End User License Agreement

Parties

This End User License Agreement (this "Agreement" or "EULA") is between Response Linq LLC, a Delaware corporation having an office at 5025 K Avenue, Suite 207, Plano, TX 75074. ("Licensor"), and the individual consumer who accepts this Agreement ("Licensee" or "you").

Acceptance; Clickwrap

By clicking "I Agree," checking a box indicating acceptance, installing, accessing, or using the Service (as defined below), you accept and agree to be bound by this Agreement. If you do not agree, do not install, access, or use the Service.

Definitions

For purposes of this Agreement:

"Hardware" means Licensor-provided hardware purchased by you from Licensor or from an authorized reseller and installed at the Installation Location.

"Installation Location" means the physical street address at which the Hardware is installed and activated by or for you as reflected in Licensor or an authorized reseller's records.

"Order" means a purchase order, order confirmation, or other ordering document referencing the Service or associated subscription, including any pricing and term details stated therein.

"Privacy Policy" means Licensor's privacy policy available at www.responselinq.com/privacy, as updated from time to time.

"Service" means Licensor's consumer software-as-a-service application/service that operates in connection with the Hardware and enables persons or companies to monitor Cellular and/or Emergency responder Distributed Antenna Systems, including any software components, mobile or web applications, and any associated online services provided by Licensor.

"Subscription Term" means the initial and any renewal subscription periods for your access to the Service as specified in the applicable Order.

License Grant; Territory; Authorized Use

Licensor grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited license to access and use the Service during the applicable Subscription Term solely at the Installation Location and only in connection with the Hardware that you purchased from Licensor or an authorized reseller and that is installed at the Installation Location. Your rights are limited to the territory of the Installation Location, and you may not access or use the Service from or for any other location except for incidental remote access that is solely for the purpose of monitoring or controlling the Hardware installed at the Installation Location as enabled by the Service.

Subscription Term; Renewal; Cancellation; Fee Changes

The Service is provided on a subscription basis for the Subscription Term stated in the applicable Order. Unless you cancel prior to the end of the then-current Subscription Term in accordance with this Agreement or the Order, the subscription will automatically renew for successive

periods equal to the expiring Subscription Term. Licensor may change fees effective upon any renewal You may cancel renewal by following the in-product cancellation flow or by providing written notice to Licensor or its authorized reseller at contracts@responselinq.com at least thirty (30) days before the end of the then-current Subscription Term. Notwithstanding anything to the contrary, Licensor may increase recurring subscription Fees by up to five percent (5%) once per calendar year, effective on August 1 of that year.

Restrictions

You shall not, and shall not permit any third party to: copy, reproduce, modify, adapt, translate, or create derivative works of the Service except as necessary for ordinary use expressly permitted by this Agreement; rent, lease, lend, sell, resell, sublicense, assign, distribute, publish, transfer, or otherwise make the Service available to any third party, including through any time-sharing or service bureau arrangement; reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, algorithms, or non-public APIs of the Service except to the extent such restrictions are prohibited by applicable law; circumvent, disable, or otherwise interfere with security-related or access control features of the Service or the Hardware; access or use the Service other than at the Installation Location and solely in connection with the Hardware, or for any purpose not expressly permitted by this Agreement; or use the Service in violation of applicable law or for any unlawful, infringing, harmful, or fraudulent activity.

Ordering; Fees; Payment; Taxes

Fees for the Service are as set forth in the applicable Order. Unless otherwise stated in the Order, Licensor or its authorized reseller will invoice fees in advance for each Subscription Term, and all invoices are due and payable within thirty (30) days from invoice date. Amounts not paid when due may accrue late charges at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law. You are responsible for all sales, use, value-added, withholding, and other taxes, levies, and duties assessed in connection with the Service, excluding taxes based on Licensor’s net income. Failure to pay any undisputed amounts when due constitutes a material breach, and Licensor may suspend or terminate access to the Service upon notice if payment is not received within ten (10) days after notice of delinquency.

Data; Privacy; Security

Licensor will process personal data and other information about you in accordance with the privacy policy which can be viewed at www.responselinq.com/privacy, which is incorporated by reference into this Agreement. You consent to Licensor’s collection, use, disclosure, and other processing of information, including personal data and device/usage data, to provide, maintain, secure, and improve the Service and Hardware; to communicate with you; and as otherwise described in the Privacy Policy. Licensor will implement and maintain reasonable administrative, technical, and physical safeguards designed to protect your personal data processed by the Service from unauthorized access, use, alteration, and disclosure. You acknowledge that no method of transmission over the Internet or method of electronic storage is 100% secure, and Licensor does not guarantee absolute security.

Support; Updates; Service Availability

Licensor has no obligation to provide any support, maintenance, updates, upgrades, patches, fixes, or service level commitments for the Service or Hardware. Licensor may, in its sole discretion, provide updates or modifications to the Service or firmware for the Hardware, which may be required for continued operation or security; if provided, such updates are deemed part of

the Service or Hardware and subject to this Agreement. Licensor does not guarantee uninterrupted or error-free operation of the Service.

Ownership; Reservation of Rights

As between the parties, Licensor and its licensors own and retain all right, title, and interest in and to the Service, all software, technology, documentation, user guides, designs, firmware, interfaces, know-how, and all modifications and improvements thereto, and all associated intellectual property and proprietary rights. Except for the limited license expressly granted to you under this Agreement, no rights are granted by implication, estoppel, or otherwise. You acquire no ownership interest in the Service under this Agreement.

Warranties; Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE AND ANY RELATED DOCUMENTATION AND UPDATES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. LICENSOR DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR MEET YOUR REQUIREMENTS, OR THAT DEFECTS WILL BE CORRECTED.

Limitation of Liability

To the maximum extent permitted by law, in no event will Licensor's total aggregate liability arising out of or related to this Agreement, the Service, or the Hardware, whether in contract, tort (including negligence), strict liability, or otherwise, exceed the fees actually paid by you to Licensor for the Service in the three (3) months immediately preceding the event giving rise to the claim. To the maximum extent permitted by law, in no event will Licensor be liable for any indirect, special, incidental, consequential, exemplary, or punitive damages, or for any loss of profits, revenues, data, goodwill, or business interruption, even if advised of the possibility of such damages or if a remedy otherwise fails of its essential purpose. Some jurisdictions do not allow certain limitations or exclusions; to the extent such laws apply, these limitations shall apply to the fullest extent permitted.

Indemnification by Licensee

You will defend, indemnify, and hold harmless Licensor, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: your use of the Service or Hardware in violation of this Agreement; your violation of law or the rights of any third party; or any content, data, or materials provided or processed by you through the Service.

Compliance; Consumer Rights

Licensor will comply with applicable consumer protection laws that cannot be disclaimed or waived. Nothing in this Agreement is intended to limit any non-waivable consumer rights or remedies under applicable law. To the extent any disclaimer, limitation, or exclusion in this

Agreement is not permitted by applicable law, such provision shall apply only to the extent permitted and shall not affect the remaining terms.

Export; Sanctions

You represent and warrant that you are not located in, under the control of, or a national or resident of any country or territory subject to comprehensive U.S. embargo, and that you are not a person or entity listed on, or owned or controlled by any person listed on, any U.S. government restricted party list. You agree to comply with all applicable export control, re-export, and sanctions laws and regulations, including those administered by the U.S. Department of Commerce and the U.S. Department of the Treasury. You shall not export, re-export, transfer, or use the Service or Hardware in violation of such laws.

Suspension; Termination; Effect of Termination

Licensor may suspend or terminate your access to the Service immediately upon notice if you materially breach this Agreement, including for nonpayment, misuse of the Service or Hardware, or violation of law. Upon any termination or expiration, all rights granted to you under this Agreement will cease, you must immediately stop all access to and use of the Service, and Licensor may disable or terminate access. Sections that by their nature should survive will survive, including Restrictions, Ownership, Warranties and Disclaimers, Limitation of Liability, Indemnification, Compliance; Consumer Rights, Export; Sanctions, Governing Law and Dispute Resolution, and General.

Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Delaware, without regard to its conflicts of laws rules. The parties agree to the exclusive jurisdiction and venue of the state and federal courts located in Delaware, and each party waives any objection to venue in such courts, including forum non conveniens.

Notices

Notices under this Agreement must be in writing and will be deemed given when delivered by personal delivery, certified mail (return receipt requested), nationally recognized overnight courier, or by email with confirmation of transmission, to Licensor at the address listed in the preamble to this Agreement and to you at the Installation Location address or email associated with your account. You are responsible for keeping your contact information current.

Assignment

You may not assign, transfer, or delegate this Agreement, whether voluntarily, by operation of law, or otherwise, without Licensor's prior written consent. Any attempted assignment in violation of this Section is void. Licensor may assign this Agreement without your consent.

Third-Party Services

The Service may interoperate with or contain links to third-party services or components not owned or controlled by Licensor. Licensor is not responsible for such third-party services, and your use of them is subject to the terms and privacy policies of the applicable third parties.

U.S. Government Rights

If you are a U.S. Government end user, the Service is provided as "commercial computer software" and "commercial computer software documentation," with only those rights as set forth in this Agreement, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202-1 through 227.7202-4, as applicable.

Entire Agreement; Order of Precedence; Modifications

This Agreement, together with the Privacy Policy and the applicable Order, constitutes the entire agreement between you and Licensor regarding the Service and supersedes all prior or contemporaneous understandings on the subject matter. In the event of a conflict, the following order of precedence applies: the Order, then this Agreement, then the Privacy Policy. Licensor may update this Agreement prospectively by posting a revised version with an updated Effective Date or by providing notice; your continued use after such Effective Date of the update constitutes acceptance. If you do not agree to an update, you must stop using the Service and cancel your subscription.

Severability; Waiver

If any provision of this Agreement is held invalid or unenforceable, it will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and any failure to enforce any right or provision will not be a waiver of such right or provision.

Force Majeure

Licensor will not be liable for any delay or failure to perform due to events beyond its reasonable control, including acts of God, natural disasters, labor disputes, supply or transportation disruptions, government actions, or failures of telecommunications or networks.

Headings; Interpretation

Headings are for convenience only and do not affect interpretation. The words "include," "includes," and "including" are deemed to be followed by "without limitation."

Contact

Questions about this Agreement may be directed to compliance@responselinq.com or Response Linq, 5025 K Avenue Suite 207, Plano, Texas, 75074.