earlier terminated as provided in these Terms. lamResponding may terminate your license immediately without notice to you for your failure to comply with any of the terms set forth herein. Upon termination, you must immediately cease use of the Services.

15. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

16. **ASSIGNMENT.** You may not assign these Terms or your license to the Services without lamResponding's prior written consent. lamResponding may assign these Terms, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

17. **WAIVER.** The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision later. All waivers by a party must be in writing.

18. **SEVERABILITY.** If any provision of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of these Terms will nevertheless be given full force and effect.

19. GOVERNING LAW. To the extent not prohibited by law, the validity, interpretation, construction and performance of these Terms shall be governed by the laws of the State of New York without giving any effect or regard to its conflict of law provisions. The New York state courts in and for Onondaga County, New York (or, if there is exclusive federal jurisdiction, the United States District Court for the Northern District of New York) shall have exclusive jurisdiction and venue over any dispute arising out of these Terms, and you hereby consent to the personal and subject matter jurisdiction of such courts and waive any objection as to venue in such jurisdiction.

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Last modified: March 27, 2024.

Previous Modification: September 27, 2023.

Previous Modification: December 5, 2016. Section modified: Entire Agreement (The paragraph entitled "Entire Agreement," not the actual entire agreement!)

Previous Modification: May 9, 2016. Section(s) modified: Conditions and Restrictions on Use; Copyright Notice.

Previous modification: March 29, 2013. Section(s) modified: Introduction, Acceptance of Terms and Conditions, Conditions and Restrictions on Use, Title and Intellectual Property Rights, Trademarks, Dispatch Data, Registration and Privacy, Disclaimer of Warranty, Confidentiality, Use of Services, Services not a Substitute, Services and Software Available on this Website, Reverse Engineering, Links to Third-Party Sites, Indemnity and Release, Miscellaneous, Limitation of Liability, Other Restrictions, Injunctive Relief, Equipment Required and Optional, No Third Parties, Entire Agreement, Statute of Limitations. Section(s) added: Mapping Services.

Previous modification: January 28, 2013. Section(s) modified: Dispatch Data; Copyright Notice

Previous modification: November 18, 2010