

END-USER LICENSE AGREEMENT

PURVIS FIRE STATION ALERTING SYSTEM (FSAS)

This End-User License Agreement ("Agreement") is made and entered into on May 12, 2015 between PURVIS Systems Incorporated, a New York Corporation, (hereinafter "PURVIS" or "Licensor"), located at 88 Silva Lane, Middletown, RI 02842 and Williamson County, ("Licensee"), located at 710 Main Street, Georgetown, TX 78626.

RECITALS

WHEREAS, Licensor has developed the PURVIS Fire Station Alerting System™ ("PURVIS FSAS" or "FSAS") and desires to grant Licensee a license to use the Software;

WHEREAS, Licensee wishes to use the Software under the terms and conditions set forth in this Agreement;

WHEREAS, Licensor and Licensee have executed a Contract, Contract Number 15RFP115, dated May 12, 2015 ("Contract") for the Licensee's procurement of the PURVIS FSAS;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Licensor and Licensee hereby agree as follows:

1. GRANT OF LICENSE

PURVIS grants Licensee a non-exclusive, perpetual license to use the Software only in connection with the PURVIS FSAS and solely for Licensee's internal business use. "*Software*" means all software, firmware, and databases created by PURVIS for the PURVIS FSAS. Refer to PURVIS' proposal and/or the Contract for the specific Software items licensed by Licensee under this Agreement.

2. RESTRICTIONS ON USE

No license or right is granted to license, sell, disclose or otherwise transfer the Software to others. Licensee shall not manufacture, modify, reproduce, copy, reverse engineer, decompile, disassemble or create derivative works of Software. Licensee acknowledges that any documentation delivered in connection with the software included in the FSAS is PURVIS' proprietary information, and Licensee may not disclose, assign or sublicense such documentation and information to anyone without PURVIS' prior written consent and then only on terms acceptable to PURVIS. Licensee represents and warrants that it is acquiring the Software and the FSAS for its own business use and purpose, without any intention to re-sell or transfer the Software or the FSAS to any third party.

3. MAINTENANCE AND SUPPORT

Warranty and Maintenance services shall be provided in accordance with PURVIS' Warranty, Maintenance, and Service Agreement for the PURVIS FSAS, for the periods and prices set forth in the Contract.

4. TERM OF AGREEMENT

This Agreement shall commence on the effective date and shall continue in effect until terminated by PURVIS or Licensee.

5. TERMINATION

Except as expressly stated to the contrary in the Contract, if either party fails to comply with any terms and conditions of this Agreement, the other party may terminate this Agreement upon 30 days written notice, specifying such breach, unless within the period of such notice, all breaches specified therein have been cured. Licensee's failure to pay PURVIS amounts due shall be considered a material breach of this Agreement.

Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, for convenience and without cause or further liability, upon ninety (90) days written notice to Proposer. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Proposer for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

Upon termination, PURVIS shall remove the Software from the Licensee's equipment. Licensee shall allow PURVIS reasonable access to the equipment so that PURVIS can remove the Software. Licensee agrees that it has no right to, and hereby expressly releases and holds PURVIS harmless from any liability for any damages, equitable relief or indemnification of any kind, including but not limited to loss of profits, or any other cost, damage, liability, loss or expense incurred by Licensee due to any expiration or termination of this Agreement.

6. WARRANTY AND REMEDIES

PURVIS warrants that Software manufactured by PURVIS, under normal use and service as originally delivered to Licensee, will function substantially in accordance with the functional description in the PURVIS proposal or the Contract. PURVIS' sole liability and Licensee's sole remedy for breach of this Software warranty shall be, at PURVIS' election, PURVIS' good faith effort to rectify the nonconformity or replace the Software with Software that conforms. This warranty does not apply if Software failure is a result of accident, misuse, abuse, misapplication or unauthorized modification by Licensee.

7. INTELLECTUAL PROPERTY

(a) *Ownership.* PURVIS alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the licensed Software contained in the FSAS. "Intellectual Property Rights" means all exclusionary, proprietary or other rights existing from time to time under patent, copyright, trade secret, trademark, unfair competition or other laws. The PURVIS name, the PURVIS logo, and the product names associated with the FSAS are trademarks of PURVIS or third parties, and no right or license is granted to use them. In the course of the performance of this Agreement, PURVIS may disclose to Licensee certain confidential information regarding the design, computer code, specifications

and other matters regarding the Software and the FSAS. Licensee agrees to hold all such information disclosed to Licensee regarding the Software and the FSAS confidential for a period of five (5) years after the termination of this Agreement and Licensee shall not during such period disclose any confidential information regarding the Software or the FSAS to any third party, except as may be required pursuant to a valid court order or subpoena. Licensee shall promptly notify PURVIS of the receipt of any such court order or subpoena and afford PURVIS the opportunity to contest or limit any such court order or subpoena as the same may relate to the Software and the FSAS and any confidential information relating thereto.

(b) *PURVIS FSAS IP Indemnity.* Except as expressly provided in the Contract, PURVIS will defend and hold Licensee harmless against any claims, legal actions, and other expenses in connection with any claims that the FSAS or any Hardware or Software created by PURVIS within the FSAS infringes or violates intellectual property rights of any third party, on the condition that Licensee notifies PURVIS promptly of the claim and gives PURVIS sole control of the defense and negotiations for its settlement or compromise. If Licensee is, or may become, prohibited from use of the FSAS by reason of an actual or anticipated claim, PURVIS will use its reasonable efforts, at PURVIS' sole cost and expense, to either: (a) obtain for Licensee the right to use the FSAS, (b) replace or modify the FSAS so that it is no longer subject to a claim but performs the same functions in an equivalent manner, or (c) refund to Licensee the amount paid in respect to the FSAS. PURVIS shall not have any liability to Licensee if the infringement or other violation of a third party right is based in any way upon (i) the use of the FSAS in combination with other components, equipment or software not furnished by PURVIS, (ii) third party or off-the-shelf Hardware or Software used in conjunction with or incorporated into the FSAS; or (iii) any component of the FSAS which has been modified or altered by Licensee without authorization. EXCEPT AS EXPRESSLY PROVIDED IN THE CONTRACT, THIS SECTION STATES THE ENTIRE RESPONSIBILITY OF PURVIS CONCERNING INTELLECTUAL PROPERTY CLAIMS REGARDING THE FSAS AND PURVIS' HARDWARE AND SOFTWARE AND WILL SURVIVE TERMINATION OF THE AGREEMENT.

(c) *Third Party Hardware and Software IP Indemnity Pass-through.* Except as expressly provided in the Contract, with respect to any third party hardware or software contained in the FSAS, PURVIS agrees to pass on to Licensee, to the extent permissible under applicable agreements, any warranties or indemnities with regard to patent or copyright infringement provided to PURVIS by such vendors. PURVIS is not authorized to act as agent for any vendor in patent or copyright matters. PURVIS will, upon notification from Licensee of any allegation of patent or copyright infringement involving third party hardware or software, promptly notify the vendor(s) and assist (at Licensee's expense) in obtaining from vendor(s) such remedies as may be contained in PURVIS' agreement(s) with such vendor(s).

(d) *Improvements.* All rights, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other apparatus programs, derivatives and related documentation, other works of authorship fixed in any tangible medium of expression, or other forms of intellectual property, whether or not subject of statutory protection, which are made, created, developed, written, conceived or first reduced to practice by PURVIS solely, jointly or on its behalf, in the course of, arising out of, or as a result of work performed under this Agreement shall belong to and be the sole and exclusive property of PURVIS.

8. PERSONAL DATA CONTAINED WITHIN THE FSAS OR ANY HOSTED SERVICES

PURVIS does not own any personal data, information or material that may be introduced into or contained within the FSAS in the course of Licensee's use of the FSAS, including, without limitation, cellular telephone numbers, names, email addresses or other information by which individuals are contacted or identified ("Personal Data"). Licensee, not PURVIS, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Personal Data. Licensee is responsible for the Personal Data and PURVIS shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Personal Data.

9. LIMITATION OF LIABILITY

EXCEPT FOR ANY EXPRESS HARDWARE OR SOFTWARE WARRANTIES PROVIDED IN THE AGREEMENT AND THE CONTRACT, PURVIS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE FSAS OR ANY HARDWARE, SOFTWARE or SERVICES THEREIN. PURVIS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE FSAS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE FSAS WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE EFFECTIVENESS OF THE FSAS IN CONVEYING EMERGENCY MESSAGES OR WARNINGS, OR THE USE TO WHICH ANY RESPONDER OR OTHER PARTY MAY PUT SUCH MESSAGES OR WARNINGS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE FSAS OR THE SERVER(S) THAT MAKE THE FSAS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE FSAS AND ALL CONTENT IS PROVIDED TO LICENSEE STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PURVIS AND ITS LICENSORS.

EXCEPT AS EXPRESSLY PROVIDED IN ANY OTHER CONTRACT OR AGREEMENT BETWEEN THE PARTIES RELATING TO THE FSAS SYSTEM, IN NO EVENT SHALL PURVIS'S AGGREGATE LIABILITY UNDER THE AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM LICENSEE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. EXCEPT AS EXPRESSLY PROVIDED IN ANY OTHER CONTRACT OR AGREEMENT BETWEEN THE PARTIES RELATING TO THE FSAS SYSTEM, IN NO EVENT SHALL PURVIS AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY

INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE FSAS, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE FSAS, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF PURVIS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. INTERNET DELAYS

THE FSAS OR ANY HOSTED SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PURVIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. LICENSEE IS SOLELY RESPONSIBLE FOR ITS ACCESS TO THE INTERNET FOR PURPOSES OF USING THE FSAS AND ANY HOSTED SERVICES. PURVIS IS NOT AN INTERNET PROVIDER AND HAS NO RESPONSIBILITY WHATSOEVER IN ARRANGING FOR, OR MONITORING, THE LICENSEE'S ACCESS TO THE INTERNET IN ORDER TO USE THE FSAS OR ANY HOSTED SERVICES.

11. FORCE MAJEURE

Neither party shall be liable to the other for any failure to perform its obligations hereunder and shall have no liability whatsoever as a result of any cause beyond the reasonable control of such party, including without limitation any theft, riot, war, flood, fire, storm, natural disaster, work stoppage, national emergency, terrorism, delay or failure of any supplier or shipper, any product, labor or parts shortage or similar event.

12. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in force and full effect. Notwithstanding the provisions of the foregoing sentence, if such invalidity shall change the basic intent of the parties as set forth in this Agreement, the rights, duties, or obligations of either party hereunder shall be subject to good-faith renegotiations between the parties.

13. NON-WAIVER

The failure of either party to exercise any right provided in this Agreement shall not constitute a waiver of any right hereunder.

14. ASSIGNMENT

Neither party shall assign, sell, transfer, or in any way encumber its interest under this Agreement without first obtaining the written consent of the other party hereto.

15. NOTICES

All notices required hereunder shall be in writing and shall be delivered to the address indicated in the Agreement (or at such other address as shall be given pursuant to this provision by either of the parties to the other).

16. INDEPENDENT COMPANY

It is understood and agreed by and between the parties that PURVIS, in satisfying the conditions of this Agreement, is acting independently, and that Licensee assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by PURVIS pursuant to this Agreement shall be in the capacity of an independent company, and not as an agent or employee of Licensee. PURVIS shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of the Agreement.

17. COMPLIANCE WITH LAWS/LAWS GOVERNING

Each party shall comply with all applicable federal, state or local laws, regulations or ordinances in effect on the date of this Agreement or thereafter adopted. The parties shall conduct all of their activities associated with this Agreement consistent with these applicable regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island.

18. CERTAIN LAWS

The PURVIS FSAS uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. Licensee agrees to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Licensee acknowledges and agrees that the Software shall not be used by, transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Software, Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National.

19. AGREEMENT

This Agreement sets forth the understanding between the parties as to the subject matter herein, and incorporates Williamson County 15RFP115 and all responses made to same by PURVIS. This Agreement, and incorporated documents, may not be altered except by a written agreement signed by both parties.

20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be an original and such counterparts together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives on the day and year first above written.

PURVIS Systems Incorporated (Licensor)

Licensee

Michelle Craft
Authorized Signature

Michelle Craft, Contracts Manager

Print Name and Title

[Signature]
Authorized Signature

Dan A. Gattis County Judge

Print Name and Title

**WARRANTY, MAINTENANCE, AND SERVICE AGREEMENT –
REMOTE SUPPORT
FOR WILLIAMSON COUNTY, TEXAS (CUSTOMER)
PURVIS FIRE STATION ALERTING SYSTEM (FSAS)**

I. INTRODUCTION

This Warranty, Maintenance, and Service Agreement (“Agreement”) is effective for a period of one year commencing upon Customer’s written acceptance of the FSAS system. This Agreement may be renewed on an annual basis by mutual written agreement of the parties at the prices set forth in the Price Schedule.

The services provided under this Agreement cover all PURVIS-provided hardware and software identified in the PURVIS FSAS Contract. Failures must be caused by PURVIS-provided FSAS hardware and/or software in order to be covered by this Agreement.

Services include Help Desk Support, Emergency Service Support, Remote Access Support, and Software Version Upgrades.

ALL CUSTOMER REQUESTS FOR SUPPORT ARE INITIATED BY CONTACTING
THE PURVIS HELP DESK:

FOR EMERGENCY SUPPORT:
PHONE: 888-841-2824

FOR NON-EMERGENCY SUPPORT:
PHONE: 888-841-2824,
ONLINE: SUPPORT.PURVIS.COM, or
E-MAIL: WILCOTXFSAS@PURVIS.COM

Services shall be performed by trained, experienced and qualified personnel and with due care, skill and diligence in accordance with applicable industry standards and the terms of this Agreement.

II. DESCRIPTION OF SERVICES

The Warranty, Maintenance and Support Services under this Agreement include the following:

Hardware Warranty	<p>PURVIS warrants that during the Warranty and Maintenance Periods, the Hardware provided by PURVIS will be free of defects in materials and workmanship, and conform to specifications set forth in the Contract and any FSAS user manuals/documentation provided to Customer. PURVIS' sole liability and responsibility under this warranty is to repair or replace, at PURVIS' option and within thirty (30) days, any Hardware provided by PURVIS which PURVIS determines does not conform to the warranty. This warranty does not cover Hardware that requires replacement due to normal wear and tear (such as UPS battery), is damaged as a result of vandalism, misuse, force majeure or other act of God (such as flood, lightning strike, etc), is disassembled, modified or tampered with, or is otherwise negligently or improperly installed or maintained by Customer.</p> <p>Any defective items will be removed and shipped to PURVIS' RI office by the Customer for repair or replacement. The Warranty does not include the cost of shipping. For hardware failures that result in a critical system operation failure, PURVIS' will deliver a replacement Hardware device or component to the Customer within 1 business day of determination by PURVIS that the Hardware provided by PURVIS has failed and does not conform to the warranty. The Customer is responsible for shipping the failed hardware device or component to PURVIS' Middletown office upon receipt of the replacement part.</p> <p>For hardware failures that result in a non-critical operation failure, PURVIS' will deliver a replacement Hardware device or component to the Customer within seven (7) business days of determination by PURVIS that the Hardware provided by PURVIS has failed and does not conform to the warranty. The Customer is responsible for shipping the failed hardware device or component to PURVIS' RI office upon receipt of the replacement part.</p>
Software Warranty	<p><i>"Software"</i> means all software, firmware, and databases created by PURVIS for the PURVIS FSAS. Refer to PURVIS' proposal and/or the Contract for the specific Software items licensed by Licensee under this Agreement.</p> <p><i>Software License.</i> PURVIS grants Customer a non-exclusive, perpetual license to use the Software only in connection with the FSAS and solely for Customer's internal business use. No license or right is granted to license, sell, disclose or otherwise transfer the Software to others. Customer shall not manufacture, modify, reproduce, copy, reverse engineer, decompile, disassemble or create derivative works of Software. Customer acknowledges that any documentation delivered in connection with the software included in the FSAS is PURVIS' proprietary information, and Customer may not disclose, assign or sublicense such documentation and information to anyone without PURVIS' prior written consent and then only on terms acceptable to PURVIS.</p>

	<p>Customer represents and warrants that it is acquiring the Software and the FSAS for its own business use and purpose, without any intention to re-sell or transfer the Software or the FSAS to any third party.</p> <p>PURVIS warrants that Software manufactured by PURVIS, under normal use and service as originally delivered to Customer, will function substantially in accordance with the functional description in the PURVIS proposal during the Warranty and Maintenance Period. PURVIS' sole liability and Customer's sole remedy for breach of this Software warranty shall be, at PURVIS' election, PURVIS' good faith effort to rectify the nonconformity or replace the Software with Software that conforms. This warranty does not apply if Software failure is a result of accident, misuse, abuse, misapplication or unauthorized modification by Customer.</p> <p>During the Warranty and Maintenance periods, it is expected that Customer shall perform any configuration updates/changes to the system for which training was provided, except as indicated below:</p> <ul style="list-style-type: none"> - During the initial one-year Warranty Period, PURVIS will provide up to 50 text-to-speech pronunciation configuration changes if requested by Customer.
Help Desk Support	<p>All requests for support must be initiated through the PURVIS Help Desk. The PURVIS Help Desk receives and logs all customer support calls and creates trouble tickets for all calls received. The Help Desk is staffed to receive calls 24x7x365.</p> <p>Emergency Requests: Contact the Help Desk by phone at 888-841-2824.</p> <p>Non-Emergency Requests: Contact the Help Desk by phone at 888-841-2824, online at Support.PURVIS.com, or email at WILCOTXFSAS@purvis.com.</p> <p>All Emergency Requests will be confirmed by phone.</p> <p>For Phone Call requests: A PURVIS Support Engineer shall acknowledge Customer's request within two (2) hours of receipt, and will solicit specific details regarding the service request if needed. Following this initial response, PURVIS will classify the event by priority level: Emergency Service Request or Non-Emergency Service Request.</p> <p>For Online or Email requests: A PURVIS Support Engineer shall acknowledge Customer's request within two (2) hours of receipt during normal business hours, Monday through Friday, between the hours of 8 AM and 5 PM Eastern Time, excluding federal holidays. PURVIS will solicit specific details regarding the service request if needed.</p> <p>Emergency Service Request is defined as a major failure of FSAS software or hardware that results in no service at one or more locations. Response to an Emergency Service Request is provided within four hours following request. PURVIS will troubleshoot, diagnose and repair emergency system failures 24/7/365, including holidays, until resolved.</p> <p>Non-Emergency Service Request is defined as a failure or incident in which the service continues to operate, but a non-critical feature, such as a speaker or LED light, is not available or does not function as it should. Service for minor</p>

	failures is provided during normal business hours, Monday through Friday, between the hours of 8 AM and 5 PM Eastern Time, excluding federal holidays. Response to a Non-Emergency Service Request is provided within the next business day, and will typically be resolved within two business days.
Emergency Svc. Support	Emergency Service Support is provided 24x7x365 to address system failures that result in no service at one or more locations.
Remote Access Support	Remote Access Support will be provided through the Secure Remote Access tool provided by Williamson County to PURVIS Systems. It will allow for access at any time that is required by PURVIS.
Software Version Upgrades	<p>General availability software version upgrades for critical issue patches and scheduled major version upgrades are included as part of this Agreement. PURVIS operates on a bi-annual build/release cycle for normal FSAS maintenance builds. Major version upgrades are planned for rollout on an 18 month cycle. Any critical software issues that may arise will be addressed and patches will be released in General Availability as soon as they are completed and successfully pass a rigorous regression test cycle.</p> <p>New builds are distributed via email, DVD, CD, or web download, at the customer's discretion. Depending on customer preference, either the customer or a PURVIS engineer will load the update into the customer's system using the Software Update feature on the PURVIS FSAS DM Console. Newly installed updates can be automatically pushed to PURVIS FSAS Station Control Units and the Central Servers at any time.</p>

III. FSAS GENERAL TERMS AND CONDITIONS

The following terms and conditions are applicable to all agreements between PURVIS Systems Incorporated and PURVIS' customers with regard to PURVIS' Fire Station Alerting System ("FSAS").

1) INTELLECTUAL PROPERTY

- (a) *Ownership.* PURVIS alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the licensed Software contained in the FSAS. "Intellectual Property Rights" means all exclusionary, proprietary or other rights existing from time to time under patent, copyright, trade secret, trademark, unfair competition or other laws. The PURVIS name, the PURVIS logo, and the product names associated with the FSAS are trademarks of PURVIS or third parties, and no right or license is granted to use them. In the course of the performance of this Agreement, PURVIS may disclose to Customer certain confidential information regarding the design, computer code, specifications and other matters regarding the Software and the FSAS. Customer agrees to hold all such information disclosed to Customer regarding the Software and the FSAS confidential for a period of five (5) years after the termination of this Agreement and Customer shall not during such period disclose any confidential

information regarding the Software or the FSAS to any third party, except as may be required pursuant to a valid court order or subpoena. Customer shall promptly notify PURVIS of the receipt of any such court order or subpoena and afford PURVIS the opportunity to contest or limit any such court order or subpoena as the same may relate to the Software and the FSAS and any confidential information relating thereto.

- (b) *PURVIS FSAS IP Indemnity.* PURVIS will defend and hold Customer harmless against any claims, legal actions, and other expenses in connection with any claims that the FSAS or any Hardware or Software created by PURVIS within the FSAS infringes or violates intellectual property rights of any third party, on the condition that Customer notifies PURVIS promptly of the claim and gives PURVIS sole control of the defense and negotiations for its settlement or compromise. If Customer is, or may become, prohibited from use of the FSAS by reason of an actual or anticipated claim, PURVIS will use its reasonable efforts, at PURVIS' sole cost and expense, to either: (a) obtain for Customer the right to use the FSAS, (b) replace or modify the FSAS so that it is no longer subject to a claim but performs the same functions in an equivalent manner, or (c) refund to Customer the amount paid in respect to the FSAS. PURVIS shall not have any liability to Customer if the infringement or other violation of a third party right is based in any way upon (i) the use of the FSAS in combination with other components, equipment or software not furnished by PURVIS, (ii) third party or off-the-shelf Hardware or Software used in conjunction with or incorporated into the FSAS; or (iii) any component of the FSAS which has been modified or altered by Customer without authorization. THIS SECTION STATES THE ENTIRE RESPONSIBILITY OF PURVIS CONCERNING INTELLECTUAL PROPERTY CLAIMS REGARDING THE FSAS AND PURVIS' HARDWARE AND SOFTWARE AND WILL SURVIVE TERMINATION OF THE AGREEMENT.
- (c) *Third Party Hardware and Software IP Indemnity Pass-through.* With respect to any third party hardware or software contained in the FSAS, PURVIS agrees to pass on to Customer, to the extent permissible under applicable agreements, any warranties or indemnities with regard to patent or copyright infringement provided to PURVIS by such vendors. PURVIS is not authorized to act as agent for any vendor in patent or copyright matters. PURVIS will, upon notification from Customer of any allegation of patent or copyright infringement involving third party hardware or software, promptly notify the vendor(s) and assist (at Customer's expense) in obtaining from vendor(s) such remedies as may be contained in PURVIS' agreement(s) with such vendor(s).
- (d) *Improvements.* All rights, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other apparatus programs, derivatives and related documentation, other works of authorship fixed in any tangible medium of expression, or other forms of intellectual property, whether or not subject of statutory protection, which are made, created, developed, written, conceived or first reduced to practice by PURVIS solely, jointly or on its behalf, in the course of, arising out of, or as a result of work performed under this Agreement shall belong to and be the sole and exclusive property of PURVIS.

2) PERSONAL DATA CONTAINED WITHIN THE FSAS OR ANY HOSTED SERVICES

PURVIS does not own any personal data, information or material that may be introduced into or contained within the FSAS in the course of Customer's use of the FSAS, including, without limitation, cellular telephone numbers, names, email addresses or other information by which individuals are contacted or identified ("Personal Data"). Customer, not PURVIS, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Personal Data. Customer is responsible for the Personal Data and PURVIS shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Personal Data.

3) LIMITATION OF LIABILITY

EXCEPT FOR ANY EXPRESS HARDWARE OR SOFTWARE WARRANTIES PROVIDED IN THE AGREEMENT, PURVIS AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE FSAS OR ANY HARDWARE, SOFTWARE or SERVICES THEREIN. PURVIS AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE FSAS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE FSAS WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE EFFECTIVENESS OF THE FSAS IN CONVEYING EMERGENCY MESSAGES OR WARNINGS, OR THE USE TO WHICH ANY RESPONDER OR OTHER PARTY MAY PUT SUCH MESSAGES OR WARNINGS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE FSAS OR THE SERVER(S) THAT MAKE THE FSAS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE FSAS AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY PURVIS AND ITS LICENSORS.

EXCEPT AS EXPRESSLY PROVIDED IN ANY OTHER CONTRACT OR AGREEMENT BETWEEN THE PARTIES RELATING TO THE FSAS SYSTEM, IN NO EVENT SHALL PURVIS'S AGGREGATE LIABILITY UNDER THE AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. EXCEPT AS EXPRESSLY PROVIDED IN ANY OTHER CONTRACT OR AGREEMENT BETWEEN THE PARTIES RELATING TO THE FSAS SYSTEM, IN NO EVENT SHALL PURVIS AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE FSAS, INCLUDING BUT NOT LIMITED TO

THE USE OR INABILITY TO USE THE FSAS, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF PURVIS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4) INTERNET DELAYS

THE FSAS OR ANY HOSTED SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PURVIS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS ACCESS TO THE INTERNET FOR PURPOSES OF USING THE FSAS AND ANY HOSTED SERVICES. PURVIS IS NOT AN INTERNET PROVIDER AND HAS NO RESPONSIBILITY WHATSOEVER IN ARRANGING FOR, OR MONITORING, THE CUSTOMER'S ACCESS TO THE INTERNET IN ORDER TO USE THE FSAS OR ANY HOSTED SERVICES.

5) FORCE MAJEURE

Neither party shall be liable to the other for any failure to perform its obligations hereunder and shall have no liability whatsoever as a result of any cause beyond the reasonable control of such party, including without limitation any theft, riot, war, flood, fire, storm, natural disaster, work stoppage, national emergency, terrorism, delay or failure of any supplier or shipper, any product, labor or parts shortage or similar event.

6) GENERAL PROVISIONS

(a) *Assignment.* Neither party shall assign, sell, transfer, or in any way encumber its interest under this Agreement without first obtaining the written consent of the other party hereto.

(b) *Amendment.* The Agreement may be amended only by mutual written agreement of the parties.

(c) *Notices.* All notices required hereunder shall be in writing and shall be delivered to the address indicated in the Agreement (or at such other address as shall be given pursuant to this provision by either of the parties to the other).

(d) *Independent Company.* It is understood and agreed by and between the parties that PURVIS, in satisfying the conditions of this Agreement, is acting independently, and that Customer assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by PURVIS pursuant to this Agreement shall be in the capacity of an independent company, and not as an agent or employee of Customer. PURVIS shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of the Agreement.