![RMS SOFTWARE, INC.]

LICENSE & SERVICES ORDER FORM ("ORDER FORM")

CLIENT INFORMATION:

CLIENT NAME ("CLIENT"):	**The City of Fredericton**
ADDRESS:	**397 Queen Street, Fredericton, NB E3B 1B5**
CONTACT NAME/TITLE:	**Jihad El Zamer / COF Purchasing Manager**
PHONE:	**(506)440-9574**
EMAIL:	**jihad.elzamer@fredericton.ca**

INITIAL LICENSE TERM: Three (3) years

FEES INFORMATION:

ANNUAL LICENSE FEES:

Product Description	Cost per Unit	Qty	Annual License Fee
Emergency Notification Services - Residents	$0.215	60,000	$12,950
System Usage - Unlimited	$0	Unlimited	$0
Support for Scheduled Stakeholder Import	Included	1	$0
Social Media Integration	Included	1	$0
SMS, Voice, Email usage	$0	Unlimited	$0
Mobile App – Guardian App (Internal use only)	$0	Included	$0
Total			$12,950

Annual License Fee(s):	**$12,950**

PROFESSIONAL SERVICES FEES:

One-Time Service Description	One-Time Fee
Training - $800 (Waived)	$0
System Implementation and initial support - $800 (Waived)	$0

Total Set-Up Fee(s):	**$0**

TOTAL FEES:

	# of Years	Cost Per year	Total Contract
Annual Fees:	3	$12,950	$38,850
One-Time Fees (Set Up & Integration):			$0
Total Fees			$38,850

Fees Payable Net 30	**$12,950**

STANDARD CONDITIONS:

1. **Effective Date.** The effective date of this Order Form will be the date of last execution as set forth in the signature block below ("Effective Date").

2. **Master License and Services Agreement.** By signing this Order Form, Client agrees to be bound by all of the standard terms and conditions of the RMS Master License and Services Agreement which is expressly incorporated by reference in this Order Form as set forth in the following URL of RMS:

https://www.rmssoftwareinc.com/hubfs/Downloadable%20Documents/RMS%20MLSA_2017-10-19.pdf, as attached hereto, together with this Order Form being the "Agreement" except as specifically revised by any special conditions noted herein and any conflict between the RMS Master License and Services Agreement and this Order Form, this Order Form shall prevail. Any capitalized terms used in this Order Form, unless specifically defined herein, shall have the meanings assigned to them in the Agreement. By signing this Order Form, Client agrees to license the Products listed above subject to all of the terms and conditions of the Agreement and this Order Form. Client's offer to license the Products becomes a binding commitment upon signing of this Order Form by both Parties. The individual representative of Client executing this Order Form has full authority to bind the Client to the terms and conditions of the Agreement. (hereinafter as between RMS and the Client, each a "Party", and collectively referred to as the "Parties")

3. **Fees Payable.** Fees are due in Canadian dollars and are based on a three (3) year agreement. Client shall pay to RMS, or its designee, without offset or deduction, the Fees set forth in this Order Form (or a related invoice in connection with any Renewal License Term) within thirty (30) days of the relevant RMS invoice. RMS reserves the right to increase the above-referenced "Annual License Fees" (not to exceed 3% annually) following the Initial License Term or any Renewal License Term, as the case may be.

4. **RMS Training.** Implementation and training charges are one-time only charges based on a single engagement to be executed within the first 3 months: please see special conditions. If training or services are provided after 3 months or required over multiple engagements (at no fault of RMS Software) additional charges may apply. Additional training is available at a cost of $200 per hour and is web-based.

5. **RMS System license fees.** System license fees will be charged at a rate of $0.215 CAD per stakeholder, as incurred, on a pro-rated basis for stakeholders over the maximum noted in the contract.

6. **Annual notification credits**: Usage is unlimited.

7. **Purchase Orders.** Client agrees that if its internal procedures require that a purchase order be issued as a condition to payment of any Fees due to RMS, Client will timely issue such purchase order to RMS. Notwithstanding the foregoing, Client agrees that the absence of a purchase order or other ordering document may not be used as a defense to avoid or excuse the performance of any of Client's obligations under the Agreement, including, but not limited to, payment of all Fees due to RMS.

8. **Services.** Client is responsible for supplying and maintaining, at its own expense, the required hardware and supplies to run the related Product(s). In addition, the above-referenced "Remote Set-Up and Configuration" fees cover an initial one-time deployment. If Client makes infrastructure or other changes (including, but not limited to, changes in its location, call-taking equipment, carrier, network or other hardware) that require re-deployment and additional testing of Services, additional Set-Up and Configuration fees may apply.

1. **Products and Services**
1.1 RMS shall provide the Products and Services related to emergency mass notification software that engages directly with End Users as outlined in this order form in accordance with this Agreement.

2. **Access Grant and Restrictions**
2.1 Subject to the terms of this Agreement, RMS hereby grants to the Client a limited, non-sublicensable, non-transferable, non-exclusive subscription during the initial license term and any renewal license term for the Client to use the specific Products and Services specified in this Order Form up to the quantity of users identified in this Order Form, and solely for the Client's business purposes.

2.2 RMS warrants to the Client that the Services shall perform in accordance with and achieve the functionality and performance capabilities that are set out in Appendix 1 (SLP). Client remedies in case of breach of this warranty shall be specified in Appendix 1.

3. **Term and Termination**
3.1 Notwitstanding the date signed, this Agreement is based on a three (3) year term, commencing on March 1, 2020 and expiring on February 29, 2024 (the "Initial License Term"), unless renewed or terminated earlier in accordance with the provisions of this Agreement. Upon mutual agreement, two additional renewal options are available to the Parties, each considered a Renewal License Term, for a duration of two years each provided the Client gives notice to RMS of its exercise of the renewal option prior to the end of the Initial License Term or Renewal License Term. Payment is due in Canadian dollars. Payment by invoice and PO authorized.

3.2 The Client may, at its sole discretion, terminate this Agreement upon thirty (30) days written notice of intention to terminate to RMS at any time prior to the expiration of the Initial License Term or any Renewal License Term.

(a) In the event this Agreement is terminated prior to the expiry of the Initial License Term or Renewal License Term, RMS shall cease providing the Services and, except as provided in Section 3.3, will not be reimbursed for lost revenues or anticipated profits between the date of termination and the expiry of the Initial License Term or Renewal License Term. RMS shall not have any claim or entitlement to any compensation or damage arising from such termination.

3.3 Upon the termination of this Agreement for any reason: (a) any amounts owed to RMS by the Client under this Agreement shall become immediately due and payable including the annual license fee that applies to the year in which a written notice of intention to terminate is provided to RMS. Payment to RMS shall constitute full and final satisfaction of the Client's payment obligations to RMS under this Agreement; (b) the Client will cease using the Products and Services; and (c) RMS will shut down the mass notification platform.

4. **Acknowledgments/Representations**

4.1 The Parties acknowledge that the Client issued a Request for Proposal (P20-45) Mass Notification Application (the "RFP") and RMS, following its submission of a proposal, dated September 1, 2020 ("RFP Response"), was the highest scored bidder to respond to the RFP to supply and implement a mass notification app that offers a convenient solution for municipal based services and emergency measures organization requirements, and the Council of the City of Fredericton adopted a resolution on February 22, 2021 authorizing an award under Proposal P20-45 Mass Notification Application to RMS, and authorized and approved this Agreement between the Parties, the Parties now wish to enter into this Agreement pursuant to the RFP and the RFP Response, on the terms and conditions set forth herein.

4.2 RMS and the Client acknowledge and agree that it has the legal power and authority to enter into this Agreement and the signatory to this Agreement has been duly authorized to execute and deliver this Agreement to make it a valid and binding obligation, enforceable in accordance with its terms.

4.3 RMS acknowledges and agrees that:
(a) it shall perform and provide the Products and Services in good faith and in a professional manner that is consistent with the same reasonable standards of professional skill and competence generally applicable to generally recognized firms providing the same or similar services and industry standards;
(b) it is incorporated under the laws of Canada, and throughout the Term (and any Renewal License Term) will remain a corporation duly organized and validly existing;
(c) it has no knowledge of any untrue or incorrect written representation or assurance relative to RMS's capabilities, given by it or any RMS personnel to the Client in connection with this Agreement, the Client's Request for Proposal P20-45, Mass Notification Application or the Supplier Proposal;
(d) it will fulfil its obligations to the Client under this Agreement throughout the Term and any Renewal License Term;
(e) to the best of RMS's knowledge, the observance and performance of the terms and conditions of this Agreement do not and will not constitute a material breach by it of or a default by it under any agreement or applicable laws;
(f) it has, and will have throughout the Term (and any Renewal License Term), sufficient trained staff, facilities, materials, appropriate equipment and agreements with subcontractors in place and available to enable it to fully perform its obligations under this Agreement;
(g) it owns or has secured all rights to Intellectual Property necessary for RMS to provide the Products and Services throughout the Term, and any Renewal License Term, as contemplated under this Agreement and is not involved in litigation, nor is it aware of contemplated litigation, where a third party is making a claim of infringement, violation or misappropriation of Intellectual Property rights against RMS, Supplier Affiliate or customer of RMS in respect to the Services;
(h) it has all necessary rights, powers and capacity necessary to grant the license provided for herein to the Client free and clear of any lien, claim, encumbrance or security interest of any kind whatsoever throughout the Term and any Renewal License Term;
(i) throughout the Term, and any Renewal License Term, all processes that store or transmit Personal Information are maintained in a secure environment and are compliant with an established cyber security framework such as but not limited to ISO27001 standard, NISI cybersecurity framework or COBIT 5. It will at its own cost ensure its systems and processes remain compliant with an established cyber security framework;

(j) it has responsibility for the security of Personal Information or data and implements all reasonable measures to protect information and to prevent any kind of unauthorized access, misuse, loss or disclosure throughout the Term and any Renewal License Term, including functions related to storing, processing and transmission;

(k) throughout the Term, and any Renewal License Term, it will notify, at its cost, End Users and the Client upon learning of a Security Breach affecting the Services. In addition, where monitoring is customary after a Security Breach, RMS shall also bear the cost of one year of credit monitoring to affected End Users;

(l)it shall use commercial efforts to provide Products and Services that are free from material programming errors and other errors and defects in material and workmanship that impede functionality;

(m) it has no knowledge of any facts that may adversely affect its business, operations, financial condition or its ability to fulfill its obligations to the Client under this Agreement;

(n) it shall act in accordance with all applicable laws, regulations and standards of authorities having jurisdiction throughout the Term and any Renewal License Term;

(o) the Products and Services will perform in accordance with and provide the functionality described in the Supplier Proposal and any related documentation with RMS providing the Services using the degree of care, diligence and skill exercised by leading professional firms providing the same or similar services;

(p) no Personal Information, data, Confidential Information will be sold, shared or transferred except as may be provided within this Agreement;

(q) it is the data processor for the Personal Information of End Users that is processed within the interface and mobile application and, regarding End Users who register for the RMS Services through a hyperlink on a Client website, explicit consent will be obtained by RMS for the collection and use of their Personal Information;

(r) subject to applicable laws and regulations, End Users may have the following rights with respect to their Personal Information that resides with RMS: (i)to access their Personal Information and to rectify any inaccuracies within that Personal Information; (ii)to request that their Personal Information be erased; and (iii)to withdraw their consent for the processing of their Personal Information;

(s) it is not involved in litigation, not is aware of contemplated litigation, where a third party is making a claim of infringement, violation or misappropriation of intellectual property rights against RMS, an affiliate or client in respect to the Products or Services; and

(t)the locations of its data centers are in Canada being Mississauga, ON and Kelowna, BC, and they shall remain in Canada throughout the Term and any Renewal License Term.

5. **Personal Information**

5.1 RMS acknowledges that the Client is subject to the *Right to Information and Protection of Privacy Act* (SNB 2009, c. R-10.6, as amended) ("RTIPPA", NB), and as such, disclosure and confidentiality obligations of the Parties are governed thereunder.

5.2 RMS shall not in connection with providing the Products or Services have access to or collect, use, disclose or otherwise process Personal Information about identifiable individuals or End Users from the Client unless the Client otherwise directs in writing.

5.3 The Parties acknowledge that RMS will have access to, collect, use, disclose or otherwise process Personal Information about End Users from the End Users who register as users of the emergency mass notification software or system. RMS shall obtain any and all required approvals or consents for the collection, use, disclosure or processing of Personal Information directly from the End Users who register for the RMS Services as

indicated at Section 4.3(q) above, and shall comply with the additional terms and conditions outlined in the attached Appendix 2.

5.4 If during the Term or Renewal License Term of this Agreement, RMS accesses or receives Personal Information from the Client or End User, RMS shall protect the Personal Information by making security arrangements against risks of unauthorized access, collection, use, disclosure or disposal of the Personal Information. In addition, RMS shall not use, disclose or store any Personal Information outside Canada or permit access to any Personal Information from outside Canada. As between the Parties, any Personal Information supplied by the Client is and shall at all times remain the exclusive property of the Client.

Further, in relation to Personal Information, RMS shall comply with any requirements of the RTIPPA NB including any applicable order of the commissioner and any direction given by the Client that is permitted or required to be given pursuant to legislation.

5.5 Unless the Client otherwise directs in writing, RMS may only collect or create Personal Information that is necessary for the performance of RMS's obligations or the exercise of their rights under the Agreement.

5.6 RMS shall also implement and enforce security arrangements that will ensure all Personal Information that it collects or uses is protected at all times from unauthorized access or disclosure and shall provide written confirmation of its security arrangements to the Client upon request.

5.7 With respect to Personal Information, RMS shall not disclose to any person or allow any person to access, and shall ensure that none of their personnel disclose to any person or allow any person to access, the Personal Information, except: (a)as authorized by RTIPPA or PIPEDA; (b)as authorized pursuant to this Agreement; (c)as expressly approved by the Client; (d)as expressly approved by the End User; or (e)pursuant to an order of a Canadian court of competent jurisdiction.

5.8 RMS shall ensure that its Supplier Affiliates shall not have any access to or custody or use of any Personal Information about End Users unless in each case such access, custody or use has been authorized in advance by the End User.

5.9 RMS acknowledges and agrees that it will not acquire any rights (directly or indirectly) to use or own any Personal Information other than the right to use it for the sole purpose of fulfilling its obligations to the Client under this Agreement.

5.10 RMS acknowledges and agrees that their privacy policy or terms of use do not prevail over this Agreement.

6. **Insurance**
6.1 RMS and any subcontractors involved in the delivery of the Products or Service, shall carry, at its own expense, for the Term, and any Renewal License Term, the following insurance, including umbrella coverage:

(a)Commercial General Liability insurance in an amount not less than $2,000,000.00 per occurrence, with a $5,000,000.00 aggregate within any policy year, including the Client as an additional insured and a cross liability clause;

(b)professional liability insurance (errors and omissions) coverage of $3,000,000 per claim, with a $3,000,000 aggregate within any policy year, including the Client as an additional insured, insuring RMS's liability resulting from errors and omissions in the performance of the Service which shall include coverage for network security/privacy liability such as that for data breaches, data theft, unauthorized access/use, negligent transmission of a computer virus, identity theft, and any invasion, violation, breach or infringement of any right to privacy resulting from both electronic and non-electronic events with respect to any Personal Information in any form, and which shall remain in effect for a period of two years after expiry or termination of this Agreement in order to respond to any claims or losses;

(c) all the insurance described in this Section will be primary and not require the sharing of any loss by any insurer of the Client; RMS will provide thirty (30) days prior notice to the Client of cancellation or material change or alteration of the insurance policies set out in this Section;

(d) RMS shall provide the Client insurance certificates evidencing the required insurance policies upon the execution of this Agreement, and when requested by the City.

7. **Indemnification**

7.1 In addition to Section 8 of the Master License and Services Agreement, RMS shall indemnify and save harmless the Client, its employees, agents, contractors, officers, mayor and elected officials from and against any and all damages to the extent that such damages arise from or relate to:

(a) the gross negligence or gross misconduct of RMS or Supplier Affiliate in the performance or delivery of the Products or Services;

(b) a Security Breach caused by or attributable to the negligence, actions, omissions or delays in the performance of this Agreement by RMS or Supplier Affiliate; or

(c) a breach related to a Personal Information obligation by RMS or Supplier Affiliate.

8. **Limitations**

8.1 The limitation of liability in Section 6.2 of the Master License and Services Agreement does not apply to any of the following:

(a) the indemnities provided under Section 7 above or a breach of confidentiality;

(b) a Party's liability to pay fees, expenses or taxes under this Agreement;

(c) a Party's liabilities and obligations in respect of an indemnified claim under Section 7 above;

(d) a Party's liability for fraud or a deliberate wrongful act; or

(e) a Party's gross negligence or willful, criminal or fraudulent misconduct; for the purposes of this Agreement "Gross Negligence" shall be defined as

    (1)   willful, wanton, careless or reckless conduct, misconduct, failures, omissions or disregard of the duty of care towards others if a risk known or so obvious that the individual must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or

    (2)   failure to use even the slightest amount of care or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. To avoid doubt, Gross Negligence must be more than any mere mistake resulting from inexperience,

excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention.

8.2 With regard to the subjects of Section 8.1 above, the cumulative liability of RMS to Client for all claims arising from or relating to this Agreement and/or the operation or use of the Services and Products shall not exceed CAD $250,000 regardless of whether any action or claim is based on warranty, indemnification, contract, tort, negligence, strict liability or otherwise. The existence of multiple claims will not enlarge this limit.

9. **Miscellaneous**

9.1 **Applicable Law**

The Parties acknowledge and agree that this Agreement shall be governed by, construed and enforced in accordance with the laws of the Province of New Brunswick and any federal laws of Canada applicable therein. The Parties submit to the exclusive jurisdiction of the courts of the Province of New Brunswick, that is, any claim or dispute with respect to or in relation to this Agreement shall be determined by a court of competent jurisdiction within the Province of New Brunswick.

9.2 **Dispute Resolution**

If a dispute arises between the Client and RMS arising out of or relating to this Agreement, or the subject matter hereof, the Client and RMS agree that they shall each make all reasonable efforts to resolve any such dispute on a timely basis through amicable negotiations. Disputes shall promptly be referred by each Party to their respective senior management representatives who have the authority to resolve and settle any such disputes on their behalf. In the event that such representatives cannot resolve the dispute within ten (10) business days or such longer period as the Parties may agree in writing, either Party may elect, upon giving prior written notice to the other Party, to resolve the matter through mediation or arbitration by a mutually acceptable mediator or arbitrator in accordance with the *Arbitration Act*, SNB, 2014, c. 100, of New Brunswick, as amended. It is further agreed by the Parties that the cost of such shall be borne equally by both Parties.

9.3 **Other**

The Parties acknowledge and agree that they have had the opportunity to have this Agreement reviewed by their respective legal counsel.

9.4 **Costs**

It Is acknowledged that each Party shall pay their own costs, charges and expenses of and incidental to the preparation of this Agreement.

9.5 **Survival**

Neither the expiration nor the earlier termination of this Agreement shall relieve, or be deemed to relieve, a party from any duties, obligations or liabilities hereunder that accrued prior to such expiration or termination, or which by their nature are intended to survive the performance, expiration or termination of this Agreement, including but not limited to those duties and obligations set out under Special Conditions – Section 3 (Term and Termination), Section 4 (Acknowledgements/Representations), Section 5 (Personal Information and Appendix 2, Privacy Protection – Additional Obligations), Section 6 (Insurance), Section 7 (Indemnification) and Section 8 (Limitations).

10. **Definitions**

10.1 The following terms shall have the meanings below in this Agreement:

(a)"End Users" means individuals associated with Client who register with RMS or establish a profile with RMS to receive emergency mass notifications and have accepted RMS's then-current terms of use and privacy policy.

(b)"Intellectual Property" means all proprietary rights, including but not limited to, all patent, database rights, copyright, trade secret, trademark and other intellectual property rights.

(c)"Personal Information" has the meaning given in the *Right to Information and Protection of Privacy Act* (SNB 2009, c. R-10.6, as amended).

(d) "RFP" means the Request for Proposal P20-45 Mass Notification Application and all addenda issued in respect thereof, by the Client.

(e)"Security Breach" means a Party's (i) improper or unauthorized collection, handling, management, control, use, retention, storage, disclosure, transfer, disposal, destruction or loss of data, municipal content or Personal Information, in a way that results in a violation, in any material respect, of this Agreement or applicable data privacy/security laws or regulations, or (ii) act, error or omission that violates, or causes the other Party to violate, in any material respect any applicable data privacy laws or regulations.

(f) "Supplier Affiliate" means any employee, director, officer, agent, associated service provider, supplier or subcontractor of RMS.

(g) "Supplier Proposal" means the proposal dated September 1, 2020 submitted by RMS to the Client.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

PARTIES TO SIGN ON THE FOLLOWING PAGE

RMS
SOFTWARE, INC.

AGREED AND ACCEPTED:

RMS Software Inc.

Signature: _____

Printed Name:

Title:

Date: February ___ , 2021

CLIENT: **The City of Fredericton, NB**

Signature: _____

Printed Name: Michael G. O'Brien

Title: Mayor

Date: February 22, 2021

Signature: _____

Printed Name: Jennifer Lawson Murray

Title: City Clerk

Date: February 22, 2021

RMS SOFTWARE, INC.
MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (together with RMS's Support and Service Level Policy, attached hereto as Appendix 1, and 2, and all Order Forms entered into by the Parties, the "Agreement") governs the license of all Products and acquisition and use of all Services provided by RMS Software, Inc. ("RMS") except as otherwise specified under special conditions in an Order Form. Any conflict or inconsistency between the provisions of the Master License and Services Agreement and any special condition in an Order Form, the special conditions will prevail over the Master License and Services Agreement. By executing this Agreement or any related RMS order form that incorporates this Agreement by reference therein or is otherwise attached as an exhibit hereto ("Order Form"), RMS and Client agrees to all of the terms and conditions of this Agreement as of the "Effective Date" of such Order Form specified therein with respect to the Products and Services covered under such Order Form. Each of RMS and Client shall also be referred to individually as a "Party" and collectively as the "Parties". Any other capitalized terms used in this Agreement shall have the meanings assigned to them in Section 10 hereof and throughout this Agreement.

1. SERVICES AND PRODUCTS

1.1 Services. In consideration of the Fee(s) payable by Client pursuant to the Order Form(s), RMS shall provide the Client with (i) the RMS services specified in such Order Form(s), (ii) the related technical support services specified in RMS's Support and Service Level Policy ("Support"), and (iii) the license to RMS's related proprietary application software product(s) and Documentation (collectively, "Products") set forth in Section 1.2 below. For purposes of this Agreement, the RMS services, Support and Products referred to above in (i)-(iii), together with any Professional Services specified in the Order Form(s), are collectively referred to as the "Services".

1.2 Products License. Subject to the terms and conditions of this Agreement, RMS hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicenseable right and license during the applicable License Term (defined in Section 2.1) (i) to access and operate the Products, (ii) to permit Administrators to use the features and functions of the Products, and (iii) to make copies of the Documentation solely for Client's internal use by Administrators. RMS may, in its discretion, develop and release generally to licensees updates or upgrades to the Products. Subject to Client's payment of the Fees and all other amounts that may be payable with respect to the Products, RMS shall, during the applicable License Term, make any such updates and upgrades available to Client if and when generally released to licensees at no additional cost (not including any software marketed by RMS as a separate product or as a module for which additional fees are charged, as described in an Order Form). Any such updates and upgrades provided under this Agreement shall be deemed to constitute part of the Products and shall be subject to all of the terms and conditions set forth in this Agreement. Client acknowledges that RMS and its licensors own all right, title, and interest, including all Intellectual Property Rights in and to the Products (and any and all derivative works thereof), and RMS expressly reserves all rights not expressly granted to Client hereunder. "Intellectual Property Rights" means any and all now known or hereafter existing rights associated with intangible property, including but not limited to registered and unregistered, United States, Canada and other foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).

1.3 Product Restrictions. Except to the extent otherwise expressly authorized by RMS under this Agreement, Client shall not, and shall not allow any third party to, copy, modify, adapt, translate, publicly display, publish, create derivative works of or distribute the Products. Client will not use the Products for any purposes beyond the scope of or otherwise not in accordance with the licenses granted in 1.2 above. Without limiting the foregoing, Client will not (i) authorize or permit use of the Products by or for persons other than Administrators; (ii) assign, sublicense, sell, lease or otherwise transfer or convey the licenses granted hereunder; (iii) modify or create any derivative works of the Products (or any component thereof); or (iv) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Products is compiled or interpreted. Client hereby acknowledges that nothing in this Agreement shall be construed to grant Client any right to obtain or use such source code or any derivative works thereof. Client shall

duplicate all proprietary notices and legends of RMS upon any and all copies of the Products authorized to be made by Client and shall not remove, alter or obscure any such proprietary notice or legend.

2. TERM AND TERMINATION

2.1 License Term and Agreement Term. The initial term of each license to a Product under this Agreement shall be set forth in the applicable Order Form ("Initial License Term"). Except as otherwise specified in such Order Form, each license will be automatically renewed on the same terms and conditions herein for successive one-year terms (each, a "Renewal License Term"), at RMS's then-current pricing, unless either Party provides written notice to the other Party of its intent not to renew such license at least ninety (90) days prior to the expiration date of the then-current License Term. As used in this Agreement, "License Term" means the entire period during which the license to a Product hereunder is in effect. The term of this Agreement shall commence on the Effective Date of the initial Order Form entered into by the Parties hereunder and, subject to any termination of this Agreement by a Party pursuant to Section 2.2 below, shall automatically expire upon the termination or expiration of all Order Forms entered into under this Agreement ("Agreement Term").

2.2 Termination for Breach/Bankruptcy. Either Party may terminate this Agreement (or the license to any Product(s) hereunder) upon written notice in the event that the other Party fails to make a required payment hereunder or materially breaches this Agreement and thereafter (i) in the case of non-payment, has failed to pay such amounts within five (5) days after receiving written notice thereof; or (ii) in the case of material breach, has failed to cure the breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the other Party) within thirty (30) days after receiving written notice thereof. In addition, either Party may terminate this Agreement upon written notice after the other Party has executed an assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days.

2.3 Effect of Termination. Upon any termination or expiration of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information and, in the case of the Client, the Products; (ii) return to the other Party or, at the other Party's option, destroy, all originals and all copies of such other Party's Confidential Information then in its possession; and (iii) shall promptly pay all amounts due and remaining payable hereunder. Termination or expiration of this Agreement will automatically terminate all licenses granted hereunder. Without limiting the foregoing, upon any termination or expiration of the license to any Product(s) hereunder, Client's license rights in such Product(s) shall immediately terminate and Client shall immediately discontinue all use of such Products and RMS's related Confidential Information.

2.4 Survival of Obligations. The provisions of this Agreement that, by their nature, are intended to survive a termination or expiration of this Agreement (or the license to any Products hereunder), including without limitation Client's obligations to pay any amounts due and outstanding hereunder and the provisions of Sections 1.3, 2.3, 2.4, 4, 5, 6, 7, 8, 9 and 10 hereof, shall

survive termination or expiration of this Agreement (or the license to any Product(s) hereunder).

3. PROFESSIONAL SERVICES

Any Professional Services to be provided by RMS to Client shall be provided in accordance with the specific terms and conditions of the relevant Order Form covering such Professional Services, including, but not limited to, the fees payable by Client to RMS thereunder.

4. FEES AND PAYMENTS

4.1 Payment of Fees. The license fees payable by Client for each Product and the fees payable for any related Professional Services are set forth in the applicable Order Form covering such Product(s) and/or Professional Services, as the case may be (collectively, "Fees"). All Fees are expressed in Canadian Dollars, unless otherwise specified in an Order Form.

4.2 Taxes. All amounts payable under this Agreement shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Client will be responsible for payment of all such taxes (other than taxes based on RMS's net income), fees, duties and charges, and any related penalties and interest, arising from the payment of any Fees, the grant of license rights or the delivery of Services under the Agreement.

4.3 Disputes and Late Charges. Client must notify RMS, or its designee, in writing of any dispute or disagreement with invoiced charges within ten (10) days after the date of invoice. Absent such notice, Client shall be deemed to have agreed to the Fees as invoiced upon the expiration of such time period. Unless otherwise stated in an Order Form, RMS reserves the right to charge, and Client agrees to pay, a late charge equal to the greater of one and one-half percent (1½%) or the highest rate permitted by law, per month, on any amount that is not the subject of a reasonable, good faith dispute that is unpaid on the due date, and on any other outstanding balance.

5. CLIENT OBLIGATIONS

5.1 Client Operation. Client acknowledges and agrees (i) that Client is responsible for certain aspects of the operation of the Products, as set forth in the Documentation, including the related training and supervision of Administrators, and (ii) that in no event shall RMS have any liability relating to Client's or any Administrators' failure to operate the Products in accordance with the Documentation.

5.2 Client Compliance. Client shall use the Services in compliance with all applicable laws, statutes, regulations, ordinances, rules or other requirements promulgated by governing authorities or otherwise imposed by Third Party Service Providers having jurisdiction over the Parties or the operation or use of the Services, including without limitation any contract provisions prohibiting Client from utilizing the Services to deliver to any Third Party Service Provider for transmission or dissemination material that violates any content restrictions set forth therein. In any event, Client shall not (i) deliver to Third Party Service Providers for transmission or disseminate any content or material under this Agreement that (a) is harassing, defamatory, libelous, abusive, threatening, obscene, coercive or objectionable, including material that is false, misleading or inaccurate or (b) violates the rights of any person or company protected by copyright, trademark, trade secret, patent or other intellectual property or similar laws or regulations; (ii) use the Services or RMS's systems to transmit or disseminate unsolicited material, including without limitation "junk mail" or "unsolicited bulk e-mail", or other advertising material to persons or entities that have not specifically agreed to receive such material by either opting in or not opting out in a lawful manner; (iii) send messages to individuals who have opted out of receiving messages from Client; or (iv) use the Services or RMS systems to introduce malicious programs into the Products, RMS's systems, or the Third Party Service Providers' networks or servers, including viruses, worms, Trojan horses, e-mail bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information, including executing

any form of network monitoring that will intercept or extract data. Under no circumstances shall Client be authorized to make any representations, warrantees or guarantees with respect to the Services, except to the extent expressly set forth in this Agreement. Client shall be responsible for the compliance by all Designated Institutions and their respective Administrators with all of the terms and conditions of this Agreement.

5.3 Client Content. If Client provides or otherwise makes available any information or any other data collected by Client or a third party regarding End Users to RMS or any Third Party Service Provider or Emergency Service Provider in connection with the operation or use of the Services (collectively, the "Client Content"), Client represents and warrants that Client has any and all legal rights in and to such Client Content, in order to use and disclose, and permit use and disclosure of, the Client Content in connection with the operation and use of the Services as contemplated by the Documentation or this Agreement.

5.4 Geographic Information System (GIS) Mapping Services. RMS utilizes the GIS mapping services of a third-party service provider in order to perform certain Services and deliver certain Products to Client. Clients who order such Services or Products are obligated to specific terms and conditions related to that use in the same manner in which RMS is obligated to the third-party service provider. Unless otherwise explicitly stated in an Order Form, these GIS mapping services or content are not intended for use in any mission-critical applications. Client understands and agrees that Products and Services which incorporate the GIS mapping services of a third-party service provider are subject to the same limited warranty as set out in Section 6.1.

6. LIMITED WARRANTY AND LIMITATIONS

6.1 Limited Warranty. THE SERVICES AND PRODUCTS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RMS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, RELATING TO THE SERVICES AND PRODUCTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, DATA ACCURACY, SATISFACTORY QUALITY, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY RMS ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. RMS does not warrant that the Services or Products will meet Client's or any Designated Institution's requirements, that the operation thereof will be uninterrupted or error-free, or that all errors will be corrected. Without limiting the foregoing, the Client acknowledges and agrees that (i) RMS cannot guarantee the performance of any Third Party Service Provider or Emergency Service Provider and that neither Party may make any claims or guarantees on behalf of Third Party Service Providers or Emergency Service Providers regarding any matters, (ii) delivery of any messages or any information regarding End Users in connection with the operation or use of the Services is not guaranteed and neither RMS nor any Third Party Service Provider or Emergency Service Provider shall be responsible for any failure of delivery, and (iii) RMS shall not be responsible for any disruption to or failure of the Services resulting from the actions or inactions of any Third Party Service Providers or Emergency Service Providers. Client acknowledges and agrees that the Services and Products are not intended to replace the services of primary safety and emergency response services, including without limitation, 911 or equivalent, fire, police, emergency medical and public health services (collectively, "Emergency Service Providers").

6.2 Limitation of Liability. EXCEPT FOR ANY INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, IN NO EVENT SHALL RMS OR ANY RMS REPRESENTATIVE BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS

INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF RMS OR SUCH RMS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. Notwithstanding anything herein to the contrary, the cumulative liability of RMS to Client and any third party for all claims arising from or relating to this Agreement and/or the operation or use of the Services and Products shall not exceed the total amount of all Fees paid to RMS by Client hereunder during the twelve (12)-month period immediately prior to the event, act or omission giving rise to such liability, regardless of whether any action or claim is based on warranty, indemnification, contract, tort, negligence, strict liability or otherwise. The existence of multiple claims will not enlarge this limit. The warranty disclaimers and exclusions and limitations of liability in this Section 6 are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective and form an essential basis of the bargain between the Parties. Absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

7. CONFIDENTIALITY & DATA SECURITY

7.1 Mutual Confidentiality Obligations. Each Party agrees: (i) to use the Confidential Information of the other Party only for the purposes of this Agreement; (ii) to hold in confidence and protect the Confidential Information of the other Party from dissemination to, and use by, any third party; (iii) not to create any derivative work from Confidential Information of the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants who have a need to have access and who have been advised of and have agreed in writing or are otherwise required to treat such information as confidential; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

7.2 Confidentiality Exceptions. The foregoing restrictions shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; (vi) is approved for release or disclosure by the disclosing Party without restriction; or (vii) is required to be publicly disclosed by the recipient pursuant to applicable freedom of information laws. Each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure shall first have given written notice to the other Party (if permitted) and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this Agreement, including to make court filings.

7.3 Disclosure of Information about End Users. RMS shall not rent, trade or sell information regarding End Users (including, but not limited to, any Client Content) to any third party; provided, however, that notwithstanding anything to the contrary contained in this Agreement, (i) RMS may disclose any such information to Third Party Service Providers and Emergency Service Providers in connection with the operation and use of the Services or as necessary to comply with applicable laws and governmental orders and (ii) under no circumstances shall RMS or any RMS Representative be liable for the failure of Client or any third party (including, but not limited to, any Designated Institution, Third Party Service Provider or Emergency Service Provider) to comply with its own privacy policies and all applicable privacy laws and regulations.

7.4 Data Security & Privacy. ~~RMS will collect, use and disclose personal information received from Client in accordance with RMS's Privacy Policy.~~ Client understands the Services are 'shared services' in terms of infrastructure used to deliver such Services, and acknowledges that the Services through which Client Content will pass and the servers on which content will be stored will not necessarily be segregated or in a physical separate location from servers on which other Client Content is or will be transmitted or stored. [intentionally struck]

7.5 Privacy Breaches. In the event there is a privacy breach involving personal information of End Users, Client agrees to co-operate with and reasonably assist RMS in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, and the restoration and/or retrieval, as applicable, of the personal information that was lost, damaged, copied, accessed, or disclosed.

8. INDEMNIFICATION

Except as otherwise provided below, RMS shall defend or, at its option, settle any claim, cause of action, suit, proceeding or other action brought by a third party (other than a non-practicing entity, including but not limited to patent assertion entities and defensive patent aggregators) against Client directly and to the extent arising out of an allegation by such third party that any use of or access to a Product by Client as expressly authorized under this Agreement infringes any patent issued to such third party in the U.S. or Canada as of the commencement of the Agreement Term (each, a "Claim"), and RMS shall indemnify and hold Client harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any such Claim finally awarded to such third party by a court of competent jurisdiction after all appeals have been exhausted or at the time of a final settlement of such Claim by RMS (collectively, "Losses"), provided that Client gives RMS (i) prompt written notice of such Claim; (ii) sole authority to control and direct the defense and/or settlement of such Claim; and (iii) such information and assistance as RMS may reasonably request, at RMS's expense, in connection with such defense and/or settlement. Upon the occurrence of any Claim for which indemnity by RMS is or may be due under this Section 8, or in the event that RMS believes that such a Claim is likely, RMS may, at its option (I) modify the relevant Product so that it becomes non-infringing, or substitute functionally equivalent software or services; (II) obtain a license to the applicable third-party intellectual property rights; or (III) terminate this Agreement (or the license to such Product hereunder) on written notice to Client and refund to Client any unused license fees under the then-current License Term. RMS shall not be liable for any costs or expenses incurred by or on behalf of Client in connection with any Claim for which indemnity by RMS is or may be due under this Section 8 without the prior written consent of an authorized officer of RMS. RMS's indemnity obligations set forth in this Section 8 shall constitute RMS's entire liability and Client's sole remedy for any actual or alleged Claim with respect to the Services or Products. Notwithstanding anything herein to the contrary, RMS shall have no obligation or liability for any Claim and any related losses, costs, expenses, damages and liabilities whatsoever to the extent arising from (a) the combination, operation, or use of the Product with products, services, information, materials, technologies, business methods or processes not furnished by RMS or otherwise expressly contemplated by the Documentation; (b) modifications to the Product, which modifications are not made by RMS or any party expressly authorized by RMS in writing; (c) use of the Product except in accordance with this Agreement, the Documentation and any other applicable user documentation or specifications furnished by RMS in writing; (d) failure of Client to implement any updates and upgrades provided by RMS that would make the Product non-infringing; and/or (e) any intellectual property provided or otherwise made accessible to RMS by Client or any of its Affiliates. To the extent permitted by applicable law, in connection with any intellectual property infringement claim against RMS and/or any RMS Representative by a third party arising out of any actions or omissions by Client covered by (a)-(e) in the preceding sentence, Client shall defend, indemnify, and hold RMS and each RMS Representative harmless against all costs and reasonable expenses (including reasonable attorneys' fees),

damages, and liabilities to the extent arising out of any such claim against RMS and/or such RMS Representative by a third party (including without limitation any End User or governmental agency), provided that RMS gives Client (i) prompt written notice of such claim; (ii) sole authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as Client may reasonably request, at Client's expense, in connection with such defense and/or settlement. Client shall not be liable for any costs or expenses incurred by or on behalf of RMS in connection with any intellectual property infringement claim for which indemnity by Client is or may be due under this Section 8 without the prior written consent of any authorized officer of Client.

9. MISCELLANEOUS

9.1 Applicable Law/Dispute Resolution. ~~This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the Province of Ontario without giving effect to its rules regarding conflicts of laws, and subject to the alternative dispute resolution provision set forth below or otherwise in connection with any action for injunctive or other equitable relief arising from the breach by the other Party of any license, usage or confidentiality obligations hereunder, each Party irrevocably submits to the jurisdiction of the courts located within the Province of Ontario in connection with any and all causes of action between the Parties arising from or in relation to this Agreement. Except as provided in the preceding sentence, the Parties agree that any and all disputes regarding this Agreement that cannot be resolved through negotiations between the designated representatives from each Party within thirty (30) days of the date the dispute arose shall be submitted to binding arbitration administered by ADR Chambers at its Toronto, Ontario offices . Any such arbitration will be conducted in accordance with the ADR Chambers Expedited Arbitration Rules and shall proceed in accordance with the provisions of the *Arbitration Act* (Ontario). Any such arbitration will be conducted by a single arbitrator, and the arbitrator will issue his/her award in writing with findings. The language of the arbitration shall be English. The decision of the Arbitral Tribunal shall be binding as between the Parties, shall not be subject to appeal, and shall be enforceable in any court of competent jurisdiction. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.~~ [intentionally struck]

9.2 Other Service Restrictions. Client acknowledges and agrees that, in addition to any restrictions that may be imposed on Client by any Third Party Service Provider, additional restrictions may result from applicable laws, including telecommunication or internet infrastructure limitations, telecommunication or internet service provider policies, or communication device customizations that inhibit or prevent the delivery of SMS, text or other messaging, or restrict the ability to place or receive certain calls (e.g., outbound toll-free calls). Such restrictions may impede certain aspects of the Services. RMS shall not be responsible for any such impediments or any unavailability of the Services as a result thereof.

9.3 Force Majeure. RMS shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war or any other military action, acts of local, state or national governments or public agencies, insurrection or riot or other causes beyond the reasonable control of RMS.

9.4 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid or by nationally recognized overnight courier service, to the Parties to the Agreement and addressed, if to Client, as set forth in the Order Form, or if to RMS, as follows:

> **RMS Software, Inc.**
> **2916 S Sheridan Way, Suite 300**
> **Oakville, ON L6J 7J8, Canada**
> **Attention: Todd Miller, COO**

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient and sends a duplicate of such notice by the means specified herein. Such notices shall be effective on the date indicated in such confirmation.

9.5 Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation shall be null, void and of no effect; provided, however, that either Party, upon written notification to the other Party, may assign this Agreement in connection with any merger, consolidation, corporate restructuring, sale of any substantial portion of its assets, or any transaction in which more than fifty percent (50%) of its voting securities are transferred, unless any such successor or assignee of Client is a competitor of RMS, in which case Client must obtain RMS's prior written consent. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of RMS and Client and their respective permitted successors and assigns.

9.6 Independent Contractors. Client and RMS acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Neither Party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

9.7 Amendment/Waiver. No amendment to this Agreement or any addendum shall be valid unless in writing and signed by the authorized representatives of the Parties. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

9.8 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability.

9.9 Export Controls. Client will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of any Product to any country for which any export license or approval is required under the laws of the United States or any other country unless the appropriate export license or approval has first been obtained.

9.10 No Third-Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the Parties and their permitted successors and assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

9.12 Immunity. If applicable and to the extent not prohibited or otherwise authorized by applicable law, each Party will be entitled to not less than the same benefits and protections afforded by any law, regulation or other applicable rule which extends protections to the other Party in any form, including, but not limited to, governmental or other immunity, indemnification or other protection. Neither Party will object to or interfere with the assertion of such immunity by the other Party.

9.13 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.

9.14 Signatures. This Agreement may be executed in the signature block below (if applicable) in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement. This Agreement may be executed by facsimile or electronic signature. Notwithstanding the foregoing, this Agreement will be deemed to be executed upon the execution by the Parties of any Order Form incorporating this Agreement by reference therein.

9.15 Entire Agreement. This Master License and Services Agreement, together with the SLP (Appendix 1) and all Order Forms and any other appendices hereto attached entered into by the Parties, sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for in this Agreement. In the event a conflict arises between this Master License and Services Agreement and the provisions of any other document comprising part of this Agreement including an Order Form, this Master License and Services Agreement will govern unless the other document expressly provides otherwise. No term or provision set forth or cross-referenced in any purchase order or payment documentation will be construed to amend, add to, or supersede any provision of this Agreement.

10. DEFINITIONS

10.1 "Administrators" mean personnel of Client and Designated Institutions authorized by Client to access the Products on behalf and for the benefit of Client and such Designated Institutions, respectively.

10.2 "Affiliate" means, with respect to any entity, any other entity Controlling, Controlled by or under common Control with such entity, whether directly or indirectly through one or more intermediaries.

10.3 "Client" means the client specifically identified on the Order Form(s) or in the signature block of this Agreement (if applicable).

10.4 "Confidential Information" means the terms of this Agreement and all documents, material or information relating to the Services and the provision thereof, including, but not limited to, the Documentation, personal information regarding End Users and all other information that either Party treats as proprietary or confidential.

10.5 "Control" and its derivatives means legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting capital stock (or other ownership interest, if not a corporation) of an entity, or actual managerial or operational control over such entity.

10.6 "Designated Institution" means any Client Affiliate and/or any other institution, organization, entity and person for whose benefit Client is licensing one or more Products hereunder as specified in the relevant Order Form.

10.7 "Documentation" means RMS's then-current standard product and user guides and/or related documentation generally made available to licensees of Products, as such Documentation may be modified by RMS, in its sole discretion, from time to time.

10.8 ~~"End Users" means individuals associated with Client and/or any Designated Institution who register with RMS or are otherwise eligible to receive and/or send messages from or otherwise utilize the benefits of the Services and individuals who independently register with RMS to establish a safety profile or are otherwise eligible to receive or utilize the benefit of the Services. During the Agreement Term, Client may be responsible for~~

~~notifying Designated Institutions and End Users that they are each subject to RMS's applicable then-current Terms of Use and Privacy Policy in connection with their respective operation and use of the Services (if applicable).~~ [intentionally struck]

10.9 "Privacy Policy" means RMS's Privacy Policy, as such Privacy Policy may be amended by RMS, in its sole discretion, from time to time.

10.10 "Professional Services" means the separate support offerings for Client that are not included as part of the Support, but are provided by RMS at an additional cost as specified in the applicable Order Form(s), including, but not limited to, those related to the set-up, integration and training for each Product.

10.11 "RMS Representatives" means RMS and its Affiliates and each of their respective directors, officers, employees, contractors and other representatives.

10.12 "Support and Service Level Policy" or "SLP" means the Support and Service Level Policy for the Products set forth in Appendix 1 attached hereto.

10.13 "Terms of Use" means RMS's separate Terms of Use for Designated Institutions and for End Users, as such Terms of Use may be amended by RMS, in its sole discretion, from time to time.

10.14 "Third Party Service Provider" means a telecommunications, internet, voice broadcasting, voice messaging or other service provider providing mobile telephone, internet or other intermediary services to subscribers that allow or relate to the operation or use of the Services by End Users or a licensor or other third party from whom RMS has received sublicensing rights in connection with the operation or use of the Products, as the case may be.

[Remainder of Page Intentionally Left Blank.]

APPENDIX 1
(TO RMS SOFTWARE, INC. MASTER LICENSE AND SERVICES AGREEMENT)

SUPPORT AND SERVICE LEVEL POLICY ("SLP")

Purpose
This SLP sets forth RMS's undertakings with respect to providing customer support to the Client and the service levels associated with the Services provided to Client during the Term of the Agreement.

1. Service Reliability. RMS shall provide an uptime of 99.999% for the Services, subject to scheduled updates and scheduled maintenance and to any downtime caused by the Client or by Third Party Service Providers. For unplanned downtime (an "Event"), RMS will assign a trouble severity code based on RMS's assessment of the Event at the point of trouble identification. RMS will make adjustments to the trouble severity code based on how the Event proceeds.

Trouble Severity Code	Description	Initial Response Time	Status Update Intervals
Sev 1	**"Sev 1 Error"** means a catastrophic Event causing a complete (100%) loss of a key safety related feature of the Services	20 min.	30 min.
Sev 2	**"Sev 2 Error"** means a non-catastrophic Event causing a significant component of the Services to fail or to perform materially different than expected, creating significant inconvenience to the Client	For Events reported during normal business hours (9am to 5pm EST Monday through Friday), 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day	2 hours
Sev 3	**"Sev 3 Error"** means an Event that: (a) has minimal current impact on the Client, and (b) causes a malfunction of a non-essential Product feature.	For Events reported during normal business hours, 24 hours from time of report. For Events reported outside of normal business hours, 24 hours from beginning of next business day	As appropriate

2. Points of Contact and Escalations. If Client experiences an Event, Client may contact RMS's customer support hotline at 866-243-6661 available 24X7X365 or by e-mail at techsupport@rmssoftwareinc.com.

- Non-Sev 1 Events are submitted via email at techsupport@rmssoftwareinc.com.
- For Sev 1 Events, RMS will provide continual support until the Event is resolved.

Client and RMS will exchange ticket numbers for tracking an Event beginning with the initial report of trouble. Client may be required to interface with any third-party hardware and software vendors, carriers or other service providers.

Client Contact Information (for escalation or technical issues)

	Contact Name & Title	Phone	Mobile	Email

3. Carrier and Other Service Provider Related Service Guarantees. RMS does not provide any service levels or support with respect to any carrier or other Third-Party Service Provider. RMS's sole responsibility with respect to carriers and other Third-Party Service Providers will be to make commercially reasonable efforts to ensure availability of such third party's services.

4. Change Control Management/Update Management.

      A.   Product Modifications by RMS: RMS may modify Products from time to time to install bug fixes and required updated (as deemed appropriate by RMS).

      B.   Implementation of Updates/Maintenance: RMS will ensure that any planned maintenance and update events within the Products will be executed in a professional manner. Proper execution includes advance notification to Client by RMS.

      C.   Service Interruptions and Advanced Notification Requirements: RMS will provide Client with at least 72 hours advance notice via e-mail of all planned maintenance activities resulting in any service interruptions or possibility of any service interruption that will have a direct impact on Services.

RMS shall perform emergency maintenance as necessary and will, if possible, give advance notice thereof to Client. "Emergency" shall mean that RMS has become aware of a problem that, if an immediate remedy is not implemented, will prevent RMS from continuing to support and provide the elements and aspects of the Services. Emergency downtime outside of the maintenance window will be counted as unscheduled downtime in determining whether RMS has achieved its service uptime goal.

5. Availability.

RMS will have no liability for unavailability of any Services caused, in whole or in part, by Client's use of the Services other than in accordance with the terms and conditions of the Agreement or the Documentation, by any Designated Institution's operation or End User's use of the Services other than in accordance with RMS's applicable then-current Terms of Use, or for any causes beyond the reasonable control of RMS or that are not reasonably foreseeable to RMS, including but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures, the failure or unavailability of any services provided by Third Party Service Providers or Emergency Service Providers, or any inaccuracy or insufficiency in any information regarding End Users.

6. Service Credits.

Credits for Failure to Achieve Service Level Standards: If RMS experiences any Severity 1 Downtime during a particular month, Client shall also be eligible to receive a credit equal to the pro-rated dollar value of three (3) times the actual number of minutes during such month related to the service level failure. "Downtime" means the total number of minutes during such month that the Service was unavailable at a Sev 1 Severity Code during that month.

7. Credit Requests and Payment.

To request a credit, Client must send an email to RMS at finance@rmssoftwareinc.com within ten (10) days of the end of the calendar month in which the failure occurred. Client must include the Client Name, Contact Name and email address, and dates and times of unavailability. If RMS confirms that you are owed Service Credits, we will issue a credit to your account within ten (10) business days. Credits may only be used against future billing charges.

[Remainder of Page Intentionally Left Blank]

APPENDIX 2
Privacy Protection – Additional Obligations

[See Attached]

Privacy Protection - Additional Obligations

1. **Collection of Personal Information**

Unless the Agreement otherwise specifies or the Client otherwise directs in writing, RMS may only collect or create Personal Information that is necessary for the performance of their obligations, or the exercise of their rights, under the Agreement. Unless the Agreement otherwise specifies or the Client otherwise directs in writing, RMS must collect Personal Information directly from the individual, being the End User, the information is about.

2. **Correction of Personal Information**

RMS acknowledges that End Users have the ability to correct any Personal Information that is held by RMS.

3. **Storage and access to Personal Information**

Unless the Client otherwise directs in writing, RMS shall not store Personal Information outside Canada or permit access to Personal Information from outside Canada. Notwithstanding, the Parties acknowledge and agree that End Users can access and make changes to their personal information whether they are inside or outside Canada.

4. **Retention of Personal Information**

Unless the Agreement otherwise specifies or unless the Client directs otherwise in writing, RMS shall retain Personal Information for at least one year following the date of its use and securely dispose of Personal Information no later than seven years after its use.

5. **Use of Personal Information**

Unless the Client otherwise directs in writing, RMS may only use Personal Information if that use is for the performance of RMS's obligations, or the exercise of RMS's rights, under the Agreement.

6. **Disclosure of Personal Information**

Unless the Client otherwise directs in writing, RMS may only disclose Personal Information inside Canada to any person other than the Client if the disclosure is for the performance of RMS's obligations, or the exercise of RMS's rights, under the Agreement.

Unless the Agreement otherwise specifies or the Client otherwise directs in writing, RMS shall not disclose Personal Information outside Canada. Notwithstanding, the Parties acknowledge and agree that End Users can access and make changes to their personal information whether they are inside or outside Canada.

7. **Notice of unauthorized disclosure or Security Breach**

If RMS knows that there has been an unauthorized disclosure or breach of any Personal Information in the custody or under the control of RMS, RMS shall immediately notify the End User and the Client in writing and take all necessary steps to mitigate and remediate the unauthorized disclosure or breach.

If RMS becomes aware of a Security Breach or any other event that compromises the security, confidentiality or integrity of any Personal Information (an "Incident"), the RMS shall take appropriate actions to contain, investigate and mitigate the Incident. RMS shall also notify the Client and any End User of each and every Incident as soon as reasonably possible. RMS may consult with the Client with respect to the content of the notification to End Users.

8. **Compliance with the applicable legislation and directions**

RMS must in relation to Personal Information comply with the requirements of the applicable legislation to the them as a service provider, including any applicable order under the applicable legislation and any direction given by the Client that is permitted or required to be given pursuant to legislation.

9. **Legislation governing Personal Information**

RMS acknowledges that it is familiar with the requirements of the applicable legislation governing Personal Information.

10. **Notice of non-compliance**

If for any reason RMS does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, RMS shall promptly notify the Client of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take the address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

11. **Termination of Agreement**

In addition to any other rights of termination which the Client may have under the Agreement or otherwise at law, the Client may, subject to any provision establishing mandatory cure periods for default by RMS, terminate the Agreement by giving written notice of such termination to RMS, upon any failure of RMS to comply with this Appendix in a material respect.

12. **Interpretation**

Any reference to RMS or "Supplier" or "Supplier Affiliate" includes any sub-Supplier, subco or agent retained by RMS to perform obligations under the Agreement and the Supplier must ensure that any such sub-Suppliers and agents comply with this Appendix.

PROVINCE OF NEW BRUNSWICK

COUNTY OF YORK

AFFIDAVIT OF CORPORATE EXECUTION

I, Jennifer Lawson Murray, of the City of Fredericton, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS:**

1. That I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.

2. That the seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.

3. That the signature "Michael G. O'Brien" subscribed to the foregoing instrument is the signature of Michael G. O'Brien, the Mayor of the City of Fredericton, and the signature "Jennifer Lawson Murray" subscribed thereto is my signature.

4. That the Mayor and City Clerk are officers of the City of Fredericton duly authorized to execute the foregoing instrument.

SWORN TO BEFORE ME at the City of Fredericton, in the County of York and Province of New Brunswick, this ___ day of February, 2021.	))))))))	
_____	))	_____
	)	Jennifer Lawson Murray
A Commissioner of Oaths Being a Solicitor	))	

RMS to insert their affidavit of corporate execution