

DataTech911 Terms of Service

The DataTech911 Services are offered to Client subject to its acceptance of these DataTech911 Terms of Service (the “Terms”). When the DataTech911 Services are accessed or used by a Client or when Client otherwise indicates assent to these Terms, these Terms form a legally binding contract between Client and DataTech911. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF AN ENTITY, SUCH AS YOUR EMPLOYER, OR THE COMPANY YOU WORK FOR, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ENTITY, IN WHICH CASE THE TERMS “YOU,” “YOUR,” “CUSTOMER” OR A RELATED CAPITALIZED TERM HEREIN WILL REFER TO SUCH ENTITY.

The Terms is a contract that governs Clients’ use of the DataTech911 Services and includes all additional terms and documents incorporated herein by reference including the following:

- [Privacy Notice](#)

BY REGISTERING FOR, PURCHASING ACCESS TO, ACCESSING, AND/OR USING THE DATATECH911 SERVICES OR OTHERWISE INDICATING ASSENT, YOU REPRESENT AND WARRANT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT ACCESS OR USE THE DATATECH911 SERVICES.

1. DEFINITIONS

“**Account**” means the primary means for accessing and using the DataTech911 Services.

“**Add-On Feature**” means a feature or set of features within the DataTech911 Services that are subject to additional charges (as set forth during the purchase process

“**Administrator**” means a User(s) of an Account which the Client has granted a special authorization to manage the Client's Account.

“**Affiliates**” means any legal entity that controls or owns more than 50% of such entity’s outstanding shares or securities, is controlled by, or under common control with a party.

“**Beta Service**” means any functionality that is in development or has not been commercially released as a final product.

“**Client**” means the legal person or entity establishing an Account to receive access to the DataTech911 Services as identified in the sign-up process.

“**Client Data**” any information processed by the Client through the DataTech911 Services. Client Data excludes the DataTech911 Materials.

“**Client Implementation Data**” any information provided by the Client necessary to configure the Platform for operational use.

“**Credentials**” means all usernames, passwords, and other access credentials created by or assigned to the Client and each of its Users for use of the DataTech911 Services.

“**Data Retention Policy**” means the duration that Client data is available in the Platform.

“DataTech911” means ElanTech, Inc dba DataTech911 or any other of its Affiliates.

“DataTech911 Data” means the following: (i) data that DataTech911 provides to you in or through the DataTech911 Services, (ii) non-personally identifiable data that results from Client’s use of the DataTech911 Services and (iii) aggregated or anonymized data created by DataTech911 as authorized by these Terms.

“DataTech911 Materials” means the visual interfaces, graphics, design, systems, methods, information, computer code, software, services, “look and feel”, organization, compilation of the content, code, data, algorithms, models and all other elements of the DataTech911 Services, including DataTech911 Data.

“DataTech911 Services” means the access that DataTech911 provides to Client to the Platform and the content, services and/or products, and functionality, including any Add-On Features, available on or through the Platform.

“Fee” means the subscription fees and any additional fees owed for using the DataTech911 Services.

“Feedback” means any comment, bug report, feedback, suggestion or modification for the DataTech911 Services that a Client or a User provides to DataTech911.

“Intellectual Property Rights” means the worldwide legal rights or interests in any ideas, designs, architectures, concepts, methods, processes, techniques, apparatus, inventions, discoveries, improvements, technology, know-how, computer programs, databases, and works of authorship, including the following and all rights arising out of or associated therewith: (i) all United States and foreign patents and utility models and applications therefor; (ii) all trade secrets, know-how and confidential or proprietary information; (iii) all copyrights, whether registered or unregistered, and applications therefor, all common-law rights, moral rights; (iv) trademarks, service marks, and trade dress; (v) mask work rights; and (vi) any similar, corresponding, or equivalent rights to any of the foregoing anywhere in the world.

“Platform” means the FirstResponse911 Incident eXchange.

“Privacy Notice” means the notice, as set forth at <https://www.DataTech911.com/en/privacy>, which describes how DataTech911 collects, receives, uses, stores, shares, transfers, and otherwise processes Personal Data (as defined in the Privacy Notice) in connection with Client’s use of the DataTech911 Services. It also describes Client’s choices regarding use, as well as Client’s rights regarding its Personal Data.

“Renewal Date” means the date the Client’s Subscription will automatically renew (annually or monthly depending on the Subscription selected) subject to earlier termination or cancellation as expressly permitted in these Terms.

“Reseller” means a third-party entity that is authorized by DataTech911 to resell DataTech911 Services to Clients.

“Scope of Use” means Client’s entitlements to the Platform specified in the Subscriptions and any purchased Use Packs, which may include: (i) number and type of Users, (ii) purchased functionality.

“Subscription” means usage rights and functionality and associated fees, selected by Client for any DataTech911 Services.

“Subscription Term” means the period Client is permitted to use the DataTech911 Services or applicable Add-On Feature commencing on the date of purchase of the Subscription and concluding on the date of expiration of the Subscription. “Subscription Term” includes the initial Subscription Term and all successive renewals.

“Supplemental Terms” means the additional terms applicable to Client’s use of an Add-On Feature or any third party services.

“Terms” means these DataTech911 Terms of Service including all terms incorporated herein by reference, including any applicable Supplemental Terms, the Acceptable Use Policy, the DPA, and the Privacy Notice.

“Use Pack” means a one-time purchase of increase in the Scope of Use.

“User” means an individual to whom Client grants rights and privileges to use the Account on behalf of a Client.

“User Management” means a group of settings that controls User access to different features and permissions.

2. SUBSCRIPTIONS

To use the DataTech911 Services, Client must first select and pay for a Subscription that includes access to the Platform. Client may also purchase Subscriptions for Add-On Features. The Subscription Term for any Add-On Features will run concurrently with the Subscription Term for the Platform Subscription. Client may be given the opportunity to increase Client’s Scope of Use by purchasing an additional Subscription for additional entitlements (such as use by more Users) or by purchasing a Use Pack (such as the right to temporarily increase usage of an Add-On Feature).

3. DATATECH911 SERVICES

3.1 Use of the DataTech911 Services

Subject to these Terms, and the payment of the applicable Fee, DataTech911 grants Client and its Users the right to access and use the DataTech911 Services in accordance with Client’s Scope of Use and only during the Subscription Term. The Services may not be used for the benefit of anyone other than the Client.

3.2 Modifications to DataTech911 Services

DataTech911 reserves the right to modify the DataTech911 Services or any part or element thereof from time to time without prior notice. DataTech911 shall not be liable to the Client or to any third person for any modification, suspension or discontinuance of any element of the DataTech911 Services.

3.3 Users; Credentials

Client may authorize Users to access and use the Platform solely: (i) in accordance with the Client's Scope of Use; and (ii) for the benefit of Client. Client shall ensure its Users comply with these Terms and Client is responsible for all activities of its Users and how Users access and use Client Data. Each User must have their own Credentials. Credentials may not be shared or used by multiple persons. Credentials may be reassigned to a new User replacing a former User who no longer uses DataTech911 Services. DataTech911 reserves the right to terminate or suspend any User's Credentials that DataTech911 reasonably determines may have been used by an unauthorized third party or in an unauthorized manner. DataTech911 will provide prompt notice of any such termination, or suspension to Client. The Client is responsible for maintaining the confidentiality of all Credentials and is solely responsible for all activities that occur with such Credentials. Client must promptly notify DataTech911 of any actual or suspected, disclosure, loss or unauthorized use of any Credentials.

3.4 Subscription Terms

The initial Subscription Term for each Subscription is either monthly or annual and, unless the Subscription Term is terminated in accordance with Section 13, each Subscription will automatically renew for successive renewal Subscription Terms. Annual Subscriptions will automatically renew for successive years and monthly Subscriptions will automatically renew for successive months.

3.5 Administration of Client's Account

Client acknowledges that it has administrative control over, and is responsible for, who it grants access to Client Data hosted in the DataTech911 Services. Client may specify a User to be the billing owner and, depending on the Subscription, one or more Users to be an Administrator to manage its Account. DataTech911 is entitled to rely on communications from an Administrator when servicing Client's Account. Client's Administrator(s) may have the ability to access, monitor, use, and/or export Client Data as well as change User rights. Client will provide any information requested to confirm User identity. In the event that the Client loses access to an Account or otherwise requests information about an Account, DataTech911 is under no obligation to provide access or information until: (i) DataTech911 has been provided all requested information regarding User identity and (ii) the Client and requesting User have signed an indemnity regarding the access or information provided. For Add-On Features, if a User has authorization to access User Management, then he/she can control other User's access to the Add-On Feature and Client Data access. Add-On Features have different defaults in terms of which Users have access to the Add-On Feature. Generally, that access can be managed through the User Management functionality.

3.6 Technical Support

DataTech911 delivers technical support services for the Subscriptions via email and telephone only. Hours of support are Monday – Friday 8am-6pm ET. The maximum time before a support engineer is assigned to a newly reported issue and fully engaged in working toward its resolution is four (4) business hours. Actual time required for final resolution will vary.

Client can request support by either calling (301) 486-0600 x221 or emailing support@datatech911.com.

Client will assign Technical Contacts who will be responsible for communicating with DataTech911 for technical support issues. DataTech911 will not be held liable for degradation of Platform or DataTech911 Services if the Client has not assigned any Technical Contacts to communicate issues.

DataTech911 support engineers may access Client systems to gather diagnostic information or attempt problem resolution directly.

This support level does not provide Client with on-site technical support.

3.7 Add-On Features

DataTech911 may, from time to time, make Subscriptions for Add-On Features available through the DataTech911 Services. The Client's use of Add-On Features is subject to any applicable Supplemental Terms and the payment of applicable Fees.

3.8 Data Retention Policy

The data retention policy defines a rolling data retention window in which Client Data can be accessed through the DataTech911 Services. The data retention window is determined as

Data Retention Window = timestamp + data retention period

The timestamp is defined as the date/time when the data was entered into the Application(s) by the Client or on behalf of the Client.

The data retention period is configurable and is set during Client implementation.

3.9 Beta Services

Clients may access and use Beta Services for testing and evaluation purposes. DataTech911 reserves the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any Beta Services, with or without notice to Client. By using the Beta Services, you agree that DataTech911 may collect, store, and analyze your Input and usage to improve and develop the DataTech911 Services and you agree to provide to DataTech911 an irrevocable, perpetual license to your Input solely for these purposes. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, DATATECH911 WILL NOT BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY CLAIMS WHATSOEVER RELATED TO OR ARISING OUT OF BETA SERVICES, OR CAUSED BY THE MODIFICATION, SUSPENSION OR DISCONTINUANCE OF BETA SERVICES, FOR ANY REASON.

4. RESTRICTIONS

4.1 Prohibited Activities

Client and its Users may only use the DataTech911 Services within the Scope of Use and in accordance with these Terms and applicable law. Client and any Users may not (and must not permit anyone else to): (i) copy, modify, or create derivative works of the DataTech911 Materials or DataTech911 Services, in whole or in part; (ii) decrypt, circumvent, bypass, breach, or disable any security or other technological features or measures of the DataTech911 Services or DataTech911 Materials; (iii) access or attempt to access or use the DataTech911 Services for purposes of competitive analysis or the development, provision, or use of a competing software service or product; (iv) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the DataTech911 Services to a third party including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service (other than a User as expressly permitted by these Terms); (v) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the DataTech911 Materials, in whole or in part; (vi) remove any proprietary notices from the DataTech911 Services; (vii) perform any security or penetration testing of the DataTech911 Services or DataTech911 Materials; or (viii) use the DataTech911 Services in any manner that is in violation of applicable law. However, where Client has other rights under statute that make any portion of the foregoing contractual prohibition void, Client agrees to provide DataTech911 with reasonably detailed information regarding any intended disassembly or de-compilation. Client may not access the DataTech911 Services if Client is or becomes a direct competitor of DataTech911.

5. DATATECH911'S RESPONSIBILITIES

5.1. Provision of DataTech911 Services

DataTech911 will (i) make the DataTech911 Services available to Client pursuant to these Terms, (ii) provide support as outlined in Section 3.6 for the DataTech911 Services to Client, and (iii) use commercially reasonable efforts to make the DataTech911 Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which DataTech911 will use reasonable efforts to give advance electronic notice such as via an in-application banner), and (b) any unavailability arising from circumstances beyond DataTech911's reasonable control, including, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, pandemic, war, strike or other labor problem, Internet service provider failure or delay or denial of service attack, passage of law or any action taken by a governmental or public authority, including imposing an embargo.

5.2. Protection of Client Data

DataTech911 will maintain reasonable administrative, physical, and technical safeguards designed to maintain the security, confidentiality and integrity of Client Data. Those safeguards will include measures designed to prevent unauthorized access, use, modification or disclosure of Client Data. Additionally, DataTech911 shall only access, use, or modify Client Data: (i) to provide the DataTech911 Services and prevent or address service or technical problems, (ii) as compelled by law in accordance with Section 7.4 (Compelled Disclosure) below, (iii) as permitted by these Terms, or (iv) as Client or User otherwise expressly permits in writing.

6. FEES/PAYMENT

If Client purchases access to the DataTech911 Services through a Reseller, this Section 6 shall not apply and any payment terms shall be set forth in Client's agreement with such Reseller.

6.1 Fees

Client will pay all Fees specified for the selected Subscription and any Add-On Features. Fees may be specified during the sign-up process, or in other notices from DataTech911. Fees are due in advance upon the start of a Subscription Term and each Renewal Date. All Fees are non-refundable. For purposes of clarity, there are no refunds or credits for periods where the Client did not use an activated Account, used it only partially, deactivated the Account or terminated these Terms during a Subscription Term, or where an Account is terminated or suspended by DataTech911 in accordance with these Terms. All Fees are exclusive of all taxes, levies or duties applicable under any applicable law, unless stated otherwise herein. DataTech911 reserves the right to modify the Fees for any Subscription or Add-On Feature upon at least one month's prior notice to Client, provided that any such modification will not take effect until the next Renewal Date for existing Subscription Terms.

6.2 Payment

Client authorizes DataTech911 to automatically charge Client the applicable Fees on or after the start of the Subscription Term and each Renewal Date. If a Client wishes to reduce the number of Users, change Subscriptions, or cancel a Subscription, it must do so prior to the Renewal Date. Clients may cancel their Subscription anytime as outlined below, which cancellation will be effective as of the end of the then-current Subscription Term. For the avoidance of doubt, under no circumstances will a cancellation result in a refund of Fees paid.

6.3 Direct Debit Payments

If Client agrees, DataTech911 may elect that Client complete a bank debit mandate to enable bank debit payments. In such cases, DataTech911 shall comply with all applicable national rules and regulations related to direct debit payments.

6.4 Electronic Invoice

Before each Renewal Date, Client will be issued an electronic invoice for the Fee due. Client must pay the invoice by the due date indicated on the invoice.

6.5 Late Payment Charges; Suspension

If Client does not pay all amounts when due: (i) those amounts may accrue late interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; (ii) Client will reimburse DataTech911 for all costs reasonably incurred by DataTech911 in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) DataTech911 may immediately suspend all access to the Client's Account. Client will have 180 days to provide an authorized payment method to reactivate their Account, otherwise DataTech911 may permanently delete the Account, including all Client Data.

7. CLIENT DATA /PRIVACY

7.1 Rights to Client Data

Client retains all of Client's rights, title and interest in and to the Client Data.

Client represents, warrants and covenants that: (i) Client either owns its Client Data or has the necessary licenses, rights consents, and permissions to grant the rights and license set forth in these Terms, and (ii) the use of Client Data as part of the DataTech911 Services, or DataTech911's or any DataTech911's licensee's use of such Client Data pursuant to these Terms, does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any Intellectual Property Right, privacy right, publicity right, or other rights of any person or entity; (b) violate any applicable law or regulation anywhere in the world; or (c) require DataTech911 to obtain a license from or pay any fees and/or royalties to any third party for the exercise of any rights granted in these Terms.

Client hereby grants to DataTech911 a non-exclusive, term-limited, sublicensable (through multiple tiers), worldwide, royalty-free and fully paid license to reproduce, distribute and otherwise use and display the Client Data to provide the DataTech911 Services. For clarification, to the extent permitted by applicable law, DataTech911 may use Client Data to support and develop features and functionality within the DataTech911 Services and similar products and services.

DataTech911 may also analyze system activity data associated with use of the DataTech911 Services by Client and its Users for the purposes of optimizing, improving or enhancing the way the DataTech911 Services operate, and to create new Features and functionality in connection with the DataTech911 Services in the sole discretion of DataTech911. During or after the use of the DataTech911 Services by Client, DataTech911 may, and Client hereby instructs DataTech911 to, anonymize or aggregate Client Data and use such anonymized or aggregated data for any purpose.

7.2 Responsibility for Client Data

Client is solely responsible for Client Data, including the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data as well as the consequences of posting or publishing Client Data on or through the DataTech911 Service. The Client assumes all responsibility for ensuring that the Client Data they post or publish to any DataTech911 service complies with all applicable laws, regulations, and security requirements.

7.3 Client Implementation Data

For Client Implementation, specific Client provided data is necessary. For Client provided data (which may include but is not limited to Shapefiles (preferably in WGS84 projection) and problem nature mappings, the Client is responsible for providing updates 30 days in advance of operational need.

Client is responsible to convey in a timely manner any changes to the operational environment (e.g., network, CAD, call-taking process) that would adversely or otherwise affect the operations of

the Platform or DataTech911 Services and that DataTech911 will not be held liable for any issues that arise from such change.

7.4 Compelled Disclosures

DataTech911 may disclose a Client's confidential information (including Client Data) to the extent compelled by law to do so. DataTech911 will use commercially reasonable efforts to provide Client with prior notice of the compelled disclosure (to the extent legally permitted) and Client shall provide reasonable assistance, at its cost, if Client wishes to contest the disclosure. If DataTech911 is compelled by law to disclose Client's confidential information as part of a civil proceeding to which DataTech911 is a party, and Client is not contesting the disclosure, Client will reimburse DataTech911 for its reasonable cost of compiling and providing access to that confidential information.

7.5 Privacy

DataTech911's Privacy Notice is available at www.DataTech911.com/privacy.

8. CONFIDENTIALITY

8.1 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/or the circumstances of disclosure. Confidential Information of Client includes Client Data; Confidential Information of DataTech911 includes the DataTech911 Services and the DataTech911 Materials. Confidential Information of each party includes 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 (i) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2 Protection of Confidential Information

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with these Terms and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein.

8.3 Compelled Disclosure

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. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 DataTech911's Intellectual Property Rights

Client acknowledges that, as between DataTech911 and Client, DataTech911 and its Affiliates own all Intellectual Property Rights associated with the DataTech911 Materials and DataTech911 trade names and trademarks. DataTech911 Materials are protected by copyright, trade dress, patent, trade secrets, and trademark laws, international conventions and treaties, and all other relevant intellectual property and proprietary rights laws. Except as set forth in these Terms, Client's use of the DataTech911 Services and DataTech911 Materials, and any parts or elements, does not grant to Client any ownership right or intellectual property rights therein. DataTech911 reserves all rights not expressly granted to Client in these Terms. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any Intellectual Property Rights or other right, title, or interest in or to the DataTech911 Services, Platform, DataTech911 Materials and DataTech911 trade names and trademarks.

9.2 Feedback

If a Client or a User provides DataTech911 with any Feedback, DataTech911 shall have the right to use such Feedback at its discretion, including the incorporation of such suggested changes into the DataTech911 Services.

Client or User hereby grants DataTech911 a perpetual, irrevocable, nonexclusive, assignable, sub-licensable (through multiple tiers), royalty free license under all rights necessary to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit and use Feedback for any purpose.

10. DISCLAIMERS; NO WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DATATECH911 SERVICES, DATATECH911 MATERIAL, PLATFORM AND ANY CONTENT AND FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE DATATECH911 SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED AND DATATECH911 AND ITS

AFFILIATES DISCLAIM ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WHETHER EXPRESS, IMPLIED, ARISING BY LAW, USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, CORRECTNESS, ACCURACY, AND RELIABILITY.

NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE, OR PERFORMANCE THAT ARE NOT CONTAINED IN THESE TERMS SHALL BE DEEMED TO BE A WARRANTY, CONDITION, REPRESENTATION, OR GUARANTY BY DATATECH911. WITHOUT LIMITING THE FOREGOING, DATATECH911 AND ITS AFFILIATES DO NOT WARRANT (I) THAT THE DATATECH911 SERVICES AND ANY CONTENT OR FEATURES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE DATATECH911 SERVICES WILL BE FREE FROM ANY INTERRUPTIONS, DELAYS, INACCURACIES, SERVER DOWN-TIME, ERRORS, OR OMISSIONS, (II) THAT DEFECTS WILL BE CORRECTED, (III) THE PERFORMANCE OR RESULTS CLIENT MAY OBTAIN BY RECEIVING OR USING THE DATATECH911 SERVICES, OR (IV) THAT THE DATATECH911 SERVICES WILL MEET CUSTOMER'S OR ANY OTHER PARTY'S REQUIREMENTS.

ALL PROFESSIONAL SERVICES, INCLUDING BUT NOT LIMITED TO IMPLEMENTATION, DATA IMPORT, TRAINING, CONSULTING, AND SUPPORT SERVICES, ARE PROVIDED ON AN "AS-IS" BASIS WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE CUSTOMER ACKNOWLEDGES THAT RESULTS FROM PROFESSIONAL SERVICES MAY VARY AND THAT DATATECH911 DOES NOT GUARANTEE ANY SPECIFIC OUTCOMES OR RESULTS FROM SUCH SERVICES. BY PROVIDING DATATECH911 OR ITS REPRESENTATIVES WITH ACCESS TO THE CUSTOMER'S ACCOUNTS, WHETHER DIRECTLY OR VIA A THIRD-PARTY APPLICATION, THE CUSTOMER CONSENTS TO SUCH ACCESS AND AGREES THAT DATATECH911 SHALL NOT BE LIABLE FOR ANY ISSUES, ERRORS, OR DAMAGES ARISING FROM SUCH ACCESS OR RELATED ACTIONS.

11. INDEMNIFICATION

11.1 DataTech911 Indemnification

1. Subject to the exclusions below, DataTech911 will, at DataTech911's expense, defend and/or settle any claim, suit or proceeding brought by a third party against Client or Client's officers, directors, employees, agents and affiliates (collectively, "**Client Parties**") alleging that the Platform, as provided by DataTech911, infringes any copyright, trademark, trade secret or patent protectable under U.S. law. In addition, DataTech911 will pay any judgment awarded against the Client Parties or any settlement amount agreed to by DataTech911 for the indemnified claim. Notwithstanding the foregoing, DataTech911 shall have no indemnity or other defense obligations in relation to any functionality or services that are being used or are identified as trial use, evaluation use, or beta. THIS INDEMNITY IS THE CLIENT PARTIES' EXCLUSIVE REMEDY AND DATATECH911'S SOLE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

2. DataTech911 will have no obligation under Section 11.1(1) with respect to any claim of infringement arising out of or based upon: (i) Client Data; (ii) use of the DataTech911 Services in any manner other than as expressly authorized and contemplated in these Terms; (iii) the combination of the DataTech911 Services with any other software, hardware, material, or processes; or (iv) Client otherwise causing the DataTech911 Services to become infringing (collectively, the “**Indemnity Exclusions**”).
3. If DataTech911 reasonably believes that a claim of infringement relating to the DataTech911 Services may arise, DataTech911 may, without limiting DataTech911’s indemnity obligations hereunder, procure the right for Client to continue to use the DataTech911 Services or modify the DataTech911 Services in a functionally equivalent manner so as to avoid such claim of infringement. If the foregoing options are not available on commercially reasonable terms and conditions (in DataTech911’s determination), DataTech911 may immediately terminate these Terms and refund to Client a prorated amount of prepaid Fees for access to the Services actually paid by Client for the remainder of the Subscription Term.
4. Client Parties that receive notice, or become aware, of a claim that DataTech911 has agreed to defend under this Section must give DataTech911 prompt written notice of such claim or allegation setting forth in reasonable detail the facts and circumstances surrounding the claim. The Client Parties will not make any payment or incur any costs or expenses with respect to such claim, except as requested by DataTech911 or as necessary to comply with this procedure. The Client Parties will not make any admission of liability or take any other action that limits the ability of DataTech911 to defend the claim. DataTech911 shall have the right to assume full and complete control of the defense or settlement of such claim or allegation. The Client Parties will fully cooperate in the defense or settlement of the claim as reasonably requested by DataTech911.

11.2 Client Indemnification

Client will, at Client’s expense, defend and/or settle any claim, suit or proceeding brought by a third party against DataTech911 and its Affiliates, and their respective directors, officers, employees and agents (collectively, “**DataTech911 Parties**”), arising out of Client’s (or any Client User’s) use or misuse of the DataTech911 Services, DataTech911 Materials, representations made to DataTech911, its Affiliates and/or third parties, violation or breach of these Terms, violation of the rights of any other person or entity, or any Indemnity Exclusions. DataTech911 reserves the right, at its own expense, to assume the exclusive defense and control of any matter for which Client is required to indemnify DataTech911, and Client agrees to cooperate with such defense of these claims.

12. LIMITATION OF LIABILITY

12.1 No Liability

DataTech911 shall not be liable to the Client or User for any consequences resulting from:

1. any modifications in these Terms, modification of the DataTech911 Services, DataTech911 Material, Account usage by Client or any part or element thereof, including, but not limited

to, any error, permanent or temporary interruption, discontinuance, suspension or other type of unavailability of the DataTech911 Services or DataTech911 Materials;

2. deletion of, corruption of, or failure to store any Client Data;
3. use of Client Data by the Client or any of the Users associated with the Account;
4. upgrading or downgrading of a current Subscription by Client;
5. any disclosure, loss or unauthorized use of the login credentials of Client or any User due to Client's failure to keep them confidential;
6. Client's use of the Account or the DataTech911 Services by means of web browsers other than those accepted or supported by the DataTech911;
7. the application of any remedies against the Client or Users by DataTech911; for example, if the Client or User has committed a crime or conducted a breach of applicable law by using the DataTech911 Services or any part or element thereof;
8. the differences between technologies and platforms used for access; for example, if certain Features, functions, parts or elements of the DataTech911 Services are designed for use on a personal computer or laptop and do not function on a mobile platform or a tablet;
9. DataTech911's application of the remedies described in these Terms, even if the reasonable grounds or legal basis for the application of these remedies turned out to be unfounded or invalid afterwards.

In addition, DataTech911 and its Affiliates shall not be liable to the Client for any claim by any User, person, organization, or third persons against the Client arising out of the Client's failure to:

1. provide DataTech911 with accurate information about the Client, Users or Account;
2. notify DataTech911 of any reasons due to which a User does not have the right to use the Account on behalf of the Client;
3. provide any DataTech911 Services or Features which it has agreed to provide to any person or organization (whether such failure arises as a result of DataTech911's negligence, breach of these Terms or otherwise);
4. ensure the lawfulness of the Client Data;
5. obtain the necessary rights to use the Client Data; or
6. abide by any of the restrictions described in these Terms.

12.2 Limitation of Liability

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE DATATECH911 PARTIES ARISING OUT OF OR RELATED TO THESE TERMS OR ITS SUBJECT MATTER, WHETHER IN RESPECT OF A SINGLE OCCURRENCE OR A SERIES OF OCCURRENCES, EXCEED THE TOTAL AMOUNT PAID BY CLIENT UNDER THESE TERMS TO DATATECH911 FOR THE SPECIFIC DATATECH911 SERVICES GIVING RISE TO THE LIABILITY IN THE SIX MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH LIABILITY

AROSE UNDER THESE TERMS. THIS LIMITATION OF LIABILITY IS AN AGGREGATE LIMIT AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE CLAIM OR INCIDENT GIVING RISE TO LIABILITY.

12.3 Exclusion of Consequential and Related Damages

IN NO EVENT WILL THE DATATECH911 PARTIES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR ITS SUBJECT MATTER FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES HOWEVER ARISING.

12.4 THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES IN SECTIONS 12.2 and 12.3 SHALL APPLY: (i) TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS OR ELSEWHERE; (ii) TO ALL CLAIMS IN THE AGGREGATE ARISING UNDER OR RELATING TO THESE TERMS OR THE SUBJECT MATTER OF THESE TERMS; (iii) REGARDLESS OF THE LEGAL OR EQUITABLE THEORY UNDER WHICH THE CLAIM ARISES, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, STRICT LIABILITY, OR OTHERWISE; (iv) REGARDLESS OF WHETHER DATATECH911 HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES; AND (v) REGARDLESS OF IF THE REMEDIES AVAILABLE UNDER THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

12.5 THE DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY CONTAINED IN THESE TERMS ARE FUNDAMENTAL PARTS OF THE BASIS OF DATATECH911'S BARGAIN HEREUNDER, AND CLIENT ACKNOWLEDGES THAT SUCH PROVISIONS REPRESENT A REASONABLE ALLOCATION OF RISK.

Since some jurisdictions do not allow certain limitations or exclusions of warranties or liability, some or all of the limitations and exclusions set forth in this Section 12 may be held unenforceable as applied to Client Parties. In such cases, DataTech911's liability shall be limited to the greatest extent permitted under applicable law.

13. TERMINATION/SUSPENSION

13.1 For Convenience

These Terms and Client's access to the DataTech911 Services may be terminated for convenience in the following situations:

1. by the Client at any time by: (i) by informing DataTech911 in writing that DataTech911 Services subscriptions should be terminated or (ii) by means agreed upon between the Client and the Reseller, if Client is paying for the DataTech911 Service via a Reseller; provided, however, that any such termination shall not be effective until the next Renewal Date;
2. by DataTech911 effective upon the next Renewal Date;

3. by DataTech911 at any stage and for any reason, provided that the DataTech911 will provide a pro rata refund of any prepaid, unused Fees for the remainder of the Subscription Term; or
4. immediately by either party, if proceedings are initiated for the other party's liquidation or insolvency or a negotiated settlement with the other party's creditors is concluded or an assignment is made on behalf of the other party for the benefit of creditors.

13.2 For Default

These Terms and Client's access to the DataTech911 Services may be terminated for default upon written notice to the other party in accordance with Section 14.7 "Notice":

1. by either party if the other party breaches these Terms and does not cure the breach within 30 days of receipt of a notice specifying the breach in reasonable detail;
2. immediately by DataTech911 if Client breaches its obligations under Section 4 "Restrictions", 7 "Client Data/Privacy", 9 "Intellectual Property Rights" or 11 "Indemnification"; or
3. by DataTech911 with immediate effect if: (i) Client's use of the DataTech911 Services is suspected, in DataTech911's sole discretion, of illegal activity, (ii) requests made by law enforcement, judicial order or other government agencies for such termination, or (iii) if Client's use of the DataTech911 Services endangers the property of others, the website or the Platform.

13.3 Effect of Termination

Upon termination of these Terms any reason whatsoever:

1. DataTech911 shall deactivate and permanently delete the Account and all Client Data in the DataTech911 Services within 180 days of the effective date of termination of these Terms and/or Client's access to the DataTech911 Services. If the Client specifically requests an earlier deletion of the Account and all Client Data, DataTech911 shall fulfill the request within one (1) month of its receipt.
2. Client must:
 - stop using and prevent the further usage of the DataTech911 Services;
 - pay any amounts owed to DataTech911 under these Terms; and
 - discharge any liability incurred by the Client under these Terms prior to the termination.
3. Except as otherwise set forth herein, in no event shall Client receive a refund of any Fees prepaid hereunder.
4. The following provisions shall survive the termination of these Terms: Sections 1, 4, 6, 7- 12, and 14.

13.4 Suspension

DataTech911 has the right to suspend access to all or any part of the DataTech911 Service or an Account, including removing content, at any time, with or without notice, and for any period of time, if: DataTech911 determines that (i) there is a threat or attack on any of the DataTech911 Services; (ii) Client's or any User's use of the DataTech911 Services disrupts or poses a security risk to the DataTech911 Services or to any other customer or vendor of DataTech911; (iii) Client or any User, is using the DataTech911 Services for fraudulent or illegal activities; (iv) subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) DataTech911's provision of the DataTech911 Services to Client or any User is prohibited by applicable law; (vi) Client is, or reasonably suspected by DataTech911 to be, in breach of these Terms; or (vii) usage by Client or its Users of the DataTech911 Service to be excessive in relation to other DataTech911 Service users, (viii) to protect the integrity, operability, and security of the DataTech911 Service, or (viii) in accordance with Section 6.5 (collectively, a "**Service Suspension**"). Unless prohibited by law or legal process or to prevent imminent harm to the DataTech911 Service or any third party, DataTech911 typically provides notice of a Service Suspension in the form of a banner or email on or before such suspension. DataTech911 will, in its discretion and using good faith, tailor any suspension as needed to preserve the integrity, operability, and security of the DataTech911 Services. DataTech911 shall have no obligation to provide Client with any credit or refund of prepaid Fees due to suspension in accordance with these Terms. DataTech911 will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any User may incur as a result of a Service Suspension and shall have no obligation to refund any Fees in connection with a Service Suspension.

14. GENERAL

14.1 Relationship of the Parties

The parties will act solely as independent contractors. These Terms shall not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between Client and DataTech911, and Client shall not represent to the contrary, whether expressly, by implication, appearance or otherwise. These Terms are not for the benefit of any third parties.

14.2 Severability

If any term, condition or provision of these Terms is held to be invalid, unenforceable or illegal in whole or in part for any reason, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties. The validity and enforceability of the remaining terms, conditions or provisions, or portions of them, shall not be affected.

14.3 Entire Agreement

These Terms, including the additional terms incorporated herein by reference, are the entire agreement between Client and DataTech911 regarding Client's use of the DataTech911 Services, DataTech911 Materials and the Platform and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of these Terms

will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. As used in this Agreement, the terms “including,” “include,” and “includes” are not limiting and shall be deemed to be followed by the phrase “without limitation.” DataTech911’s remedies specified in these Terms are cumulative and are in addition to and not in substitution for any other rights and remedies available to DataTech911 at law, in equity, or otherwise.

14.4 Modification

DataTech911 reserves the right, in its sole discretion, to modify the Terms from time to time. Notification of such modifications may be posted on or through the Platform or the DataTech911 Services through, for example, an in-app notification) or by posting at <https://www.DataTech911.com/en/legal>. Modifications to these Terms will take effect at the earlier of (i) the first Renewal Date following posting, or (ii) thirty (30) days after posting (the “Amended Date”). If Client does not wish to be bound by the modifications, then Client must cancel prior to the Amended Date in accordance with Section 13 above. Client’s continued use of the DataTech911 Services constitutes its acceptance of these Terms and any modifications.

14.5 Assignment

Client may not, directly or indirectly, in whole or in part, by operation of law or otherwise, assign or transfer these Terms or delegate any of its rights and/or obligations under these Terms without DataTech911’s prior written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable. Notwithstanding the foregoing, the Client may assign this Agreement without consent upon written notice to DataTech911: (1) to any credit-worthy entity controlled by, or under common control with the Client that assumes all of Client’s obligations under this Agreement; or (2) in connection with a merger, reorganization, transfer, sale of assets or product lines, or change of control or ownership of the Client provided the surviving entity is credit worthy and assumes all of Client’s obligations under this Agreement. The notice of assignment must include the name and billing information of the assignee. DataTech911 may freely assign or transfer these Terms or delegate any of its rights and/or obligations under these Terms without restriction.

14.6 No Waiver

No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise expressly set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14.7 Notices

Except as otherwise specified in the Terms, all notices related to the Terms from Client to DataTech911 will be in writing and will be effective upon (i) personal delivery, (ii) the second business day after mailing, or (iii), except for notices of termination or an indemnifiable claim, which shall clearly be identifiable as “Legal Notices”, the day of sending by email. Billing-related

notices to Client will be addressed to the relevant billing contact designated by Client. All other notices to Client will be addressed to the Client system administrator designated by Client in the Platform or will be provided using banners or pop-ups within the Platform.

14.8 Force Majeure

In no event shall DataTech911 be liable, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond DataTech911's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, cyber attacks, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.