CRS END-USER AGREEMENT

1. **DESCRIPTION OF SERVICES-CRS NOTIFY** CRS will provide to the Client full access for client to install CRS' Notify Software to the number of specified computers specified in the specific package. Client will have full licensing rights to use the software while having a current account balance.

2. **PAYMENT.** Client's monthly service fee is described in the package purchased by the Client. The first month services will be due on the first day of the billing cycle. If the monthly service fee has not been paid in full after the tenth business day of the billing cycle, the client will be charged a $15 late fee penalty. Insufficient funds (NSF) transactions, returned checks, declined credit card transactions, and any other declined payment will incur a $35 service charge and any bank or third party fees to CRS relating to the declined transaction will be the responsibility of the Client.

3. **PRODUCT AND INSTALLATION.** CRS will allow the installation its Notify as outlined in the package chosen by the client. CRS runs periodic audits of client accounts. If any audit reveals the client is using more licenses allotted for their specific account, they will be billed for whatever CRS package accommodates such amount. CRS IT support is available to ensure that Notify is fully functional at all specified Client locations and on all computers.

4. **MONTHLY SERVICES.** CRS will provide the following monthly services at no additional cost to the client:
   1. Free System Updates
   2. Technical Support from Community Response Systems
   3. Connection to the Community Response Systems Network

5. **PRODUCT OWNERSHIP.** CRS's software, including but not limited to Notify, is owned by CRS. Client is granted a license to use the CRS software specified herein but is specifically prohibited from reselling, copying, duplicating, or otherwise transferring its license to use the CRS software without CRS' written consent. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information developed in whole or part by CRS in connection with the product and services provided under this contract are the exclusive property of CRS. Client agrees that CRS' software is the intellectual property of CRS and Client is not the owner of any CRS software.

6. **PRODUCT UPGRADES.** CRS may, from time to time, offer upgraded additions to the software. CRS will provide Client with the option to purchase any upgrades to its software. Such upgrades may require an additional installation fee that will be determined at the time of the upgrade if there is an additional fee. Standard upgrades to the software will be provided to the Client at no charge.

7. **USAGE AND TESTING.** CRS strongly recommends the Client continuously test CRS Notify CRS recommends and Client is solely responsible for testing CRS Notify prior to installation, after installation, and monthly. CRS also recommends and Client is also solely responsible for ensuring CRS Notify is fully functional after any power outages, downed servers, or any natural or manmade disaster. CRS recommends documenting all

test and contacting CRS IT support immediately of any malfunction. Client also agrees to ensure any wireless transmitters used in conjunction with CRS Notify are also tested monthly and batteries replaced on a regular basis to ensure functionality. Client will ensure the wireless transmitter is always within 500 feet of the receiver and that it's fully functional through any and all physical barriers prior to implementing. Failure to comply with CRS recommendations of this subsection will waive any and all liability of CRS to Client.

Client also agrees to comply with E911 and 911 regulations if they have chosen to add E911 services onto their CRS Notify system. Client understands and agrees to the CRS Terms and Conditions, End-User Agreement, and Usage Recommendations. Client understands the basic functionality of CRS Notify and E911.

1. 911 calls go out on high alerts only.
2. Hardware buttons raise new alerts – Each press of a hardware button configured to send high alerts WILL send a new phone call to the 911 call center. Please take steps to ensure that your hardware button is mounted in a location where it is not susceptible to accidental activation.
3. Please contact your local 911 call center to ensure they can accept and process automated calls. After purchasing the e911 option, please conduct tests with your local e911 center by informing them of the test ahead of time, then follow up with them to verify that the test was successful. Please provide your local 911 center with the information outlined in this section as well as:
   a. The call will show the business name and physical address through e911
   b. The call back number will forward to the initiating locations phone
   c. The automated call will provide location name, address, city, and any applicable alert description
   d. The automated call information will be provided twice before hanging up
   e. The alert/e911 call can only be activated by a human

4. Client accepts responsibility for any additional charges associated with the e911 service. To reduce the likelihood of these charges, please verify that you have entered the correct physical address in your CRS Dashboard.

8. **TERM.** This agreement will automatically renew every month from the Execution Date unless CRS is notified in writing ten (10) days prior to termination of Client's intent to terminate the agreement. Upon termination of the agreement by either party, Client will allow CRS to obtain any equipment and/or product from Client's locations and computers specified in paragraph 3, and any other CRS property that is in Client's

possession. If the Client terminates services, the services and payments will cease on the last day of the termination month billing cycle.

9. **LIMITATION OF LIABILITY.** In order for Client to obtain the benefit of CRS' software and services, Client agrees to limit CRS' liability for any damages to the total amount paid under this agreement. CRS' software and services seek to reduce response time to dangerous and potentially life-threatening situations. However, CRS and its products or services cannot, and do not, guarantee that significant injury, financial loss, or loss of life may occur in such situations. Client agrees to hold CRS' harmless for any such losses and to indemnify CRS for any damages and attorney fees claimed by third parties for any incident occurring on Client's property.

10. **DISPUTE RESOLUTION.** This section applies to any controversy or claim arising out of or relating to the services covered by this Agreement or any document hereafter provided by CRS to Client (including any such matter involving parent, subsidiary, affiliate, successor in interest, or agent of Client, or involving any person or entity for whose benefit of the services in question are or were provided).

    In the event that CRS and Client have a dispute arising out of relating in any way to this Agreement, the parties agree to that the dispute will be governed by the laws of Alabama and submitted in the Circuit Court of Shelby County, Alabama.

11. **ENTIRE AGREEMENT.** CRS and Client agree that this agreement and any addenda hereto represent the entire agreement between CRS and Client. Any changes to the agreement shall be made in the form of an Addendum to the agreement and are only valid if executed by authorized representatives of both CRS and Client.

    (UPDATED 20150923)