

## ALERTUS TECHNOLOGIES MASTER TERMS AND CONDITIONS

Version: 2026.01.21

Last Updated: January 21, 2026

These Master Terms and Conditions (“Master Terms” or “Terms”) govern all Hardware, Licensed Software, and Professional Services provided by Alertus Technologies, LLC (“Alertus”) to the entity identified in the applicable Quote (“Buyer”). These Master Terms are incorporated by reference into each Quote, Purchase Order, or other ordering document issued by Buyer and accepted by Alertus, and they apply to all transactions between the Parties unless otherwise agreed in a separate written agreement signed by an authorized Alertus representative.

1. **DEFINITIONS.** Capitalized terms have the meanings set forth below. Terms not defined herein shall have the meanings assigned in the applicable Quote, End User License Agreement (“EULA”), or Service Level Agreement (“SLA”), as incorporated by reference.
  - a. **“Agreement”:** The binding contract between Alertus and Buyer consisting of: (i) the applicable Order; and (ii) these Master Terms, the EULA, any applicable SLAs, and any other documents incorporated by reference. The Agreement applies whether Buyer places an Order directly with Alertus or indirectly through an authorized Reseller. In the event of any conflict among these documents, the order of precedence shall be as set forth in Section 20 (Order of Precedence).
  - b. **“Alertus”:** Alertus Technologies, LLC, a Maryland limited liability company, and its successors or assigns.
  - c. **“Alertus Console”:** The browser-accessible interface of the Alertus Server Software, accessible only by Authorized Users with credentials issued by Buyer, through which alert configurations, user access, and alert delivery settings are managed. The Alertus Console may also serve as a distribution point for updated terms, notices, policies, and other communications applicable to the Alertus System.
  - d. **“Alertus Customer Portal”:** A secure, web-based platform maintained by Alertus and accessible only to Authorized Users with credentials issued by Buyer, through which users may access documentation, training materials, system specifications, software downloads, and technical support resources related to the Alertus System. The Alertus Customer Portal may also serve as a distribution point for updated terms, notices, and configuration guidance. Access to the Customer Portal is governed by the terms of this Agreement and may be restricted to current Buyers with active licenses or service terms.
  - e. **“Alertus Server Software”:** The core middleware and user interface software developed by Alertus to manage, configure, and distribute notifications through the Alertus System. The Alertus Server Software may be deployed as: (i) an On-Premises Deployment, installed on a physical or virtual server managed by Buyer, which may be referred to in certain ordering documents or product descriptions as the Alertus Notification Suite (“ANS”); or (ii) a Managed-Hosted Deployment, hosted in a customer-dedicated environment managed by Alertus or its authorized hosting providers, which may be referred to in certain n certain

ordering documents or product descriptions as the Alertus Critical Communication Suite (“ACCS”).

- f. **“Alertus System” or “System”**: The integrated combination of Alertus-provided Hardware and Licensed Software, together with their associated features, configurations, and integrations, designed to enable Buyer to create, manage, and distribute notifications and related communications across Buyer-selected channels and endpoints, as provided, configured, or made available under this Agreement.
- g. **“Authorized User”**: Any individual authorized by Buyer to access or use the System, using credentials issued by Buyer or Alertus. Authorized Users may include Buyer’s employees, agents, or contractors. Authorized Users may use the System solely for Buyer’s internal business purposes and in accordance with this Agreement and the EULA. Buyer is responsible for all access to and use of the System by its Authorized Users.
- h. **“Buyer” or “Customer”**: The entity that acquires Hardware, Licensed Software, or Professional Services directly from Alertus or through an authorized Agent or Reseller. Buyer’s purchase is evidenced by a Quote, Purchase Order, or other ordering document that references or incorporates these Master Terms. Buyer’s obligations under this Agreement apply regardless of whether Buyer contracts directly with Alertus or indirectly through an Agent or Reseller.
- i. **“Claim”**: Any formal legal action, lawsuit, arbitration demand, administrative proceeding, or written third-party assertion alleging facts that, if true, would give rise to liability under this Agreement. “Claim” does not include general complaints, informal inquiries, or requests for information that do not assert a specific legal or financial demand.
- j. **“Confidential Information”**: Any proprietary or nonpublic information disclosed by one Party to the other in connection with this Agreement, including product specifications, system designs, pricing, documentation, customer data, or technical information, whether disclosed orally, visually, or in writing.
- k. **“Contacts”**: Individuals designated by Buyer as authorized to receive notifications or other communications through the System, including those who provide their personal contact information via opt-in portals or similar means.
- l. **“Customer Data”**: Any data, content, configuration, or information submitted, input, uploaded, or transmitted by Buyer, Contacts and/or Authorized Users through the Alertus System, including personal data, message content, usage logs, or system settings. Customer Data does not include aggregated or anonymized data generated by Alertus for internal business, analytics, or product improvement purposes, provided such data does not identify Buyer or its users.
- m. **“End Recipient”**: Any individual who receives or may receive alerts or communications from the System. End Recipients may include Buyer’s employees, students, guests, contractors, or members of the public.

- n. **“End User License Agreement” or “EULA”**: The Alertus End User License Agreement, included as **Exhibit A** and incorporated into this Agreement by reference. The EULA governs Buyer’s and end users’ rights and obligations with respect to the Licensed Software, including license scope, use restrictions, and related terms. The EULA applies to all end users of the Licensed Software, including those who receive access through an agent or Reseller.
- o. **“Enhanced Notification Services” or “ENS”**: Premium technical support and services provided by Alertus for a fee, which may include enhanced System configuration, implementation assistance, or prioritized support features, as described in the applicable Quote and subject to the applicable SLA and these Terms.
- p. **“Hardware”**: The physical devices and components provided to Buyer under this Agreement, including but not limited to Alert Beacons®, text-to-speech speakers, high-power speaker arrays, wall-mounted displays, and related accessories. Hardware may include embedded software or firmware necessary for device operation; such embedded components are licensed, not sold, and governed separately under the definition of Licensed Software.
- q. **“Implementation Services”**: Professional services provided by Alertus for a fee to assist Buyer with installation, configuration, and deployment of the Alertus System, including project scoping, software setup, and user onboarding, as described in the applicable Quote.
- r. **“Licensed Software” or “Software”**: All software products provided or licensed by Alertus under this Agreement (as specified in a Quote), including but not limited to Alertus Server Software, Alertus Desktop Notification, AlertAware®, and Alertus Activator. This includes: (i) standalone applications (whether server-based, desktop, mobile, or browser-based interfaces); (ii) firmware or embedded software pre-installed on Alertus-manufactured Hardware; and (iii) all updates, bug fixes, and enhancements to the foregoing provided to Buyer. All Licensed Software is licensed, not sold, and is subject to the EULA attached as **Exhibit A**.
- s. **“Managed-Hosted Deployment”**: The deployment model in which the Alertus Server Software is hosted in a customer-dedicated server environment managed and operated by Alertus using third-party hosting infrastructure (including, without limitation, Amazon Web Services), as an alternative to an On-Premises Deployment. Managed-Hosted Deployments may be referred to in certain documentation as “cloud-hosted” or the Alertus Critical Communication Suite (“ACCS”).
- t. **“Marketing Data”**: Personal data collected by Alertus through its websites, marketing channels, or events, including demo requests, inquiries, newsletter subscriptions, or product interest forms. Marketing Data is outside the scope of “Customer Data” under this Agreement and is governed by the Alertus Privacy Policy at [www.alertus.com/privacy](http://www.alertus.com/privacy).

- u. **“Master Terms and Conditions” or “Master Terms”**: These terms and conditions, which apply to and govern all transactions between Alertus and Buyer, including the purchase and use of Hardware, Licensed Software, and Professional Services, unless otherwise agreed in a separate written agreement signed by both Parties.
- v. **“On-Premises Deployment”**: A hosting model in which the Alertus Server Software is installed on a Buyer-managed physical or virtual server. Buyer is solely responsible for the provision, maintenance, security, and updates of the underlying hardware, infrastructure, and operating environment.
- w. **“Order”**: Buyer’s acceptance of a Quote issued by Alertus. An Order may be accepted by Buyer through execution of the Quote, issuance of a Purchase Order referencing the Quote, or Alertus’ commencement of performance. An Order identifies the Hardware, Licensed Software, and/or Professional Services being purchased and confirms Buyer’s agreement to the applicable Quote and the Agreement.
- x. **“Party” or “Parties”**: Alertus and Buyer, individually a “Party” and collectively the “Parties.”
- y. **“Professional Services”**: Any services, assistance, support, or work performed by Alertus under this Agreement, whether included with a purchase, provided at no charge, bundled with a service term, or separately purchased. Professional Services include, without limitation, Implementation Services, Enhanced Notification Services (“ENS”), standard technical support, and any configuration, troubleshooting, or other assistance Alertus provides in connection with the System.
- z. **“Public Entity”**: Any federal, state, or local government agency, public school, public college or university, or other government-affiliated organization that is subject to statutory, constitutional, or regulatory limitations on indemnification, liability, or contractual remedies.
- aa. **“Purchase Order” or “P.O.”**: A purchase order or similar procurement document issued by Buyer in connection with a Quote. A Purchase Order may be used solely to reference or accept a Quote and for Buyer’s internal procurement purposes. Any additional or conflicting terms included in, incorporated by reference into, or linked from a Purchase Order (including preprinted terms, online terms, or procurement portal terms) are expressly rejected and shall have no legal effect unless expressly agreed in a separate written agreement signed by an authorized Alertus representative.
- bb. **“Quote”**: A written Alertus quote, order form or similar ordering document issued by Alertus that incorporates or is expressly subject to these Master Terms.
- cc. **“Reseller”**: A third party authorized by Alertus to market, sell, or distribute Alertus Hardware, Licensed Software, or Professional Services under a separate written agreement with Alertus.

- dd. **“Third-Party Hardware”**: Hardware products manufactured by third parties and not designed or produced by Alertus, including hardware that is resold or delivered by Alertus, or owned, licensed, or separately procured by the Customer and used in connection with or integrated into the Alertus System.
- ee. **“Third-Party Software”**: Software, code, libraries, modules, firmware, or components developed, owned, or licensed by entities other than Alertus, including any open-source software or components provided with, integrated into, or required for operation of the Licensed Software. Use of Third-Party Software is subject to applicable Third-Party Terms.
- ff. **“Third-Party Terms”**: The license agreements, open-source licenses, terms of use, or other usage terms governing Third-Party Software. Buyer agrees to comply with all applicable Third-Party Terms, which are incorporated by reference.
- gg. **“Updated Terms”**: Alertus may update certain documents incorporated into this Agreement, including the Master Terms and Conditions, EULA, or applicable SLAs (“Updated Terms”), from time to time. Any such updates will apply prospectively only and will not materially diminish Buyer’s rights under any active license or service term without prior notice. Buyer’s continued use of the System or submission of a new Quote, renewal, or Purchase Order after the effective date of the Updated Terms constitutes acceptance of those terms.

2. **SCOPE AND INCORPORATION OF OTHER DOCUMENTS.** These Master Terms govern all transactions for the purchase, license, or use of Hardware, Licensed Software, and Professional Services provided by Alertus, whether acquired directly, through an authorized Reseller, or agent or through any ordering process that references these Terms. These Master Terms are incorporated by reference into each applicable Quote, Purchase Order, or other ordering document issued by Buyer and accepted by Alertus, and they apply unless superseded by a separate written agreement signed by an authorized Alertus representative.

The following documents are incorporated into and form part of this Agreement: (i) the EULA attached as **Exhibit A**, (ii) any applicable SLA, and (iii) any mutually executed exhibits or addenda expressly incorporated by reference. These Master Terms automatically apply to all future transactions, renewals, expansions, purchases through a Reseller or agent, or additional orders placed by Buyer after the effective date of these Terms unless Alertus expressly agrees otherwise in a separate written agreement. In the event of any conflict between these Terms and any incorporated document, the order of precedence in Section 20 applies. Any additional or conflicting terms in Buyer’s forms, including Purchase Orders or registration documents, are rejected and have no legal effect unless expressly agreed in writing by an authorized Alertus representative.

### 3. **FEES AND PAYMENT.**

- a. **Invoicing and Payment Terms.** Buyer agrees to pay all fees specified in the applicable Quote, Purchase Order, or invoice issued by Alertus, in accordance with the payment terms stated therein. Unless otherwise stated in the Quote, all amounts are due within thirty (30) days of Buyer’s receipt of invoice. If the Quote

or Purchase Order specifies that payment is due upon execution, those terms control. Alertus may issue separate invoices for Hardware, Licensed Software, and Professional Services. All fees are non-cancelable and non-refundable. Alertus may withhold delivery, suspend performance, or disable access to any portion of the System for any failure to pay amounts when due.

- b. Non-Cancellation.** Buyer acknowledges that Alertus begins incurring costs immediately upon acceptance of an Order, including, but not limited to, procurement, configuration, project scoping, and resource allocation. Buyer remains responsible for full payment regardless of any Buyer-directed cancellation, delay, modification, or non-use of the items or services ordered.
  - c. Disputed Amounts.** If Buyer disputes any portion of an invoice, Buyer must notify Alertus in writing within fifteen (15) days of receipt and include a detailed description of the disputed amount. The undisputed portion remains due per the original payment terms. Alertus may charge interest on overdue amounts at the maximum rate permitted by law from the date originally due until paid in full.
- 4. TAXES AND DUTIES.** All fees are exclusive of any federal, state, local, or foreign taxes, tariffs, duties, or similar governmental assessments (collectively, "Taxes"), other than Taxes based on Alertus' net income. Buyer is responsible for all Taxes arising from or related to this Agreement. Buyer must provide valid and complete exemption documentation prior to invoicing for any claimed exemption. If Alertus is required to collect or remit any Taxes for which Buyer is responsible, Alertus may invoice Buyer for such amounts and Buyer shall pay them when due. If any exemption documentation is later determined by a taxing authority to be invalid, insufficient, or untimely, Buyer shall promptly reimburse Alertus for all resulting Taxes, penalties, and interest. Buyer is also responsible for any import duties, customs charges, VAT, GST, or similar assessments associated with international delivery of Hardware or other products.

## **5. DELIVERY, RISK OF LOSS, INSPECTION AND ACCEPTANCE.**

- a. Fulfillment of Orders.** Orders are fulfilled in the sequence in which they are received. Any delivery dates provided by Alertus are estimates only and may change based on availability, scheduling, or circumstances outside Alertus' reasonable control. Alertus is not liable for any resulting delays.
  - b. Delivery.** Alertus will deliver Hardware (and any other tangible items provided under a Quote or Order) to the Buyer-designated address, unless the Quote specifies another delivery method. Buyer is responsible for all shipping and handling costs unless otherwise stated in the Quote.
  - c. Risk of Loss and Title.** Risk of loss transfers to Buyer upon delivery to the Buyer-designated address. If Buyer designates its own carrier or freight forwarder, risk of loss transfers when the items are tendered to that carrier. Title to Hardware transfers upon delivery; all embedded software and firmware remain licensed, not sold.
  - d. Carrier Issues.** After risk of loss has transferred, Buyer is solely responsible for submitting, managing, and pursuing any claims with carriers relating to loss,

damage, delay, or misdelivery. Alertus has no obligation to repair, replace, or provide credits for issues arising after delivery or tender to a Buyer-selected carrier.

- e. **Inspection and Acceptance.** Buyer must inspect all delivered items upon receipt and notify Alertus in writing within fifteen (15) days of any visible damage, shortage, or nonconformity. Failure to notify Alertus within this period constitutes acceptance.

## 6. **HARDWARE WARRANTY & DISCLAIMERS.**

- a. **Limited Hardware Warranty.** Alertus warrants that Alertus-manufactured Hardware will be free from defects in materials and workmanship for two (2) years from the date of delivery. Alertus, in its sole discretion, will determine whether any reported issue is covered under this Limited Hardware Warranty and, if so, whether repair or replacement is appropriate. Buyer must:
  - i. submit a written claim within the warranty period;
  - ii. use, install, and maintain the Hardware in accordance with Alertus documentation; and
  - iii. obtain written return authorization before returning any item to Alertus.

Buyer is responsible for all shipping costs associated with returning Hardware to Alertus. Replacement or repaired Hardware is warranted only for the remainder of the original warranty period, which does not restart or extend. Alertus may offer extended or additional coverage only if separately purchased by Buyer under an applicable Quote or addendum. Alertus may suspend warranty performance while Buyer is in material breach of its payment obligations.

- b. **Warranty Exclusions and Post-Warranty Service.** This Limited Hardware Warranty does not apply to any Hardware that Alertus determines has been:
  - i. misused, mishandled, improperly installed, altered, or damaged by accident, vandalism, environmental factors, electrical events, improper storage, or operation contrary to Alertus documentation;
  - ii. repaired or modified by anyone other than Alertus or an Alertus-authorized service provider;
  - iii. used with unauthorized or incompatible equipment, software, or systems;
  - iv. subject to normal wear and tear, including consumables such as batteries, mounting hardware, and cabling; or
  - v. affected by cosmetic or non-functional issues that do not materially impair operation.

After expiration of the warranty period, Alertus may, at its discretion, provide repair or replacement services on a time-and-materials basis. Buyer is

responsible for all shipping costs associated with post-warranty service.

c. **High-Power Speaker Array (HPSA) Systems.** For HPSA deployments, Buyer shall designate a trained point of contact responsible for basic operation and troubleshooting. Alertus will support this contact remotely and, if replacement is warranted, determine whether to provide replacement parts with guided installation or dispatch Alertus personnel. Any onsite services may require separate Professional Services and travel fees. Alertus recommends that Buyer maintain onsite spare parts for key HPSA components to reduce downtime.

d. **No Warranty on Third Party Hardware.** ALL THIRD-PARTY HARDWARE IS PROVIDED BY ALERTUS “AS IS” AND WITHOUT ANY WARRANTY OF ANY KIND. ALERTUS MAKES NO INDEPENDENT WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, PERFORMANCE, DURABILITY, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ALERTUS SHALL HAVE NO LIABILITY FOR THE PERFORMANCE, INTEGRATION, COMPATIBILITY, OR CONTINUED AVAILABILITY OF ANY THIRD-PARTY HARDWARE.

7. **LICENSED SOFTWARE AND USE RIGHTS.** All Licensed Software is licensed, not sold. Buyer’s and Authorized Users’ use of the Licensed Software is governed exclusively by the End User License Agreement attached as **Exhibit A** and incorporated into this Agreement. **THE LICENSED SOFTWARE IS PROVIDED STRICTLY “AS IS” AND WITHOUT ANY WARRANTIES OF ANY KIND.** Alertus retains all ownership and intellectual property rights in and to the Licensed Software. No rights are granted except those expressly stated in the EULA. The System may include, incorporate, interoperate with, or rely upon Third-Party Software, which is subject to applicable Third-Party Terms. **ALL THIRD-PARTY SOFTWARE IS PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND BY ALERTUS OR ITS LICENSORS.** Alertus does not control, endorse, support, or make any representations regarding Third-Party Software, and expressly disclaims all liability arising from its availability, performance, integration, compatibility, or continued support. Buyer is solely responsible for complying with all applicable Third-Party Terms, and any Claim arising from Buyer’s misuse, unauthorized use, or violation of such Third-Party Terms.

## 8. **INTELLECTUAL PROPERTY.**

a. **Ownership of Alertus IP.** Alertus and its licensors own and retain all right, title, and interest in and to all intellectual property provided or made available under this Agreement, including all Hardware schematics and embedded firmware, Licensed Software, software code, interfaces, APIs, specifications, configurations, templates, drawings, diagrams, training materials, and all documentation and technical information (collectively, the “Alertus IP”). Buyer acknowledges that the Alertus IP is licensed, not sold, and that Buyer acquires no ownership rights in the Alertus IP.

b. **License to Use Alertus IP.** Except for the limited rights expressly granted in this Agreement and the EULA, no rights in the Alertus IP are granted to Buyer by



implication, estoppel, or otherwise. Buyer's use of all Licensed Software and embedded firmware is governed exclusively by the EULA. Buyer's use of any guidance, instructions, or documentation is limited to internal use necessary to configure, operate, and maintain the System.

**c. Restrictions on Use.** Buyer shall not, and shall not permit any third party to:

- i. copy, distribute, disclose, or make available any Alertus IP except as expressly authorized;
- ii. modify, adapt, translate, create derivative works of, or reverse engineer any Alertus IP;
- iii. use the Alertus IP to develop, train, benchmark, improve, or evaluate any competing product or service; or
- iv. remove or obscure proprietary notices on any Alertus IP.

**d. Reservation of Rights.** All rights in and to the Alertus IP not expressly granted to Buyer are reserved by Alertus and its licensors. Buyer acknowledges that Alertus' ownership of the Alertus IP does not extend to Buyer's facilities, networks, infrastructure, or operational data.

**e. Feedback.** If Buyer or its users provide suggestions, enhancement requests, or feedback regarding the System or Alertus IP, Alertus may use such feedback without restriction or obligation.

## **9. INSTALLATION SERVICES.**

**a. Scope and Subcontracting.** If the applicable Quote or Statement of Work expressly provides for installation services ("Installation Services"), Alertus will perform only those Installation Services described therein. Alertus may perform Installation Services using its own personnel or qualified third-party subcontractors, and may delegate Installation Services at its discretion. Buyer acknowledges that Installation Services relate only to the physical placement and connection of Hardware and do not include system design, permitting, structural assessments, or integration work unless expressly stated in the Quote or Statement of Work.

**b. No Warranty on Installation Services.** ALL INSTALLATION SERVICES PROVIDED BY OR ON BEHALF OF ALERTUS ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND. ALERTUS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, PERFORMANCE, DURABILITY, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ALERTUS DOES NOT WARRANT THE SUITABILITY OF BUYER'S FACILITY, INFRASTRUCTURE, POWER, NETWORKING, MOUNTING

SURFACES, OR ENVIRONMENT FOR INSTALLATION OR OPERATION OF ANY HARDWARE.

- c. **Hardware Warranty Unaffected.** Installation Services do not modify, expand, or extend the Limited Hardware Warranty set forth in Section 6. Any issues related to the condition, performance, or operation of Hardware are governed solely by Section 6, including all exclusions and limitations.
- d. **Buyer Responsibilities.** Buyer is solely responsible for:
  - i. ensuring that all installation locations, mounting surfaces, electrical supply, networking, environmental conditions, and supporting infrastructure meet Alertus specifications;
  - ii. verifying that installation and use of the Hardware comply with applicable building codes, safety requirements, and regulatory standards;
  - iii. the ongoing inspection, maintenance, and safe operation of installed components; and
  - iv. any relocation, reinstallation, modification, or post-installation adjustments.
- e. **No Liability for Third-Party or Post-Installation Issues.** Alertus shall have no responsibility or liability for:
  - i. installation, workmanship, or services performed by third parties not engaged by Alertus;
  - ii. failures, defects, or damage arising from improper installation, inadequate infrastructure, environmental conditions, misuse, or unauthorized modifications;
  - iii. post-installation work, including reinstallation, reconfiguration, remediation, or corrective measures; or
  - iv. compliance with codes or standards applicable to Buyer's facility.
- f. **Optional Remedial Assistance.** If Buyer requests assistance with diagnosing or addressing installation-related issues, any such assistance shall constitute Professional Services and may be provided by Alertus, in its discretion, on a time-and-materials basis at then-current rates. Alertus has no obligation to perform corrective installation work.

## 10. PROFESSIONAL SERVICES.

- a. **Scope of Professional Services.** Alertus may provide Professional Services as described in the applicable Quote, which may include Implementation Services, ENS, training, technical guidance, and other consultative support related to the Alertus System. All Professional Services are provided solely for Buyer's internal use and only to the extent expressly stated in the Quote. Buyer shall provide all

necessary access, personnel, information, systems, and cooperation required for Alertus to perform the Professional Services, and Alertus is not responsible for delays or deficiencies caused by Buyer's failure to meet these obligations. Professional Services do not include custom development, third-party integrations, software modifications, or on-site installation unless expressly stated in the Quote.

- b. Implementation Services.** Implementation Services include the deployment assistance and configuration activities expressly described in the applicable Quote. Buyer must initiate Implementation Services within six (6) months of the initial Purchase Order date; any Implementation Services not initiated within this period automatically expire without refund, credit, or extension. Any work beyond the defined scope requires a separate agreement and may be subject to additional fees.
- c. Enhanced Notification Services ("ENS").** ENS begins on the initial Purchase Order date and continues for the term stated in the Quote. ENS may include access to Alertus' designated support channels, configuration assistance, and knowledge resources, which Alertus may update or modify at any time. Renewal of ENS requires a new Quote or Purchase Order. Alertus may suspend or terminate ENS for nonpayment of applicable fees without liability for resulting service impact.
- d. No Warranty on Professional Services.** ALL PROFESSIONAL SERVICES (INCLUDING IMPLEMENTATION SERVICES AND ENS) ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND. ALERTUS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, PERFORMANCE, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. ALERTUS DOES NOT WARRANT THAT PROFESSIONAL SERVICES WILL PRODUCE ANY PARTICULAR RESULT, RESOLVE ANY ISSUE, PREVENT SYSTEM FAILURES, OR ENSURE COMPLIANCE WITH ANY LAW, STANDARD, OR INTERNAL POLICY.

## **11. USE LIMITATIONS; HARDWARE RESALE AND TRANSFER.**

- a. Permitted Use.** Buyer may use the Alertus System solely for Buyer's operational needs and for communicating with individuals or entities in connection with Buyer's safety, security, or emergency-response objectives and in compliance with this Agreement. Nothing in this Agreement permits Buyer to grant any third party independent rights to access or operate the Alertus System.
- b. Restrictions on Transfer, Resale, or Disposal of Hardware.** Alertus Hardware is provided exclusively for Buyer's use and may not be sold, donated, transferred, loaned, leased, consigned, auctioned, or otherwise made available to any third party (whether for value or at no cost) without Alertus' prior written consent. Unauthorized resale or disposal includes, without limitation, listing or offering Alertus Hardware on any public or online marketplace (including eBay,

Amazon, Craigslist, Facebook Marketplace, GovDeals, surplus auctions, thrift or resale outlets, or similar services). Any permitted transfer must occur only with Alertus' written authorization and Buyer shall ensure that all Alertus markings, serial numbers, and identifiers remain intact.

- c. **Prohibition on Unauthorized Redistribution or Access.** Buyer shall not allow any third party to access, operate, host, or use the Alertus System, in whole or in part, except: (i) for individuals acting on Buyer's behalf as Authorized Users, or (ii) as otherwise expressly agreed in writing by Alertus. Buyer may not provide any component of the System to third parties for their own independent use or for integration into third-party offerings.
- d. **Competitive Use Prohibited.** Buyer shall not use, inspect, analyze, or evaluate the Alertus System, or any related documentation or outputs, for purposes of developing, assisting, or enabling any competing products, services, or technologies.
- e. **Public Entity Transfers.** If Buyer is a Public Entity and is legally required to transfer Alertus Hardware to another governmental body under applicable law, Buyer shall provide prior written notice to Alertus. Licensed Software is not transferable, and the transferee may not use the Licensed Software without entering into a separate agreement with Alertus and agreeing to the terms of the EULA.

## **12. CONFIDENTIALITY AND NONDISCLOSURE.**

- a. **Confidential Information.** Each Party ("Disclosing Party") may disclose Confidential Information to the other Party ("Receiving Party") in connection with this Agreement. "Confidential Information" means any nonpublic information disclosed in any form that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information includes pricing, product specifications, system configurations, technical documentation, roadmaps, business plans, customer information, security materials, and other proprietary data.
- b. **Exclusions.** Confidential Information does not include information that:
  - i. was already known to the Receiving Party without restriction before disclosure;
  - ii. becomes publicly available through no wrongful act of the Receiving Party;
  - iii. is rightfully received from a third party without confidentiality obligations; or
  - iv. is independently developed by the Receiving Party without reference to the Confidential Information.

- c. **Use and Protection.** The Receiving Party shall use the Disclosing Party's Confidential Information solely to fulfill its obligations or exercise its rights under this Agreement. The Receiving Party shall not disclose Confidential Information to any third party except to employees, contractors, or agents who have a need to know and are bound by written confidentiality obligations at least as protective as those in this Section. The Receiving Party shall protect the Confidential Information using commercially reasonable safeguards.
  - d. **Required Disclosures and Public Records.** If the Receiving Party becomes legally required to disclose Confidential Information, including through a valid subpoena, court order, or applicable public records law:
    - i. the Receiving Party shall provide the Disclosing Party with prompt written notice, to the extent permitted by law; and
    - ii. the Parties shall cooperate in seeking confidential treatment, redaction, or a protective order.
- If Buyer is a Public Entity, Buyer shall comply with applicable public disclosure laws but shall use reasonable efforts to avoid or limit disclosure of Alertus Confidential Information to the extent permitted by law. Nothing in this Section permits disclosure where it is not legally required.
- e. **Relationship to Separate Nondisclosure Agreements.** If the Parties have entered into a separate nondisclosure agreement ("NDA"), such NDA remains in effect. In the event of a direct conflict between this Section and an NDA, the provision offering greater protection to the Disclosing Party's Confidential Information shall govern.
  - f. **Injunctive Relief.** The Parties agree that a breach of this Section may cause irreparable harm for which monetary damages may be an inadequate remedy. Either Party may seek injunctive or other equitable relief in the event of any threatened or actual breach of this Section.

### 13. LIMITATION OF LIABILITY.

- a. **Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALERTUS' TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY BUYER TO ALERTUS IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
- b. **Exclusion of Certain Damages.** TO THE FULLEST EXTENT PERMITTED BY LAW, ALERTUS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, GOODWILL, DATA, BUSINESS INTERRUPTION, 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.

- c. **Mandatory Legal Exceptions.** 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.
- d. **Public Entity Exception.** If Buyer is a Public Entity and applicable law prohibits or limits Buyer's 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 protections available to Buyer under applicable law.
- e. **Indemnification.** The limitations in this Section do not apply to Alertus' indemnification obligations under Section 14.

#### **14. INDEMNIFICATION.**

- a. **Alertus Indemnification Obligations.** Alertus shall, at its own expense, defend Buyer against any third-party Claim alleging that the Alertus Hardware or Licensed Software, when used as authorized under this Agreement, directly infringes a valid U.S. patent, copyright, or trademark. Alertus shall indemnify Buyer from any final judgment or court-approved settlement resulting from such Claim, provided that:
  - i. Buyer promptly notifies Alertus in writing;
  - ii. Alertus retains sole control over the defense and settlement; and
  - iii. Buyer reasonably cooperates with Alertus.
- b. **Exclusions to Alertus Indemnification Obligations.** Alertus' obligations under Section 14(a) do not apply to any Claim arising from:
  - i. misuse, unauthorized modification, or combination of Alertus Hardware or Licensed Software with Third-Party Hardware, Third-Party Software, or other equipment, systems, or data;
  - ii. Buyer's failure to install or use updates, patches, or corrections provided by Alertus;
  - iii. any Buyer-provided components, data, specifications, or custom requirements; or
  - iv. use of the System not expressly authorized in this Agreement or the EULA.
- c. **Mitigation Measures.** If Alertus believes any Hardware or Licensed Software may become the subject of an infringement Claim, Alertus may, at its option and expense:
  - i. procure for Buyer the right to continue using the item; or
  - ii. replace or modify the item so that it becomes non-infringing.

These are the sole remedies available to Buyer with respect to any such Claim.

- d. **Buyer Indemnification Obligations.** To the fullest extent permitted by law, Buyer 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 related to:
- i. Buyer's misuse, misconfiguration, or unauthorized modification of the Alertus System;
  - ii. any message, alert, content, instruction, or communication issued through the System by or on behalf of Buyer or its users, including any delays, errors, false alarms, or failures to obtain or maintain required consents;
  - iii. Buyer's violation of any applicable law, regulation, industry standard, or third-party right, including privacy, telecommunications, emergency-services, accessibility, or data-protection laws;
  - iv. Buyer's failure to maintain adequate system security, access controls, credential safeguards, or network protections;
  - v. Buyer's failure to implement updates, patches, instructions, or technical guidance supplied by Alertus;
  - vi. environmental or infrastructure conditions outside Alertus' control, including interactions with non-Alertus hardware, software, networks, or integrations; or
  - vii. Buyer's negligence, gross negligence or willful misconduct.
- e. **Assumption of Defense.** Alertus may, at its discretion and expense, assume control of any defense for which Buyer owes indemnity. Buyer shall fully cooperate.
- f. **Public Entity Exception.** If Buyer is a Public Entity and applicable law restricts indemnification, Buyer's obligations shall apply only to the extent permitted by such law and without waiving any legal defenses, immunities, or statutory protections.

## 15. BUYER RESPONSIBILITIES, PRODUCT SUITABILITY AND SYSTEM SAFETY.

- a. **Environment, Infrastructure, and Integration Dependencies.** The Alertus System operates in conjunction with Buyer-controlled networks, power sources, facilities, devices, hardware, software, communications systems, equipment and third-party platforms. Buyer is solely responsible for ensuring that its environment, infrastructure, connectivity, security controls, and integrations are sufficient to support the System's operation. Buyer acknowledges that System performance, availability, and functionality are dependent on factors outside Alertus' control, including Buyer's infrastructure, third-party services, environmental conditions, and user actions. Alertus has no obligation to evaluate, validate, or certify Buyer's environment or integrations.

- b. Buyer Control and Operational Responsibility.** Buyer acknowledges and agrees that Buyer retains exclusive control over the configuration, operation, testing, maintenance, and use of the Alertus System within Buyer's environment. While Alertus may provide Professional Services, documentation, or technical guidance, Alertus does not operate, monitor, dispatch, or control the System on Buyer's behalf. Buyer is solely responsible for all decisions regarding alert content, recipients, timing, activation, escalation, and reliance on alerts issued through the System.
- c. Regulatory, Legal, and Policy Compliance.** Buyer is solely responsible for ensuring that Buyer's configuration, operation, and use of the Alertus System comply with all applicable laws, regulations, and industry requirements, including without limitation, laws and standards relating to telecommunications, radio-frequency transmissions (including FCC requirements), accessibility (including ADA and similar laws), emergency communications, privacy, data protection, and consent requirements. Alertus does not provide legal, regulatory, or compliance advice and does not guarantee that use of the System will satisfy any legal, regulatory, or internal policy obligations applicable to Buyer.
- d. Product Safety and Safe Use Obligation.**

  - i. General Safety Responsibilities.** Certain components of the Alertus System, including without limitation, high-power audio equipment, electrical components, wall-mounted devices, elevated installations, and externally mounted hardware, may pose safety risks if improperly installed, accessed, operated, or maintained, including risks of hearing damage, electric shock, or physical injury. Buyer is solely responsible for ensuring that all Hardware is installed, accessed, operated, and maintained only by trained and qualified personnel, in compliance with applicable safety laws, codes, and Alertus documentation.
  - ii. High-Power Audio and Hearing Safety (Including HPSA).** Without limiting the foregoing, high-power audio components, including High Power Speaker Arrays (HPSAs), are capable of producing sound levels that may cause hearing damage if appropriate precautions are not taken. Buyer is solely responsible for restricting access to HPSA locations to trained and authorized individuals, ensuring that only certified or qualified personnel perform work on or near such equipment, requiring the use of appropriate hearing protection and other personal protective equipment, and implementing and enforcing internal safety protocols, signage, and access controls for all high-power audio installations.
  - iii. Installation Sites, Access Control, and Ongoing Safety.** Buyer is solely responsible for the safety, condition, and access control of all locations in which Hardware is installed or operated, including equipment rooms, rooftops, and other controlled areas. Buyer shall ensure that such locations are suitable for installation and operation of the Hardware and that appropriate safety measures are maintained at all times, including during installation, servicing, maintenance, relocation, reconfiguration, or



integration activities, regardless of whether such activities are performed by Buyer, Alertus, or a third party.

- iv. **Assumption of Safety-Related Risk.** Buyer assumes all responsibility and risk for personal injury, hearing loss, property damage, regulatory violations, or other harm arising from unsafe installation, access, operation, servicing, or maintenance of Hardware, including any failure to use required protective equipment or to follow applicable safety laws or Alertus documentation. Alertus does not control Buyer's premises, personnel, or safety practices and shall have no responsibility or liability for safety conditions at Buyer's sites.
- e. **System Limitations and Reliance.** Buyer acknowledges that the Alertus System is a communications tool intended to support Buyer's internal notification and response processes and that its effectiveness depends on Buyer's configuration choices, operational practices, recipient behavior, and external conditions. Buyer is solely responsible for determining how, when, and whether to rely on the System as part of Buyer's broader safety, emergency response, or operational procedures. Alertus does not assume responsibility for Buyer's emergency preparedness, response planning, redundancy measures, staffing, training, or decision-making.
- f. **No Life Safety Certification or Emergency Response Assumption.** Buyer acknowledges that the Alertus System is not designed, intended, or certified as a life safety system and is not subject to life safety codes such as NFPA 72 unless expressly agreed in writing. The System does not replace certified life-safety infrastructure, emergency services, or professional response protocols. Alertus does not assume any duty to prevent personal injury, loss of life, or property damage arising from Buyer's use or non-use of the System.
- g. **Risk Allocation Acknowledgment.** Buyer acknowledges and agrees that the responsibilities, assumptions of risk, and limitations described in this Section 15 are a material basis of the Parties' agreement and reflect the allocation of risk consistent with Buyer's control over the System's configuration, operation, and use. Buyer further acknowledges that Alertus' pricing and willingness to provide the System are based on this allocation of responsibility.

## 16. TERM, TERMINATION, AND SUSPENSION.

- a. **Term of Agreement.** This Agreement remains in effect for as long as there is any active Quote or ongoing license or service term between the Parties, unless earlier terminated in accordance with this Section.
- b. **Termination for Cause.** Either Party may terminate this Agreement or a specific Quote upon written notice if the other Party:
  - i. Materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice describing the breach in reasonable detail; or

- ii. Becomes the subject of a bankruptcy, insolvency, receivership, or similar proceeding, or ceases to conduct business in the ordinary course.

For clarity, Buyer's failure to pay any undisputed fees when due shall be considered a material breach.

- c. **Suspension of Services.** Alertus may suspend any Professional Services, restrict or disable access to Licensed Software, or delay shipment of Hardware if Buyer:

- i. fails to pay any undisputed fees within fifteen (15) days of the due date;
- ii. is otherwise in material breach; or
- iii. presents a security or operational risk to Alertus' systems or customers.

Suspension does not relieve Buyer of any payment obligations, extend any term, or entitle Buyer to any refund or credit.

- d. **Effect of Termination.** Upon expiration or termination of this Agreement, or of any applicable license or service term:

- i. Buyer shall immediately cease all use of the Licensed Software and Professional Services;
- ii. all licenses and access rights terminate;
- iii. Buyer shall uninstall or destroy any Licensed Software that is no longer authorized for use; and
- iv. all amounts owed or committed under any Quote or Order remain due in full in accordance with Section 3 (Fees and Payment). Termination by either Party does not relieve Buyer of its obligation to pay any fees that are non-cancelable or non-refundable under Section 3.

- e. **Survival.** All provisions that govern ownership, use restrictions, confidentiality, indemnification, limitation of liability, payment obligations, governing law, and any other provisions intended by their nature to survive termination shall remain in effect.

## 17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION.

- a. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- b. **Jurisdiction and Venue.** Any dispute, claim, or cause of action arising out of or relating to this Agreement or any transaction between the Parties shall be brought exclusively in a state or federal court of competent jurisdiction located in Maryland. Each Party irrevocably submits to the personal jurisdiction of such

courts and waives any objection to venue or forum, including objections based on inconvenience.

- c. **Informal Dispute Resolution; Optional Mediation.** Before initiating formal legal action (other than seeking equitable relief), the Parties shall engage in a good-faith informal dispute resolution process, including discussions between senior representatives. If the Parties do not resolve the dispute 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 both Parties. Notwithstanding the foregoing, either Party may seek immediate injunctive or other equitable relief, without engaging in informal resolution or mediation, to prevent or address harm involving its Confidential Information, intellectual property, security, or operations.
- d. **Public Entity Exception.** If Buyer is a Public Entity and applicable law prohibits mandatory venue or any portion of this Section, this Section applies only to the maximum extent permitted by such law and does not waive any applicable immunities, privileges, or statutory limitations.

## **18. DATA PRIVACY AND SECURITY.**

- a. **Customer Data Ownership and License.** As between the Parties, Buyer retains all right, title, and interest in and to Customer Data. Buyer hereby grants Alertus a non-exclusive, worldwide, royalty-free, sublicensable license, for the term of this Agreement, to access, use, process, store, transmit, modify, reproduce, display, and otherwise utilize Customer Data as necessary to:
  - i. provide, operate, maintain, support, and improve the Alertus System;
  - ii. perform Alertus' obligations and exercise its rights under this Agreement, the EULA, and any applicable SLAs;
  - iii. provide Professional Services, technical support, and customer assistance;
  - iv. comply with applicable law, regulation, legal process, or governmental request; and;
  - v. otherwise process Customer Data as permitted under applicable data protection laws.

This license continues for so long as Customer Data is retained in accordance with this Agreement or applicable law. Customer Data does not include aggregated, anonymized, or de-identified data generated by Alertus for internal business, analytics, security, or product improvement purposes, provided such data does not identify Buyer, Authorized Users, or End Recipients.

- b. **Hosting and Data Location.**

- i. **On-Premises Deployments.** For any On-Premises Deployment of the Alertus Server Software, Buyer is solely responsible for the hosting environment and for the storage, transmission, security, and handling of Customer Data. Alertus does not host, access, or control Customer Data in On-Premises Deployments.
  - ii. **Managed-Hosted Deployments and Hosted Software.** For Managed-Hosted Deployments or other Licensed Software hosted by Alertus or its Subprocessors, Customer Data may be transmitted to or stored in the United States or other jurisdictions where Alertus or its Subprocessors maintain facilities. Alertus will implement appropriate legal mechanisms for cross-border transfers where required by applicable law.
- c. **Integrations and Third-Party Platforms.** If Buyer enables integrations with third-party platforms, Customer Data or configuration metadata (including Group names, Alert Profiles, preset templates, or user identifiers) may be exchanged with such platforms to support System functionality. Alertus processes such data solely to operate the integration and does not use it for marketing or advertising. Buyer is solely responsible for ensuring it has the legal authority to enable integrations and transmit Customer Data to or through third-party platforms, and for compliance with any third-party terms governing such integrations.
- d. **Subprocessors.** Alertus may engage Subprocessors to support the hosting, delivery, or operation of the System. Alertus will impose contractual data protection and confidentiality obligations on Subprocessors consistent with this Section and will remain responsible for their performance to the same extent as if Alertus had performed such obligations itself. A current list of Subprocessors may be provided upon written request where required by applicable law.
- e. **Compliance With Data Protection Laws.** Each Party shall comply with applicable data protection and privacy laws in connection with its performance under this Agreement. Buyer represents and warrants that it has obtained all necessary rights, consents, and legal authority to provide Customer Data to Alertus and to permit Alertus' processing of Customer Data as contemplated by this Agreement.
- f. **Information Security Measures.** Alertus maintains administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, disclosure, alteration, or destruction commensurate with its role as a service provider and data processor when Customer Data is processed in Alertus-hosted environments. Such safeguards are implemented in a manner consistent with the nature of the services provided, the sensitivity of the Customer Data processed, and generally accepted industry practices for similar services. These measures include appropriate access controls, authentication and authorization mechanisms, operational monitoring, and infrastructure protections for Managed-Hosted Deployments, including reliance on reputable third-party hosting providers and security practices appropriate to the System and deployment model. Buyer remains solely responsible for the security of Buyer-managed systems, networks, devices, credentials, and access controls,

including safeguarding Authorized User credentials, configuring security-related System settings made available by Alertus, and maintaining appropriate internal security policies, procedures, and training. Nothing in this Section relieves Buyer of its independent obligations to protect Customer Data within Buyer's control or environment.

- g. Data Backup and Retention Responsibility.** Buyer is solely responsible for maintaining appropriate backups, redundancy, and archival copies of all Customer Data, including alert content, configurations, logs, recipient lists, and other information input into or generated through the Alertus System.
- h. No Sensitive Data.** Buyer shall not input, upload, or transmit through the System any protected health information (PHI), payment card information (PCI), or other categories of data subject to heightened regulatory protection under applicable laws.
- i. Data Processing Agreements.** If required by applicable law, the Parties will enter into a data processing agreement ("DPA"), which will govern Alertus' processing of Customer Data as a processor or service provider. If a DPA is required and conflicts with these Terms, the DPA controls solely with respect to Alertus' processing of Customer Data in that role.
- j. Marketing Data.** Marketing Data is not Customer Data and is processed by Alertus as a data controller in accordance with Alertus' Privacy Policy. Marketing Data includes personal data collected through Alertus' websites, marketing channels, event registrations, and similar activities outside the scope of the System.

## **19. LEGAL COMPLIANCE AND REGULATORY REQUIREMENTS.**

- a. Anti-Corruption and FCPA.** Each Party represents and warrants that it will, to the extent applicable, comply with all anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (FCPA) and similar applicable laws in other jurisdictions. Neither Party, nor any of its officers, employees, or agents, has received or been offered any improper or illegal bribe, kickback, payment, gift, or thing of value from the other Party in connection with this Agreement. Reasonable business entertainment and gifts that are customary and not intended to improperly influence performance under this Agreement do not violate this Section.
- b. Equal Employment Opportunity.** To the extent applicable, Alertus complies with the requirements of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Assistance Act (VEVRAA), and incorporates by reference the Equal Opportunity clauses of 41 C.F.R. sections 60-1.4(a)(1) through (7), 60-300.5(a)(1) through (11), and 60-741.5(a)(1) through (6).
- c. Export Control and Trade Sanctions.**

- i. Buyer acknowledges that the Hardware, Licensed Software, and Professional Services may be subject to U.S. and international export control and economic sanctions laws ("Export Laws"). Buyer agrees to comply fully with all Export Laws and shall not export, re-export, divert, transfer, access, or disclose any Alertus products or related technical information in violation of such laws.
- ii. Buyer represents and warrants that it is not identified on any U.S. government restricted party list and is not located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive U.S. sanctions, and will not permit any third party to access or use the Alertus products in violation of Export Laws.
- iii. Alertus may immediately suspend or terminate this Agreement or any Quote if it determines that Buyer has breached this Section or that continued performance may violate Export Laws.
- iv. Nothing in this Agreement requires Alertus to seek or obtain government approvals on Buyer's behalf.

## 20. GENERAL TERMS.

- a. **Entire Agreement.** This Agreement, together with all incorporated documents including the Quote, these Master Terms, the EULA, and any applicable SLA or Statement of Work, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous proposals, negotiations, discussions, or agreements, whether written or oral.
- b. **Order of Precedence.** In the event of a conflict between this Agreement and any incorporated or related document, the following order of precedence applies unless modified in a mutually executed written amendment:
  - i. Any separate written amendment or agreement executed by both Parties that expressly states it supersedes this Agreement.
  - ii. The Quote or Order Form issued or signed by Buyer.
  - iii. These Master Terms and Conditions.
  - iv. The End User License Agreement (EULA).
  - v. Any applicable Service Level Agreement (SLA) or Statement of Work (SOW).
  - vi. Any documentation, specifications, or policies incorporated by reference.

Buyer terms appearing in any Purchase Order, contract form, click-through document, or similar procurement document do not apply and are rejected. Alertus' acknowledgment or signature on any such document is solely for administrative or order-processing purposes and does not constitute acceptance of any Buyer terms. Only a separate written amendment, signed by an authorized

Alertus executive and expressly modifying this Agreement, can alter or supersede these Master Terms.

- c. **Assignment.** Buyer may not assign, transfer, or delegate any rights or obligations under this Agreement without the prior written consent of Alertus. Any attempted assignment in violation of this Section is void. Alertus may assign this Agreement without Buyer consent to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement is binding on and benefits permitted successors and assigns.
- d. **Force Majeure.** Alertus is not liable for delays or failure to perform caused by events beyond its reasonable control, including natural disasters, terrorism, cyberattacks, labor disputes, supply chain disruptions, utility failures, or governmental actions. Alertus will use commercially reasonable efforts to resume performance as soon as practicable. Buyer's payment obligations are not excused or delayed by a force majeure event.
- e. **Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, franchise, fiduciary duty, or agency relationship. Neither Party has authority to bind the other.
- f. **No Waiver.** No failure or delay in exercising any right or remedy constitutes a waiver of that right or remedy. Any waiver must be in a writing signed by the waiving Party.
- g. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force and effect. The invalid provision shall be reformed to the minimum extent needed to make it valid and enforceable while preserving its original intent.
- h. **Amendments.** This Agreement may be amended only by a written instrument executed by both Parties, or, with respect to referenced documents including the EULA, SLAs, or other incorporated policies, by Alertus posting an updated version online. Any updates to such referenced documents apply prospectively only and will not materially diminish Buyer's rights with respect to an active license or service term without prior written notice. Buyer's continued use of Licensed Software or Professional Services, or submission of a new Quote, Purchase Order, or renewal, constitutes acceptance of updated terms.
- i. **Notices.** All legal notices must be in writing and delivered by personal delivery, certified mail, or a nationally recognized courier service to the address in the Quote or as updated in writing. Routine operational communications may be sent by email.
- j. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and their permitted successors and assigns. No third party has any rights under this Agreement.

- k. **Publicity.** Alertus may identify Buyer by name and logo as a customer in marketing materials, on its website, and in sales presentations unless Buyer provides written notice opting out or such use is prohibited by law or Buyer policy.
- l. **Electronic Signature and Incorporation by Reference.** Buyer agrees that electronic signatures, PDF executions, and delivery by email or other electronic means are valid and enforceable. By signing a Quote, or by submitting a Purchase Order that references this Agreement (including by hyperlink), Buyer agrees to be bound by the Master Terms, the EULA, and any applicable SLAs, all of which are incorporated by reference into the Quote or Purchase Order.

## **EXHIBIT A**

### **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.