FirstResponse911 License Agreement

This FirstResponse911 License Agreement (the **"Agreement"**) sets forth the terms and conditions by which ElanTech, Inc. dba DataTech911 (**"Licensor"**) will provide to Smyrna Communications Center, the Client, (**"Licensee"**) a subscription license to utilize software and application(s) and/or related services (the **"Services"**) in connection with your Authorized User(s) as described in Schedule A attached hereto and made part hereof.

Please review the terms and conditions of this Agreement and indicate your acceptance of them by executing and returning this Agreement.

Terms and Conditions

1   Grant of License

Licensor hereby grants Licensee a subscription (the **"License"**) to use, and allow the Authorized User(s) to use, the application(s) to be designed and provided to Licensee by Licensor, as set forth in the quote (**"Quote"**), attached hereto and by reference made a part hereof as Exhibit A (**"Application(s)"**); and have the Application(s) updated, maintained and supported in accordance with the maintenance terms set forth herein.

Licensor retains all title, ownership, and intellectual property rights in the Application(s), including but not limited to all supporting documentation, files, marketing material, images, multimedia and applets. The Application(s) is protected by copyright and other intellectual property laws and by international treaties. The Application(s) may include security measures designed to control access and prevent unauthorized copying and use. Licensee agrees not to interfere with any such security components. Use of third-party material included in the Software may be subject to the terms and conditions typically found in that party's own license agreement. Licensee may not rent, lease, sell, sublicense, assign or transfer your rights in the Application(s), or authorize any portion of the software or Application(s) to be copied or duplicated in any way.

2   Term

This is a subscription License which commences on the date this Agreement is fully executed by Licensor and Licensee (**"Effective Date"**).

3   Fees

The total license fee for the Application(s) is set forth in the Quote dated 12/10/2018. The One-Time Fee is due upon the execution of this Agreement. The Subscription Fee is due and payable upon the date that the Application(s) is successfully installed, and Licensee commences use of the Application(s).

4 Data Retention Policy

The data retention policy defines a rolling data retention window in which complete data can be viewed and reported. The data retention window is determined as follows:

Start Date = current date - data retention period

End Date = current date

Data is included in the data retention window if the timestamp of the data is between the Start Date and End Date. The timestamp is defined as the date when the data was entered into the Application(s) by the Licensee or on behalf of the Licensee.

The data retention period is thirteen (13) months.

5 Termination

Licensor shall retain the right to suspend or terminate access to the Application(s), with written notice to Licensee, upon Licensee's nonpayment of any undisputed fees or expenses that have been due and payable for more than 30 days. Any failure or decision on Licensor's part with respect to the exercise of this right at any time does not constitute a waiver of this right.

In the event of such termination due to Licensee's nonpayment of any fees or expenses that have been due, Licensor shall have no obligation to retain, obtain, reconstruct, or in any other manner, provide information provided by the Licensee, in connection with Licensee's use of the Application(s).

This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding, or makes an assignment for the benefit of its creditors.

If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate this Agreement. Licensee shall have the right to terminate this Agreement for convenience upon thirty days' notice to Licensor.

This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Licensee under this Agreement.

5.1 Data Destruction

Upon termination, Licensee's data stored in the cloud is deleted within 45 days. The Licensor will provide written confirmation of the deletion to the Licensee.

6 Customer Premise Equipment (CPE)

Licensee shall provide and support CPE on which the Application(s) are hosted and from which access is to be available to Authorized User(s) at Licensee's expense.

7   Installation and Acceptance

Licensor shall install the Application on Licensee's CPE. At the time of such installation, Licensor shall provide Licensee with appropriate digital documentation for the Application available through the application.

In the event that Licensee fails to notify Licensor of any difficulties or problems with the Application within 30 days after installation thereof, Licensee shall be deemed to have accepted the Application. Prior to acceptance of such Application, Licensor shall have the right to repair or replace the Application at its discretion. Upon acceptance of such Application, Licensor shall be under no obligation to repair or replace such Application except as provided for in the Warranties provision of this Agreement.

8   Use of Application(s) by Users Other Than Authorized User(s)

Licensee shall not permit users, other than Authorized User(s), to use the Application(s).

Licensor shall retain the right to suspend or terminate access to the Application(s), upon prior written notice to Licensee, if it is reasonably determined by Licensor that Licensee has permitted the use of the Applications by users, other than Authorized User(s). Any failure or decision on Licensor's part with respect to the exercise of this right at any time does not constitute a waiver of this right.

In the event of such termination, Licensor shall have no obligation to retain, obtain, reconstruct, or in any other manner, provide information provided by the Licensee, in connection with Licensee's use of the Application(s).

9   Licensor's Intellectual Property Rights

Licensor's Application(s) incorporate intellectual property that is owned by Licensor, or which Licensor is authorized to license, including but not limited to inventions, methods and processes that are subject to patent protection; literary and graphic material that is subject to copyright protection; trade and service marks subject to trademark protection; and methods, processes and information that is confidential and subject to trade secret protection.

10   Licensee's Intellectual Property Rights

Subject to its grant of permission to Licensor to include and use any literary or graphic material it creates for the Application(s) being licensed as expressly provided herein, Licensee reserves its rights to all of its trademarks, service marks, copyrights, and proprietary or licensed literary or graphic material it provides to Licensor. Licensee hereby grants Licensor a limited, non-exclusive right to use Licensee's name and trademarks in the Application(s) only and solely for the provision of Services to Licensee.

11   Updates/Upgrades

If Licensor, in its sole discretion, creates updates or upgrades for the Application(s) or Services that Licensee has licensed, Licensor shall, subject to the terms of this Agreement, provide Licensee with the applicable updates and upgrades as provided in the Quote, at no additional

cost to Licensee. Updates or upgrades shall be provided, if at all, when Licensor makes them available to its general customer base.

12 Support

Licensor delivers technical support services for the Licensed Software via email and telephone only. Hours of support are Monday – Friday 8am-6pm ET. The maximum time before a support engineer is assigned to a newly reported issue and fully engaged in working toward its resolution is 4 business hours. Actual time required for final resolution will vary.

Licensee can request support by either calling (301) 486-0600 x221 or emailing support@datatech911.com.

Licensee will assign one Technical Point of Contact ("**TPoC**") who will be responsible for communicating with Licensor for technical support issues. The TPoC must have system administration and networking experience. Licensee may change their designated TPoC by contacting Licensor with the new TPoC's contact information.

Licensor support engineers may log in to the Licensee systems, subject to the Licensee request and approval, to gather diagnostic information or attempt a problem resolution directly.

Licensee must provide remote access to the system, which may involve opening ports on the network firewall or providing VPN access. Licensor is unable to assist in configuring the Licensee systems and networks to provide remote access for login support.

This support level does not provide the Licensee with on-site technical support.

13 Restrictions

Restrictions imposed on Licensee by the terms of this Agreement, are the following: Licensee may not (i) modify, adapt or alter the Application(s) (except as expressly permitted pursuant to this Agreement) or reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of any software element or component employed in the creation, operation or functioning of any product or service hereunder; (ii) create a derivative work based on the Application(s)/Services, (iii) merge or link the Application(s)/Services with another Application(s), product or document without the express prior written consent of Licensor, (iv) use the Application(s)/Services for purposes not in accordance with the terms and conditions set forth in or incorporated by reference in this Agreement; (v) make copies or authorize the making of copies of the Application(s), for use or any purpose unrelated to any Authorized User(s), without the express prior written consent of Licensor, however one back up copy of the Application(s) can be made by Licensee; (vi) remove or obscure any proprietary rights notices or labels from the Application(s)/Services; (vii) disclose any intellectual property of the Application(s)s/Services to any third party; (viii) use printed, digital or other copies of the Application(s)/Services for purposes unrelated to Authorized User(s) for which the Application(s) are licensed; (ix) use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise illegal, contains viruses, or

that which infringes or may infringe intellectual property or other rights of another; or (x) use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email. Licensor reserves the right to terminate Licensee's access to the Application(s) and Services if Licensor can demonstrate that Licensee has used the Services for any illegal or unauthorized activity. The restrictions of this Section shall survive the termination of this Agreement.

14 Licensee's Representations and Warranties

Licensee represents and warrants that it is authorized to supply Licensor with all information or material (including, but not limited to, any intellectual property) it creates or provides for use in creating or including in the Application(s) and to enter any subsequent agreements with others concerning or relating to the Application(s), including those requiring consent or approval of Licensor.

15 Licensor's Representations and Warranties

Licensor represents and warrants to Licensee that the Application(s) will perform the functions and uses as contemplated and set forth in this Agreement for the term of the Agreement.

Licensor represents that the Application(s) contain original content or content that Licensor is authorized to include, and that Licensor is authorized to grant this License. Licensor represents and warrants that any material it creates or provides for inclusion in the Application(s) will not infringe the intellectual property rights of any third party. Licensor agrees at its expense to indemnify, defend and completely hold harmless Licensee against any third-party claim against Licensee, its officials, officers, employees and representatives or to pay all costs, expenses and damages that Licensee may incur from or arising out of a third-party claim alleging that an Application or Service provided to Licensee under this Agreement infringes any patent, trademark, copyright or trade secret.

Licensor represents and warrants during the term of this Agreement that: (a) the media on which the Application(s) is furnished shall be free from defects in materials and workmanship under normal use; (b) it has used it best efforts to scan for viruses within the Application(s) and that no viruses will be supplied under this Agreement; and (c) the Application(s) does not contain any disabling code(defined as computer code designed to interfere with the normal operation of the Application(s) or Licensee's hardware or software including the CPE.

Except as otherwise provided herein, Licensor does not here represent or warrant that the Application(s) or the Services will meet Licensee's requirements, that the Application(s), Services, or any related documentation will be error free, or that immaterial errors will be corrected. Nor, except as otherwise provided herein, does Licensor make any warranty as to the results that may be obtained from use of the Application(s) and the Services or as to the accuracy, reliability or content of any data or information provided by others that is included in the Application(s).

16 Disclaimer of Warranty

EXCEPT AS IS EXPRESSLY PROVIDED HEREIN, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND. LICENSOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17 Limitation of Liability

LICENSOR SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND WHICH RESULT FROM DEFECTS OR DEFICIENCIES OF OR IN LICENSEE'S EQUIPMENT, SOFTWARE OR HARDWARE OR INCOMPATIBILITY OF LICENSEE'S SOFTWARE OR HARDWARE, OR FROM LICENSEE'S USE OF THE APPLICATION(S) FOR PURPOSES NOT SPECIFICALLY AUTHORIZED BY THE LICENSE HERE GRANTED, OR FROM MODIFICATIONS MADE TO THE APPLICATION(S) WITHOUT PRIOR WRITTEN AUTHORIZATION AND APPROVAL FROM LICENSOR, EXCEPT FOR SAME CAUSED BY THE NEGLIGENCE OR WILFULL MISCONDUCT OF LICENSOR.

NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM LICENSEE'S USE OF THE APPLICATION(S) OR THE SERVICES EXCEPT FOR SAME CAUSED BY THE NEGLIGENCE OR WILFULL MISCONDUCT OF THE PARTY OR THE OBLIGATIONS OF INDEMNIFICATION STATED IN SECTION 15 AND 18.

LICENSOR SHALL HAVE NO LIABILITY FOR OR IN CONNECTION WITH ANY CLAIM ARISING FROM THE INCLUSION IN THE APPLICATION(S) OF ANY INFORMATION OR MATTER PROVIDED OR APPROVED BY LICENSEE (INCLUDING, BUT NOT LIMITED TO, RULES, REGULATIONS, POLICIES, PROCEDURES, TERMS, CONDITIONS OR STATEMENTS) EXCEPT FOR SAME CAUSED BY THE NEGLIGENCE OR WILFULL MISCONDUCT OF LICENSOR.

18 Indemnification

Each party agrees to the extent permitted by applicable law, to indemnify and hold the other harmless against any claim, loss, liability, lawsuit, injury, damages, expenses or costs, including reasonable attorney's fees and court costs, arising from, incident to or in any manner occasioned by a third-party claim or complaint based on conduct that would, if proven, (a) constitute a breach of a party's representation or warranty made hereunder; or (b) which may arise from or be the result of willful, negligent or tortious conduct arising out of the performance of contracted services or operations by Licensor, any subcontractor, anyone directly or indirectly employed by Licensor or subcontractor or anyone for whose acts Licensor or subcontractor may be liable. Promptly upon becoming aware of any claim against it for which indemnification may be sought under the terms of this Agreement, a party asserting indemnification rights (the "**Indemnitee**") shall notify the party from whom indemnification is sought (the "**Indemnitor**") in writing, and Indemnitor shall, to the extent permitted by applicable law, have the obligation to defend any such claim with counsel of its selection, subject to the reasonable approval of Indemnitee, not to be unreasonably withheld, conditioned or delayed. Indemnitee may, if it desires, retain its own counsel, at its own expense, to advise and represent it in connection with any such claim. Indemnitor shall be responsible for the conduct of any legal proceedings resulting from such claim and shall have

the sole right to defend or settle such claim. This obligation to indemnify, defend and hold harmless the Indemnitee and Indemnitor shall survive the expiration or termination of this Agreement provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement.

19 Non-Disclosure and Non-Solicitation

During the initial term of this License, and any renewal thereof or continuation of the Licensor-Licensee relationship between the parties, and for 36 months thereafter, neither party shall disclose to any person the terms of this Agreement, unless required to do so in connection with its use of the Application(s), or as is otherwise required by law. It shall not knowingly permit, or assist in, the use by others of the information contained in, or employed by Licensor in the creation and distribution of, the Application(s), except in furtherance of its permitted use of the Application(s) in accordance with the terms of this Agreement.

ANY USE OR DISCLOSURE OF THE APPLICATION(S), OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF LICENSOR'S TRADE SECRET RIGHTS.

The restrictions in this Section 19 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's confidential information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

20 Governing Law

The interpretation and validity of this Agreement shall be governed by the law of the state of Maryland.

21 Severability

If any part of this Agreement is found void or unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

22 Amendments

This Agreement may only be amended in writing executed by both parties hereto. Licensor's waiver of any breach of this Agreement shall not constitute an amendment to this Agreement or Licensor's waiver of subsequent breaches.

23 Entire Agreement

This Agreement, including Schedule A and the Addendum, is the entire agreement between Licensor and Licensee relating to the Application(s) or any Services to be provided by Licensor in conjunction therewith and it supersedes any prior representations, discussions, undertakings, communications or advertising, whether written or oral, relating to the Application(s) and the Services described herein.

24 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

25 Capacity and Authority to Contract

The undersigned represents that he/she are duly authorized to enter into this Agreement and bind Licensee to the terms of this Agreement.

Licensee hereto has executed this Agreement effective as of the Effective Date.

LICENSEE

Smyrna Communications Center

LICENSOR

ElanTech, Inc. dba DataTech911

By_____

Name_____

Title_____

Date_____

By_____

Name_____

Title_____

Date_____

SCHEDULE A
Authorized Users

Agency	Address	POC	Phone Number
Smyrna Communications Center	2646 Atlanta Rd SE Smyrna, GA 30080	Lieutenant Chris Flowers	678-631-5112