

UPsafety, a T2 Systems Company

Software as a Service (SaaS) Terms and Conditions

These United Public Safety Software as a Service Terms and Conditions (these "Terms and Conditions") are related to and deemed incorporated into that certain Agreement to Purchase ("ATP") between United Public Safety, Inc., a Pennsylvania corporation having a principal place of business in 321 Morris Road, Fort Washington Pennsylvania ("United Public Safety"), and the applicable client specified in the ATP (the "Client"). Client's execution of an ATP referencing these Terms and Conditions shall be deemed Client's agreement to these Terms and Conditions. In the event of any conflict between the terms of the ATP and these Terms and Conditions, the ATP shall control with respect to such conflicting terms.

1. **DEFINITIONS.** For purposes of these Terms and Conditions, the terms below shall have the meanings defined below. Additional terms are defined in the preamble above and throughout these Terms and Conditions.
 - 1.1. "Client Content" means any data, databases, information, trademarks, service marks, logos, files, images, text, files, records or other content that may be provided by or on behalf of Client or its authorized users for use in conjunction with the Software or Services.
 - 1.2. "Device Software" means any software provided to Client by United Public Safety or its suppliers that runs on a computer or device in the possession of or under the control of Client and is used in connection with Client's use of the Software.
 - 1.3. "SaaS Term" means the period during which the Services and access to the Software will be provided by United Public Safety to Client, including the Initial Term and any Renewal Terms (as each is defined in Section 8.1).
 - 1.4. "Services" means the hosting, maintenance, support and other services provided by United Public Safety pursuant to these Terms and Conditions.
 - 1.5. "Software" means the software specified as a "subscription" in the ATP.
 - 1.6. "United Public Safety Content" means any information, documentation or other materials provided to Client by United Public Safety relating to the Software, including, without limitation, the User Documentation.
 - 1.7. "User Documentation" means the United Public Safety user documentation relating to the Software.
 - 1.8. "Agreement to Purchase" or "ATP" means the agreement accepting the costs and terms of the products and services sold to Client by United Public Safety.
 - 1.9. "Web Sites" means the web sites of United Public Safety, including the web sites that provide access to the Software.
2. **WEB-BASED LICENSE.** United Public Safety grants to Client, and Client accepts, a nontransferable, nonexclusive license and right to access the Software via the Internet and use the Software and the User Documentation only as authorized in these Terms and Conditions, for its own internal purpose and operations, during the SaaS Term. Client acknowledges that its access and use of the Software will be web-based only. The Software will not be provided to Client in CD-ROM or DVD form (or any other form of media) and will not be installed on any servers or other computer equipment owned or otherwise controlled by Client. Instead, the Software will be hosted by United Public Safety (as described in Section 3) and accessed and used by Client through the use of the Internet and Client's computers. The use of all Device Software by Client shall be governed by the United Public Safety End User License Agreement.
3. **ACCESSIBILITY.** United Public Safety will make the Software available for Client's use via the Internet during the SaaS Term. Client shall ensure that its computer systems used to access the Software meet the United Public Safety System Recommendations for the Software published at "www.upsafety.net", which Client acknowledges it has reviewed. United Public Safety will provide Client with access to the latest supported version of the Software via the Internet from the hosting facility that United Public Safety leases from a third-party hosting vendor (the "Hosting Site") on a 24x7 basis, except for scheduled and emergency maintenance as set forth in Section 10. United Public Safety will provide a single administrator user account for secure administrator access. United Public Safety will also provide this administrator user tools to create other user accounts for access to the Software.
4. **LIMITATIONS; AUDIT.** The maximum number of Client's employees, contractors, volunteers, and other agents that are simultaneously accessing or using the Software at any given time shall not exceed the "Concurrent User Limit" specified in the ATP. Client's use of the Software may not exceed the scope of the use provisions above without the express written agreement of United Public Safety and Client's payment of an increased Subscription Fee (based on the then-current list price). United Public Safety or its representatives may, for purposes of verification of Client's compliance with these Terms and Conditions, request an accounting of Client's use of the Software and upon at least five (5) days' prior written notice conduct an audit (either physical or electronic) of Client's use of the Software or request certification that the use does not violate any terms of these Terms and Conditions. Client shall fully cooperate with United Public Safety or its representatives in connection with such audit, including scheduling any on-site audit if requested by United Public Safety or providing any requested data files as requested by United Public Safety.

5. **PERMITTED USES.** Consistent with and subject to United Public Safety's database permissions and limitations, users will be permitted for the United Public Safety ToCite®, CityCite®, CodeCite™ and ForCite® Cloud product the following uses (but only such uses) as described below.
- 5.1 By users as permitted and authorized by Client within the terms and features of the ATP:
- (i) Customization and management of ToCite, CityCite, CodeCite and ForCite Mobile application software and devices running that application.
 - (ii) Customization of ToCite, CityCite, CodeCite and ForCite Cloud Backoffice application with Client's data and database needs as required to issue and manage parking tickets, citations and parking permits.
 - (iii) Management of Client's issued parking tickets.
 - (iv) Management of the e-Commerce Web Sites for ticket payment and permit purchases.
- The permitted uses described herein shall only be permitted during the SaaS Term. Client agrees that upon expiration or termination of the SaaS Term, all rights granted to Client shall immediately terminate and revert to United Public Safety, and Client shall destroy the United Public Safety Content and any and all copies thereof, in any form, and shall erase from all computer, electronic, or other storage device or otherwise destroy all images and copies of the United Public Safety Content, and shall provide certification as to the same.
6. **HYPERLINKS.** United Public Safety's Web Sites may contain hyperlinks to other web sites which are not maintained by, or related to, United Public Safety. Hyperlinks to such web sites are provided as a service to users and are not sponsored by or affiliated with the Web Sites or United Public Safety. United Public Safety does not continuously monitor or review any or all of such web sites and is not responsible for the content of those web sites. Hyperlinks are to be accessed at the user's own risk, and United Public Safety makes no representations or warranties about the content, completeness or accuracy of these hyperlinks or the web sites hyperlinked to the Web Sites. United Public Safety provides hyperlinks as a convenience, and the inclusion of any hyperlinks to a third party web site does not necessarily imply endorsement by United Public Safety of that web site or any association with its operators. United Public Safety has no liability for any damage or loss that Client or its users may suffer as a result of the use of any third-party web sites.
7. **FEES AND PAYMENT.**
- 7.1 **Subscription Fee.** Client shall pay United Public Safety a "Subscription Fee" on a monthly basis during the SaaS Term as described in the ATP. The Subscription Fee is fixed for the Initial Term (defined below). The Subscription Fee for any Renewal Term (defined below) may be subject to an inflationary adjustment as determined at the time of renewal by United Public Safety.
- 7.2 **Additional Storage Space Fee.** United Public Safety shall provide a default maximum of storage space of 5 GB, which includes the backup and retention thereof, to the Client within the hosted environment. United Public Safety will monitor disk usage on a regular basis, and will increase Client's maximum storage space in 5 GB increments, as per the price schedule in the ATP, when disk utilization exceeds the next pending threshold.
8. **TERM AND TERMINATION.**
- 8.1 **Initial Term; Renewal Terms.** The SaaS Term will commence on the "Commencement Date" indicated in the Notice of Commencement delivered by United Public Safety to Client when United Public Safety begins making the Software available to the Client via the Internet as contemplated by Section 2 above or upon the date Client first accesses the Software via the Internet, whichever occurs first. The SaaS Term shall continue in effect for a period of twelve (12) months (the "Initial Term"), unless sooner terminated as provided in these Terms and Conditions. Upon expiration of the Initial Term, the SaaS Term shall automatically renew for successive renewal terms of twelve (12) months each (each a "Renewal Term") unless sooner terminated as provided in these Terms and Conditions, or unless either party gives written notice of termination to the other party at least ninety (90) days prior to the end of the Initial Term or any Renewal Term.
- 8.2 **Termination for Breach.** Notwithstanding Section 7.1, either Client or United Public Safety may terminate the SaaS Term as a result of a material breach of these Terms and Conditions by the other party, if (a) such party provides written notification to the other party of the material breach, and (b) such material breach is not cured within thirty (30) days of notification, or, in the case of a failure to pay fees in a timely manner by Client, within thirty (30) days of notification.
- 8.3 **Effect of Termination.** In the event the SaaS Term is terminated by Client for convenience or by United Public Safety as a result of a material breach by Client prior to the completion of the Initial Term or any Renewal Term, Client shall pay United Public Safety the remaining balance of Subscription Fees owed for the entire Initial Term or, if then in effect, the entire applicable Renewal Term. Both parties acknowledge that this payment represents a reasonable estimate of United Public Safety's damages in the event of an early termination. In the event of termination of the SaaS Term for any reason, Client's access and use of the Software shall cease immediately, United Public Safety will transmit a copy of the Client's database file to Client in a format determined by United Public Safety, and the provisions of Sections 16, 17, 18.4, 19, 20, 21, 22, 23, 24, 28 and 30 shall survive.

9. **CANCELLATION.** Client may cancel uninstalled services on the following terms: (A) For the standard ToCite, CityCite, CodeCite and ForCite solution(s), any request for cancellation will be accepted only for installations scheduled for training more than sixty (60) days from receipt of the request in writing and with specific approval of the Solution Provider Client Manager. If less than 60 days, but more than 30 is provided (in writing) requesting cancellation, a 25% cancellation fee will apply for; training, device, and airline/hotel (actual fees). Less than 30 day notice of cancellation (in writing) will result in a 50% (all first year fees) cancellation charge. Additional charges may apply such as Permits, customized devices and other non-standard items.

10. **MAINTENANCE WINDOWS.** United Public Safety and/or its hosting or telecommunications vendor(s) may perform system maintenance within the following "Maintenance Windows" during which time access to the Software, Services and Client Data may be temporarily unavailable:

- (i) "Security Maintenance/Upgrade Window" – Nightly between 12 a.m. and 6 a.m. U.S. Eastern Time for application of periodically distributed security/software updates as provided by operating system, network, and firewall vendors, or United Public Safety.
- (ii) "Emergency Maintenance Window" – In the event there is an unforeseen issue that causes the Software or the Services to be unavailable or the performance of the Software or the Services to be materially inhibited, in which case the Software or Services may be temporarily unavailable while United Public Safety and its vendors work to resolve the issue.

Client understands and agrees that there may be instances when United Public Safety needs to interrupt access to the Software without notice in order to protect the integrity of the Software or Services due to security issues, virus attacks, spam issues or other unforeseen circumstances.

11. **AVAILABILITY.**

11.1 Commitment Level. United Public Safety will provide "availability" to the Software during the SaaS Term, calculated and defined within the "United Public Safety ToCite, CityCite, CodeCite and ForCite Cloud Service Level Agreement (SLA)", which is hereby incorporated within these Terms and Conditions. Any Maintenance Window described in Section 5 above shall not be included as downtime for purposes of determining availability.

11.2 System Monitoring. United Public Safety will monitor performance indicators on the systems and network infrastructure (its own and that of third party suppliers) in order to gauge the overall performance of its hosting services, and will take reasonable steps to address systems and network infrastructure as required to maintain application performance. United Public Safety will use an internal system to measure whether the Software is available, and Client agrees that this system will be the sole basis for resolution of any dispute that may arise between Client and United Public Safety regarding these Terms and Conditions. United Public Safety will not systematically monitor Client Content, but United Public Safety reserves the right to review Client Content from time to time in its discretion. United Public Safety reserves the right to (a) disable access to or delete any Client Content which it determines in its sole discretion (such discretion to be exercised in good faith) to be illegal, obscene, threatening, defamatory, fraudulent, infringing, harassing, or otherwise offensive, and (b) disable access to or delete any other Client Content under justified exigent circumstances, as such circumstances are determined in good faith by United Public Safety. United Public Safety also reserves the right to monitor, restrict, and terminate Client's ability to build, run and obtain reports and batch jobs/processes through the use of the Software or Services if Client is using excessive computing resources which are impacting the performance of the Software and Services for other subscribers. United Public Safety agrees to notify Client in cases where it restricts or terminates such reports or jobs/processes and use good faith efforts to determine an appropriate alternative or work-around solution.

11.3

12. **SUPPORT.** United Public Safety will provide online, telephone and e-mail support to Client during the SaaS Term as described below:

- Live direct United Public Safety Product Support is available 8:00 a.m. to 5 p.m. EST, Monday through Fridays, excluding holidays.
- Email and Voice Mail support is available 24/7 and a reply will be generated by United Public Safety initiating the Support call within 1 hour. Contact email and voice mails are contained within the ATP.
- United Public Safety Product Support will assist Client with the following types of issues:
 - Detailed system recommendations for United Public Safety software
 - Problems with or questions about the operation of United Public Safety software or data services
 - Problems with interfaces between United Public Safety software
 - Error messages that occur when United Public Safety software is running
 - Printing from United Public Safety software
 - Questions about built-in reports, including where to find them, how to print them, and if and how they can be changed
- Billable Additional Support Services that are not included in the Subscription Fee will be billed based on United Public Safety's then-current list price.

The scope of support included with the Subscription Fee does not include creating, editing, or modifying the Software, the Web Sites, or the United Public Safety Content. United Public Safety offers billable services for these types of requests; for more information, email sales@upsafety.net.

13. UPGRADES.

13.1 **Minor Upgrades.** United Public Safety will install minor upgrades/releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available at no charge during the SaaS Term.

13.2 **Major Upgrades.** Upgrades to major releases (e.g. 6.x to 7.x) and related conversions often require careful planning and data decisions that must be managed jointly by Client and United Public Safety, and may require the engagement of United Public Safety consulting services which will be contracted via separate agreement. Software installation of major releases will be performed by United Public Safety on a mutually agreed upon schedule not to exceed 1 year after a major release of the Software at no charge during the SaaS Term. Additional services related to conversions to major releases (e.g. data conversion, report and software customizations, data cleanup) are outside the scope of the Services and these Terms and Conditions and will be billed based on United Public Safety's then-current list price.

14. CLIENT PRIMARY CONTACT. Promptly following the execution of the ATP, Client shall identify, and name, an appropriate individual, with corresponding contact information, including electronic mail address, as the "Primary Contact" with whom United Public Safety should communicate matters regarding the Software and Services, such as maintenance notifications, and who has the authority to make Services requests including release of Client Data, both internally to United Public Safety and to the Client, restoration of data, and other configuration changes. By default, the individual who signs the ATP becomes the Primary Contact.

15. CLIENT RESPONSIBILITIES. Client will retain responsibility for administering security within the United Public Safety applications (e.g., the granting of rights to a user for a specific form in the application), including maintaining the secrecy of all usernames and passwords. Client shall be responsible for all actions taken using the usernames and passwords provided to Client. Client is responsible for maintaining its user desktops and other devices and providing users network and internet access to the Software. Client is also responsible for ensuring that its users comply with these Terms and Conditions with respect to use of the Software and Services. Client shall provide secure connectivity to the Internet for its location(s) for purposes of providing adequate access to Software hosted at the Hosting Site. United Public Safety shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Client in accessing the Software via the Internet. Client shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Client site and Software hosted by United Public Safety. Client shall provide accurate input information in the manner reasonably prescribed by United Public Safety in connection with the Software and Services provided under these Terms and Conditions. Client shall advise United Public Safety of any changes to Client's operations, banking relationships, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Client shall configure necessary user accounts via the administrator account provided by United Public Safety. Client shall be responsible for ensuring that any Client Content is accurate, not corrupt in any way, and does not contain any viruses.

16. INTELLECTUAL PROPERTY RIGHTS. Client agrees that the Software, User Documentation and Services are proprietary products and services and that all right, title and interest in and to the Software, User Documentation and Services, including all associated intellectual property and other proprietary rights, are and shall at all times remain with United Public Safety and its third party licensors. The Software contains trade secret and proprietary information owned by United Public Safety or its third party licensors and are protected by United States copyright laws and international trade provisions and other applicable law. Client must treat the Software like any other copyrighted material and Client may not copy or distribute the Software or the User Documentation, electronically or otherwise, for any purpose. Client hereby grants to United Public Safety a nonexclusive right to use all Client Content for the purposes of providing the Software and Services to Client and its authorized users pursuant to these Terms and Conditions. Client represents and warrants that the Client Content does not infringe or violate the intellectual property, proprietary or personal rights of any third party and Client has the right to grant United Public Safety the right to use the Client Content as set forth herein.

17. OTHER RESTRICTIONS. Use of the Software and Services is restricted to use by the specific licensing entity only, and only for Client's internal business purposes. Client may not use the Software or Services for the benefit of any third parties or provide service bureau or other access or use of the Software or Services to third parties. Client may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity) or the User Documentation, or any portions thereof, to any third party, and any attempt to do so is null and void and shall be deemed a material breach of these Terms and Conditions. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Client shall not use the Software for any commercial purpose beyond the functionality for which the

Software is intended. Client hereby agrees, represents and warrants to United Public Safety that Client will not access or use the Software or the Web Sites for any purpose that is unlawful or prohibited by these Terms and Conditions. Client will not use the Software, Services or United Public Safety ToCite, CityCite, CodeCite and ForCite Cloud product to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, or obscene; (iv) constitute unauthorized entry to any machine accessible via the network; (v) co-brand the Web Sites (for purposes of these Terms and Conditions, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give the impression that such other party has the right to display, publish, or distribute the Web Sites or content accessible within the Web Sites); (vi) frame the Web Sites; (vii) create or build any derivative works from any information, content, software, products or services obtained from or otherwise connected to United Public Safety's Software or Web Sites, including appending such information or content to Client's internal database for distribution to multiple nonprofits as a donor database product or service; or (viii) distribute, transfer or resell the results of Client's use of the Software, Services or Web Sites. Client shall not interfere with or disrupt network users, services or equipment with the intent to cause an excessive or disproportionate load on United Public Safety's or its suppliers' infrastructure by means of (but not limited to) distribution of unsolicited bulk emails or chain letters, viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines. Client will comply with the usage policies of United Public Safety's suppliers. Client further agrees to cooperate with United Public Safety in causing any unauthorized use (including but not limited to co-branding, framing or hyper-linking) immediately to cease. Client may not obtain or attempt to obtain any materials, content, or information through any means not intentionally made available or provided for through any United Public Safety products or services.

18. WARRANTIES.

18.1 Mutual Warranties. Each party warrants that (i) it has the right and power to enter into these Terms and Conditions, and (ii) it will comply with all applicable laws and regulations pertaining to these Terms and Conditions.

18.2 United Public Safety Limited Warranty.

(a) Software. For a period of thirty (30) days from the Commencement Date (the "Warranty Period"), United Public Safety warrants that the Software will perform substantially in accordance with the functional specifications contained in the User Documentation (the "Software Warranty").

(b) Services. United Public Safety warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards.

Exclusive Remedies. If during the Warranty Period the Software fails to comply with the Software Warranty set forth above, United Public Safety's entire liability and Client's exclusive remedy will be either a) repair or replacement of the Software, or b) if in United Public Safety's opinion such repair or replacement is not possible, termination of the SaaS Term and a refund of the Subscription Fees paid for the Software. This limited warranty is void if failure of the Software has resulted from accident, abuse, misuse or negligence of any kind in the use, handling or operation of the Software, including any use not consistent with the User Documentation or United Public Safety training. United Public Safety's entire liability and Client's exclusive remedy for any breach of warranty with respect to the Services as described above shall be United Public Safety re-performing the Services performed.

18.3 Disclaimers. Any written or oral information or representations provided by United Public Safety agents, employees, resellers, consultants or service providers with respect to the use or operation of the Software will in no way increase the scope of United Public Safety's warranty. United Public Safety and its suppliers exercise no control whatsoever over the content of the information passing through their systems. Client and users must exercise their own due diligence before distributing and/or relying on information available on the Internet, and must determine that they have all necessary rights to copy, publish, or otherwise distribute such information under copyright and other applicable laws. Neither United Public Safety nor its suppliers will be liable for any consequences of providing services, including those suffered as a result of delivering or accessing information or content, such as accessing information with offensive, inaccurate or inappropriate content, the possibility of contracting computer viruses, or unauthorized access to or alteration, theft, or destruction of any data, files, programs, procedures, or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of United Public Safety' or its suppliers' negligence. UNITED PUBLIC SAFETY DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS OBTAINED BY CLIENT IN USING THE SOFTWARE OR THE SERVICES, OR THAT THE SOFTWARE OR THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, UNITED PUBLIC SAFETY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER UNITED PUBLIC SAFETY EXPRESSLY EXCLUDES ANY WARRANTY OF NONINFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

19. CONFIDENTIAL INFORMATION.

- 19.1 Definition. The term "Confidential Information" shall mean: (i) any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) the terms, including, without limitation, the pricing, of the Software and Services and any proposals or other documents that preceded these Terms and Conditions. Confidential Information shall include, but not be limited to, personal information (individual name, address, contact information, and individual payment amounts), organization and credit card information, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, client lists, employee information, financial information, confidential information concerning any of Owner's past, current, or possible future programs, and confidential information concerning Owner's business or organization, as Owner has conducted it or as Owner may conduct it in the future. In addition, Confidential Information shall include information concerning any of Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).
- 19.2 Treatment of Confidential Information. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be used by Recipient other than in connection with its performance under these Terms and Conditions or disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this Section and who have a justified business "need to know". Client shall protect the deliverables resulting from Services with the same degree of care. These Terms and Conditions impose no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of these Terms and Conditions; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure. United Public Safety does not guarantee that Confidential Information provided to it in order for United Public Safety to perform its support or professional services will be stored indefinitely and United Public Safety reserves the right to purge such information from its database after one (1) year. The preceding statement does not affect information stored in the Software.
- Client Database. On the Commencement Date, United Public Safety will notify Client's Primary Contact prior to accessing the Client's database file for the purpose of providing trouble-shooting, problem resolution, support, and professional services and will proceed once confirmation is received from the Client via email or phone communications. Client authorizes United Public Safety to edit data without notification for all work performed prior to the commencement of the Initial Term as part of the implementation project.
- 19.3 Rights and Duties. The Recipient shall not obtain, by virtue of these Terms and Conditions, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of the SaaS Term, each party shall certify in writing to the other that all copies of Confidential Information in any form, including partial copies, have been destroyed, returned, or used solely as the Owner so directs.
- 19.4 Survival. The terms of this Section 19 shall survive termination of the SaaS Term. If the parties have executed a separate agreement that contains confidentiality terms prior to or contemporaneously with entering into the ATP (and thereby, these Terms and Conditions), those separate confidentiality terms shall remain in full force to the extent they do not conflict with these Terms and Conditions.

20. **SUBMISSIONS.** Any information, materials, suggestions, ideas, comments or other information communicated by Client to United Public Safety, whether through the Web Sites or otherwise (the "Submission"), will not be treated as confidential, proprietary or trade secret information of Client. Through Client's Submission, Client hereby grants to United Public Safety the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display the Submission, and to incorporate any Submission in other works in any form, media, or technology now known or later developed. United Public Safety will not be required to treat any Submission as confidential, and may use any Submission in its business without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future United Public Safety offerings. United Public Safety will treat any personal information that Client submits through the Web Sites in accordance with its Privacy Policy, which can be accessed by clicking on the "LEGAL" hyperlink on United Public Safety's Web Site.

21. **LIMITATION OF LIABILITY.** UNITED PUBLIC SAFETY'S MAXIMUM LIABILITY FOR ANY ACTION ARISING UNDER THESE TERMS AND CONDITIONS, REGARDLESS OF THE FORM OF ACTION AND WHETHER IN TORT, CONTRACT OR OTHER FORM OF LIABILITY, SHALL IN NO EVENT EXCEED THE FEES PAID BY CLIENT DURING THE TWO-YEAR PERIOD PRECEDING NOTICE TO UNITED PUBLIC SAFETY OF CLIENT'S LOSS, EXCEPT AS THESE ACTIONS RELATE TO DEATH, PERSONAL INJURY, DAMAGE TO TANGIBLE PROPERTY & INTELLECTUAL PROPERTY INFRINGEMENT

(THE "UNCAPPED CLAIMS"). IN NO EVENT SHALL UNITED PUBLIC SAFETY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST DATA, LOST PROFITS, OPPORTUNITIES OR CONTRIBUTIONS, LOSS OF USE, GOOD WILL, BUSINESS INTERRUPTION, COST OF COVER, OR OTHER PECUNIARY OR NON-PECUNIARY LOSS, HOWEVER ARISING, EVEN IF UNITED PUBLIC SAFETY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT AS THESE DAMAGES RELATE TO UNCAPPED CLAIMS. UNITED PUBLIC SAFETY SHALL HAVE NO LIABILITY OR RESPONSIBILITY IN THE EVENT OF ANY LOSS OR INTERRUPTION IN SOFTWARE ACCESS DUE TO CAUSES BEYOND ITS REASONABLE CONTROL OR FORESEEABILITY, SUCH AS LOSS, INTERRUPTION OR FAILURE OF TELECOMMUNICATIONS OR DIGITAL TRANSMISSIONS AND LINKS, INTERNET SLOWDOWN OR FAILURES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CLIENT TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

22. **SOFTWARE MODIFICATIONS.** Client shall not make any modifications to the Software. Any modifications that Client makes to the Software will void any warranty obligations contained in these Terms and Conditions.
23. **RIGHTS TO WORK PRODUCT.** Any invention, discovery, creation, expression or other result of United Public Safety's Services, such as findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software, and other technical information (collectively "Work Product"), created by United Public Safety in the course of performing the Services hereunder are the property of United Public Safety and are licensed to Client, without further license fees, pursuant to the license in these Terms and Conditions, provided, however, Work Product does not include, and Client shall retain title to (i) Confidential Information of Client, and (ii) all Client Content. Client shall have no right to sublicense, transfer, assign, convey or permit any third party to use or copy any Work Product.
24. **FORCE MAJEURE.** Except for Client's obligation to pay United Public Safety, neither party shall be liable for any failure to perform its obligations under these Terms and Conditions if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, epidemic or quarantine restrictions, earthquakes, riots or civil commotion, strikes, war, and restraints of government, freight or other embargoes, weather conditions or any failures by United Public Safety's subcontractors or suppliers.
25. **INDEPENDENT CONTRACTOR STATUS.** United Public Safety performs the Services as an independent contractor, not as an employee of Client. Nothing in these Terms and Conditions is intended to construe the existence of a not as an employee of Client. Nothing in these Terms and Conditions is intended to construe the existence of a partnership, joint venture, or agency relationship between Client and United Public Safety.

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