

# ALERTUS TECHNOLOGIES END USER LICENSE AGREEMENT

**Version: 2026.01.21**

**Last Updated: January 21, 2026**

This End User License Agreement (“EULA”) governs Your use of software (including firmware) licensed by Alertus Technologies, LLC (“Alertus”) (“Licensed Software”). By downloading, installing, accessing, or using the Licensed Software, You agree to be bound by this EULA, whether You obtained the Licensed Software directly from Alertus or through an authorized Reseller or agent.

If You acquired the Licensed Software through a Reseller, this EULA applies to You in addition to any agreement You may have with the Reseller, and controls Your use of the Licensed Software despite any conflicting terms in such agreement. Alertus expressly rejects any additional or conflicting end-user terms provided by a Reseller unless Alertus agrees to them in a separate written agreement.

If You are accepting this EULA on behalf of a company or other legal entity, You represent and warrant that You have the authority to bind that entity, and in such case, “You” and “Your” refer to that entity. You and Alertus are each referred to herein as a “Party” and collectively as the “Parties.”

If You do not agree to the terms of this EULA, do not install, access, or use the Licensed Software. If already installed, You must immediately uninstall and discontinue use.

**1. DEFINITIONS.** Capitalized terms used in this EULA and not defined here have the meanings given to them in the Alertus Master Terms and Conditions (“Master Terms”), which are incorporated by reference. If a definition in this EULA directly conflicts with a definition in the Master Terms, the Master Terms will control unless this EULA expressly states otherwise.

**2. CONNECTIVITY AND DATA USAGE.** You understand and agree that most Licensed Software requires an active connection to the Alertus Server Software in order to operate as intended, whether used in an On-Premises Deployment or a Managed-Hosted Deployment (each as defined in the Master Terms). Depending on the deployment model, the Licensed Software may exchange technical and operational information with the Alertus Server Software, including device identifiers, configuration information, diagnostic logs, and usage metrics, for purposes such as alert delivery, troubleshooting, security, performance, and support.

Certain applications, including AlertAware, may operate in a limited or standalone manner only where expressly licensed and deployed as a standalone application under the applicable Order. Except where standalone use is explicitly permitted, Licensed Software requires a connection to the Alertus Server Software for full functionality.

The Licensed Software is not designed to collect or transmit personal information other than data necessary for its operation, and Alertus does not use Customer Data for advertising or marketing. For clarity, “Customer Data” has the meaning given in the Master Terms, which govern Alertus’ data processing obligations. By installing or using the Licensed Software, You consent to these data exchanges as necessary for operation and maintenance of the Licensed Software. If You do not agree to these terms, You must discontinue use and uninstall the Licensed Software. Disabling or uninstalling the Licensed Software may impair or disable alerting or other core functionality.

**3. CONSENT TO INSTALLATION AND UPDATES.** You may uninstall the Licensed Software at any time, although doing so may disable Your ability to send or receive alerts or use related features or integrations. By installing or using the Licensed Software, You consent to the installation, operation, and periodic updating of components necessary for security, performance, compatibility, or functionality.

Depending on the deployment model, some updates may be applied automatically, including updates to Managed-Hosted components, while other updates, such as updates to Alertus Server Software in On-Premises Deployments, must be obtained and installed by You. Failure to install required updates may impair or disable security features, alerting capabilities, or overall performance.

You are responsible for maintaining the hardware, operating systems, network configurations, and third-party environments necessary for the Licensed Software to function and to remain compatible with updates. Alertus is not responsible for delays, defects, or malfunctions caused by Your failure to maintain a compatible environment or install required updates.

Certain features or components of the Licensed Software may include or integrate Third-Party Software that is governed by separate Third-Party Terms. Those terms may apply to updates issued by the applicable third party, and continued use of such features constitutes Your acceptance of those Third-Party Terms. Alertus is not responsible for any change, update, or retirement of functionality resulting from a third-party provider's actions.

Unless Alertus provides a separate license agreement for a specific update, all updates are part of the Licensed Software and governed by this EULA. Alertus will not intentionally implement an update that materially reduces core functionality during an active license term without providing prior notice, subject to the Master Terms.

**4. LICENSE GRANT.** Subject to this EULA, and any applicable Order, Alertus grants You a limited, non-exclusive, non-transferable license to install, access and use the Licensed Software solely for Your internal business operations and only in the quantities, configurations, duration and scope authorized by Alertus and identified in the applicable Order. The Licensed Software is licensed, not sold.

For clarity, "Licensed Software" includes, without limitation, desktop, endpoint, browser-based, mobile, display, and override applications licensed by Alertus, whether deployed as a standalone application or in connection with, or integrated into, the Alertus Server Software or other Alertus-provided systems, including, by way of example only, Alertus Desktop Notification (server and client), Alertus Desktop for Workforce Communications, Alertus Desktop for Chrome, digital signage override functionality, the Alertus Mobile Activator App, and AlertAware, in each case as authorized by the applicable Order.

The specific licensing model, deployment method, and usage limitations applicable to particular Licensed Software are described below and, in all cases, are governed by the applicable Order. No rights are granted except as expressly stated in this EULA.

**a. Alertus Server Software.**

- i. **On-Premises Deployment.** If You have purchased an On-Premises Deployment, You may install and use the Alertus Server Software on Customer-managed infrastructure for the license term and scope specified in the applicable Order.

You are solely responsible for provisioning, hosting, managing, updating, securing, and maintaining the on-premises environment, including all hardware, operating systems, networks, backups, and third-party dependencies. Alertus has no responsibility for the availability, performance, or security of Customer-managed environments. Continued access to certain features, updates, or support resources may require timely payment of applicable fees.

ii. **Managed-Hosted Deployment.** If You have purchased a Managed-Hosted Deployment, Alertus grants You a limited, non-exclusive, non-transferable, term-based license to access and use the Alertus Server Software for the term specified in the applicable Order. In a Managed-Hosted Deployment, the Alertus Server Software is hosted by Alertus using third-party hosting infrastructure selected by Alertus (including, without limitation, Amazon Web Services). Alertus manages the hosted server environment, while the underlying hosting infrastructure remains subject to the third-party provider's own service terms and performance commitments. Continued access is conditioned on timely payment of all applicable fees.

iii. **Installation and Deployment Limits.** Unless otherwise specified in writing by Alertus or in the applicable Order, each license of the Alertus Server Software permits installation on one (1) active production server or virtual instance. Additional production servers or instances require Alertus' prior written approval and may be subject to additional fees. Customer may also deploy:

1. reasonable non-production instances for development, testing, staging, or training, provided such instances are not used for live alerting or production operations; and
2. one inactive failover, high-availability, or disaster-recovery instance, provided only one (1) instance is active in a production capacity at any time.

b. **Other Licensed Software (including Subscription, Usage-Based, or Term-Limited Software).** For all Licensed Software other than the Alertus Server Software, including standalone or integrated applications such as mobile applications (including AlertAware), desktop applications, display clients, browser extensions, and activation tools, You may use such Licensed Software only for the duration, user count, device count, feature set, deployment configuration, and other limitations identified in the applicable Order. Alertus may suspend or terminate access for nonpayment, excess usage, or use outside the scope authorized by the applicable Order.

c. **Philanthropic or Grant-Based Licenses.** Alertus may, at its sole discretion, make certain Licensed Software available at no charge to qualifying entities under philanthropic, grant-based, or promotional initiatives. Any such license will be limited to the scope, duration, and conditions expressly stated in writing by Alertus (e.g., in an Order, grant notification, or similar document). All such use remains fully subject to this EULA. Alertus may terminate any such license in the event of misuse, violation of this EULA, or noncompliance with eligibility criteria. Nothing herein obligates Alertus to continue, renew, or re-offer any philanthropic, grant, or promotional license.

## 5. OWNERSHIP.

- a. **Software Ownership.** Alertus and its licensors retain all right, title, and interest in and to the Licensed Software, including all updates, enhancements, modifications, derivative works, and all associated intellectual property rights. The Licensed Software is licensed to You, not sold.
- b. **Embedded Software and Firmware.** Any firmware or embedded software included with Alertus Hardware is part of the Licensed Software and is governed by this EULA. You acquire no ownership interest in any such Licensed Software, even if You own the physical Hardware. All intellectual property rights in and to embedded software remain with Alertus or its licensors.
- c. **Customer Data.** Customer Data (as defined in the Master Terms) remains Your sole property. Alertus does not obtain any ownership rights in Customer Data submitted to, processed by, or stored within the Licensed Software.
- d. **Third-Party Software.** The Licensed Software may include or interoperate with third-party or open-source components governed by separate license terms. See Section 10 (Third-Party Software) for additional details.
- e. **Feedback.** You grant Alertus a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, adapt, and incorporate any suggestions, feedback, or recommendations You provide regarding the Licensed Software into current or future products or services, without restriction or obligation to You.
- f. **No Implied Rights.** Except for the limited rights expressly granted in this EULA, no licenses or rights are granted to You by implication, estoppel, or otherwise under any intellectual property of Alertus or its licensors.

**6. LICENSE RESTRICTIONS.** Unless expressly authorized in writing by Alertus or otherwise permitted by applicable law, You shall not, and shall not permit any third party to:

- a. **Transfer or Commercialization.** Rent, lease, sell, resell, sublicense, assign, distribute, or otherwise transfer the Licensed Software or any rights granted under this EULA.
- b. **Hosting or Service Bureau Use.** Operate the Licensed Software as part of a hosted, outsourced, managed, multi-tenant, or service bureau offering for any third party.
- c. **Modification and Derivatives.** Modify, adapt, translate, port, or create derivative works based on the Licensed Software or any portion thereof.
- d. **Competitive Use.** Use the Licensed Software to develop, train, benchmark, or evaluate competing products or services.
- e. **Source Code Access.** Reverse engineer, decompile, decrypt, disassemble, or otherwise attempt to derive or access the source code, structure, internal logic, or underlying algorithms of the Licensed Software.
- f. **Intellectual Property Notices.** Remove, alter, or obscure any copyright, trademark, patent, or other proprietary notices displayed by or contained in the Licensed Software.

- g. **Unauthorized Copying.** Copy, reproduce or duplicate the Licensed Software, except as expressly permitted by this EULA or for reasonable backup purposes.
- h. **Scope of License Violations.** Use the Licensed Software beyond the licensed scope, including but not limited to installation on unlicensed servers or instances, use by more users or devices than authorized, or use beyond any feature, module, or deployment limitations specified in the applicable Order.
- i. **Digital Signage and Display Systems.** Deploy or use the Licensed Software on digital signage or display systems except to the extent Customer has purchased the applicable Alertus license for such use (for example, Alertus Alert Display Client or Digital Signage Override).
- j. **Unlawful or Misleading Use.** Use the Licensed Software for any unlawful, infringing, deceptive, harmful, or unauthorized purpose, including the transmission of unsolicited or unauthorized messages or content without appropriate consents.
- k. **Integration Misuse.** Use the Licensed Software in any manner that improperly accesses, interferes with, or misuses any third-party integrations, features, or services that interoperate with the Licensed Software, or that uses such integrations in a way not expressly permitted by Alertus or the applicable documentation.

**7. YOUR USE OF THE LICENSED SOFTWARE.** You may permit Authorized Users to access and use the Licensed Software solely on Your behalf and for Your internal business operations, subject to the following obligations:

- a. **Responsibility for Users.** You are responsible for all acts and omissions of Your Authorized Users. Any violation of this EULA by an Authorized User shall be deemed a breach by You. You agree to ensure that all Authorized Users are notified of and agree to the terms of this EULA prior to accessing the Licensed Software.
- b. **Restrictions on Use by Minors.** The Licensed Software is not intended for use by individuals under the age of 18. If You permit minors over the age of 13 to access the Licensed Software, such access must occur only under the supervision of an adult Authorized User acting on Your behalf. You are solely responsible for obtaining all required parental or guardian consents and for compliance with all applicable laws governing the use of technology by minors, including COPPA and FERPA. Alertus disclaims all responsibility and liability for any use of the Licensed Software by minors in violation of this Section.
- c. **Message Content.** You are solely responsible for all alerts, messages, prompts, recordings, audio captures, configurations, and other content generated, transmitted, or displayed through the Licensed Software, including content derived from templates or settings provided by Alertus. Alertus does not control or review message content and disclaims all responsibility for the legality, accuracy, completeness, or effectiveness of such content.
- d. **Compliance with Laws.** You agree to comply with all laws, rules, and regulations applicable to Your use of the Licensed Software, including those governing electronic communications, privacy, data protection, emergency notifications, audio or video capture, and consent requirements. You shall not transmit, or allow the transmission of, any content that violates privacy laws, infringes third party rights, or constitutes unlawful,

harassing, or deceptive communications. You are solely responsible for determining and obtaining any notices, permissions, authorizations, or consents required under applicable law for Your use of the Licensed Software, including for any audio, video, or sensor-based features.

- e. **Security and Credentials.** You are responsible for maintaining the security and confidentiality of all credentials, authentication methods, access permissions, systems, and network configurations used to access the Licensed Software. You are responsible for any unauthorized access, data exposure, or misuse resulting from compromised credentials, misconfiguration, or insecure environments.
- f. **Use of Integrated Services and External Features.** The Licensed Software may interoperate with or trigger the use of external systems or third party services, including but not limited to communications services, emergency response features, mapping or location tools (including user-enabled geolocation features), sensor driven or audio based detection features, analytics, or automated assistance. You agree to use such features only for their intended operational purpose and in accordance with applicable documentation and all legal requirements, including any obligations to obtain notices, permissions, or consents. You are solely responsible for all configuration, activation, and use of such integrated features and for ensuring that such use complies with all applicable laws. Alertus is not responsible for the availability, accuracy, functionality, or performance of any external service or integration, nor for any delays, failures, penalties, charges, costs, assessments, or fines imposed by third parties or governmental authorities arising from or related to Your use or misuse of such features. All such costs and charges are Your sole responsibility.
- g. **Alertus' Limited Role.** You acknowledge that the Licensed Software functions as a passive conduit for alerts and communications initiated by You or Your Authorized Users. Alertus does not guarantee delivery, receipt, timing, accuracy, or integrity of any alert, message, or related data, all of which depend on factors outside Alertus' control. Alertus has no responsibility or liability for any failure, delay, or error in alert creation, transmission, or delivery, including delays or failures caused by network conditions, Customer systems, third party services, or Your configurations.

**8. "AS IS" WARRANTY.** THE LICENSED SOFTWARE AND ANY RELATED SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY LAW, ALERTUS DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, ALERTUS DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR ANY INTEGRATED OR EXTERNAL SERVICE WILL MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, BE ERROR FREE, OR THAT ANY ALERT, MESSAGE, TRANSMISSION, DATA, LOCATION INFORMATION, SENSOR OUTPUT, OR OTHER MATERIAL GENERATED BY OR THROUGH THE LICENSED SOFTWARE WILL BE ACCURATE, SECURE, TIMELY, COMPLETE, OR FREE FROM CORRUPTION. YOU ASSUME ALL RISK ASSOCIATED WITH THE INSTALLATION, USE, CONFIGURATION, AND PERFORMANCE OF THE LICENSED SOFTWARE AND ANY RELATED SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME

DISCLAIMERS MAY NOT APPLY. IN SUCH CASES, ANY IMPLIED WARRANTIES SHALL BE LIMITED TO THE MINIMUM EXTENT PERMITTED BY APPLICABLE LAW.

ALERTUS DOES NOT PROVIDE ANY WARRANTY OR REPRESENTATION REGARDING THE PERFORMANCE, AVAILABILITY, COMPLIANCE, OR LEGALITY OF ANY THIRD PARTY OR INTEGRATED SERVICE, INCLUDING ANY FEATURES THAT MAY IMPLICATE EMERGENCY RESPONSE, TELEPHONY, AUDIO CAPTURE, LOCATION SERVICES, OR GOVERNMENTAL INTERACTION. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF ANY SUCH FEATURES COMPLIES WITH ALL APPLICABLE LAWS, REGULATIONS, AND OPERATIONAL REQUIREMENTS, AND ALERTUS SHALL HAVE NO LIABILITY ARISING FROM OR RELATED TO ANY USE OR FAILURE OF THOSE SERVICES OR FEATURES.

**9. HIGH-RISK USE DISCLAIMER.** THE LICENSED SOFTWARE IS NOT DESIGNED, INTENDED, AUTHORIZED, OR CERTIFIED FOR USE IN HAZARDOUS OR HIGH-RISK ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING WITHOUT LIMITATION NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE-SUPPORT OR PATIENT-CARE DEVICES, MEDICAL OR SURGICAL EQUIPMENT, DIRECT EMERGENCY RESPONSE SYSTEMS, OR ANY OTHER MISSION-CRITICAL SYSTEM IN WHICH FAILURE COULD REASONABLY BE EXPECTED TO RESULT IN SERIOUS PERSONAL INJURY, DEATH, OR CATASTROPHIC DAMAGE.

YOU ACKNOWLEDGE AND AGREE THAT ANY USE OF THE LICENSED SOFTWARE IN SUCH ENVIRONMENTS IS AT YOUR SOLE RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR IMPLEMENTING APPROPRIATE SAFEGUARDS, REDUNDANCIES, MONITORING, AND OPERATIONAL CONTROLS. ALERTUS DOES NOT ASSUME RESPONSIBILITY FOR, AND EXPRESSLY DISCLAIMS ANY DUTY TO ENSURE, FAIL-SAFE PERFORMANCE OR EMERGENCY RESPONSE CAPABILITIES.

THIS SECTION ALLOCATES RISK AND DOES NOT EXPAND OR MODIFY ALERTUS' LIABILITY BEYOND THE LIMITATIONS SET FORTH IN SECTION 12.

**10. THIRD-PARTY SOFTWARE.** The Licensed Software may include, incorporate, integrate with, or rely upon third-party or open-source software components, services, data sources, communications services, monitoring or signal transmission services, or application programming interfaces (collectively, "Third-Party Software"). Use of Third-Party Software may be subject to separate license terms or service conditions imposed by the applicable third-party licensors or providers ("Third-Party Terms"). By using the Licensed Software, You agree to comply with all applicable Third-Party Terms.

Alertus does not control Third-Party Software and is not responsible for its availability, functionality, performance, accuracy, security, legality, content, or operation. Alertus expressly disclaims all liability arising from or relating to Third-Party Software, including any errors, delays, failures, interruptions, charges, or acts or omissions attributable to any third-party provider.

To the maximum extent permitted by applicable law, the limitations of liability, disclaimers, and exclusions set forth in this EULA apply to the acts, omissions, products, and services of providers of Third-Party Software to the same extent they apply to Alertus, and are intended to benefit and protect such third-party providers as third-party beneficiaries of those provisions. No such third-party provider shall have liability greater than that of Alertus under this EULA.

Your use of any Third-Party Software is entirely at Your own risk. If You do not agree to any applicable Third-Party Terms, You must discontinue use of the associated features of the Licensed Software.

**11. EXPORT CONTROLS.** You agree to comply with all applicable export, import, and trade compliance laws and regulations, including all United States export control laws and regulations, as well as any applicable foreign laws. You shall not access, use, transfer, export, or re-export the Licensed Software or any related technical data in violation of such laws or to any prohibited country, person, or entity. You further agree to obtain all required government authorizations before exporting or re-exporting any Licensed Software. Compliance obligations under this Section apply in addition to the export control provisions in the Master Terms.

**12. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALERTUS' TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS EULA OR THE LICENSED SOFTWARE SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO ALERTUS OR ITS AUTHORIZED RESELLER FOR THE LICENSED SOFTWARE IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ALERTUS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, OR COST OF SUBSTITUTE GOODS OR SERVICES, EVEN IF ALERTUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

NOTHING IN THIS SECTION LIMITS LIABILITY TO THE EXTENT SUCH LIMITATION IS PROHIBITED BY APPLICABLE LAW, INCLUDING LIABILITY RESULTING FROM ALERTUS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

IF YOU ARE A PUBLIC ENTITY AND APPLICABLE LAW PROHIBITS OR LIMITS YOUR ABILITY TO AGREE TO THIS SECTION, THEN THIS SECTION SHALL APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY SUCH LAW, WITHOUT WAIVING ANY IMMUNITY, DEFENSES, OR LEGAL PROTECTIONS AVAILABLE TO YOU UNDER APPLICABLE LAW.

THE LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE THEORY OF LIABILITY AND CONSTITUTE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES.

### **13. INDEMNITY.**

- a. Customer Indemnity.** To the fullest extent permitted by law, You shall indemnify, defend, and hold harmless Alertus and its affiliates, officers, directors, employees, and agents from and against any third-party Claim arising out of or relating to:
  - i.** Your misuse, improper installation, unauthorized modification, or configuration of the Licensed Software or any integrated features or third-party services;



- ii. Your violation of applicable laws, regulations, or third-party rights in connection with Your use of the Licensed Software, including privacy, telecommunications, wiretap, call-recording, emergency-services, or data-protection laws;
- iii. any alert, message, communication, content, instructions, or data transmitted, generated, or processed through the Licensed Software by or on Your behalf, including any failure to obtain required consents for such communications;
- iv. Your failure to maintain adequate access controls, credential security, network security, or system configurations;
- v. any unauthorized access or use of the Licensed Software resulting from Your systems, personnel, or Authorized Users;
- vi. any breach by You of Your confidentiality, data security, or licensing obligations under this EULA; or
- vii. Your failure to install or use any updates, patches, or corrections provided by Alertus.

Alertus may participate in the defense of any Claim at its own expense.

**b. Alertus Indemnity.** Alertus will defend You against any third-party Claim alleging that the Licensed Software, as provided by Alertus and used in accordance with this EULA, directly infringes a valid United States patent, copyright, or trade secret, and will pay any final judgment or settlement approved by Alertus.

- i. Alertus' obligations do not apply to any Claim arising from:
  - 1. modifications to the Licensed Software made by anyone other than Alertus;
  - 2. combination, operation, or use of the Licensed Software with equipment, systems, data, hardware, content, or services not provided by Alertus;
  - 3. use of the Licensed Software contrary to Alertus documentation or this EULA;
  - 4. Your failure to install or use updated versions, patches, or corrections provided by Alertus; or
  - 5. any Third-Party Software, third-party services, or Customer-provided specifications.
- ii. If an indemnifiable infringement Claim arises, Alertus may, at its option and expense:
  - 1. procure for You the right to continue using the Licensed Software;
  - 2. replace or modify the Licensed Software so it becomes non-infringing; or
  - 3. terminate the affected license and discontinue related access.

This Section states Alertus' entire liability and Your exclusive remedy for any intellectual property infringement Claim.

**14. U.S. GOVERNMENT RESTRICTED RIGHTS.** The Licensed Software and related documentation are "commercial computer software" and "commercial computer software documentation" as those terms are used in FAR 12.212 and DFARS 227.7202. The Licensed Software is provided to the U.S. Government only as commercial items and with only those rights granted to all other licensees under this EULA. Use, duplication, reproduction, release, modification, disclosure, or transfer of the Licensed Software or related documentation by the U.S. Government is subject to the restrictions set forth in this EULA and in FAR 52.227-19, DFARS 252.227-7015, and DFARS 227.7202-1 through 227.7202-4, as applicable. The contractor/manufacture is: Alertus Technologies, LLC, 10 N. Charles Street, Baltimore, MD 21201.

**15. ALERTUS RESELLER TRANSACTIONS.** If You acquire the Licensed Software through an authorized Reseller, this EULA governs Your use of the Licensed Software notwithstanding any conflicting or additional terms presented by the Reseller. No Reseller is authorized to modify this EULA or to make representations, warranties, commitments, or assurances on behalf of Alertus.

Your agreement with the Reseller governs only Your commercial relationship with that Reseller. All rights, obligations, restrictions, disclaimers, limitations of liability, indemnification requirements, and other terms set forth in this EULA apply fully and directly to You, whether the Licensed Software is obtained from Alertus or through a Reseller.

You are solely responsible for ensuring that all Authorized Users and other individuals who access or use the Licensed Software under Your deployment are aware of and comply with this EULA.

**16. AMENDMENT.** This EULA may be updated by Alertus from time to time in accordance with the amendment provisions set forth in the Master Terms. Any updates will apply on a prospective basis and will not materially reduce Your rights under an active, paid license term without prior notice.

## **17. TERMINATION.**

- a. **Termination by Alertus.** Alertus may immediately terminate this EULA, in whole or in part, including Your license to use the Licensed Software, if:
  - i. You materially breach any provision of this EULA, including, but not limited to, license restrictions, use limitations, or payment obligations, and fail to cure within thirty (30) days of written notice;
  - ii. You become insolvent, are subject to bankruptcy or receivership proceedings, or cease to operate in the ordinary course of business; or
  - iii. You engage in any activity that Alertus reasonably determines may harm its Licensed Software, services, infrastructure, or intellectual property.
- b. **Effect of Termination.** Upon termination or expiration of this EULA:
  - i. You must immediately cease all use of the Licensed Software and destroy all copies in Your possession or control; and

- ii. If requested, You shall certify in writing that all such copies have been deleted or destroyed.
- c. **Survival.** Provisions of this EULA that by their nature should survive termination shall remain in full force and effect, including, without limitation, those listed in Section 19.f.

## 18. GOVERNING LAW; VENUE; DISPUTE RESOLUTION.

- a. **Governing Law.** This EULA shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- b. **Jurisdiction and Venue.** Except as otherwise required by applicable law, any dispute, claim, or cause of action arising out of or relating to this EULA or the Licensed Software shall be brought exclusively in a state or federal court of competent jurisdiction located in Maryland, and the Parties hereby submit to the personal jurisdiction of such courts.
- c. **Informal Dispute Resolution; Optional Mediation.** Before initiating formal legal proceedings (other than seeking equitable relief), the Parties shall attempt in good faith to resolve any dispute through informal discussions between authorized representatives. If the dispute is not resolved within thirty (30) days after written notice, either Party may request non-binding mediation with a mutually agreed mediator. Mediation is voluntary, and any settlement must be set forth in a written agreement signed by the Parties. Nothing in this Section limits either Party's right to seek injunctive or other equitable relief.
- d. **Public Entity Exception.** If You are a Public Entity and applicable law prohibits mandatory venue, jurisdiction, or any portion of this Section 18, then this Section shall apply only to the maximum extent permitted by such law and shall not be deemed to waive any sovereign immunity, governmental immunity, privileges, defenses, or statutory limitations available to You under applicable law.

## 19. MISCELLANEOUS.

- a. **Entire Agreement.** This EULA constitutes the complete and exclusive agreement between the Parties with respect to the Licensed Software and supersedes all prior or contemporaneous agreements, proposals, negotiations, understandings, or communications, whether written or oral, relating to the same subject matter.
- b. **Severability.** If any provision of this EULA is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be enforced to the maximum extent permissible, and reformed only to the extent necessary to make it valid while preserving its original intent as closely as possible.
- c. **Assignment.** You may not assign or transfer this EULA, in whole or in part, without the prior written consent of Alertus, and any attempted assignment in violation of this Section shall be null and void. Alertus may assign this EULA without restriction, including in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

- d. **Waiver.** No failure or delay by either Party to enforce any provision of this EULA shall be deemed a waiver of such provision or any other provision. Any waiver must be in writing and signed by the Party granting the waiver.
- e. **Force Majeure.** Alertus shall not be liable for any delay or failure to perform its obligations under this EULA due to events or circumstances beyond its reasonable control, including but not limited to natural disasters, acts of God, labor disputes, war, terrorism, cyberattacks, supply-chain failures, utility interruptions, or governmental actions.
- f. **Survival.** Any provisions of this EULA that by their nature should survive termination or expiration shall survive, including but not limited to provisions relating to intellectual property rights, license restrictions, warranty disclaimers, limitations of liability, indemnification, governing law, dispute resolution, and this Miscellaneous Section.
- g. **No Agency.** The Parties are independent contractors. Nothing in this EULA creates a partnership, joint venture, fiduciary, employment, or agency relationship. Neither Party has authority to bind the other or incur obligations on the other's behalf without prior written authorization.
- h. **No Third-Party Beneficiaries.** Except as expressly stated in Section 10 (Third-Party Software) and Section 15 (Alertus Reseller Transactions), this EULA does not create any rights or remedies for any third party. No provision of this EULA shall be interpreted to grant enforcement rights to any third party. However, all individuals and entities that access or use the Licensed Software, whether directly from Alertus or through a Reseller, are bound by the terms of this EULA.