

End User License Agreement for 911Cellular's Personal Safety Application

This End User License Agreement ("Agreement") is between 911Cellular ("Provider") and the person or entity ("User") that uses the 911Cellular emergency response device and/or software. By using the device and/or software or clicking the "I AGREE" button, User acknowledges that User has read this Agreement, understands it, and agrees to be bound by it. If User does not agree to all of the terms set forth in this Agreement User is not authorized to use the device and/or software and should exit from the application immediately.

IF USER IS AN ENTITY ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON (I.E., EMPLOYEE, INDEPENDENT CONTRACTOR OR ENTITY REPRESENTATIVE, ETC.), COMPANY, OR OTHER LEGAL ENTITY, USER REPRESENTS AND WARRANTS THAT IT HAS FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THESE TERMS. IF USER DOES NOT HAVE AUTHORITY TO BIND SAID PERSON, COMPANY OR LEGAL ENTITY, DO NOT USE THE DEVICE, AND/OR SOFTWARE OR CLICK THE "I AGREE" BUTTON.

1. Use of the Service. "Service" is a mobile safety application and a cloud based website service for public safety officials and app users. The Service enables app users to signal for help, take photos and videos of crime tips and report them, set a safety timer and more. Provider grants User a personal, non-exclusive, non-commercial, non-transferable license to download, install and use the Service on any mobile device that User owns or has rights to use with such download and use only in accordance with this Agreement, which may be modified at any time at the sole discretion of Provider without any obligation to provide User with notice. User's access and license may be subject to an agreement between Provider and User's organization ("Organization"), and User agrees to be subject to all licenses and other requirements pursuant to the terms of Organization's Sale of Hardware and Software License Agreement ("Organization's Agreement"). THE SERVICE IS NOT A REPLACEMENT FOR 911 EMERGENCY SERVICES AND SHOULD NOT BE USED AS SUCH. EVEN IF USER'S MOBILE DEVICE HAS CELLULAR SERVICE, THERE ARE MANY VARIABLES THAT PROVIDER HAS NO CONTROL OVER AND PROVIDER DOES NOT AND CANNOT GUARANTEE THAT DATA WILL BE TRANSMITTED PROMPTLY. IF YOU ARE IN IMMEDIATE DANGER OR ARE THE VICTIM OF A CRIME, YOU SHOULD CALL 911 OR THE APPROPRIATE LAW ENFORCEMENT PERSONNEL AND NOT RELY ON PROVIDERS SERVICES. IF USER, THROUGH USER'S ORGANIZATION, HAS ACCESS TO A DEVICE IN CONJUNCTION WITH THE SERVICES, USER ACKNOWLEDGES THAT (I) THE DEVICE DOES NOT WORK USING CELLULAR SERVICE AND (II) WILL ONLY WORK AS SPECIFIED WHEN CONNECTED TO

ORGANIZATION'S WIFI NETWORK AT THE LICENSED SITE (AS DEFINED IN ORGANIZATION'S AGREEMENT).

2. **Ownership.** Except for User's personal information, the Service and all materials therein, including, without limitation, software, text photos, graphics, logos, intellectual property, audio and video are the exclusive property of Provider and its licensors (If any). User agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, adapt, publish, edit or create derivative works from any Provider Content. Use of the System for any purpose not expressly permitted by this Agreement is strictly prohibited. User may choose, or Provider may periodically ask User, to submit ideas and comments about the Service, including, without limitation, how to improve the Service. By submitting any idea or feedback, User agrees that User's disclosure is without restriction, gratuitous and will not place Provider under any obligation. If User provides Provider with any ideas or feedback whether orally, in writing, or in any other way, User grants Provider a non-exclusive, worldwide, royalty-free, sub-licensable and non-revocable license to develop, make, have made, reproduce, modify, make derivative works of, sell, and offer to sell ideas as part of Provider's Services. Provider is free to use User's ideas or feedback without any additional compensation to User, and/or to disclose the ideas or feedback on a non-confidential basis to any third party. User further acknowledges that, by acceptance of User's submission Provider does not waive any rights to use similar or related ideas previously known to Provider, or developed by its employees, or obtained from sources other than User.
3. **Restrictions.** User may not use the System for any purpose other than as set forth in this Agreement. User may not copy, use, transfer or modify the System to any third party, in whole or in part, except as expressly provided in this Agreement. User may not disassemble, translate, or reverse engineer the System or any code of the System, or otherwise attempt to access the System source code, or authorize any third-party to do any of the foregoing. The license granted hereunder is personal to the User, and any attempt by the User to transfer any of the rights, duties or obligations hereunder shall terminate this Agreement and be void. The User may not loan, rent, lease or resell the System in any part, in any way. rent, lease, loan, resell, or distribute the System or any part thereof in any way.
4. **Eligibility.** The Service is available only to individuals who are at least 18 years old and have otherwise achieved the age of adulthood in the applicable jurisdiction so as to be able to legally enter into this Agreement. User represents and warrants that if User is an individual, User is of legal age to form a binding contract, and that all registration and other information User submits or provides to Provider is accurate and truthful. Provider may, at its sole discretion, refuse to offer the Service to any person or entity. This provision is void where prohibited by law and the right to access the Service is revoked in such jurisdictions. Provider may change its eligibility criteria at any time.

5. Privacy. Provider understands that private information is very important to its users. Provider takes its users' privacy very seriously. By visiting or using Provider's Services, or by agreeing to the terms of this Agreement, User agrees to the terms and conditions of the Provider's Privacy Policy. By using the Service, User explicitly consents to Provider and its affiliate organizations use of any personally identifiable information about User collected by Provider that User provides.
6. Third-Party Links. The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Provider. Provider does not endorse or assume any responsibility for such third-party sites, materials, products or services. If User accesses a third party website from the Service, User does so at User's own risk, and User understands that this Agreement and Provider's Privacy Policy do not apply to User's use of such sites. User expressly relieves Provider from any and all liability arising from User's use of any third-party website, service, or content.
7. DISCLAIMER OF WARRANTIES; EXCLUSION OF WARRANTY. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT USER'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. USER ACKNOWLEDGES AND AGREES THAT USE OF THE SERVICE IS AT USER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, ACCURACY AND PERFORMANCE, IS WITH USER. USER ACKNOWLEDGES THAT USE OF THE SERVICE IS NOT A SUBSTITUTE FOR USER'S GOOD JUDGMENT AND THAT USER ASSUMES ANY AND ALL RISK ARISING FROM OR RELATED TO ANY SITUATION, EVENTS OR LOCATIONS IN WHICH USER PLACES HIMSELF/HERSELF WHEN USING OR ACCESSING THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PROVIDER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO TECHNOLOGY AND SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES OR REPRESENTATIONS OF ANY KIND. USER UNDERSTANDS AND AGREES THAT THERE IS NO GUARANTEE THAT THE SERVICE WILL FUNCTION AS INTENDED, THAT ALL THE FUNCTIONALITY OR ANY FUNCTIONALITY WILL BE OPERATIONAL AT ALL TIMES. PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE WILL ALWAYS OR EVER BE OPERATIONALLY AVAILABLE, AND USER ACKNOWLEDGES SUCH. USER RECOGNIZES THAT THERE ARE NUMEROUS FACTORS OUTSIDE OF PROVIDER'S CONTROL, INCLUDING BUT NOT LIMITED TO GPS ACCURACY, CELLULAR SIGNAL STRENGTH, CONDITION OF A WIRELESS DEVICE, MOBILE PROVIDER, DEVICE OPERATING SYSTEM AND POWER OUTAGES. PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO (i) THE ACCURACY OR VALIDITY OF ANY SERVICES, OR (ii) WHETHER THE SERVICES WILL BE FREE

FROM INTERRUPTIONS, ERRORS OR BUGS, OR HARMFUL OR DANGEROUS CODE. PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER AND DISCLAIMS ALL SUCH WARRANTIES, INCLUDING EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS RELATING TO THE SERVICE.

8. LIMITATION OF LIABILITY. PROVIDER ACCEPTS NO LIABILITY OF ANY KIND FOR THE CONSEQUENCES OF USING THE SERVICE OR THE FAILURE OF THE SERVICE TO PRODUCE ANY INTENDED BENEFIT. EXCEPT AS SPECIFICALLY PROVIDED HEREIN AND TO EXTENT ALLOWABLE UNDER THE LAW, USER AGREES TO WAIVE AND NEITHER PROVIDER NOR PROVIDER'S AFFILIATES, AGENTS OR RESELLERS AND USER'S ORGANIZATION SHALL BE LIABLE FOR ANY CLAIM, DEMAND, ACTION, COSTS, EXPENSE OR DAMAGES ARISING FROM OR RELATING TO USER'S USE OF OR ACCESS TO THE SERVICE AND ANY PERSONAL INJURY OR PROPERTY DAMAGE SUFFERED BY USER WHILE USING THE SERVICE. PROVIDER ACCEPTS NO LIABILITY OF ANY KIND FOR THE CONSEQUENCES OF USING THE TECHNOLOGY OR THE FAILURE OF THE SERVICE TO PRODUCE ANY INTENDED BENEFIT. PROVIDER'S TOTAL LIABILITY TO USER UNDER THIS AGREEMENT SHALL BE LIMITED TO \$100.
9. Indemnification. User agrees to indemnify and hold Provider, its officers, directors, employees, affiliates, subsidiaries, successors, assigns, directors, officers, agents, service providers, suppliers, employees, and representatives harmless from any and all claims, losses, demands, fines penalties, costs, and expenses including reasonable attorney fees and court costs, made by any third party due to or arising out of (i) User's violation of this Agreement, (ii) User's violation of any applicable laws, (iii) User's unauthorized use of the Service or (iv) User's violation of any intellectual property rights of a third party in connection with or arising out of User's download, access, and/or use of the System, including any content or services provided therein.
10. Termination. This Agreement may be terminated immediately if User breaches any term of this Agreement. Provider may terminate this Agreement at any time or restrict or prevent User from accessing or using the Service at any time, for any reason or no reason at all, without providing any notice whatsoever to User. Provider may also terminate this Agreement in the event that the Organization's Agreement is terminated. User may terminate this Agreement at any time by notifying Provider in writing. Upon termination of this Agreement, the license granted herein to User shall immediately terminate and User's access to the System shall immediately cease and User shall immediately cease all use of the System and remove all copies of the System and any related code from all electronic devices.

11. Compliance with Laws and Terms of Use. When using the Service, User shall comply with all laws, rules, regulations and policies applicable to User, Provider and/or the Service.
12. Governing Law. User agrees that the Service shall be deemed solely based in Ohio; and the Service shall be deemed a passive one that does not give rise to personal jurisdiction over Provider, either specific or general, in jurisdictions other than Ohio. This Agreement shall be governed by the internal substantive laws of the State of Ohio, without respect to its conflict of laws principles. User agrees to submit to the personal jurisdiction of the federal and state courts located in Ohio for any actions for which Provider retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.
13. Arbitration. For any dispute with Provider, User agrees to first contact Provider via email and attempt to resolve the dispute informally. In the event that the parties are not able to resolve a dispute, both parties agree to resolve any claim, controversy or dispute (not including Provider's claims for injunctive relief) in connection to this Agreement using binding arbitration by the American Arbitration Association ("AAA") under the Commercial Arbitration Rules and Supplementary Procedures for Consumer Related Disputes then in effect for the AAA, except as provided herein. The arbitration will be conducted in Cleveland, Ohio unless User and Provider agree in writing otherwise. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of that party's data, intellectual property rights, or other proprietary rights. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHERMORE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. USER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, USER IS WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.
14. Severability. In the event that any one or more of the provisions of this Agreement are held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired and enforced to the full extent permitted by law.

15. Waiver. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
16. Assignment. User may not assign this Agreement or any rights or licenses granted to User under this Agreement without Provider's prior written consent. Provider may assign this Agreement at any time in its sole discretion.
17. Force Majeure. Neither party will be liable for failure to perform or delay in performance of any obligation under this Agreement (except for User's obligation to make payments, if applicable) if such failure or delay is due to fire, flood, earthquake, war (declared or undeclared), commercial impracticability, embargo, blockade, legal prohibition, governmental action, insurrection, damage, destruction or any other cause beyond the reasonable control of such party.
18. Entire Agreement. This Agreement contains the entire agreement between Provider and User with respect to the subject matter hereof and supersedes and replaces any prior agreements between the parties with respect to such subject matter.

END USER

Acknowledged and Agreed to by:

Signature: _____

Name: _____

Its: _____

Date: _____