

GEM9-1-1 SERVICES AGREEMENT

This GEM9-1-1 Services Agreement (together with any exhibits attached hereto and terms expressly incorporated by reference herein, "Agreement") governs the acquisition and use of all Services (as defined below) provided by or on behalf of TeleCommunication Systems, Inc. ("Company"). By accessing, installing, copying, or otherwise using the Services, Client (as defined below) agrees to be bound by the terms and conditions of this Agreement (including, but not limited to, the warranty disclaimers, limitations of liability, and termination provisions below). If Client does not agree to the terms of this Agreement, do not install or use this Service. Each of Company and Client shall also be referred to individually as a "Party" and collectively as the "Parties". Any other capitalized terms used herein shall have the meanings assigned to them in Section 8 hereof and throughout this Agreement.

1. SERVICES AND PRODUCTS

1.1 Services. In consideration of the undertakings made by Client pursuant to this Agreement, Company shall provide the Client with (i) the GEM9-1-1 services, (ii) the related technical support services specified in the Company Standard Operating Procedures ("Support"), and (iii) the license to the related proprietary GEM9-1-1 application software product(s) and Documentation (collectively, "Products") set forth in Section 1.2 below. For purposes of this Agreement, the GEM9-1-1 services, Support and Products referred to above in (i)-(iii) are collectively referred to as the "Services".

1.2 Products License. Subject to the terms and conditions of this Agreement, Company hereby grants to Client a non-exclusive, non-transferable, non-sublicenseable right and license (i) to access and operate the Products, (ii) to permit Administrators to use the features and functions of the Products, and (iii) to make copies of the Documentation solely for Client's internal use by Administrators or in response to a public records request. Company may, in its discretion, develop and release generally to licensees' updates or upgrades to the Products. Company will make any such updates and upgrades available to Client if and when generally released to licensees at no additional cost (not including any software marketed by Company as a separate product or as a module for which fees are charged). Any such updates and upgrades provided under this Agreement shall be deemed to constitute part of the Products and shall be subject to all terms and provisions set forth in this Agreement. Client acknowledges that Company owns all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights, and other intellectual property rights in and to the Products, and Company expressly reserves all rights not expressly granted to Client hereunder.

1.3 Product Restrictions. Except to the extent otherwise expressly authorized by Company under this Agreement, Client may not copy, modify, adapt, translate, publicly display, publish, create derivative works or distribute the Products. . The sole exception shall be read-only copies produced and stored by client to support internal training, public records requests or discovery processes in criminal prosecution procedures. Client will not use the Products for any purposes beyond the scope of or otherwise not in accordance with the licenses granted in 1.2 above. Without limiting the foregoing, Client will not (i) authorize or permit use of the Products by or for persons other than Administrators; (ii) assign, sublicense, sell, lease or otherwise transfer or convey the licenses granted hereunder; (iii) modify or create any derivative works of the Products (or any component thereof); (iv) use in any manner that works around any technical limitations of the Products; (v) use in connection with the transmission, sale license or delivery of any infringing, defamatory, offensive, or illegal products, services or materials, (vi) copy, store, archive or create a database of any content of the Product; (vii) use in violation of local, state, federal or equivalent privacy or other laws or regulations; (viii) use in any way that threatens the integrity, performance or availability of the Products; (ix) use in violation of any applicable U.S. Export Administration Regulations or restrictions issued by the U.S. and other governments; or (x) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Product is compiled or interpreted. Client hereby acknowledges that nothing in this Agreement shall be construed to grant Client any right to obtain or use such source code or any derivative works thereof. Client shall duplicate all proprietary notices and legends of Company) upon any and all copies of the Product authorized to be made by Client and

shall not remove, alter or obscure any such proprietary notice or legend.

Client must comply with the terms of use available at <http://go.microsoft.com/fwlink/?LinkId=21969>

2. TERM AND TERMINATION

2.1 Termination for Breach/Bankruptcy. Either Party may terminate this Agreement upon written notice in the event that the other Party materially breaches this Agreement and has failed to cure the breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the other Party) within thirty (30) days after receiving written notice thereof. In addition, either Party may terminate this Agreement upon written notice after the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days.

2.2 Effect of Termination. Upon any termination of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information and, in the case of the Client, the Products; and (ii) return to the other Party or, at the other Party's option, destroy, all originals and all copies of such other Party's Confidential Information then in its possession unless otherwise prohibited by law

2.3 Survival of Obligations. The provisions of this Agreement that, by their nature, are intended to survive a termination of this Agreement, including without limitation the provisions of Sections 1.3, 2.2, 2.3, 4, 5, 6, 7, and 8 hereof, shall survive termination of this Agreement.

3. SUPPORT AND AVAILABILITY

3.1 Support. Company shall provide Support for the Products in accordance with the Company Standard Operating Procedures set forth in Attachment A hereto ("SOP").

3.2 Availability. Company will have no liability for unavailability of any Services caused, in whole or in part, by Client's use of the Services other than in accordance with the terms and conditions hereof or the Documentation, by any Subscriber's use of the Services other than in accordance with the Terms of Service, or for any

causes beyond the reasonable control of Company or that are not reasonably foreseeable to Company, including but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs, failures or the failure or unavailability of any services provided by Third Party Service Providers, or any inaccuracy or insufficiency in Subscriber Information.

4. CLIENT REPRESENTATIONS AND OBLIGATIONS

4.1 Client Operation. Client acknowledges and agrees (i) that Client is responsible for certain aspects of the operation of the Products, as set forth in the Documentation, including the related training and supervision of Administrators, and (ii) that in no event shall Company have any liability relating to Client's failure to operate the Products in accordance with the Documentation.

4.2 Client Compliance. Client shall use the Services in compliance with all applicable laws, statutes, regulations, ordinances, rules or other requirements promulgated by governing authorities or otherwise imposed by Third Party Service Providers having jurisdiction over the Parties or the operation or use of the Services, including without limitation any contract provisions prohibiting Client from utilizing the Services to deliver to any Third Party Service Provider for transmission or dissemination material that violates any content restrictions set forth therein. Under no circumstances shall Client be authorized to make any representations, warranties or guarantees with respect to the Services, except to the extent expressly set forth in this Agreement.

4.3 Client Content. If Client provides or otherwise makes available any information or any other data collected by Client or a third party regarding Subscribers to Company or any Third Party Service Provider in connection with the operation or use of the Services, Client represents and warrants that Client owns, has sufficient rights in and to, or has received and will maintain permission or consent with respect to, all such information and materials provided to Company or any Third Party Service Provider hereunder (collectively, the "Client Content"), including, without limitation, personal, educational and medical information contained within the Client Content, in order to use and disclose, and permit use and disclosure of, the Client Content in connection with the operation

and utilization of the Services as contemplated by the Documentation or this Agreement.

4.4 Client Authority. The individual representative of Client executing the signature page of this Agreement, if applicable, has full authority to bind Client and its Affiliates to the terms and conditions of this Agreement.

5. LIMITED WARRANTY AND LIMITATIONS

5.1 Limited Warranty. THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, RELATING TO THE SERVICES AND PRODUCTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY COMPANY ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. Company does not warrant that the Services will meet Client's requirements, that the operation thereof will be uninterrupted or error-free, or that all errors will be corrected. Without limiting the foregoing, the Client acknowledges and agrees that (i) Company cannot guarantee the performance of any Third Party Service Provider and that neither Party may make any claims or guarantees on behalf of Third Party Service Providers regarding any matters, (ii) delivery of any Subscriber Information using the Services is not guaranteed and neither Company nor any Third Party Service Provider shall be responsible for any failure of delivery, and (iii) Company shall not be responsible for any disruption to or failure of the Services resulting from the actions or inactions of any Third Party Service Providers.

5.2 Limitation of Liability. IN NO EVENT SHALL COMPANY OR ANY COMPANY REPRESENTATIVE BE LIABLE TO CLIENT FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, COSTS OF LOST OR

DAMAGED DATA OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF COMPANY OR SUCH COMPANY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. The warranty disclaimers and exclusions and limitations of liability in this Section 5 are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective and form an essential basis of the bargain between the Parties. Absent any such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

6. CONFIDENTIALITY

6.1 Mutual Confidentiality Obligations. Each Party agrees: (i) to use the Confidential Information of the other Party only for the purposes of this Agreement; (ii) to hold in confidence and protect the Confidential Information of the other Party from dissemination to, and use by, any third party; (iii) not to create any derivative work from Confidential Information of the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants who have a need to have access and who have been advised of and have agreed in writing or are otherwise required to treat such information as confidential; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination of this Agreement.

6.2 Confidentiality Exceptions. The foregoing restrictions shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of

a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure shall first have given written notice to the other Party (if permitted) and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this Agreement, including to make court filings.

6.3 Disclosure of Information about Subscribers. Company shall not disclose personally identifiable information regarding Subscribers to any party other than to Client and/or any safety and emergency response services, including without limitation, 911 or equivalent, fire, police, emergency medical and public health services (collectively, "Emergency Service Providers"); provided, however, that notwithstanding anything to the contrary contained in this Agreement, (i) Company may disclose such information to Third Party Service Providers and as otherwise permitted in the then-current Terms of Service and Privacy Policy and (ii) under no circumstances shall Company or any Affiliate of Company be liable for the failure of Client or any third party (including, but not limited to, any Third Party Service Provider or Emergency Service Provider) to comply with its own privacy policies and all applicable privacy laws and regulations.

7. MISCELLANEOUS

7.1 Applicable Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the State of New York or the laws of the State of the Client if agreed to in writing by Company prior to the date of acceptance of this Agreement by Client, without giving effect to its rules regarding conflicts of laws, and (i) subject to Section 7.2 below or otherwise in connection with any action for injunctive or other equitable relief arising from the breach by the other Party of any license, usage or confidentiality obligations hereunder, the Parties agree that any and all causes of action between the Parties arising from or in relation to this Agreement shall be brought exclusively in the State or Federal courts located within the State of New York or the State of the Client if agreed to in writing by Company prior to the date of acceptance of this Agreement by Client.

7.2 Arbitration. The Parties agree that any and all disputes regarding this Agreement that cannot be resolved through negotiations between the designated representatives from

each Party within thirty (30) days of the date the dispute arose shall be submitted to binding arbitration conducted by the American Arbitration Association ("AAA") in New York, New York or the State of the Client if agreed to in writing by Company prior to the date of acceptance of this Agreement by Client. Any such arbitration will be conducted in accordance with the Commercial Arbitration Rules of the AAA. Any such arbitration will be conducted by a single arbitrator, and the arbitrator will issue his/her award in writing with findings. The decision of the AAA shall be binding as between the Parties and shall not be subject to appeal.

7.3 Force Majeure. Either party shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of either party.

7.4 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid or by nationally recognized overnight courier service to Company, as follows:

TeleCommunication Systems, Inc.

275 West Street

Annapolis, Maryland 21401

Attention: SST Contracts

or addressed to such other address as Company may have given by written notice. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient and sends a duplicate of such notice by the means specified herein. Such notices shall be effective on the date indicated in such confirmation.

7.5 Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect; provided, however, that either Party may assign this Agreement in connection with any merger, consolidation, corporate restructuring, sale of any substantial portion of its assets, or any transaction in which more than fifty percent (50%) of its voting securities are transferred. Subject to the foregoing, this Agreement shall be binding upon

and inure to the benefit of Company and Client and their respective permitted successors and assigns.

7.6 Independent Contractors. Client 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 the Parties are acting as independent contractors in making and performing this Agreement.

7.7 Amendment/Waiver. No amendment to this Agreement or any addendum shall be valid unless in writing and signed by the authorized representatives of the Parties. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

7.8 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability.

7.9 Export Controls. Client will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of any Product to any country for which any export license or approval is required under the laws of the United States or any other country unless the appropriate export license or approval has first been obtained.

7.10 Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing herein, 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.

7.11 U.S. Government End-Users. Each of the components that constitute the Product is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial

computer software” and/or “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Product with only those rights set forth herein.

7.12 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

7.13 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein. In the event a conflict arises between this Agreement and the provisions of any other document comprising part of this Agreement, this Agreement will govern unless the other document expressly provides otherwise. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of this Agreement.

8. DEFINITIONS

8.1 “Administrators” mean Client personnel authorized by Client to access the Products on behalf and for the benefit of Client.

8.2 “Affiliate” means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity, whether directly or indirectly through one or more intermediaries.

8.3 “Client” means the legal entity or government agency that operates the public-safety answering point (PSAP) that uses the Services.

8.4 “Confidential Information” means the terms of this Agreement and all documents, material or information relating to the Services and the provision thereof, including, but not limited to, the Documentation, personally identifiable information regarding Subscribers, and all other information that either Party treats as proprietary or confidential.

8.5 “Control” and its derivatives means legal, beneficial or equitable ownership, directly or

indirectly, of more than fifty percent (50%) of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity, or actual managerial or operational control over such entity.

8.6 “Documentation” means Company’s then-current standard product and user guides and/or related documentation generally made available to licensees of Products, as such Documentation may be modified by Company, in its sole discretion, from time to time.

8.7 “Privacy Policy” means the then-current Privacy Policy for Subscribers of the Services.

8.8 “Company Representatives” means Company and its Affiliates and each of their respective officers, directors, employees, contractors and representatives.

8.9 “Subscribers” means individuals who register with GEM9-1-1 to provide Subscriber Information or are otherwise eligible to receive or utilize the benefits of the Services.

8.10 “Subscriber Information” means all information provided or otherwise made available by a Subscriber in registering with GEM9-1-1 in connection with the Services, including, but not limited to, critical care, rescue, account information, communications history and any other information relating to the Subscriber’s GEM9-1-1 account.

8.11 “Standard Operating Procedures” means the Company Standard Operating Procedures for the Products set forth in Attachment A hereto.

8.12 “Terms of Service” means the then-current Terms of Service Agreement for Subscribers of the Services.

8.13 “Third Party Service Provider” means a telecommunications, internet, voice broadcasting, voice messaging or other service provider providing mobile telephone, internet or other intermediary services that allow or relate to the utilization of the Services by Subscribers.

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