APCO IntelliComm Guidecard Software as a Service Agreement

This APCO IntelliComm Guidecard Software as a Service Agreement (the "Agreement") is made and entered by and between the Association of Public-Safety Communications Officials International, Inc., a non-profit corporation with offices at 1426 Prince St, Alexandria, VA 22314 ("APCO" or "we") and the subscribing agency ("Agency" or "you").

This Agreement provides the terms and conditions for the use of the APCO IntelliComm Guidecard Software as a Service ("APCO IntelliComm" or "Services"), which is cloud-based and loaded with an initial set of guidecards.

1. APCO's Obligations. APCO agrees to provide the Services, including hosting, maintenance, and technical support for APCO IntelliComm in accordance with the usage specifications provided to Agency and subject to the flow down terms of compliance of its cloud host.

2. Use Rights. Agency agrees to utilize the Services in strict compliance with the terms of this Agreement and limit user access to the Services to the number of authorized positions for which Agency has paid. APCO grants Agency a non-exclusive, non-transferable, non-sublicensable right to use the Services for their intended purposes. Agency shall maintain and monitor a list of assigned users for the authorized positions. APCO reserves all other rights in and to the APCO IntelliComm Services.

3. Use Restrictions. Agency shall not: (1) permit any third party or concurrent users in excess of the authorized positions to use the Services; (2) modify, or attempt to modify, APCO IntelliComm; (3) sublicense all or any portion of APCO IntelliComm; (4) decompile any code associated with APCO IntelliComm; or (5) reverse engineer any portion of APCO IntelliComm. APCO IntelliComm Services may include a physical guidecard component ("Guidecard") for use in the Services. Agency agrees that it shall not attempt to use the Guidecards in third party software or other technology platforms. The Guidecards are locked to prohibit modification absent APCO approval. Agency shall not modify APCO IntelliComm outside the approved protocols established by APCO.

4. Modifications. In the event that Agency desires modifications, Agency shall submit its request in writing to APCO. Agency acknowledges and agrees that additional fees will be charged for any Agency-specific configuration of Guidecards beyond two rounds of initial editing. If modifying EMD-related Guidecards, Agency shall provide APCO with written approval of the modification from Agency's local medical director. Upon receipt of the foregoing approval, APCO shall either approve or reject the requested modifications. If such modifications fall outside the aforementioned two rounds of editing during initial Services set up for Agency, APCO will provide a time-based estimate where applicable and invoice Agency based on APCO's prevailing fee schedule. Payment in full in advance will be required prior to APCO or its agents commencing such work.

5. Fees. The total fees for APCO IntelliComm and Services are as described in a separate

quote provided to Agency ("Total Fees"). If not enumerated in the quote, additional fees may also be invoiced to Agency for EMD-related training, certification, renewal, and re-certification of instructors and employees pursuant to the standard APCO rate sheet applicable at the time of delivery of Services to Agency.

6. Payment Terms. Agency agrees to pay the Total Fees in a single payment upon APCO granting Agency user credentials to access the training environment. Payments that are not received within thirty (30) days of the applicable due date shall accrue interest at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or at the maximum amount permitted by law, until paid to APCO in full. APCO may at its sole discretion defer or discontinue Services to the Agency while payments are in dispute and until APCO is paid in full. Agency agrees that the charges set forth herein are reasonable compensation for the acceptance and handling by APCO of such late payments. APCO further reserves the right to use any and all means of collection available under applicable law to collect any amount past due. Agency acknowledges and agrees that payments are nonrefundable once made, except pursuant to certain remedies otherwise specified in this Agreement.

7. Maintenance Fees. To maintain continued use of APCO IntelliComm, Agency must pay annual maintenance fees ("Maintenance Fees"), assessed on a per authorized position basis. Maintenance Fees commence one year after the Effective Date. APCO will invoice Maintenance Fees annually, with payments due on the anniversary of the Effective Date (the "Renewal Period"). APCO will provide written notice of any Maintenance Fee changes at least ninety (90) days prior to the end of the Renewal Period. Agency may terminate this Agreement by providing written notice to APCO within thirty (30) days of receiving such notice. Agency's inaction shall constitute consent to the increased Maintenance Fees.

8. Term; Termination. This Agreement shall commence on the Effective Date and is subject to renewal on the maintenance anniversary date (a.k.a. Renewal Period). Either party may terminate this Agreement upon sixty (60) days written notice prior to the next Renewal Period. Regardless of which party terminates the Agreement, and regardless of cause, Agency acknowledges and agrees that APCO shall retain all fees and costs incurred by Agency up to and including the date of termination, and remit to Agency the pro rata portion of the fees unused following the date of termination. APCO may terminate this Agreement immediately at any time upon APCO's determination that Agency is not in compliance with the foregoing use rights and restrictions. Agency agrees that upon termination, it will immediately cease use of APCO IntelliComm and return to APCO any physical Guidecards purchased as part of this Agreement.

9. EMD Obligations. If subscribing to the Emergency Medical Dispatch (EMD) module of APCO IntelliComm, Agency agrees to the following:

    a. EMD shall be conducted by Agency in strict compliance with the requirements provided in the implementation guide for the APCO EMD program ("Implementation Guide"), including but not limited to training of instructors and

employees, re-certification, and preparation, configuration and utilization of Guidecards.

b. Agency is responsible for engaging a local medical director to assist Agency in the configuration of EMD-related Guidecards. Agency may contract with APCO to undertake edit rounds no more than twice yearly subject to additional fees, provided the edits have been specifically approved by the Agency's medical director and pursuant to other terms as stipulated in the Agreement. Agency further acknowledges and agrees that only APCO can make edits to the Guidecards and that Agency will not make any edits on its own to its Guidecards.

c. Notify APCO immediately of any change in either its local medical director or its EMD program contact, but in no event later than thirty (30) days from the change in personnel and/or contact information for said personnel.

d. The Implementation Guide may be modified at any time by APCO and Agency will comply with any new requirements within thirty (30) days of receipt of the new Implementation Guide.

10. Compliance Audit. Agency agrees that APCO may audit Agency to ensure Agency's compliance with applicable guidelines during the term of the Agreement, or thereafter if APCO reasonably believes that APCO IntelliComm or the APCO EMD Program is being utilized beyond the effective date of termination. APCO may audit Agency no more than twice a year and the audits must be performed during normal business hours. Agency agrees to make all relevant records and personnel available for this purpose, so long as APCO provides no less than ten (10) business days' notice of its intent to audit Agency. Agency agrees to fill out and return any compliance audit forms requested by APCO within thirty (30) days of receipt thereof.

11. Insurance. APCO shall maintain the following insurance coverage for the duration of the Agreement and name the Agency as an additional insured as applicable and provide a copy of said endorsement page upon request from the Agency:

a. General Comprehensive Liability in the amount of $1,000,000 for each occurrence and $3,000,000 in the aggregate;

b. Automobile Liability (applicable only if APCO personnel have automobile operating exposure) in the amount of $1,000,000 for bodily injury and property damage per accident, including coverage for owned, hired and non-owned vehicles;

c. Workers' Compensation insurance in the amount as may be required under the applicable State Law or, if not applicable, Employer's Liability insurance with a suitable "other states" endorsement in the amount of $1,000,000 for each occurrence and $1,000,000 in the aggregate;

d. Professional liability insurance in the amount of $1,000,000; and

e. Umbrella Liability of $2,000,000 for each occurrence and $4,000,000 in the aggregate.

12. General Representations and Warranties. Each party represents and warrants that: (i) it is, and shall remain, in compliance with all applicable laws, regulations, and ordinances, and all written representations made to the other party; and (ii) that the content, materials, and intellectual property supplied and utilized by each party do not infringe the trademark, copyright, patent, or other rights of any third party.

13. APCO Service Warranty and Remedies. APCO warrants that it will provide the Services in a professional and workman like manner consistent with general industry standards and that the Services will perform substantially in accordance with the most recent specifications.

a. Both APCO and Agency agree to make the time and talents of applicable staff, agents, vendors, and contractors available to discharge the portions of their work in a timely manner in accordance with Exhibit A ("Implementation Schedule").

~~b.~~ APCO will provide one secure production environment per Agency that includes the number of authorized positions specified in the Agreement. APCO will also provide remote, web-based training of applicable Agency personnel.

c. APCO IntelliComm includes an Application Program Interface (API) for Computer Aided Dispatch (CAD) integration. The API includes commands the CAD can use to communicate system events to APCO IntelliComm and allows transmission of ongoing call and transcript content as well as dispatch commands to the CAD. Configuration of the CAD interface with APCO IntelliComm is ultimately the responsibility of the Agency and its vendor. APCO and its agents will conduct integration testing within a training environment and verify same within Agency's production environment. The parties acknowledge that any time-sensitive parameters specified by the Agency associated with the performance of this Agreement are dependent on the Agency obtaining the full and timely cooperation of its vendor. APCO will also work with CAD vendors to enhance the baseline API when it provides system-wide benefit for APCO IntelliComm users.

d. APCO and its agents will provide priority-based response and resolution of issues based on the severity level of the incident as generally described below.

1	Critical	Critical system processing has stopped and Agency is unable to perform its duties as related to the system. No workaround, bypass or alternative is available. (Critical System is defined as: network infrastructure, server or key application outage with critical impact on service delivery at the Agency.) **Incident Response Target: within four (4) hours of notification**
2	Major	A key component, application, Critical System or network is down, degraded or unusable. Processing is severely impacted at the Agency and no acceptable workaround, alternative or bypass exists. A potential critical impact on service delivery condition exists.

		Incident Response Target: within eight (8) hours of notification
3	Minor	A component, minor application or procedure is down, unusable or difficult to use. There is some operational impact to Agency, but no immediate impact on service delivery. An acceptable workaround, alternative or bypass exists. One or more users are impacted. Problems that would be considered Severity Level 1 or 2 that have a workaround, alternative or bypass available will be assigned a Severity level of 3. **Incident Response Target: within one (1) business day of notification**
4	Question, Cosmetic, with No Impact	A component, procedure or personal application (not critical to Agency) is not usable. No impact to operations, single incident failure, and a workaround, alternative or bypass is available. Deferred maintenance is acceptable. **Incident Response Target: within two (2) business days of notification**

f. APCO encourages Agency to use the online ticketing process whenever feasible to better assure accuracy of reporting and promptness of response to issues. Phone support is also available on a 24 hours per day, 7 days per week basis with live support available during Support Hours (8:30 am to 5:30 pm Eastern Time, Mon-Fri, excluding federal holidays). Regardless of time of day, online tickets and voice messages are routed to the attending support desk personnel for priority handling.

g. In the unlikely event that a severity level 1 or 2 incident is not resolved within three business days, APCO will escalate the matter to its Chief Technology Officer (CTO) or designee who will convene subject matter experts associated with APCO's agents and the Agency to resolve the issue.

h. If any issues cannot be rectified within a reasonable time after escalation, Agency's sole and exclusive remedy is to terminate this Agreement upon written notice to APCO and to receive a refund of any fees paid for the period beginning on the date the problem requiring correction was reported to APCO.

i. This service warranty shall be valid provided that:
    i. APCO IntelliComm has not been modified, changed, or altered by anyone other than APCO and its agents;
    ii. The operating environment, including hardware, systems software and network connectivity, meets APCO's recommended specifications and is in good working order;
    iii. Agency promptly notifies APCO of its need for service;
    iv. Agency provides adequate troubleshooting information and access so that APCO and its agents can identify and address problems; and
    v. All fees due to APCO have been paid.

14. APCO IntelliComm System Upgrades.

a. Regular updates to APCO IntelliComm to fix bugs, glitches, or errors or to improve security, efficiency or functionality will be automatically delivered system-wide.

b. Given the accelerating pace of innovation, APCO can anticipate a future time when substantial enhancements to APCO IntelliComm may justify the release of

an entire new version of APCO IntelliComm. In such instances, Agency will receive at least ninety (90) days advance notice and, provided its warranty remains valid, shall be offered during an introductory period the new APCO IntelliComm system at a reduced fee from what APCO intends to charge new customers. Where feasible, APCO and its agents may be in a position to support both the old and new versions of APCO IntelliComm for a transitional period.

c. APCO and its agents may offer add-on modules to Agency from time-to-time on a subscription basis that provide enhanced functionality, security, or analytic ability. Agency has the option to annually subscribe to such add-on modules, which will be subject to the same terms of use herein. Agency will be billed initially on a pro-rata basis and, subsequently, invoiced annually with payment due by the start of the Renewal Period.

15. Service Warranty Limitations.

a. Agency is responsible for acquiring and configuring all its hardware, system software and providing all network and related interfaces necessary for implementation of APCO IntelliComm. APCO and its agents are not responsible for any modifications made by a third party on Agency's behalf or the operation or use of APCO IntelliComm with any other product, hardware device, system software, program, data, apparatus, method or process.

b. APCO IntelliComm strives to incorporate to the extent possible various external data resources, including the Emergency Response Guide (ERG) from the Pipeline and Hazardous Materials Safety Administration and checklists from the National Center for Missing and Exploited Children (NCMEC) among other third party sources to include updates made to such resources; however, in as much as these resources are driven by protocols established and modified from time to time by those third parties, APCO and its agents are not responsible for the compatibility, security, configurability, functionality and continuous availability of such resources across all environments and over time.

c. If Agency is making available to APCO and its agents any facilities, software, hardware or other resources in connection with APCO's performance of its Services, Agency agrees to obtain any licenses or approvals related to these resources that may be necessary for APCO and its agents to perform Services without APCO and its agents being required to obtain added licenses or pay a fee.

d. APCO does not guarantee that the Services will perform error-free, virus-free, or uninterrupted, or that APCO or its agents will be able to correct for all errors. Agency acknowledges that APCO does not control the transfer of data over communications lines, including the Internet, nor guarantee the speed or availability of end-to-end connections, and that the Services may be subject to limitations, delays and other problems inherent in the use of such communications. Notwithstanding the above, any and all compensation for down

time that may be attributed to APCO or its agents shall be limited to a pro-rata refund of the maintenance fee based on the period of system unavailability.

16. Disclaimer of Other Warranties. ASIDE FROM THE TERMS AND CONDITIONS OF THE ABOVE SERVICE WARRANTY, APCO EXPRESSLY DISCLAIMS TO THE EXTENT PERMITTED BY APPLICABLE LAWS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

17. Ownership. Agency acknowledges that APCO retains complete ownership of the APCO IntelliComm system and all intellectual property residing therein and that this Agreement shall not be construed as a license or transfer of any interest in APCO IntelliComm or its intellectual property to Agency.

18. Data Protection. APCO and its agents take ordinary and customary security measures in protecting all data passing through APCO IntelliComm, the cloud and the portions of the non-public communications network within APCO's control.

    a. In relation to all data provided or processed through APCO IntelliComm, Agency will at all times remain the Data Controller and will be responsible for compliance with all applicable data protection or similar laws, including the General Data Protection Regulation 2016/679 (GDPR). To the extent that APCO or its agents process data in the course of providing the Services, it will do so only as a Data Processor acting on behalf of Agency as Data Controller and in accordance with the requirements of this Agreement. For any data and the content of any database Agency makes available to APCO and its agents in connection with this Agreement, Agency is responsible for the selection and implementation of procedures and controls regarding access, security, encryption, use and transmission of data and the backup and recovery of the database and any stored data. APCO may be obligated to disclose certain data associated with the operation and use of APCO IntelliComm to the extent required by law.

    b. Agency is solely responsible for maintaining the security of all user names and passwords granted to it, for the security of its information systems used to access the APCO IntelliComm platform, and for its Users' compliance with the terms of this Agreement. APCO and its agents will act as though any electronic communications it receives under Agency's user names have been sent by the Agency. Agency will immediately notify APCO if it becomes aware of any loss or theft or unauthorized use of any of user passwords or user names. APCO has the right at any time to terminate or suspend access to any User or to Agency if APCO or its agents believe in good faith that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the System or APCO's network.

    c. APCO disclaims all liability for the accuracy and/or completeness of data,

including but not limited to data supplied through APCO IntelliComm or as added or modified by Agency or any third party. Agency bears the entire responsibility for its computer network, including Agency's use of APCO IntelliComm, its integration with other third party interfaces, and the resulting performance of APCO IntelliComm and the exchange of data on Agency's and APCO's network.

19. Cognitive Data. The parties acknowledge that APCO IntelliComm is capable of cognitive analysis and machine-based learning that may improve and expand with use in ways that allow APCO IntelliComm to see, hear, speak, understand, and interpret user needs through natural methods of communication, thus making APCO IntelliComm for the Agency and all users more intelligent, engaging, and discoverable. Such added intelligent features may include but are not limited to emotion and sentiment detection, vision, noise and speech pattern recognition, knowledge, search, and natural language understanding. APCO and its agents may use Agency-derived data to improve APCO IntelliComm and related products and services, such as using said data to improve the underlying algorithms and models over time, including beyond the term of Services.

20. Personal and Sensitive Information Restrictions. The following provisions apply in the event that Agency (as Data Controller) makes personal or sensitive information (from Data Subjects) available to APCO or its agents (as Data Processor):

    a. Personally Identifiable Information ("PII") is any information that identifies or can reasonably be used to identify, contact, or locate the individual to whom such information pertains. Personal Information includes information that relates to individuals in their personal capacity (e.g., an individual's home address) as well as information that relates to individuals in their professional or business capacity (e.g., an individual's business address.);

    b. Sensitive Personal Information ("SPI") refers to information that is considered "sensitive" due to the risks that such information could be misused to significantly harm an individual in a financial, employment or social way. Examples of SPI include: an individual's name in conjunction with that individual's social security number, driver's license number, state identification number, medical information, date of birth, electronic signature or mother's maiden name;

    c. Criminal Justice Information Services ("CJIS") refers to information that must comply with security precautions to protect sensitive information such as fingerprints, criminal backgrounds, etc. gathered by local, state, tribal and federal law enforcement agencies;

    d. Health Insurance Portability and Accountability Act ("HIPAA") refers to information that is considered "sensitive" due to a US law designed to provide privacy standards to protect patient's medical records and other health information;

    e. Agency agrees to communicate, manage and mitigate risk by implementing security measures to protect PII, SPI, CJIS and/or HIPAA data from transmission

to APCO or its agents other than as permitted or required by laws and regulations ("Laws");

f. Each party agrees to inform the other of cases where it learns that an unauthorized third party has accessed or acquired Agency's PII, SPI, CJIS and/or HIPAA;

g. APCO and its agents will technically assist Agency upon written request and subject to a reasonable charge for such assistance in helping fulfill Agency's obligation to comply with the rights of Data Subjects or relating to processing security or the notification of a personal data breach; and

h. Each party may analyze data based on use of the Services for research purposes that may be reported in the aggregate provided that any PII, SPI, CJIS and/or HIPAA data has been anonymized and de-identified in accordance with Laws.

21. Export Controls. Agency warrants and certifies the Services will not be exported, re-exported or otherwise made available by Agency to any country in violation of any U.S. laws or regulations.

22. Mutual Indemnity. To the extent permitted by applicable laws, APCO and Agency shall each indemnify and defend the other party against all losses, liabilities, claims, causes of action and other expenses, including reasonable attorneys' fees, arising from activities of the indemnifying party that result from the negligence of the indemnifying party or its agents.

23. Dispute Resolution. Each party will allow the other party reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it (i) more than two (2) years after the cause of action arose, or (ii) no later than the time limitation specified under governing law. After such applicable time limit, any legal action arising out of this Agreement or any transaction under it and all respective rights related to any such action hereby lapse.

24. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR ECONOMIC CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, REVENUE, DATA, GOODWILL OR ANTICIPATED SAVINGS WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICES OR APCO INTELLICOMM, EVEN IF THE PARTY AGAINST WHICH A CLAIM IS MADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE NOTWITHSTANDING, THE TOTAL CUMULATIVE LIABILITY OF APCO AND ITS AGENTS HEREUNDER FROM ALL CAUSES OF ACTION OF ANY

KIND, WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE SHALL BE LIMITED TO (i) THE AMOUNT PAID BY AGENCY FOR THE TWELVE (12) MONTH TERM DURING WHICH THE CAUSE OF ACTION FOR SUCH CLAIM OR DAMAGE AROSE UNLESS (ii) SUCH CAUSE OF ACTION QUALIFIES FOR INDEMNITY COVERAGE PROVIDED BY APCO's INSURANCE CARRIERS FOR WHICH THE LIMIT SHALL BE THE COVERAGE MAXIMUM SPECIFIED FOR SUCH CLAIM.

25. Acknowledgment. Each party to this Agreement represents that it has carefully read this Agreement and knows and understands the contents hereof, that it has signed this Agreement as its own free act without any duress, coercion, or undue influence by or on behalf of any other party, and that it has had the benefit of counsel of its own choice in connection with the negotiation and execution of this Agreement

26. Survival. Upon termination of this Agreement, the provisions of paragraphs 2, 3, 9, 10, 13, 16 through 27 shall survive.

27. General Provisions.

a. Entire Agreement. This Agreement (including exhibits, schedules, embedded hyperlinks) comprises the entire understanding between the parties with respect to, and supersedes any prior understanding or agreement, oral or written, relating to, the subject matter hereof. This Agreement may only be amended by a writing signed by both parties.

b. Order of Precedence. In the event of a conflict between this Agreement and any Exhibits hereto, this Agreement shall prevail.

c. Notices. All notices, requests, consents and other communication hereunder shall be in writing, shall be addressed to the receiving party's address as herein or as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) made by e-mail or facsimile transmission, or (iii) sent by overnight courier. All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of delivery thereof to the receiving party at the address of such party set forth above, (ii) if made by e-mail or facsimile transmission, at the time that receipt thereof has been acknowledged by electronic confirmation or otherwise, or (iii) if sent by overnight courier, on the next business day following the day such mailing is made

d. Attorneys' Fees. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs reasonably incurred, including but not limited to, reasonable attorneys' fees, whether incurred in settlement, at trial, on appeal, or in bankruptcy.

e. Severability. The parties agree that all terms and conditions contained herein are severable, and in the event that any of them shall be held to be invalid by any

competent court, this Agreement shall be interpreted as if such invalid provisions were not contained herein, and the remaining provisions of this Agreement shall not be affected by such determination and shall remain in full force and effect.

f. Further Assurances. The parties hereto shall at any and all times, upon request by the other party, or its legal representative, make, execute, and deliver any and all such other and further instruments as may be necessary or desirable for the purpose of giving full force and effect to the provisions of this Agreement, without charge therefore.

g. Waiver. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement, or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement, or understanding at a future time.

h. Choice of Law. The parties agree that this Agreement shall be governed in accordance with the laws of the State of Delaware and, in the event of any litigation between them, such proceeding shall be brought exclusively within the courts of the State of Delaware.

i. Assignability. Agency shall not assign, delegate or transfer any of its rights or obligations hereunder without the prior written consent of APCO, which shall not be unreasonably withheld. APCO may assign, delegate or transfer any of its rights or obligations hereunder provided such designee is able, willing and agrees to fulfill the applicable terms of the Agreement.

j. Counterparts. This Agreement may be executed in one or more counterparts and when each party hereto has executed at least one counterpart, this Agreement shall become binding on all parties and such counterparts shall be deemed to be one and the same document. This Agreement may be executed by facsimile signature.

k. Headings. The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

l. Force Majeure. Neither party shall be deemed in breach of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted, or prevented by reason of any acts of God, of any government, of war, terrorism, civil disturbance, riots, natural disaster, fire, floods, unusually severe weather conditions, epidemics, quarantine restrictions, lockouts, strikes, freight embargoes, communication line or power failures or any other act or condition beyond the reasonable control of the party in question.

m. Taxes. Unless Agency is an exempt entity, Agency shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal,

state, or otherwise, however designated which are levied or imposed by reason of the transactions contemplated by this Agreement. Agency agrees to promptly pay to APCO an amount equal to any such items actually paid, or required to be collected or paid by APCO. If Agency is an exempt entity, Agency will provide APCO with proof of exemption in writing within thirty (30) days of APCO's written request of such proof.

Exhibit A – Implementation Schedule

Upon receipt of the signed Agreement, APCO and the Agency will proceed with the following implementation steps:

1. **Kickoff Meeting:** APCO and Agency will hold a kickoff meeting to discuss the details of the implementation.
2. **Initial Setup:** APCO will load the initial guidecards and grant Agency user credentials to access the training environment.
3. **Optional Guidecard Customization and Review:** If needed, APCO and Agency will make necessary customizations to the initial set of guidecards to meet the Agency's criteria.
4. **Guidecard Approval and Printing:** APCO will create printable copies for Agency approval (MD approval required for EMD; LE and Fire approval for others). Approved guidecards will be printed and shipped to the Agency. APCO will load the guidecards into the IntelliComm production environment.
5. **Training**: APCO will provide remote web-based training for designated Agency users. In-person training is available at additional cost (see sales quote).