

Terms of Service

Updated 1 November, 2021

Welcome! Backdraft OpCo, LLC, DBA Emergency Reporting (“ER,” “us,” “we,” or “our”), provides comprehensive cloud-based reporting and records management solutions for agencies worldwide (the “Hosted Service”) through www.EmergencyReporting.com (together with any successor website, the “ER website”) and our mobile applications (the “ER Apps”). The Hosted Service, ER website, ER Apps, and any other software, products, or services provided by us to You (as defined below), now or at a later time, are collectively referred to as the “Services.”

These Terms of Service (the “Terms”) constitute a legal agreement between You and ER. By accessing or using the Services, You (i) represent and warrant that You are at least eighteen (18) years old and You have the right, authority, and capacity to enter into these Terms; and (ii) agree to be bound by these Terms (including our Privacy Policy). If You do not agree to, or are unable to agree to be bound by, these Terms, You may not use our Services.

DEFINITIONS:

- (a) “Account” means any Demo Account, Purchased Account, account for any ER App, or any other account that ER allows You to establish with ER.
- (b) “Authorized Users” means any user whom a Customer authorizes and allows to use the Hosted Service.
- (c) “Customer” means any person, agency, business entity, or any representative of any agency or business entity accessing and using the Hosted Service.
- (d) “Order Form” means an order form referencing these Terms that a Customer enters into with ER to govern Customer’s use of the Hosted Service.
- (e) “Purchased Account” means any account that a Customer establishes with ER to use the Hosted Service in accordance with Customer’s Order Form.
- (f) “You” or “Your” means all users of the Services, including, without limitation, visitors to the ER website and Customers.
- (g) “Your Data” means any electronic data, messages, files, images or other content or information submitted by You to the Services.

1. SERVICES:

1.1 PROVISION OF SERVICES. Subject to these Terms and Your Order Form (if any), and conditioned on Your and Authorized Users’ compliance with these Terms and Your Order Form, (a) we grant You a non-exclusive, non-transferable, and limited right to access and use the Services; and (b)

to the extent that any of the Services You access to or use contains any software, we grant You a non-exclusive, revocable, non-sublicensable, non-transferrable, and limited license to use such software solely in conjunction with the Hosted Service and for Your internal purposes only.

1.2 THE HOSTED SERVICE. The Hosted Service consists in whole or in part of software running remotely on servers controlled by us. You have no right to receive either an object code or source code version of the software operating on the remote servers. Your usage rights are subject to these Terms and Your Order Form (if any). You further acknowledge and agree that Your purchase of the Hosted Service, if any, is neither contingent on the delivery of any future functionality or features not described in these Terms or Your Order Form, nor dependent on any oral or written public comments made by us regarding future functionality or features.

1.3 SYSTEM PERFORMANCE. The Hosted Service system performance is continuously monitored with service level and support information as detailed in the Service Level Agreement (“SLA”) dated October 7, 2020 located at <https://info.emergencyreporting.com/servicelevelagreement> .

1.4 SECURITY FRAMEWORK. ER’s provision of the Services is subject to all applicable laws and regulations. ER maintains a comprehensive disaster recovery plan and utilizes the National Institute of Standards and Technology’s Risk Management Framework (RMF or NIST Risk Management Framework) for ER’s approach to implementation of cybersecurity controls.

2. PRIVACY POLICY: Before You continue using our Services, we advise You to read our privacy policy (available at <https://emergencyreporting.com/privacy-policy/>) which describes and controls our practices regarding personal information collected as part of the Services.

3. OWNERSHIP OF INTELLECTUAL PROPERTY AND DATA:

3.1 COPYRIGHT. Content published on any URL or mobile application under the direct control of ER, including, but not limited to, digital downloads, images, texts, graphics, and logos, is the property of ER and/or its content creators and protected by applicable copyright laws. The entire compilation of the content found on the ER website and ER APPs is the exclusive property of ER, with copyright authorship for this compilation by ER.

3.2 TRADEMARKS. Emergency Reporting, ER and the ER logo, and other names, logos, icons, and marks identifying ER’s products and services are trademarks of ER and may not be used without the prior written permission of ER. ER will not use Your name, logo, seal, and marks without Your prior written permission. All other product names mentioned are used for identification purposes only and may be trademarks of their respective holders.

3.3 RETENTION OF RIGHTS. You acknowledge and agree that ER, its suppliers, partners, and licensors (if any), own and shall retain all right, title and interest in and to (a) all intellectual property rights embodied in the Services, including, without limitation, the manufacture and/or production of the foregoing (and all copies and derivative works thereof, by whomever produced), and associated documentation; and (b) all of the service marks, trademarks, trade names, or any other designations.

3.4 NO RIGHTS GRANTED. Subject to the limited rights expressly granted hereunder, we reserve all rights, title, and interest in and to the Services, including all related intellectual property rights. No rights, either express or implied, are granted to You hereunder other than as expressly specified herein.

3.5 OWNERSHIP OF YOUR DATA. Ownership of Data. As between ER and Customer, all Customer Data shall be owned by Customer .

3.6 Use of Customer Data. Unless it receives Customer's prior written consent, ER shall not grant any third-party access to Customer Data, except (a) subcontractors that are subject to a reasonable nondisclosure agreement or (b) authorized participants in the case of Software designed to permit Customer to transmit Customer Data. ER may only use and disclose Customer Data to fulfill its obligations under this Agreement or as required by applicable law or legal or governmental authority. ER shall give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise contest such required disclosure, at Customer's expense.

3.7 Anonymized Data. CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, ER MAY USE ANONYMIZED CUSTOMER DATA FOR INTERNAL AND EXTERNAL PURPOSES (INCLUDING BENCHMARKING AND RESEARCH), PROVIDED THAT ER WILL NOT SELL ANONYMIZED DATA TO THIRD PARTIES FOR COMMERCIAL USE. WITHOUT LIMITING THE FOREGOING, ER WILL OWN ALL RIGHT, TITLE AND INTEREST IN ALL INTELLECTUAL PROPERTY OF ANY AGGREGATED AND DE-IDENTIFIED REPORTS, SUMMARIES, COMPILATIONS, ANALYSIS, STATISTICS OR OTHER INFORMATION DERIVED THEREFROM.

3.8 SUGGESTIONS. If You send ideas or feedback to us about the Services, then regardless of what Your submission states, the following terms shall apply to Your submission: (a) You agree that Your ideas will automatically become our property, without compensation to You, and You hereby assign and agree to assign all right, title, and interest in them to us; and (b) You agree that we can use the ideas for any purpose and in any way—even give them to others—without future liability to You.

4. YOUR CONDUCT:

4.1 NO RESALE OR COMMERCIAL USE OF THE SERVICES. You agree to use the Services solely in accordance with these Terms and Your Order Form (if any). You may not resell the use of Your Account, any downloadable plug-in, or other materials or any information obtained by You from the Services without the express

written consent of ER, nor may You use the Services for purposes not allowed in these Terms or Your Order Form (if any).

4.2 CONDUCT. You are solely responsible for Your Data You transmit through or submit to the Services and for any use of Your Account. ER reserves the right to take any action with respect to the Services that ER deems necessary or appropriate in ER's sole discretion if ER believes Your Data or use of the Services may create liability for ER. Your use of the Services is subject to all applicable local, state, national, and international laws and regulations (including, without limitation, those governing account collections, export control, consumer protection, data protection, unfair competition, anti-discrimination, or false advertising). You agree to (a) comply with all laws, rules and other regulations applicable in connection with the Services, these Terms and Your Order Form (if any); (b) be

responsible for the compliance of these Terms and Your Order Form (if any) by any Authorized Users; (c) be solely responsible for the accuracy, quality, integrity, and legality of Your Data and of the means by which You acquired Your Data; and (d) prevent unauthorized access to or use of the Services and notify us promptly of any such unauthorized access or use.

You agree not to, and not to permit or encourage others to, do any of the following:

(a) use the Services for illegal purposes; (b) attempt to gain unauthorized access to the Services, their related systems or networks, or other users' Accounts; (c) restrict or inhibit any other users from using and enjoying the Services; (d) attempt to modify, decompile, or reverse engineer the Services or any software contained in the Services; (e) interfere with or disrupt networks connected to the Services, the integrity or performance of the Services or third-party data contained therein, or violate or attempt to violate any security features of the Services; (f) use the Services to upload, store, transmit, or distribute viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs

("Malicious Code"); (g) use data mining, robots, or similar data gathering and extraction tools; (h) reproduce, duplicate, copy, frame, mirror, publicly perform, create derivative works based upon, make or have made any feature or functionality of, sell, re-sell, rent, lease, or otherwise exploit the Services, any components thereof, or any information, materials, or content obtained from the Services for any purpose; (i) use the Services to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights, or rights of publicity or privacy;

(j) use the Services to store or transmit any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable (as determined by ER) material of any kind or nature; (k) permit any third party to access Your Account or the Hosted Service except as permitted herein or as otherwise agreed by us in writing; (l) load test the Hosted Service in order to test scalability; (m) access the Hosted Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; provided, however, that You are authorized to monitor availability of the Services to determine whether or not the Services uptime service levels are in compliance with the SLA; (n) build a competitive product or service; or (o) otherwise violate these Terms or Your Order Form (if any).

5. **MODIFICATIONS:** ER may amend these Terms at any time by (a) posting a revised Terms of Service document on the ER website and/or (b) sending information regarding the Terms amendment to the email address You provide to ER, provided that any such change shall only come into force and effect upon renewal and will not replace the existing terms during Your then current subscription period. You accept the amended terms when You renew Your Account or any of the Services after such amended terms have been posted or information regarding such amendment has been sent to You. Further, ER reserves the right to modify, suspend, or discontinue any or all of the Services with no less than 30 days' notice to You. ER shall not be liable to You or any third party should ER exercise its right to modify, suspend, or discontinue any or all of the Services.

6. **PASSWORDS AND SECURITY:** As part of the registration and/or implementation process, You will be issued a unique username and password to access Your Account. You agree to carefully safeguard all Your passwords. You are solely responsible if You do not maintain the confidentiality of passwords and account information. Furthermore, You are solely responsible for any and all activities that occur under Your Account. You agree to immediately notify ER of any unauthorized use of Your Account or any other breach of security known to You, including if You believe that Your password or account information has been stolen or otherwise compromised.

7. TERMINATION OF YOUR ACCOUNT:

7.1 TERMINATION OF YOUR ACCOUNT: ER reserves the right to terminate Your Account at any time, effective immediately upon notice to You, except as otherwise set forth in Your Order Form (if any).

7.2 EFFECT OF TERMINATION: ER shall not be liable to You or any third party for termination of any of the Services or Your Account. Upon termination of Your Account, You shall remain liable for all fees incurred or accrued by You. Upon expiration or termination of these Terms and/or Your Account for any reason, (a) You are no longer authorized to use the Services, and (b) You will no longer have access to data and other material You have stored on the ER website or with the Hosted Service. ER will make Your Data available for download by You one time at no cost within thirty (30) days following termination. Following termination, unless mutually agreed otherwise, ER will retain Your Data only as long as required to meet any applicable legal record retention requirements.

8. DISCLAIMER OF WARRANTIES: YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE AND EXCLUSIVE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, (COLLECTIVELY THE "ER PARTIES") MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, THE ER PARTIES MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR FREE, NOR DO THE ER PARTIES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SERVICES OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED (INCLUDING ANY SOFTWARE) USING THE SERVICES IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ANY ER PARTIES OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

9. LIMITATION OF LIABILITY: IN NO EVENT SHALL THE ER PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, RESULTING FROM OR RELATED TO YOUR USE OF OR THE INABILITY TO USE THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUES, OPPORTUNITIES, GOODWILL, USE, OR DATA, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHER THEORY, EVEN IF THE ER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ER PARTIES' AGGREGATED LIABILITY TO YOU OR ANY THIRD PARTY IS LIMITED TO THE FEES PAID BY YOU TO ER WITHIN THE PRECEDING 6-MONTH PERIOD UNDER THE APPLICABLE ADDENDUM, EXHIBIT. OR ORDER FORM GIVING RISE TO THE CLAIM. THE ABOVE LIMITATIONS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. INDEMNITY:

10.1. ER will not be responsible for Your misuse of the Services, or fraud, manipulation, or willful misconduct by You. To the extent not prohibited by law, You shall, at Your expense, indemnify, defend, and hold the ER Parties harmless from and against any actual or alleged claims, losses, costs, damages, liabilities, or expenses (including reasonable attorneys' fees) made by any third party arising out of or relating to (a) Your misuse of the Services; (b) any fraud, manipulation, or other negligent or willful misconduct by You; (c) Your breach of any of these Terms or Your Order Form (if any); or (d) Your violation of any law.

10.2. ER shall, at its expense, indemnify, defend, and hold You, Your elected officials (if a public entity), officers, employees, and agents, harmless from and against any actual or alleged claims, losses, costs, damages, liabilities, or expenses (including reasonable attorneys' fees) claimed or made by any third party arising out of or relating to ER's infringement or misappropriation of the intellectual property rights of any third party in connection with its provision or Your use of the Services.

11. COMMUNICATIONS: Every time You use the Services, send us an email, visit the ER website, or send other communications to us, You may be communicating with us electronically. You hereby consent to receive communications from us (electronically or otherwise). If You subscribe to the news on the ER website, You are going to receive regular emails from us. We will continue to communicate with You by posting news and notices on the ER website and by sending You emails. You also agree that all notices, disclosures, Terms of Service, and other communications we provide to You electronically meet the legal requirements that such communications be in writing.

12. BREACH NOTIFICATION AND CYBER LIABILITY INSURANCE:

12.1 BREACH NOTIFICATION. In the event of any act that permits any unauthorized access to, acquisition, disclosure, loss or destruction of Your Data ("Data Breach"), ER shall, as applicable: (a) notify You as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with You in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law; (c) take measures, where appropriate, to mitigate adverse effects; d) perform or take any other actions required to comply with applicable law as a result of the occurrence; and (e) to the extent that the breach is not caused by You, bear all costs associated with rERlving the Data Breach, up to the limits of the cyber liability insurance policy carried by ER.

12.2 CYBER LIABILITY INSURANCE. ER carries cyber liability insurance with a minimum of up to \$2,000,000 per occurrence providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of Your Data; (ii) data breach including theft, destruction, and/or unauthorized use of Your Data; (iii) identity theft; and (iv) violation of privacy rights due to a breach of Your Data.

13. THIRD PARTIES:

13.1 THIRD-PARTY SITES. For informational purposes only, we may provide links to third-party sites on the landing web page (Account sign-in web page). ER is not responsible for the content of or services provided by any such linked sites. The inclusion of any link does not imply endorsement by ER, and Your use of any linked site is solely at Your own risk.

13.2 ACQUISITION OF THIRD-PARTY PRODUCTS AND SERVICES. We may offer

third-party products and services as part of the Services. Use of third-party software is subject to additional terms and conditions which You agree to be bound by before using third-party products and services that are part of the Services. Any other acquisition by You of third-party products or services, including, but not limited to, third-party applications and implementation, customization and other consulting services, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. We do not warrant or support third-party products or services.

13.3 THIRD-PARTY PRODUCTS OR SERVICES AND YOUR DATA. By using the Services, You acknowledge that we may allow providers of those third-party products to transport Your Data solely as required for the operation of the Services or the third-party products you acquire. ER shall not be responsible for any disclosure, modification, or deletion of Your Data resulting from any such access by third-party product providers.

14. FEES AND PAYMENT:

14.1 USER FEES. You shall pay all fees for any paid Service(s) You purchase from us. Fees are quoted and payable in United States dollars, are based on services purchased and not actual usage. Payment obligations are non-cancelable. You are responsible for maintaining complete and accurate billing and contact information with us.

14.2 OVERDUE CHARGES. If any charges are not received from You by the due date, then at our discretion: (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid; and/or (b) we may condition future renewals on payment terms shorter than those specified in Your Order Form (if any).

14.3 SUSPENSION OF SERVICES AND ACCELERATION. If any amount owing by You is 30 or more days overdue, we may, without limiting our other rights and remedies, accelerate Your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend our Services (including the Hosted Service) to You until such amounts are paid in full.

14.4 TAXES. Unless otherwise stated, our fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, but not limited to, value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases. If we have the legal obligation to pay or collect Taxes for which You are responsible, the appropriate amount shall be invoiced to and paid by You, unless You provide us with a valid tax exemption certificate authorized by

the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property, and employees.

15. CONFIDENTIALITY:

15.1 DEFINITION OF CONFIDENTIAL INFORMATION. As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. All Your Data is Confidential Information. Our Confidential Information shall include the Services; and Confidential Information of each party shall include the business terms of any Order Form, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information.

15.2 PROTECTION OF CONFIDENTIAL INFORMATION. Except as otherwise permitted in writing by the Disclosing Party: (a) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and any Order Form; and (b) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with these Terms and the applicable Order Form and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

15.3 COMPELLED DISCLOSURE. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law, subpoena, or court order, to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

16. GENERAL PROVISIONS:

16.1 NOTICE. Any notices, permissions, and approvals required or permitted shall be given (a) to ER at the address specified above or at such other address as ER shall specify in writing and (b) to You at the email address provided by You in Your Account and shall be deemed to have been given upon: (i)

personal delivery; (ii) the second business day after mailing; or (iii) the second business day after sending by confirmed facsimile or email.

16.2 ASSIGNMENT. Neither party shall have the right to assign or otherwise transfer the Terms or any rights or obligations hereunder without the express written consent of the other party provided, however, that a successor in interest (“Acquiring Entity”) by merger, consolidation, operation of law, assignment, purchase of stock, purchase of assets, or otherwise, of the entire business or substantially all of the business of either party, shall acquire all interests of such party hereunder without the written consent of the other, subject to the acquired party providing notice thereof and the Acquiring Entity expressly assuming the obligations hereof in writing. Subject to the foregoing, these Terms and Your Order Form (if any) shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16.3 SEVERABILITY. The invalidity or unenforceability of any provisions of these Terms or any Order Form shall not affect the validity or enforceability of any other provisions of these Terms or the Order Form, which shall remain in full force and effect.

16.4 HEADINGS. The section headings contained in these Terms and the Order Forms are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms and the Order Form.

16.5 INTERPRETATION. In construing or interpreting these Terms and the Order Forms, the word “or” shall not be construed as exclusive, and the word “including” shall not be limiting. The parties agree that these Terms and all Order Forms shall be fairly interpreted in accordance with their terms without any strict construction in favor of or against either party and that ambiguities shall not be interpreted against the drafting party.

16.6 NO WAIVER. A party’s failure to exercise or delay in exercising any right, power, or privilege under these Terms and any Order Form shall not operate as a waiver of such right, power, or privilege; nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof. Any waivers are effective only if recorded in a writing signed by the party granting the waiver. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

16.7 GOVERNING LAW. These Terms and all Order Forms shall be governed, construed, and enforced in accordance with the laws of the State of Texas, United States, without regard to its conflict of law rules. You further agree that the state or federal courts located in Travis County, Texas, United States, as applicable shall have exclusive jurisdiction of, and shall be the exclusive and correct venue for, the resolution of any dispute arising out of or related to these Terms and any Order Form. Notwithstanding the foregoing, if you are a U.S. public entity, these Terms and all Order Forms will be governed by the laws of the State or commonwealth in which You are located and the state or federal courts located in Your state shall have exclusive jurisdiction and venue for any dispute arising out of or related to these Terms and any Order Form.

16.8 FORCE MAJEURE. A party shall not be liable for any failure of or delay in the performance of its obligations under these Terms or any Order Form for the period that such failure or delay is due to causes beyond its reasonable control, including, but not limited to, acts of God, war, strikes or labor disputes, embargoes, passage of law or any action taken by a governmental or public authority, or any other force majeure event.

16.9 RELATIONSHIP OF THE PARTIES. The parties are independent contractors. These Terms or any Order Form do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to these Terms or any Order Form.

16.10 ENTIRE AGREEMENT. These Terms and Your Order Form (if any) constitute the entire agreement between the parties with respect to its subject matter and supersede all prior and contemporaneous agreements, proposals, representations, and understandings of the parties, written or oral.

17. DIGITAL MILLENNIUM COPYRIGHT ACT:

If You are a copyright owner or an agent of a copyright owner and believe that any content on the ER website infringes upon Your copyrights, You may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (a) a physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (b) a description of the copyrighted work that You claim has been infringed upon;
- (c) a description of where the material that You claim is infringing is located on the PSI website;
- (d) Your address, telephone number, and e-mail address;
- (e) a statement by You that You have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner’s behalf.

You may direct copyright infringement notifications to our Copyright Agent at:

Backdraft OpCo, LLC, Attn: Copyright Agent

2200 Rimland Dr. Suite 305

Bellingham, WA. 98226

or by email to copyright@emergencyreporting.com. You acknowledge that if You fail to comply with all of the requirements of this Section 18, Your DMCA notice may not be valid.