ATTACHMENT A

CRISISGO APPLICATION LICENSE AGREEMENT
TERMS AND CONDITIONS

These terms govern CrisisGo, Inc.'s ("**Company**") provision of, and Licensee's use of, the Application under the CrisisGo Application License Agreement ("**Agreement**"). For the purposes of this Agreement, the term "**Application**" shall refer to and consist of the following: (i) the CrisisGo mobile software application and the software application, including, without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation and other components; (ii) any updates, modifications or enhancements to the items listed in subsection (i) which Company makes available to Licensee in accordance with Section 3; and (iii) the services available through the mobile software application and the software application.

The Application is licensed, not sold, to Licensee by Company for use strictly in accordance with the terms and conditions of this Agreement.

1. **License Grant and Restrictions on Use.**
   1.1 **License Grant.** Subject to the terms and conditions of this Agreement and the Company's Terms of Use ("**Terms of Use**"), during the Term, Company grants Licensee and its Authorized Users a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to download and install the Application on devices owned and controlled by Licensee and Authorized Users ("**Devices**") and to use the Application on such Devices in accordance with any documentation provided by Company, including without limitation, the Company's Terms of Use and Privacy Policy ("**Documentation**"). For the purposes of this Agreement, "**Authorized Users**" are Licensee's employees and independent contractors, subject to any limitations and restrictions set forth on an order form executed by Company ("**Order**").

   1.2 **Restrictions on Use.** Licensee shall not (and shall not permit any third party to): (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Application, except to the extent the foregoing restrictions are expressly prohibited by applicable law; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the Application; (c) violate any applicable laws, rules or regulations in connection with Licensee's access or use of the Application; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Company or its affiliates, partners, suppliers or the licensors of the Application; (e) resell, lease, distribute, transfer or otherwise make available the Services on a time-sharing or service bureau basis, or otherwise use the Application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (f) make the Application available to any third party other than Authorized Users; (g) use the Application for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by Company; (h) use the Application to send automated queries to any website or to send any unsolicited commercial e-mails, text messages, or other commercial messages without prior written consent of CrisisGo; (i) provide Licensee Content that is infringing, libelous, disparaging, or is otherwise unlawful or tortious material, or to store or transmit material in violation of any third-party's proprietary or privacy rights; (j) use the Services to promote any unlicensed, unfair, or illegal classes or activities or for deceptive or illegal purposes; (k) use the Application to store or transmit malicious code; (l) use or access the Application in any way that potentially harms, harms, or otherwise threatens the reputation, integrity, performance, or availability of Company, any Company client, the Application or any data therein; or (m) attempt to gain unauthorized access to the Application, other users' content, or any data stored or processed therein. Company may restrict or prohibit use or access to the Proprietary Items if Company suspects such use or access is a breach of this Agreement, does not comply with the Documentation or the limitations set forth in an Order, or is otherwise objectionable or threatens the reputation of Company, any Company client, the Application or any data therein.

   1.3 **Compatibility.** COMPANY DOES NOT WARRANT THAT THE APPLICATION WILL BE COMPATIBLE OR INTEROPERABLE WITH ANY DEVICE OR ANY OTHER PIECE OF HARDWARE, SOFTWARE, EQUIPMENT OR DEVICE

INSTALLED ON OR USED IN CONNECTION WITH ANY DEVICE. FURTHERMORE, LICENSEE ACKNOWLEDGES THAT COMPATIBILITY AND INTEROPERABILITY PROBLEMS CAN CAUSE THE PERFORMANCE OF A DEVICE TO DIMINISH OR FAIL COMPLETELY, AND MAY RESULT IN PERMANENT DAMAGE TO SUCH DEVICE, LOSS OF THE DATA LOCATED ON SUCH DEVICE, AND CORRUPTION OF THE SOFTWARE AND FILES LOCATED ON SUCH DEVICE. LICENSEE ACKNOWLEDGES AND AGREES THAT THE COMPANY PARTIES SHALL HAVE NO LIABILITY TO LICENSEE FOR ANY LOSSES SUFFERED RESULTING FROM OR ARISING IN CONNECTION WITH COMPATIBILITY OR INTEROPERABILITY PROBLEMS.

2. **Intellectual Property Rights.**

   2.1 **Ownership and Rights to Application.** Licensee acknowledges and agrees that the Application and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith are, and shall remain, the property of Company. Furthermore, Licensee acknowledges and agrees that the source and object code of the Application and the format, directories, queries, algorithms, structure and organization of the Application are the intellectual property and proprietary and confidential information of Company and its affiliates, licensors and suppliers. Except as expressly stated in this Agreement, Licensee is not granted any intellectual property rights in or to the Application by implication, estoppel or other legal theory, and all rights in and to the Application not expressly granted in this Agreement are hereby reserved and retained by Company.

   2.2 **Third Party Software.** The Application may use or include third party software that is subject to open source and third party license terms ("**Third Party Software**"). Licensee acknowledges and agrees that its right to use such Third Party Software as part of the Application is subject to and governed by the terms and conditions of the open source or third party license applicable to such Third Party Software, including, without limitation, any applicable acknowledgements, license terms and disclaimers contained therein. In the event of a conflict between the terms of this Agreement and the terms of such open source or third party licenses, the terms of the open source or third party licenses shall control with regard to Licensee's use of the relevant Third Party Software. In no event shall the Application or components thereof be deemed to be "open source" or "publicly available" software.

   2.3 **Company's Marks.** Licensee is not authorized to use the Company trademarks in any advertising, publicity or in any other commercial manner without the prior written consent of Company, which may be withheld for any or no reason.

   2.4 **Feedback.** Licensee agrees that submission of any ideas, suggestions, documents, and/or proposals by Licensee or any of its Authorized Users to Company (**"Feedback"**) is at Licensee's own risk and that Company has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. Licensee represents and warrants that Licensee has all rights necessary to submit the Feedback. Licensee hereby grants to Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Application.

3. **Support.** Company shall have no obligation to provide any services to Licensee, including but not limited to, training, implementation, or any support or maintenance in excess of Company's standard support policy, unless Client purchases such services as set forth in an Order. From time to time in accordance with Company's generally applicable procedures, Company may make available to Licensee updates, upgrades, enhancements, and error corrections to the services that Licensee has purchased at no additional charge when such updates, upgrades, enhancements and error corrections are generally made available to its other clients at no additional charge.

4. **Usernames and Passwords**. Company will provide each Authorized User a unique username and password to enable such Authorized User to use the Application pursuant to this Agreement. Client will ensure that each username and password issued to an Authorized User will be used only by that Authorized User. Client is responsible for

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maintaining the confidentiality of all Authorized Users' usernames and passwords, and is solely responsible for all activities that occur under these usernames. Client agrees: (a) not to allow a third party to use Client's accounts, usernames or passwords at any time; and (b) to notify Company promptly of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of this Agreement. Company reserves the right to terminate any accounts, usernames, or passwords that Company reasonably determines may have been used by an unauthorized third party. Authorized User accounts and their associated usernames and passwords cannot be shared or used by more than one individual Authorized User, but may be reassigned from time to time to a new Authorized User who is replacing a former Authorized User who has terminated employment or otherwise changed job status or function and no longer uses the Application. Client is solely responsible for all access to and use of the Application by its Authorized Users and all access to and use of the Application through any Authorized User's account.

5. **Licensee Responsibilities**. Prior to creating accounts for Authorized Users and providing personal data of such users to the Services, Licensee represents and warrants that Licensee will obtain the express consent of each Authorized User to provide such Authorized User's personal data to the Services and for the Services to use such personal data to send e-mail and SMS audio and text messages to such Authorized User, including through the use of automated technology. Licensee shall (a) be responsible for Authorized Users' acts and omissions; (b) use commercially reasonable efforts to prevent unauthorized access to or use of the Application, and notify Company promptly of any such unauthorized access or use; (c) use the Application only in accordance with this Agreement and the Documentation and in compliance with all applicable laws and regulations; (d) reasonably cooperate with Company as necessary for Company to perform its obligations under this Agreement; (e) be responsible for all Licensee Content, including without limitation, ensuring the correct configuration of the information in the Application, ensuring the accuracy of information included in the Licensee Content, and obtaining all rights necessary to use, distribute, and otherwise disseminate such Licensee Content for the purposes contemplated under this Agreement; (f) be responsible for disseminating to applicable users accurate instructions to access Licensee Content and providing timely notice of any Licensee Content updates to such users; (g) ensure that each Authorized User agrees to, and complies with, the Terms of Use; (h) be responsible for ensuring the accessibility and stability of its local area network to access the Application; (i) be responsible for emergency preparedness training for Authorized Users, including without limitation, efficient use of the Application; and (j) be responsible for maintaining current and accurate contact information of all Authorized Users on the Services, including prompt updates of any phone number changes. Licensee acknowledges and agrees that the Application is provided for informational purposes only and Licensee shall not rely solely on the Application to handle emergency situations.

   COMPANY MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES TO LICENSEE REGARDING THE CONTENT OF THE EMERGENCY MANAGMENT PLAN UTILIZED BY LICENSEE AS PART OF LICENSEE'S USE OF THE APPLICATION. ANY CONTENT PROVIDED BY COMPANY FOR AN EMERGENCY MANAGEMENT PLAN IS NOT A TEMPLATE AND IS INTENDED ONLY AS A STARTING POINT FOR LICENSEE TO DEVELOP ITS OWN EMERGENCY MANAGEMENT PLAN BASED ON ITS LOCALIZED EMERGENCY PROCESSES AND REQUIREMENTS. LICENSEE AGREES AND UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR THE CONTENT OF THE EMERGENCY MANAGEMENT PLAN TO BE ACCESSED THROUGH THE APPLICATION. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY FOR DAMAGES ARISING AS A RESULT OF THE CONTENT OF THE EMERGENCY MANAGEMENT PLAN UTILIZED BY LICENSEE.

6. **Use of Information.** Licensee hereby authorizes and consents to the Company's collection, use, and disclosure of personal data in accordance with the terms of the Company's Privacy Policy.

7. **Licensee Content.** Licensee acknowledges that all information, data, materials, and other content posted, transmitted, or otherwise made available by Licensee or its Authorized Users ("**Licensee Content**") is the sole responsibility of the Licensee. Licensee, and not Company, is entirely responsible for all Licensee Content, including without limitation, compliance of Licensee Content with the Terms of Use.

8. **Third Party Content**

   8.1 **General.** Licensee acknowledges that the Application permits Licensee to import information and materials created by third parties, including without limitation, other users (e.g., disaster plans) ("**Third Party Content**").

   8.2 **Disclaimer.** Licensee acknowledges that Company does not investigate, monitor, represent or endorse the Third Party Content. Furthermore, Licensee's use of the Third Party Content is at Licensee's sole discretion and risk, and the Company Parties (as defined below) shall have no liability to Licensee arising out of or in connection with Licensee's use of the Third Party Content.

   8.3 **Endorsements.** Licensee acknowledges and agrees that the provision of access to any Third Party Content shall not constitute or imply any endorsement by Company or its affiliates of such Third Party Content. Company reserves the right to restrict or deny access to any Third Party Content otherwise accessible through the Application, although Company has no obligation to restrict or deny access even if requested by Licensee.

   8.4 **Use of Third Party Content.** Licensee agrees that Licensee will not use any of the Third Party Content in a manner that would infringe or violate the rights of any other party or otherwise violate any laws or regulations and that Company is not in any way responsible for any such use by Licensee.

9. **Confidential Information.**

   9.1 **General.** Each party (the "**Disclosing Party**") may from time to time during the Term disclose to the other party (the "**Receiving Party**") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("**Confidential Information**"). The Disclosing Party will mark all Confidential Information in tangible form as "confidential" or "proprietary" or with a similar legend. The Disclosing Party will identify all Confidential Information disclosed orally as confidential at the time of disclosure and provide a written summary of such Confidential Information to the Receiving Party within thirty (30) days after such oral disclosure. Regardless of whether so marked or identified, however, any information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party, will be considered Confidential Information of the Disclosing Party.

   9.2 **Protection of Confidential Information.** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose other than to fulfill its obligations or exercise its right under this Agreement. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

   9.3 **Exceptions.** The Receiving Party's obligations under Section 9.2 with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order or a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

   9.4 **Return of Confidential Information.** The Receiving Party will either, at its option, return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has

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fully complied with its obligations under this Section 9.4.

10. **Payments**

10.1 **Fees and Expenses**. Licensee shall pay to Company, without offset or deduction, the fees and expenses as determined under any Orders and this Agreement. Company reserves the right to increase the fees each year. All such fees shall be due and payable within thirty (30) calendar days after an invoice is issued by Company.

10.2 **Taxes**. The fees and other amounts payable by Licensee to Company do not include any taxes of any jurisdiction that may be assessed or imposed upon the Application, or otherwise, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon Company's net income. Licensee shall directly pay any such taxes assessed. Licensee shall promptly reimburse Company for any taxes payable or collectable by Company (other than taxes based upon Company's net income). If Licensee has provided Company with proof of its tax exempt status, then, in the event that Licensee's tax exempt status should become altered, Licensee shall be obligated to notify Company immediately of any such modification and Licensee shall become liable for all taxes as set forth above. In the event Licensee fails to notify Company of any such change, Licensee shall be liable for payment of any tax related penalties or interest assessed against Company or Licensee as a result of such Licensee failure.

10.3 **Payment Terms**. Company may accept and process payment (including renewals) from Licensee by either credit card (e.g., Visa, MasterCard, or any other issuer accepted by Company), wire transfer, or check, as mutually agreed. If payment will be made by credit card, Company will process payment (including renewals) from Licensee based on any credit card Information Company is provided by Licensee. Licensee's credit card agreement governs its use of the designated credit card or account. By providing Company with credit card information, Licensee agrees that Company is authorized to invoice and charge Licensee's account for all fees and charges due and payable to Company and that no additional notice or consent is required. If Licensee's credit card issuer rejects any amount charged on Licensee's credit card, then Company will notify Licensee thereof and Licensee will timely pay the fees and expenses by check or wire transfer. If payment will be made by check or wire transfer, amounts owed to Company will be invoiced to Licensee's address for invoices as designated by Licensee or, if not designated, then to the address printed on this Agreement. If any Licensee payment is more than thirty (30) days past due, interest at the rate of twelve percent (12%) per annum (or, if lower, the maximum rate permitted by applicable law) shall accrue. All fees and other amounts paid by Licensee under this Agreement are non-refundable except as otherwise set forth in this Agreement. All dollar amounts referred to in this Agreement are in United States Dollars.

10.4 **Suspension**. In the event that Licensee's account is more than thirty (30) days overdue on any payment for any reason, Company shall have the right, in addition to its remedies under this Agreement or pursuant to applicable law, to suspend Licensee's use of the Application, without further notice to Licensee, until Licensee has paid the full balance owed, plus any interest due.

11. **Term and Termination**

11.1 **Term.** The initial term of this Agreement shall be the term stated in Attachment B to the CrisisGo Application License Agreement ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall be automatically renewed on the same terms and conditions herein for successive one-year periods at Company's then-current pricing, unless Licensee provides written notice to Company of its intent not to renew the Agreement at least 90 days prior to the expiration of the then-current Agreement ("Renewal Term", collectively with the Initial Term, the "Term").

11.2 **Termination.** Company may, in its sole and absolute discretion, at any time and for any or no reason, suspend or terminate this Agreement and the rights afforded to Licensee hereunder with thirty (30) days written notice. Either party may terminate this Agreement immediately on giving notice in writing to the other party if the other party: (a) commits a material breach (including any non-payment of fees due) and, in the case of a material breach capable of being cured, failed to cure that breach within thirty (30) days after the receipt of a request in writing to cure such breach; or (b) (i) files for bankruptcy; (ii) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; (iii) makes an assignment for the benefit of all or substantially all of its creditors; or (iv) enters into an agreement for the cancellation, extension, or readjustment of substantially all of its obligations. Upon the termination of

this Agreement, the license in Section 1.1 shall immediately terminate and Licensee shall cease all use of the Application and uninstall the Application from all Devices. Licensee shall remain liable for all payments due to Company with respect to the period ending on the date of termination or expiration. For any termination other than a termination for good cause by Licensee in accordance with Section 11.2(a), the balance of all remaining subscription fees relating to the then current Term will be due and payable. Payment obligations, representations of Licensee, and the provisions of Sections 1.2, 1.3, 2, 9, 10, 11.2, and 12 through 16 shall survive any termination or expiration of this Agreement.

12. **Disclaimer of Warranties. LICENSEE ACKNOWLEDGES AND AGREES THAT THE APPLICATION, DOCUMENTATION, AND ANY SERVICES PROVIDED BY CRISISGO ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT LICENSEE'S USE OF THE APPLICATION, DOCUMENTATION AND ANY SERVICES IS AT LICENSEE'S SOLE RISK AND DISCRETION. COMPANY AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS ("COMPANY PARTIES") HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE APPLICATION, DOCUMENTATION, AND SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHERMORE, COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION, OR CONDITION THAT (I) THE APPLICATION, DOCUMENTATION, OR SERVICES WILL MEET LICENSEE'S REQUIREMENTS; (II) THE APPLICATION WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE OR ERROR-FREE; (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY LICENSEE THROUGH THE APPLICATION WILL BE AS REPRESENTED OR MEET LICENSEE'S EXPECTATIONS; OR (IV) ANY ERRORS IN THE APPLICATION, DOCUMENTATION OR SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY LICENSEE FROM COMPANY OR FROM THE APPLICATION SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, LICENSEE ACKNOWLEDGES THAT COMPANY HAS NO OBLIGATION TO CORRECT ANY ERRORS IN OR OTHERWISE SUPPORT OR MAINTAIN THE APPLICATION. THE APPLICATION MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. THE COMPANY PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO APPLICATION OR SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF THE APPLICATION OR SERVICES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.**

    LICENSEE ACKNOWLEDGES AND AGREES THAT CRISISGO MAY, FROM TIME TO TIME, UTILIZE THE PRODUCTS OR SERVICES OF THIRD PARTIES IN PROVIDING CRISISGO'S SERVICES TO LICENSEE.

    LICENSEE ACKNOWLEDGES AND AGREES THAT AT NO TIME IS CRISISGO MAKING ANY REPRESENTATION OR WARRANTY REGARDING ANY THIRD PARTY'S PRODUCTS OR SERVICES, NOR WILL CRISISGO BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY CLAIMS ARISING FROM OR IN CONNECTION WITH SUCH THIRD PARTY'S PRODUCTS AND SERVICES. LICENSEE HEREBY DISCLAIMS AND WAIVES ANY RIGHTS AND CLAIMS LICENSEE MAY HAVE AGAINST CRISISGO WITH RESPECT TO THIRD PARTY PRODUCTS AND SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. **Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY PARTIES BE LIABLE WITH RESPECT TO (I) ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (II) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (III) ANY LOSS OF USE, PROPERTY DAMAGE, INJURY, DEATH; OR (IV) ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF THE COMPANY PARTIES TO LICENSEE FOR ALL CLAIMS ARISING FROM OR RELATING TOTHIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY EXCEED THE FEES ACTUALLY PAID**

BY LICENSEE TO COMPANY HEREUNDER DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OF LIABILITY. THE PARTIES AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE THIS AGREEMENT OR THE APPLICATION, DOCUMENTATION, OR ANY SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE LAWS OF SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU AND YOU MIGHT HAVE OTHER RIGHTS.

14. **Force Majeure.** Company shall not lose any rights hereunder or be liable to Licensee for damages or losses on account of failure of performance by Company if the failure is the result of an Act of God (e.g., fire, flood, inclement weather, epidemic, or earthquake) war or act of terrorism, including without limitation, chemical or biological warfare, labor dispute, lockout, strike, embargo; governmental acts, orders, or restrictions; failure of suppliers or third persons; power or Internet outage; mechanical, electronic or communications failure or degradation (including "line-noise" interference); or any other reason where failure to perform is beyond the Company's reasonable control.

15. **Indemnification.**

    15.1 By Company. Company shall defend at its own expense any action against Licensee brought by a third party to the extent that the action is based upon a claim that the Application infringes any U.S. copyrights or misappropriates any trade secrets recognized as such under the Uniform Trade Secret law, and Company will pay those costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Licensee giving Company (a) prompt written notice of such claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as Company may reasonably request, at Company's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Company shall have no obligation or liability to the extent that the alleged infringement or misappropriation arises from (1) Licensee Content or the combination, operation, or use of the Application with products, services, deliverables, materials, technologies, business methods or processes not furnished by Company; (2) modifications which were not made by Company; (3) Licensee's breach of this Agreement, violation of law, or use of the Application other than in accordance with this Agreement; or (4) any version of the Application other than the most recent version (collectively, "**IP Exclusions**"). Upon the occurrence of any claim for which indemnification is or may be due under this Section, or in the event that Company believes that such a claim is likely, Company may, at its option (i) modify or replace the Application so that it becomes non-infringing; (ii) obtain a license to the applicable third-party intellectual property; or (iii) terminate this Agreement (or the applicable Orders) on written notice to Licensee and refund to Licensee any pre-paid fees for Application not provided. The obligations set forth in this Section shall constitute Company's entire liability and Licensee's sole remedy for any infringement or misappropriation.

    15.2 By Licensee. Licensee shall indemnify, hold harmless, and, at Company's option, defend the Company Parties from and against all costs and reasonable expenses (including reasonable attorneys' fees), damages, losses, and liabilities arising out of (a) IP Exclusions, (b) Licensee Content (including without limitation any third party claim that any Licensee Content is false, misleading, disparaging, violative of any law or regulation, infringing or a misappropriation, as applicable, of any intellectual property rights of a third party), including without limitation, Licensee's use of content provided by Company in Licensee's emergency management plan, which content Licensee understands is not intended as a template, but only as a starting point for Licensee to develop its own emergency management plan based on its localized emergency processes and requirements, (c) Licensee's use of the Application, including without limitation, Third Party Content, (d) Licensee's negligence or willful misconduct, or (e) Licensee's breach of its obligations set forth in this Agreement. Company agrees to give Licensee: (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as Licensee may reasonably request, at Licensee's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Licensee

shall not settle any third-party claim, unless such settlement completely and forever releases Company with respect thereto or unless Company provides its prior written consent to such settlement. In any action for which Licensee provides defense on behalf of Company, Company may participate in such defense at its own expense by counsel of its choice.

16. **Miscellaneous.**

16.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law principles; provided, however, that the terms of any applicable law now or hereafter enacted that is based on or similar to the uniform computer information transactions act drafted by the national conference of commissioners on uniform state laws shall not apply. Each party irrevocably agrees that any legal action, suit or proceeding brought by it that in any way arises out of the Agreement must be litigated exclusively in state court in Santa Clara County, California or in a federal court in the Northern District of California.

16.2 Notice. Any notice under this Agreement shall be given in writing and shall be deemed effective to the party to be notified: (a) upon confirmed receipt by personal delivery or e-mail; (b) one (1) business day following deposit for delivery with Federal Express or any other internationally recognized overnight courier; or (c) three (3) business days after deposit with U.S. certified mail. Notice shall be addressed to each party at the location specified on the signature page to this Agreement (as may be updated be either party upon written notice to the other).

16.3 Severability. If any provision of this Agreement is held to be invalid or unenforceable in respect to a party, the remainder of this Agreement, or the application of such provision to persons other than those to whom it is held invalid or unenforceable shall not be affected and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.4 Export Control. Licensee may not use, export, import, or transfer the Application except as authorized by U.S. law, the laws of the jurisdiction in which Licensee obtained the Application, and any other applicable laws. In particular, but without limitation, the Application may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Application, Licensee represents and warrants that (i) Licensee is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) Licensee is not listed on any U.S. Government list of prohibited or restricted parties. Licensee also will not use the Application for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. Licensee acknowledges and agrees that products, services or technology provided by Company are subject to the export control laws and regulations of the United States. Licensee shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer any products, services or technology provided by Company, either directly or indirectly, to any country in violation of such laws and regulations. Licensee shall indemnify Company for any breach of this Section by Licensee or its Authorized Users.

16.5 Modification, Amendment, Waiver. No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of both Parties. This Agreement may not be modified or amended without written agreement of the Parties. No waiver of any breach of this Agreement, and no course of dealing between the Parties, shall be construed as a waiver of any subsequent breach of this Agreement.

16.6 Independent Contractors. Licensee and Company acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and that they are acting as independent contractors in making and performing this Agreement.

Neither party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

16.7 **No Third Party Beneficiaries.** Licensee and Company acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the parties to this Agreement and their respective successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the parties and their permitted successors and assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

16.8 **Assignment.** Licensee may not assign, delegate, or other transfer the Application, this Agreement or any of the rights granted hereunder without the prior written consent of Company. Any attempted transfer in contravention of this provision shall be null and void and of no force or effect.

16.9 **Entire Agreement.** The Agreement, including the attachments and any Orders, states the entire agreement between the parties regarding its subject matter and supersedes all prior and contemporaneous agreements, terms sheets, letters of intent, understandings, and communications, whether written or oral. Any terms in any purchase order or written purchase authorization that add to, or conflict with or contradict, any provisions in the Agreement will have no legal effect. This Agreement, including any Orders, may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.

16.10 **Interpretation.** The Section headings of this Agreement are for convenience and will not be used to interpret this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

To view the Terms of Service, Privacy Policies, and Security Polices please CLICK HERE.

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CrisisGo Application License Agreement

This CrisisGo Application License Agreement ("**Agreement**"), entered into and effective as of the date on which the Agreement is signed by the second party, is by and between **CrisisGo, Inc.**, a Delaware corporation, having a principal address at 640 West California Avenue, Suite 210, Sunnyvale, CA 94086 ("**CrisisGo**") and
_____, having its principal address at
_____ ("**Licensee**") effective as of the date described above.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

CrisisGo hereby licenses for use to Licensee the Application (as defined in Attachment A) on the terms and conditions set out in Attachment A to this Agreement (Application End User License Agreement) and at the price set out in Attachment B to this Agreement (CrisisGo Pricing Structure), both of which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated below**.**

CrisisGo, Inc.   **Licensee:_____**

_____   By: _____
James F. Spicuzza

Date: _____   Date: _____

Purchase Order No: _____