

Critical Response Group, Inc. Terms and Conditions

In General

These Terms and Conditions (this “Agreement”) shall be effective between the Customer and Critical Response Group, Inc. (CRG) and governs the purchase and use of the Services by Customer. By execution of one or more Service Orders, Customer accepts the terms of this Agreement and thereby agrees to be bound by the terms and conditions set forth in this Agreement.

1. Definitions; Construction

1.1. Definitions.

“Agreement” means these Critical Response Group, Inc. Terms and Conditions.

“Collaborative Response Graphic®” means a proprietary planning and communication product that assigns ground-control-points and critical feature labeling to building schematics, exterior features, pre-planned locations and/or geographic locations to transform them into geo-relevant discrete data sets.

“Critical Response Group, Inc.” means Critical Response Group, Inc., a New Jersey corporation.

“Critical Response Group, Inc. Technology” means the software applications, tools, application programming interfaces (APIs), connectors, programs, networks and equipment that Critical Response Group, Inc. uses to make its products and related services available to its customers.

“Customer” means the entity or organization identified on a Service Order.

“Customer Data” means electronic data and information submitted by or for Customer to Critical Response Group, Inc. in connection with the Services.

“Effective Date” means the date on which the Customer executes the first Service Order.

“Intellectual Property Rights” means all (a) trade secrets, proprietary information ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, (b) design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer

lists, investors, employees, business and contractual relationships, (c) United States patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the United States.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Services” means the Critical Response Group, Inc. products and/or professional services described in one or more Service Orders executed by the Customer.

“Service and Implementation Subscription” means in an annual subscription service to maintain and update Collaborative Response Graphics, including their use, storage and distribution, as well as training and Customer support.

“Service Order” means a proposal or an ordering document executed by Customer, whether or not designated a “Service Order”, specifying the Services the Customer is purchasing from Critical Response Group, Inc., as such Service Order may be amended from time to time as mutually agreed by the Customer and Critical Response Group, Inc.. Service Orders shall not include Customer’s purchase order forms.

1.2. Construction. This Agreement applies to the provision of all products and Services. The parties may enter into one or more Service Orders that contain additional terms and conditions applicable to the provision of certain Services. Upon execution by the Customer, each Service Order will be incorporated into this Agreement. In the event of any conflict between the provisions of this Agreement and any Service Order, the provisions of the Service Order will prevail, but only to the extent of such conflict.

2. Services

2.1. Services. Critical Response Group, Inc. will (a) make the Products and Services available to Customer pursuant to this Agreement and any applicable Service Orders, (b) provide applicable standard of care and support for the Services at no additional charge (or such other level of support specified in a Service Order), (c) use commercially reasonable efforts, using applicable current industry practices, to ensure the Services do not contain or transmit any Malicious Code, and (d) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime (of which Critical Response Group, Inc. will give advance notice).

2.2 Service and Implementation Subscription. Annual Service and Implementation Subscriptions ensure Collaborative Response Graphics remain accurate and up to date

for first responders. The Service and Implementation Plan includes the following (3) components:

(a) Product Enhancements – Customer Products will be updated with new design features, enhancements, technical upgrades and functions, and (if available) new imagery.

(b) Site Visit – Critical Response Group, based on the clients' discretion, will offer a virtual product review or visit the building and grounds of the facility as listed on a Service Order to verify the accuracy of a product with Customer. Standard labeling changes for a facility will be made, shared with the Customer and (when approved) distributed. Standard labeling conventions include: (i) rooms, (ii) hallway and wings, (iv) exterior doors, (v) roof access points, (vi) key utility locations (gas shut-off, water/sprinkler shut-off, fire department connections, main electrical shut-off, main fire alarm control panel), (vii) swipe/key fob access points, (ix) Knox box or security box locations, (x) trauma kit and AED locations. Where extensive changes occur at a facility that requires additional Products to be created (i.e. New buildings or additions), or the Customer requests additional labeling features to be included (i.e. Sensors or Security Cameras), an additional fee will incur as determined and an updated the scope of work will be prepared.

(c) Distribution – Critical Response Group will interface with public safety officials and third-party vendors identified by the Customer. Products contained in Service Orders will be prepared in file formats for integration into software systems for the facility or grounds identified in a Service Order, however, Critical Response Group does not warrant or guarantee the capabilities of those software systems, or their ability to ingest or display products.

(d) Training and Support – Critical Response Group will provide annual training and disseminate recommendations for implementation of Collaborative Response Graphics to the Customer and applicable municipal, county and state-level first responders. With forty-five (45) days advance notice, Critical Response Group will support pre-planned emergency response drills conducted by Customer to ensure Collaborative Response Graphics are implemented correctly. The Service and Implementation Plan does not include the actual planning and execution of table-top or other drills, but those activities can be contracted for an additional fee.

(e) Payment for the Service and Implementation Subscription is required 30 days in advance of the annual expiration date as determined by the initial delivery date of the Customer's Collaborative Response Graphics as listed in the original Service Order.

(e) If the Customer does not opt into the annual Service and Implementation Subscription, any future changes to Collaborative Response Graphics will require a new Service Order at the full original price.

2.3. Customer Responsibilities. Customer will be responsible for (a) ensuring Customer and its employees or representatives comply with terms and conditions of this Agreement and each Service Order, (b) providing digital floor plans and other data or information needed to meet the terms of a Service Order, (c) making final verification and approval of products prior to distribution, (d) identifying public safety and third party vendors, (e) distributing Collaborative Response Graphics to their appropriate public safety and security agencies, (f) making notifications of any changes to the buildings or grounds of a facility listed in a Service Order, (g) ensuring the accuracy, quality and legality of the Customer Data, the means by which the Customer obtained the Customer Data and Customer's use of the Customer Data in connection with the Services, (h) using the Services only in accordance with this Agreement, any applicable Service Orders and applicable laws and government regulations, (i) immediately notifying third party vendors to cease the use of products when a Service and Implementation Subscription expires and (j) allocating the necessary resources and personnel to cooperate with Critical Response Group, Inc. staff in a timely manner to allow the Services to be performed (i) By contracting with Critical Response Group, Customer authorizes the dissemination of Collaborative Response Graphics identified in a Service Order to law enforcement and public safety agencies at the municipal, county, state, and federal levels, and those agencies may further disseminate Collaborative Response Graphics for public safety preparedness purposes. If a Customer does not want Collaborative Response Graphics to be distributed, that shall be communicated in writing prior to final product approval.

2.4. Restrictions. Customer will not:

(a) make any of the Products or Services available to anyone other than the Customer or use any Products or Services for the benefit of anyone other than Customer, unless otherwise agreed in writing by the parties,

(b) sell, resell, license, sublicense, share, distribute, give, make available, rent or lease any of the Products or Services, or include any of the Products or Services in a service or outsourcing offering, or provide them to third party vendors, unless otherwise agreed in writing by the parties,

(c) modify, copy, or create derivative works based on the Products Services or any part, feature, function or user interface thereof,

(d) frame, imitate or mirror any part of the Products or Services, other than framing on Customer's own intranets or otherwise for Customer's own internal purposes,

(e) access the Products or Services for the purpose of building, selling or marketing a competitive product or service or copying any Critical Response Group, Inc. Product,

(f) remove or obscure the copyright, trademark, labels, logos or any other proprietary rights or notices included within Critical Response Group, Inc. Products, Services or Technology on and in any documentation or training materials,

(g) disassemble, reverse engineer, or decompile the Products or Services, including Critical Response Group, Inc. Technology or otherwise attempt to obtain or perceive the source code of Critical Response Group, Inc. Technology, or

(h) use the Services in a manner which violates any applicable laws.

2.6. Modifications to Services. The Products and Services may be modified by Critical Response Group, Inc. from time to time as it deems necessary to address changes in technology and the needs of its customers, provided that any such modification will not degrade the functionality of the Products and Services in any material manner, unless required by applicable law. Critical Response Group, Inc. will notify Customer in advance of any material modifications.

2.7. Third Party Services. The Services may permit Customer to access services or content provided by third parties through the Services (“Third Party Offerings”). Customer agrees that Critical Response Group, Inc. is not the original source and shall not be liable for any inaccuracies contained in any content provided in a Third Party Offering. Critical Response Group, Inc. makes no representations, warranties or guarantees with respect to the Third Party Offerings or any content contained therein. Critical Response Group, Inc. may discontinue access to any Third Party Offering through the Services, with or without notice, if the relevant agreement with the applicable third party no longer permits Critical Response Group, Inc. to provide such access.

3. Proprietary Rights and Licenses

3.1. Use of Products and Services. Subject to the terms and conditions of this Agreement, Critical Response Group, Inc. hereby grants to Customer a non-exclusive, non-transferable, limited, royalty-free license of products and services listed in the Service Order, without right to sub-license, to access and use solely for Customer’s operations in its ordinary course of business.

3.2 Use of Products and Services, Third Party Vendors, Service and Maintenance Subscription. Collaborative Response Graphics are a life safety tool shared with multiple public safety and security agencies and contain version control standards that are crucial to ensure effective communication and coordination during an emergency. Continued use or access to Customer products by third party vendors will be in accordance with this Agreement.

3.2. Limited License to Use Customer Data. Customer hereby grants to Critical Response Group, Inc. a non-exclusive, non-transferable, limited, royalty-free license, without right to sub-license (except to its sub-processors, as required for the provision of the Services), to aggregate, compile, and otherwise use the Customer Data, as necessary to develop the Products and perform the Services necessary to fulfill the customer’s order.

3.3. Statistical Data and Anonymized Data. Critical Response Group, Inc. tracks and collects certain information about how Customers use its Products and Services and uses the information collected to obtain general statistics regarding the use of those Products (collectively, "Statistical Data"). Critical Response Group, Inc. may use Statistical Data for Critical Response Group, Inc.'s internal analytical purposes, including the improvement and enhancement of the Products and Services and Critical Response Group, Inc.'s other offerings. At times, Critical Response Group, Inc. may review the Statistical Data of multiple customers and may combine, in a non-personally-identifiable format, the Statistical Data with Statistical Data derived from other customers and users to create aggregate, anonymized data regarding usage history and statistics (collectively, "Anonymized Data"). Anonymized Data will not contain information that identifies or could be used to identify Customer or its Users. Customer agrees that Anonymized Data is not Confidential Information of Customer. Critical Response Group, Inc. may use Anonymized Data to create reports that it may use and disclose for Critical Response Group, Inc.'s commercial or other purposes.

3.4. Reservation of Rights. No rights or licenses are granted except as expressly set forth herein. Subject to the limited rights expressly granted in this Section 3, all right, title and interest (including all related Intellectual Property Rights) in and to (a) the Products and Services and the Critical Response Group, Inc. Technology is retained by Critical Response Group, Inc., and (b) the Products and Customer Data is retained by Customer.

4. Fees

4.1. Fees. Customer will pay Critical Response Group, Inc. all fees specified in a Service Order. If Customer requests additional work not specified in an initial Service Order, an amended proposal will be prepared for approval by Customer before work begins. Except as otherwise specified in this Agreement or in a Service Order Form, payment obligations are non-cancelable, and fees paid are non-refundable

4.2. Payment Terms. Fees set forth in each Service Order are due on the date set forth on the invoice referencing such Service Order.

4.3. Customer Purchase Orders. Except as otherwise specified in a Service Order. Any reference to a purchase order in a Service Order or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order or in any way be deemed to modify, alter, supersede or supplement any Service Order or this Agreement.

4.4. Taxes. The fees set forth in each Service Order do not reflect any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with

Customer's purchase and use of Services, excluding any taxes based upon Critical Response Group, Inc.'s personal property ownership or net income. If Critical Response Group, Inc. has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section 4.4, Critical Response Group, Inc. will invoice Customer for, and Customer will promptly pay, the amount of such Taxes unless Customer provides Critical Response Group, Inc. with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.6. Suspension of Services. If any amount owed by Customer is more than 30 days overdue, Critical Response Group, Inc. may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full.

4.7. Payment Disputes. Critical Response Group, Inc. will not exercise its rights under Section 4.6 so long as Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5. Confidentiality

5.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. Critical Response Group, Inc. Confidential Information includes the Critical Response Group, Inc. Technology and the Services. The Confidential Information of each party includes any business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, (d) was independently developed by the Receiving Party, or (e) is required to be disclosed by law, rule, regulation or court order.

5.2. Obligations. The Receiving Party will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and allied public safety officials who need access for purposes consistent with this Agreement.

5.3. Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally

permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. Customer Data

6.1. Data Protection. Critical Response Group, Inc. will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include measures for preventing access, use, modification or disclosure of Customer Data by Critical Response Group, Inc. personnel except (a) to provide the Services and prevent or address service or technical problems, (b) to disseminate Collaborative Response Graphics to law enforcement and public safety agencies at the municipal, county, state, and federal levels, (b) as compelled by applicable law. Customer acknowledges and agrees that it is commercially reasonable for Critical Response Group, Inc. to rely upon the security processes and measures utilized by Critical Response Group, Inc.'s cloud infrastructure providers.

6.2. Data Breach Notification. Critical Response Group, Inc. will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within custody and control (a "Security Breach") within 72 hours of Critical Response Group, Inc.'s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach.

6.3. Data Retention and Destruction. Except as otherwise required by applicable law or Customer's retention's policies, Critical Response Group, Inc. will have no obligation to maintain, update, or provide any Customer Data or Products more than ninety (90) days after the expiration or termination of this Agreement. However, the parties agree City of North Richland Hills will require a retention period of 36 months per city policy.

7. Term; Termination

7.1. Term of Agreement. Subject to earlier termination as provided below, this Agreement begins on the Effective Date and continues until the last Service Order has expired or has been terminated.

7.2. Termination for Breach. A party may terminate this Agreement or any Service Order (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period,

7.3. Subscription Term and Renewal. The term of each subscription for Services will be as specified in the applicable Service Order. At least 30 days prior to the expiration of a Service Order, Critical Response Group, Inc. will send a new Service Order notifying Customer of the pricing applicable to a renewal subscription for a period equal to the expiring subscription term or one year (whichever is shorter). The new Service Order shall be deemed to be effective if (a) Customer returns the executed Service

Order or related purchase order to Critical Response Group, Inc., (b) Customer remits payment to Critical Response Group, Inc. of the fees set forth in the invoice referencing the Service Order, or (c) Customer accesses or use the Services after the expiration of the previous term.

7.4. Effect of Termination. Upon termination of this Agreement for any reason, Customer will no longer receive the products and services set forth in the applicable Service Order and, except for Critical Response Group, Inc.'s right to receive accrued but unpaid fees and as provided in Section 11.12 (Survival), all rights and obligations of the parties hereunder will automatically cease. Notwithstanding the foregoing, termination will not affect or prejudice any right or remedy that a party possesses with respect to any breach of this Agreement occurring on or before the date of termination

7.5. Suspension. Critical Response Group, Inc. may suspend Customer's right to use any portion of the Services of the Critical Response Group, Inc. if it determines that Customer's use of the Services (a) poses a security risk to the Services, Critical Response Group, Inc. or any third party, (b) does not comply with this Agreement, a Service Order or applicable law, or (c) may subject Critical Response Group, Inc. or any third party to liability. Critical Response Group, Inc. will endeavor to provide as much notice as is reasonably practicable under the circumstances, and to reinstate the Services as soon as reasonably practicable following resolution of the issue.

8. Representation and Warranties; Disclaimers

8.1. Critical Response Group, Inc. represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to Customer in this Agreement; (b) this Agreement is the legal, valid, and binding obligation of Critical Response Group, Inc., enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity) (c) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement; (d) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound, and (e) it will perform the Services in accordance with this Agreement in a timely, professional and workmanlike manner and that Products shall be free from defects in materials and workmanship and shall conform in all material respect to the Product specifications during the Term of the Agreement. Critical Response Group, Inc. GRANTS NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.2. Customer. Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement; (b) this Agreement is the legal, valid, and binding obligation of Customer, enforceable

against it in accordance with the terms hereof, (c) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement.

8.3. Disclaimer of Implied Warranties. THE WARRANTIES SET FORTH IN SECTION 8.1 AND 8.2 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY CRITICAL RESPONSE GROUP, INC. AND CUSTOMER, HEREUNDER, RESPECTIVELY. EACH OF CRITICAL RESPONSE GROUP, INC. AND CUSTOMER EXPRESSLY DISCLAIMS, AND THE OTHER PARTY HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, UNINTERRUPTED ACCESS, THAT THE SERVICES ARE SECURE, OR THAT THE SERVICES WILL BE AVAILABLE CONSTANTLY AND IN AN UNINTERRUPTED MANNER AND ANY OTHER IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, ALL THIRD-PARTY OFFERINGS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. CRITICAL RESPONSE GROUP, INC. MAKES NO WARRANTY THAT THE SERVICES WILL COMPLY WITH THE LAWS (INCLUDING WITHOUT LIMITATION ANY LAWS RESPECTING DATA PRIVACY) OF ANY JURISDICTION OUTSIDE OF THE UNITED STATES OF AMERICA.

9. Indemnification

9.1. Critical Response Group, Inc. will defend Customer from and against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Services infringe or misappropriate such third party's Intellectual Property Rights, provided Critical Response Group, Inc. is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement. The foregoing obligations do not apply with respect to any infringement resulting from the modification of the Services or combination of the Services with software, hardware, data, or processes not provided by Critical Response Group, Inc., the continued use of the Services by Customer after being notified of the alleged infringement or after being informed of modifications that would have avoided the infringement, or Customer's use of the Services in violation of this Agreement or the applicable Service Order.

9.2. By Customer. To the extent permitted by applicable law, Customer will defend Critical Response Group, Inc. from and against claim, demand, suit or proceeding made or brought against Critical Response Group, Inc. (a) by a third party alleging that any Customer Data infringes or misappropriates such third party's Intellectual Property Rights, (b) in connection with Customer's violation of any applicable laws, or (c) in connection with a dispute between a User and Customer, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over

defense and settlement. Notwithstanding the foregoing, nothing herein shall require Customer to create a sinking fund to satisfy any obligation to indemnify under this Agreement.

9.3. General. To the extent permitted by applicable law, Customer agrees to indemnify, save, and hold harmless Critical Response Group, and its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, demands, judgments, settlement, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (a) any act or omission by any of its officers, directors, employees, or agents; and/or (b) the inaccuracy or breach of any of the covenants, representations, and warranties made in this Agreement. Each party shall promptly notify the other party upon receipt of any claim or legal action referenced in this Section. The provisions of this Section shall survive any termination or expiration of this Agreement. Notwithstanding the foregoing, nothing herein shall require Customer to create a sinking fund to satisfy any obligation to indemnify under this Agreement.

9.4. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. Limitation of Liability.

10.1. Exclusion of Certain Claims. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING LOSS OF LIFE, BUSINESS, REVENUE OR ANTICIPATED PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CRITICAL RESPONSE GROUP, INC. SHALL NOT BE LIABLE FOR THE CRIMINAL ACTS OF THIRD PARTIES.

10.2. Limitation of Liability. EXCEPT WITH REGARD TO LIABILITY FOR THE INDEMNITY OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION), AND EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE SUM OF ALL AMOUNTS REQUIRED TO BE PAID BY CUSTOMER TO CRITICAL RESPONSE GROUP, INC. IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY.

11. General Provisions

11.1. Entire Agreement. This Agreement and any Service Orders executed by Customer constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto. This Agreement (excluding the Service Orders) may be modified or amended from time to time upon mutual written consent of the parties. Any Service Order executed or amended, or any subscription term specified in any Service Order which is renewed or otherwise extended, shall be subject to the terms and conditions of this Agreement, as so modified or amended

11.2. No Waiver. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision.

11.3. Assignment. This Agreement is not assignable, transferable or sublicensable by Customer except with Critical Response Group, Inc.'s prior written consent. Critical Response Group, Inc. may assign this Agreement without Customer's consent to a parent, subsidiary, an acquirer of all or substantially all of the assets of Critical Response Group, Inc. or a successor by merger or other business combination. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.4. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision will be deemed stricken from the Agreement and the remaining provisions of this Agreement will remain in full force and effect.

11.5. Relationship of Parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever.

11.6. Publicity. Unless otherwise provided in the applicable Service Order, Critical Response Group, Inc. may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

11.7. No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.8. Resolution of Disputes. In the event of a dispute between the parties regarding this Agreement, the parties hereby agree to attempt to resolve the dispute by entering into good faith negotiations. If, within thirty (30) days, the parties do not reach agreement on the resolution of the dispute, the dispute shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any award shall be final, binding and conclusive upon the parties and a judgment rendered thereon may be entered in any court having jurisdiction thereof. Except as may be prohibited by law, the arbitrator may, in his or her

discretion, award reasonable attorneys' fees and other costs of arbitration to the prevailing party.

11.9. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given (a) when received, if personally delivered; (b) when receipt is electronically confirmed, if transmitted by facsimile or e-mail; (c) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and (d) upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be given using the contact information with respect to each party set forth in the applicable Service Order or such other contact information as may be designated by a party by giving written notice to the other party pursuant to this Section 11.9.

11.10. Force Majeure. Neither party will be liable for failure to perform its obligations hereunder, except the obligation to make payment due, to the extent that its performance is prevented, hindered or delayed as a result of strikes, riots, fires, explosions, acts of God, acts of terrorism, war, governmental action, labor conditions, internet service interruptions or slowdowns, vandalism or cyber-attacks, or any other cause beyond the reasonable control of such party.

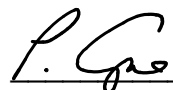
11.11. Electronic Signatures; Counterparts. Signatures and other express indications of agreement sent by electronic means (facsimile or scanned and sent via e-mail or signed by electronic signature service where legally permitted) will be deemed original signatures. This Agreement may be signed in multiple counterparts, each of which will be deemed an original and which will together constitute one agreement.

11.12. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability.

ACCEPTED AND AGREED:

Critical Response Group, Inc.:

City of North Richland Hills:

By:  _____

By: _____

Name, Title Phil Coyne, President

Mark Hindman, City Manager

Date: 7/19/2021 _____

Date: _____

ATTEST:

ATTEST:

By:  _____

By: _____

Name, Title
Shannon Burke
Business Operations Manager

Alicia Richardson, City Secretary

Approved to Form and Legality:

By: _____

Maleshia B. McGinnis, City Attorney