Web Terms for Services, Software, and Equipment as of July 1, 2025

These Website Terms for Services, Software, and Equipment apply to sales made by Intrado Life & Safety, Inc. (if in the United States) or Intrado Life & Safety Canada, Inc. (if not in the United States) (as applicable, "Intrado") to the customer issuing a purchase order to Intrado ("Customer"), as of the date of such purchase order ("Effective Date"). These "Terms" consist of these terms and conditions, any orders or statements of work referencing these terms or issued by Customer to Intrado, and any quotes from Intrado to Customer on which a purchase order is based (each, an "Order") describing the Intrado services ("Services"), software object code and accompanying documentation ("Software"), and/or hardware or other equipment ("Equipment") that Intrado agrees to provide to Customer. "Affiliate" has the meaning in Rule 405 of the U.S. Securities Act of 1933, as amended.

The terms of any separate agreement executed by the parties and applicable to a purchase will supersede these Terms.

1. Term

These Terms begin on the Effective Date and do not have a defined end date; rather, these Terms will apply to any Order for the duration of such Order. Termination of any Order will not affect these Terms or any other Order.

2. Confidentiality

Exhibit A: Confidentiality and FOIA applies to disclosure and use of Confidential Information (as defined in Exhibit A) exchanged under these Terms and disclosures required by applicable freedom of information or public records laws.

3. Software

3.1. License Grant

Subject to these Terms, Intrado grants to Customer a personal, nonexclusive, nontransferable, non-sublicensable license to use Software at the location ("Site") and on the number of servers, workstations, and users or other applicable metric set forth in the Order, solely for Customer's internal purposes, to copy Software onto a storage device, and to make one copy solely for backup and disaster recovery purposes.

3.2. Restrictions

Customer will not itself, or through any Affiliate, agent, or other third party: (a) sell, lease, sublicense, or otherwise transfer Software; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from Software; (c) modify or enhance Software, or write or develop any derivative software, or any other functionally compatible, substantially similar, or competitive products; (d) network Software or use Software to provide processing services to third parties, commercial timesharing, rental, or sharing arrangements, or otherwise use Software on a service bureau basis; (f) provide, disclose, divulge, or make available to, or permit use of Software by any third party without Intrado's prior written consent; or (g) use or copy Software except as permitted hereunder.

3.3. Audit

On 45 days' written notice, Intrado may audit Customer's use of Software. Customer agrees to cooperate with Intrado's audit and provide reasonable assistance and access to information. Any such audit will not unreasonably interfere with Customer's normal business operations. Customer agrees to pay within 30 days of written notification any fees applicable to Customer's use of the programs in excess of Customer's license rights. If Customer does not pay, Intrado can end Customer's maintenance and support, licenses, and these Terms. Customer agrees that Intrado will not be responsible for any of Customer's costs incurred in cooperating with the audit.

4. Maintenance and Support Services

To the extent that an Order provides for maintenance and support Services for Equipment and Software, such Services will be provided in accordance with Intrado's then-current Maintenance and Support Services terms located at https://www.intrado.com/legal-privacy/terms-conditions

5. Limited Warranty

5.1. Software and Equipment Limited Warranty

Intrado warrants that the Intrado Software and Equipment will perform substantially in accordance with Intrado's specifications for 12 months from Final Acceptance (see Section 13 below). Intrado will, at its sole discretion and as Customer's sole remedy, repair or replace the problem Software and Equipment, provided that the problem can be reproduced on either Intrado's or Customer's systems. Replacement parts are warranted to be free from defects in material and workmanship for 90 days, or for the remainder of the limited warranty period of the Intrado Equipment they are replacing, whichever is longer. The limited warranty includes remote support services (help desk) during the warranty period. Freight costs to ship defective Equipment to Intrado are borne by Customer, with return at Intrado's expense. Intrado will pass through to Customer any third-party manufacturer warranties for products supplied by Intrado. Customer's access to and use of third-party Equipment and Software will be and remain subject to all terms, conditions and licenses imposed by the manufacturers and/or third-party licensors of such third party Equipment or Software.

5.2. Services Limited Warranty

Intrado warrants that Services will be provided in a workmanlike manner, in accordance with industry standards and by individuals with suitable skills and abilities.

5.3. Disclaimer

Intrado will not be obligated to repair or replace any Software or Equipment which (i) has been repaired by others; (ii) has been abused or improperly handled, stored, altered, or used with third party material or equipment; (iii) has been subject to power failures or surges, lightning, fire, flood, or accident; or (iv) has not been installed by Intrado or an Intrado authorized technician. EXCEPT AS STATED IN THIS SECTION, INTRADO DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, DATA ACCURACY, CONDITION OF DATA, OR LOSS OF DATA, NETWORK CONNECTIVITY, INTEROPERABILITY, OR THAT

SOFTWARE, EQUIPMENT, SERVICES, OR RELATED SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE.

6. Customer Materials

Customer will provide information reasonably requested by Intrado to perform Services, including as applicable: telecommunication or cell site specifications; Customer or third party databases; network architectures and diagrams; performance statistics; interfaces and access to Customer systems, including third party systems; routing and network addresses and configurations ("Customer Materials"). Customer warrants that (a) Customer is solely responsible for the content and rights to Customer Materials; (b) Customer Materials will be accurate; and (c) Intrado's use of Customer Materials will not violate the rights of any third party. Customer will retain ownership of all Customer Materials.

7. Limitation of Liability

7.1. Limitation

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA, OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF INTRADO FOR ANY REASON WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER UNDER THE RELEVANT ORDER IN THE SIX MONTHS PRIOR TO THE CLAIM. THESE LIMITS ON LIABILITY APPLY WHETHER THE CLAIM ARISES OUT OF BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY, AND EVEN IF THE DAMAGES ARE POSSIBLE OR FORESEEABLE.

7.2. Time Limit

ANY SUIT MUST BE FILED WITHIN TWO YEARS AFTER THE CAUSE OF ACTION ACCRUES.

8. Indemnification

8.1. Intrado Indemnity

Intrado will indemnify, defend, and hold harmless Customer, from third-party claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees and expenses (collectively, "Claims") for physical injury or death or tangible property damage to the extent caused by Intrado's gross negligence or willful misconduct.

8.2. Customer Indemnity

Except to the extent prohibited by applicable law, Customer will indemnify, defend, and hold harmless Intrado, its Affiliates, and their officers, directors, employees, and agents from Claims (a) relating to Customer Materials or a breach of the Section titled Customer Materials; (b) relating to any Customer product or service; or (c) for physical injury or death or tangible property damage to the extent caused by Customer's gross negligence or willful misconduct.

8.3. Procedures

The indemnified party will (a) notify the other party of any Claim; (b) relinquish control of the defense and settlement; and (c) assist the indemnifying party as reasonably requested. The indemnifying party may settle any Claim without the indemnified party's consent if the settlement does not affect the rights of the indemnified party. The indemnified party may participate in the defense at its expense.

9. Termination

If either party fails to cure a material default within ten days for late payments, or 30 days for other default, after notice specifying the default, the non-defaulting party may terminate the applicable Order, and pursue any other available remedies at law or equity. The cure period will extend for 30 more days if Intrado uses good faith efforts to cure. Software licenses will remain in force until terminated, if at all, due to an uncured material default. On termination of a Software license, Customer will, to the extent applicable, (a) cease using Software, and (b) certify to Intrado within one month after termination that Customer has destroyed or has returned to Intrado the Software and all copies. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

10. Intellectual Property

Intrado retains full and exclusive ownership of and all rights in, to and under its trademarks, service marks, tradenames and logos, and any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to Services, Software, and Equipment, and any development, enhancement, improvement or derivative works thereto, except for Customer Materials (collectively, including all intellectual property rights, "Intrado IP"). Customer receives no other right, title, or interest in, to, or under Intrado IP. Intrado IP is Intrado's Confidential Information (as defined in Exhibit A hereto). Customer will cooperate to take such actions reasonably requested to vest ownership of Intrado IP in Intrado.

Customer will not disclose or allow access to Intrado IP, including without limitation, software and systems, by anyone other than Customer's employees and subcontractors who have a need to access Intrado IP and who are bound by law or written agreement to comply with Customer's duties under these Terms. Neither party will reverse engineer, decompile, disassemble, or translate the other party's intellectual property or confidential information. Each party reserves all rights to its intellectual property and confidential information.

11. Delivery

Equipment will be shipped FCA point of origin (Incoterms 2000) on completion of the manufacturing process, and Software will either be shipped using the above method, or made available for download from a site designated by Intrado. All shipping and handling charges will be prepaid by Intrado and charged to Customer. For RMA requests or other returns, Intrado's Defective Equipment Return Policy, Project, and Spares Equipment Return Policy will apply.

12. On-Site Services

12.1. Intrado Obligations

If Intrado performs Services at Customer's premises, such as installation ("Installation"), site survey, project management, training, or cutover services (as applicable, "On-Site Services"), Intrado will:

- If Installation is purchased, install and perform acceptance testing on Software and Equipment at the Site in

accordance with Intrado's normal installation and testing practices.

- If training is purchased, perform training as specified in the Order.
- Designate a project manager with authority, competence, and responsibility to communicate information to Intrado and to act as liaison between Intrado and Customer.

12.2. Customer Obligations

If On-Site Services are ordered, Customer will, at its expense:

- Designate a general project coordinator, with authority, competence, and responsibility to communicate information to Intrado and to act as liaison between Customer and Intrado.
- Ensure that staff: (i) are available during nonstandard work times as necessary (early, late, and weekends) (ii) monitor acceptance testing; and (iii) are on-site for technical training, if applicable.
- Provide unobstructed access for Installation and testing of Software, Equipment and cabling, including obtaining any necessary consents from the landlord, building owner, or others.
- Ensure that any Customer equipment meets Intrado's specifications.
- Provide, within the Site, suitable and easily accessible secure storage of tools, test sets, lockers and employees' personal effects.
- Ensure that the Site will meet all temperature, humidity controlled, air-conditioned, and other environmental requirements set forth in the applicable specifications, and will be dry and free from dust.
- Provide all patching, painting, openings, conduits, floor reinforcements, or other furniture or mechanical modifications pertinent to Installation.
- Provide ample electric current of proper voltage for any necessary purpose suitably terminated in a room where it is required, including properly grounded copper cold water pipe before meter ground as specified by Intrado.
- Provide an exclusive VPN tunnel to allow for remote diagnostics and a modem for establishing the remote access by Intrado.
- Dispose of all Equipment packing material.
- Maintain, at all times, a procedure, external to Software and Equipment, for the reconstruction of lost or altered files, data, or programs deemed necessary by Customer.
- Ensure that Intrado is promptly informed of any problems with Software or Equipment.
- Ensure Customer's third party vendors collaborate with Intrado in a reasonable and timely manner.

12.3. Exclusions, Changes

If On-Site Services are prevented, interrupted or delayed due to Customer's failure to meet its obligations stated above, or if Customer unexpectedly delays or changes the agreed-on schedule for On-Site Services, Customer will be responsible for applicable travel and lodging costs, charges at Intrado's standard hourly rates for the time during which such On-Site Services were prevented, interrupted or delayed, any other direct costs incurred by Intrado, and Intrado then-current

rescheduling fees (currently $300.00 per person, per day, of time scheduled to be On-Site). Intrado will not be deemed to be in default nor be held responsible for any delays or failures resulting from an event of Force Majeure or for any delays resulting from Customer or any of Customer's third-party vendors or from Customer's obligations stated above. Changes to the design or installation plan by Customer after the original Order will be considered a request for a change order. On receipt of a request for a change order, Intrado will, within ten business days, either accept or refuse the request for a change order. If Intrado accepts the request for a change order, Intrado will issue a new quote to cover any costs, if applicable, associated with the change order.

13. Acceptance

If Intrado is not performing Installation, Software and Equipment will be deemed accepted when Intrado has completed its shipping obligations. If Intrado is performing Installation, then Customer will provide Intrado with a written notice of acceptance or rejection, based on a Severity Level 1 or 2 failure (as defined in the Maintenance and Support terms), within ten calendar days after Intrado's notice of System Cutover ("Notification Date"), which acceptance will not be unreasonably withheld or conditioned. If Customer does not accept Software and Equipment, it will notify Intrado in writing within ten calendar days of the Notification Date, and will specify the Severity Level 1 or 2 failure. Intrado will use commercially reasonable efforts to promptly diagnose and correct all identified failures, and the acceptance process will be repeated until acceptance occurs. If Customer fails to provide written notice of rejection as stated above within the time stated above, acceptance will be deemed to have occurred. "System Cutover" will mean the first date that Software and Equipment is used for live call-taking or dispatching. If Software and/or Equipment are being installed at multiple Sites, the above acceptance process will apply to each Site. The date of acceptance of the first Site will be referred to as the "Final Acceptance." Services will be deemed accepted when performed.

14. Payment

14.1. Payment Terms

For Equipment and Software sales, the following payment terms will apply: If Installation is not purchased, then all fees will be invoiced on shipment. If Installation is purchased, Customer will be invoiced according to the following terms:

- 30% on acceptance of Customer's Order
- 30% on shipment
- 30% on System Cutover
- 10% on Final Acceptance

Maintenance and Support Services will be payable as stated in the Order, either (i) in advance according to the above percentage breakdown, or (ii) annually in equal payments, which payments will be due on each anniversary of Final Acceptance.

Dedicated On-Site Services will be invoiced when the on-site personnel are first made available to Customer. Other recurring Services, such as TXT29-1-1 and Power Metrics or ECaTS reporting services, will begin invoicing when such Services are

first made available to Customer. Other Services will be invoiced when performed.

14.2. Payment Method

Customer will pay all invoices within 30 days of invoice date, without setoff or deduction, preferably via electronic funds (ACH, EFT, or wire transfer). Intrado will apply payments to the oldest outstanding invoice. Intrado may increase fees under an Order on an annual basis in an amount not to exceed the greater of 5% or the Consumer Price Index (all urban consumers) for the prior year. Customer will bear all applicable taxes, duties, and surcharges relating to Services (including applicable interest and penalties), except taxes based on Intrado's income. Any tax exemption must be supported by appropriate documentation.

14.3. Late Payments

Invoices not paid when due will bear interest from the due date at the lower of two percent per month, or the highest allowable rate. Customer will pay all reasonable costs of collection (including attorney fees). Intrado may change payment terms or require a deposit on an adverse change in Customer's financial condition or payment record, including requiring immediate payment if Customer falls below a C credit rating.

14.4. Cancellation Fees

Cancellation of any element of an Order before shipment or performance of Services will result in cancellation charges equal to 25% of the price of the cancelled item. Anything that has been specifically developed for Customer, including any special order or custom Software or Equipment, is not cancellable. Cancellation or rescheduling is not permissible after shipment. Delays by Customer to delivery, Installation Services, or acceptance testing that in the aggregate exceed six months may, in Intrado's discretion, be treated as a cancellation of the Order, and be subject to the greater of the above fees, or Intrado's total expenses allocated to the project through such date.

14.5. Payments Final

All amounts paid are final and nonrefundable. Equipment and Software may be returned only pursuant to a valid warranty claim or as permitted as part of Maintenance and Support Services.

15. Insurance

Each party will maintain: (a) Workers' Compensation insurance required by law; (b) employer's liability insurance with limits of at least $500,000 for each claim; (c) comprehensive automobile liability insurance if the use of motor vehicles is required, with limits of at least $1,000,000 combined single limit for bodily injury and property damage for each claim; (d) Commercial General Liability insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least $1,000,000 combined single limit for bodily injury and property damage for each claim; (e) Professional Liability or Errors and Omissions insurance of at least $1,000,000 for each claim; and (f) excess or umbrella liability at a limit of at least $5,000,000 per claim. The CGL, excess or umbrella liability and automobile liability policies will designate the other as an Additional Insured. On request, the other party will furnish certificates evidencing the foregoing insurance. Each party will strive to notify the other at least 30 days before any cancellation or termination of its policy.

16. Miscellaneous

16.1. Governmental Agencies

Use of Intrado Services or products by the United States Government or other governmental agencies will be as "restricted computer software" or "limited rights data" as set forth in 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and conditions.

16.2. Force Majeure

Neither party is liable for delays or defaults in its performance hereunder (except for its payment obligations) due to causes beyond its reasonable control, including: acts of God or government; war, terrorism, fire, or explosion; flood; extreme weather; epidemic; riots; embargoes; viruses; technology attacks; labor disturbances; failure or unavailability of the Internet, telecommunications, transportation, utilities, or suppliers. Without limiting the foregoing, to the extent Customer fails to perform any of its responsibilities described in this Agreement or an Order, Intrado (a) will be excused from failure to perform any affected obligations; (b) will be entitled to a reasonable extension of time and a reasonable reimbursement of additional costs incurred as a result; and (c) will not be responsible for any consequence or liability arising from Customer's failure. Each Party will notify the other as promptly as practicable after becoming aware of the occurrence of any such condition.

16.3. Independent Contractors, Beneficiaries

The parties are independent contractors. No agency, joint venture, or partnership is created under these Terms. These Terms benefit Customer and Intrado only; there are no third party beneficiaries.

16.4. Interpretation, Conflict, Severability

"Including" means including, without limitation. "Days" means calendar days. If any terms of these Terms and an Order conflict, the Order will govern for that Order only. No preprinted purchase order or other Customer form terms will apply. Any provision held unenforceable by a court will be enforced to the fullest extent permitted by law and will not affect the other provisions. No course of dealing or failure to exercise any right or obligation is an amendment or waiver. These Terms may be modified or amended only in a writing signed by the parties.

16.5. Assignment

These Terms will be binding on the permitted successors and assigns. Neither party may transfer or assign these Terms without the prior written consent of the other, not to be unreasonably withheld, except that Intrado may assign these Terms to an Affiliate or to an acquirer of all or part of its business or assets without consent.

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16.6. Applicable Law and Remedies

These Terms are governed by Colorado law, without regard to choice of law principles. Each party waives all rights to a jury trial. Injunctive relief will apply to any breach of Sections 2 or 10 above. All rights and remedies are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in these Terms. Each party will be entitled to the same governmental or other immunity or other protections afforded by any law, rule, or regulation to the other party, and neither party will object to or interfere with the other party's application of this sentence.

16.7. Compliance with Laws and Policies

Each party has or will timely obtain all consents, licenses, permits, and certificates required to perform under these Terms. Each party will comply with laws, rules, regulations, and court orders applicable to it or Services. Intrado may cease or modify Services or these terms as reasonably required to comply with changes in law. Customer recognizes and agrees to comply with Intrado's Code of Ethical Business Conduct located at https://www.Intrado.com/legal-privacy/code-of-ethics/. In addition, Customer may not, without Intrado's prior written approval, perform or disclose network discovery, port or service identification, vulnerability scanning, benchmarking or availability testing, password cracking or remote access testing of the Services.

16.8. Advertising and Publicity

Neither party will use the other party's name or marks in any press release, advertisement, promotion, speech, or publicity, without the other party's prior written consent, except that Intrado may use Customer's name and marks in its customer lists, sales or promotional materials without consent.

16.9. Affiliates, Changes, Telecom Charges

Services may be provided, in whole or part, by Intrado or its Affiliates. Intrado Life & Safety Communications Inc. may provide regulated portions of Services. Intrado may modify or improve Services, Software, and Equipment during the term. Where Intrado incurs telecommunication costs directly attributable to Services provided to Customer, Customer will be charged at cost + 25%. For Services that involve communication services (including Emergency Routing Services), a monthly surcharge will apply (currently 2.37%).

16.10. Notices, Entire Agreement, Survival

All notices must be in writing. Notices are effective on receipt when sent by certified or registered U.S. Mail, charges prepaid, return receipt requested, or when delivered by hand, overnight courier, or fax with confirmed receipt. Notice by email is acceptable, effective 24 hours after receipt (Email for Intrado: legalnotices.lifesafety@intrado.com). These Terms constitute the entire agreement and supersedes any prior written or oral agreements or understandings related to its subject matter. Sections titled Invoice and Payment, Confidentiality, Limited Warranty, Limitation of Liability, Indemnification, Intellectual Property, and Miscellaneous will survive termination of these Terms.

Exhibit A: Confidentiality and FOIA

Except to the extent disclosures are required under applicable freedom of information or public records laws or regulations, the terms of this Exhibit A-Confidentiality and FOIA will apply to information disclosed under these Terms. Customer may disclose the Intrado's Confidential Information only to the extent required by applicable law or regulation. Customer will give sufficient notice to Intrado to allow Intrado to claim applicable exemptions, make applicable objections, or seek appropriate limits or restrictions on use and disclosure of its Confidential Information.

1. Definitions

"Confidential Information" means all information disclosed by or on behalf of either party ("Discloser") to the other party ("Recipient") that is marked as confidential or proprietary or that by its nature or context constitutes information that a reasonable businessperson would treat as proprietary, confidential, or private, even if not so marked. Confidential Information includes, but is not limited to, a party's financial, business, technical, marketing, sales, customer, product, pricing, strategy, personnel, software, systems, methods, processes, practices, intellectual property, trade secrets, software, data, contract terms, or other business information.

2. Exclusions

Confidential Information does not include any information that: (a) was or becomes generally available to the public through no breach of this Exhibit; (b) was previously known by Recipient or is disclosed to Recipient by a third party without any obligation of confidentiality; or (c) is independently developed by Recipient without use of Discloser's Confidential Information.

3. Use and Disclosure

Recipient and its employees, Affiliates, agents, and contractors will: (a) use Confidential Information only for the Terms; (b) disclose Confidential Information only to its employees, Affiliates, agents, and contractors with a "need to know" for the Terms; (d) use the same standard of care to protect Discloser's Confidential Information as Recipient uses to protect its own similar confidential or proprietary information, but not less than reasonable care appropriate to the type of information; (e) reproduce Discloser's confidentiality or proprietary notices, legends, or markings on all copies or extracts of Confidential Information; and (f) use and disclose Confidential Information as authorized in writing by Discloser. Recipient is responsible for compliance with this Exhibit by its employees, Affiliates, agents, and contractors.

4. Required Disclosure

If required to disclose any Confidential Information by law or court order, Recipient will promptly notify the Discloser (unless prohibited by law) and cooperate with Discloser, at Discloser's expense, to seek protective orders or appropriate restrictions on use and disclosure. Confidential Information disclosed under this Section will continue to be subject to all terms of this Exhibit for all other purposes.

5. Return or Destruction

Within 30 days after termination of the Terms or written request of Discloser, Recipient will return or destroy Discloser's Confidential Information. Recipient will certify return or destruction if requested by Discloser. Recipient may retain Discloser's Confidential Information to the extent required by law. This Exhibit A will survive and continue to apply to Discloser's Confidential Information that is not reasonable to return or destroy (for example, retained in archive or backup systems) as long as it is retained by or for Recipient.