

911 SECURE, LLC

END USER LICENSE AND SERVICES AGREEMENT

This End User License and Services Agreement (“Agreement”) is a legal agreement between you (“Customer” or “Licensee”) and **911 Secure, LLC**, a California limited liability company (“911 Secure,” “Company,” “we,” or “us”). This Agreement governs Customer’s access to and use of 911 Secure software, applications, cloud services, and related documentation (collectively, the “Services”).

By installing, accessing, or using the Services, Customer agrees to be bound by the terms of this Agreement. If Customer does not agree to the terms of this Agreement, Customer must not install or use the Services.

1. DEFINITIONS

“Services” means all software, applications, cloud services, platforms, systems, and related technology provided by 911 Secure, including but not limited to SENTRY™, SENTRY™ Sentinel, SENTRY™ Scout, SENTRY™ Tracker, SENTRY™ Cloud, SENTRY™ Cloud Enterprise, SENTRY™ Cloud Beacon, SENTRY™ Beacon, SENTRY™ Gatekeeper, and SENTRY™ GeoCell.

“Documentation” means written or electronic materials describing the operation or use of the Services.

“Customer Data” means data or information submitted to or processed through the Services by the Customer.

2. GRANT OF LICENSE

Subject to Customer’s compliance with this Agreement and payment of all applicable fees, 911 Secure grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Services and related Documentation solely for Customer’s internal business purposes.

All rights not expressly granted in this Agreement are reserved by 911 Secure.

3. OWNERSHIP

The Services, including all software, technology, algorithms, user interfaces, and Documentation, are the exclusive property of 911 Secure and are protected by United

States and international copyright, patent, trade secret, and other intellectual property laws.

This Agreement does not grant Customer any ownership rights in the Services.

4. USE RESTRICTIONS

Customer shall not, and shall not permit any third party to:

- Copy, reproduce, distribute, or publicly display the Services except as expressly permitted by this Agreement
 - Reverse engineer, decompile, disassemble, or attempt to derive source code
 - Modify, translate, or create derivative works based on the Services
 - Sell, lease, sublicense, or transfer the Services to any third party without written authorization from 911 Secure
 - Use the Services in violation of applicable law
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5. CUSTOMER RESPONSIBILITIES

Customer is responsible for:

- Proper configuration, deployment, and use of the Services
- Maintaining compatible telecommunications, network, and hardware infrastructure
- Ensuring that all users comply with this Agreement
- Maintaining appropriate security controls for Customer systems and devices

Customer acknowledges that improper configuration or misuse of the Services may impact system performance.

911 Secure shall not be responsible for failures caused by customer misconfiguration, misuse, or unauthorized modification of the Services.

6. THIRD-PARTY SERVICES AND INFRASTRUCTURE

The Services rely on third-party systems and infrastructure, including but not limited to:

- Cellular networks
- Internet service providers
- Cloud hosting infrastructure
- Device operating systems
- Emergency service providers and public safety answering points (PSAPs)

911 Secure does not control these systems and shall not be responsible for failures, delays, interruptions, inaccuracies, or outages caused by such third-party systems.

7. EMERGENCY SERVICES DISCLAIMER

The Services are designed to assist organizations in identifying and responding to emergency communications. However, the Services do **not replace emergency services or guarantee emergency response**.

Customer acknowledges that:

- 911 Secure does not operate emergency response centers
- The Services do not guarantee delivery or receipt of emergency communications
- Emergency response times and outcomes depend on multiple external factors beyond the control of 911 Secure

Customer is responsible for maintaining appropriate emergency response procedures.

8. CUSTOMER DATA

Customer retains ownership of all Customer Data.

Customer grants 911 Secure the right to process Customer Data solely for purposes of providing the Services.

Customer represents that it has all necessary rights and permissions to provide Customer Data for processing through the Services.

9. SECURITY

911 Secure will implement commercially reasonable administrative, physical, and technical safeguards designed to protect the Services.

Customer is responsible for securing its own systems, networks, and devices.

10. UPDATES AND MODIFICATIONS

911 Secure may update, modify, or improve the Services from time to time in order to:

- Maintain system security
- Improve functionality
- Comply with legal or regulatory requirements

Such updates may be installed automatically.

11. TERM AND TERMINATION

This Agreement remains in effect for the duration of Customer's authorized use of the Services.

911 Secure may terminate this Agreement if Customer materially breaches its terms.

Upon termination:

- Customer must immediately cease using the Services
 - All licenses granted under this Agreement terminate
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12. DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

911 SECURE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- NON-INFRINGEMENT
- ACCURACY OR RELIABILITY OF RESULTS

911 SECURE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, 911 SECURE'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO 911 SECURE FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

IN NO EVENT SHALL 911 SECURE BE LIABLE FOR ANY:

- INDIRECT DAMAGES
- INCIDENTAL DAMAGES
- CONSEQUENTIAL DAMAGES
- SPECIAL DAMAGES
- PUNITIVE DAMAGES
- LOSS OF PROFITS
- LOSS OF DATA
- BUSINESS INTERRUPTION

EVEN IF 911 SECURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. INDEMNIFICATION

911 Secure shall defend Customer against third-party claims alleging that the Services infringe a United States patent, copyright, trademark, or trade secret, provided that Customer:

1. promptly notifies 911 Secure of the claim
2. allows 911 Secure to control the defense and settlement
3. provides reasonable cooperation

This indemnity shall not apply to claims arising from:

- Customer modifications to the Services

- Customer misuse of the Services
 - Combination of the Services with third-party products not provided by 911 Secure
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15. FORCE MAJEURE

Neither party shall be liable for failure or delay in performance caused by events beyond reasonable control, including but not limited to:

- natural disasters
 - war or terrorism
 - labor disputes
 - telecommunications failures
 - internet outages
 - failures of third-party infrastructure
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16. GOVERNING LAW

This Agreement shall be governed by the laws of the **State of California**, without regard to conflict of law principles.

17. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. NO WAIVER

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Customer and 911 Secure regarding the Services and supersedes all prior agreements or understandings relating to the subject matter herein.

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