

TERMS AND CONDITIONS APPLICABLE TO SPECIFIC SERVICE OFFERINGS

SERVICE AND PRICING

- The ECM² 911 Emergency Call Manager
 - 911 Center call delivered directly to your cell phones
 - Mobile Device Applications
 - Bi-directional communications between responders and the
 - Group calling to predefined distribution lists
 - Web based administration
 - Call logging & call management
 - Device management
 - Distribution list management
 - Recipient Group management
 - First 45 days of technical support free of charge for the designated account administrator
 - 24/7 technical support available @ \$50.00 per call after 45 days
 - Packages and Pricing
 - \$150.00 onetime setup fee not required for 3 and 5 year subscriptions
 - 30 days money back guarantee minus setup fee
 - Small Station <=25 users e-mail and or text messages
 - Includes up to two recipient id's
 - Up to three distribution lists
 - 1 year \$1,250.00
 - 3 year \$1,125.00 per year (\$3,375.00)
 - 5 year \$1,000.00 per year (\$5,000.00)
 - Medium Station 26-50 users e-mail and or text messages
 - Includes up to two recipient id's
 - Up to six distribution lists
 - 1 year \$1,750.00
 - 3 year \$1,575.00 per year (\$4,725.00)
 - 5 year \$1,400.00 per year (\$7,000.00)
 - Large Station 51-100 users e-mail and or text messages
 - Includes up to two recipient id's
 - Up to twelve distribution lists
 - 1 year \$2,500.00
 - 3 year \$2,250.00 per year (\$6,750.00)
 - 5 year \$2,000.00 per year (\$10,000.00)

GRANT OF RIGHTS TO USE SERVICES

- Effective upon acceptance of this Agreement, System Integration Services Inc. (ECM2), 508 Pine Avenue, Niagara Falls, NY 14301 hereby grants to Subscriber a nonexclusive, nontransferable, free-of-charge license to access and use the Services, for Subscriber's use.
- Subscriber shall have no right to neither sell or freely distribute use of the Services nor make any claim that it does have such right.
- The Services will allow Subscriber to perform data management/transfer to predetermined devices to include but not limited to: (cell phones and internet based applications).
- The Service will allow Subscriber to perform all administrative tasks associated with the management of their account, to include but not limited to: (Setup/Maintain users, distribution lists, devices, account information).
- Subscriber is solely responsible for obtaining all equipment and approvals necessary for connection to the World Wide Web and all related phone or connection related service charges.

SUBSCRIBER REGISTRATION

- Subscriber will provide all relevant data to ECM2 upon signing up for the Services and at subsequent times as requested by ECM2. Subscriber acknowledges that Subscriber is at least 18 years in age and that the Subscriber has the legal authority to enter into this agreement. Subscriber agrees to provide and maintain true, accurate, current and complete information about him/her. Subscriber shall update the registration data as applicable.
- Upon completion of all registration information and acceptance of this Agreement, Subscriber will establish a User Name and Password. Subscriber is solely responsible for maintaining the confidentiality of Subscriber's User Name, Password, Mailbox Numbers and Personal Identification Numbers (PINs).
- Subscriber shall not give account information to any third parties not authorized by ECM2 and shall at all times be responsible and liable for any transactions or activities that originate from Subscriber's account. Subscriber shall immediately notify ECM2 if any unauthorized use of Subscriber's account has occurred or of any other breach of security.
- Subscriber understands and agrees that Subscriber and, if applicable, Subscriber's company will assume all financial responsibilities for use of ECM2 services originating from Subscriber's account by Subscriber or others. Subscriber is solely responsible for any and all activity that occurs with respect to Subscriber's account including but not limited to initiating inbound and or outbound messages, contact lists, and message content.

ECM2'S RIGHTS

- ECM2 shall retain all right, title and interest to the Services including all copyrights, trademarks and all other intellectual property right there to.
- Subscriber may not, nor allow any third party, to copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services and no use of trademarks is granted under this Agreement.
- The copyright notices and other proprietary legends shall not be removed from the Services and no use of trademarks is granted under this Agreement.
- Subscriber may not grant any sub-license, leases or other rights in the Services to any third party. All rights not expressly granted under this Agreement are retained by ECM2.

TERMINATION

- Either party may terminate this Agreement upon notice to the other party.
- ECM2 reserves the right to suspend, deny or terminate Subscriber's Service if ECM2, at its sole discretion, believes Subscriber is using or plans to use ECM2 Services in a manner that is unlawful, abusive, prohibited by the ECM2 Terms of Service or if Subscriber's use or planned use of ECM2 Services creates or could create a potential adverse impact to ECM2's ability to provide Service to others.
- Upon termination, Subscriber shall immediately cease to use the Services and ECM2 shall have no further obligations whatsoever to Subscriber.
- ECM2 shall not be liable to the Subscriber or any third party for any reason for ECM2 terminating this Agreement.
- If ECM2 terminates the agreement for any reason, ECM2 will agree to return a prorated portion of the payment received for said services
- If the Subscriber terminates his agreement for any reason after the 30 day trial, ECM2 reserves the right to withhold payment. Subscriber will be responsible for any unpaid portion of the agreement. Shall the subscriber opt out of a three or five year term, the subscriber shall pay the difference between the 1-year term pricing and the contract term pricing for total period of use. The balance remaining, including any adjustments related to early termination, shall be paid by the subscriber and due immediately upon termination by the subscriber.

LIMITATION OF LIABILITY

- In no event shall ECM2 be liable to Subscriber or any third party for special, indirect, incidental or consequential damages whether arising under contract, warranty, or tort (including negligence or strict liability) or any other theory of liability. ECM2's liability for damages, regardless of the form of the action, shall not exceed the license fee paid by Subscriber for the Services, if any. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this Section will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

WARRANTY DISCLAIMER

- The Services licensed hereunder are licensed "as is" and "as available" and ECM2 makes no warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any similar warranty whether said warranty arises under provisions of any law of the United States or any state thereof. ECM2 makes no representations or warranties that the Services are free of rightful claims of any third party for infringement of proprietary rights. The entire risk associated with the use of the Services shall be borne solely by Subscriber.
- ECM2 makes no warranty of Third Party Services to include but not limited to: (911 centers, telephone companies, internet service providers) will meet Subscriber's requirements, or that the Services will be uninterrupted, timely, secure, error free or that any defects in the Services will be corrected.
- ECM2 does not make any warranty pertaining to any goods or Services purchased, obtained, secured or acquired through the Services or any transaction entered into through the Service other than ECM2 maintaining a best effort to maintain said services.
- ECM2 does not warrant the accuracy or reliability of the results obtained through use of the Services or any data or information downloaded or otherwise obtained or acquired through the use of the Services. Subscriber acknowledges that any data or information downloaded or otherwise obtained or acquired through the use of the Services are at Subscriber's sole risk and discretion and ECM2 will not be liable or responsible for any damage to Subscriber or Subscriber's property.
- Subscriber will not rely on any representation or warranty implied or expressed by any persons other than an authorized member of ECM2 with regards to ECM2 products and Services.

INDEMNIFICATION

- Subscriber shall indemnify and hold harmless ECM2, its directors, officers, employees and agents from and against all liabilities, losses, costs, expenses (including reasonable attorneys' fees), and damages resulting from any negligent acts, omissions or misconduct by Subscriber, Subscriber's use of the Services and any breach of the terms and conditions of this Agreement by Subscriber including any violation of this Agreement by Subscriber or any other person using Subscriber's account including but not limited to any violation of any federal or state laws or regulations including but not limited to any violation of any federal, state, or local laws or rules regulating or prohibiting the transmission of pre-recorded phone calls or text messages.

MODIFICATION TO SERVICES

- During the term of this Agreement, ECM2 may modify or discontinue the Services.
- ECM2 shall not be liable to the Subscriber or any third party for any reason for ECM2's modifying or terminating of such Services.
- The Subscriber is responsible for downloading an additional back-up copy of any important or critical information that is stored on the Service.

RULES AND REGULATIONS

Subscriber agrees to abide by all applicable local, state, federal, national and international laws and regulations and is solely responsible for all acts or omissions that occur under Subscriber's User Name and Password, including the content of Subscriber's transmissions through the Service. By way of example, and not as a limitation, Subscriber agrees not to:

- Use the Service in connection with the delivery or transmission of unsolicited messages (commercial or otherwise) or spamming.
- Create a false identity, caller id, or forged email address, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message.
- Impersonate any other person or entity or misrepresent your affiliation with any other person or entity.
- Use the Services to create or distribute any images, sounds, messages or other materials, which are obscene, harassing, racist, malicious, fraudulent or libelous, nor use the Services for any activity that may be considered or are unethical, immoral, or illegal.
- Transmit through the Service unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature.
- Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity.
- Transmit any material that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs.
- Violate any U.S. law regarding the transmission of technical data or software exported from the United States through the Service.
- Interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks.
- Attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means.
- Interfere with another member's use and enjoyment of the Service or another entity's use and enjoyment of similar services. Subscriber will abide by all rules, regulations, procedures and policies of ECM2 and any policies of the networks connected to the Services.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

- Subscriber shall be fully and solely liable for any prerecorded audio, voice transmissions, and text messages sent through the Service and fully responsible for compliance with applicable law. Subscriber acknowledges that ECM2 has no involvement in the acquisition or development of Subscriber's call list(s) or control over the content of any transmission or the destination such transmission will be sent nor will ECM2 be liable for such content.
- Subscriber is fully and solely responsible to be aware of, understand, and comply with all of the rules and regulations applicable to Subscriber's use of ECM2 Service including but not limited to Federal Trade Commission rules and regulations, Federal Communication Commission rules and regulations, National Do Not Call Registry rules and regulations and individual state Do Not Call rules and any applicable individual state or local regulations, Controlling the Assault of Non-Solicited Pornography and Marketing Act, along with any other federal, state, or local laws that may be applicable to Subscriber's use of ECM2 Service. Subscriber agrees not to violate these, or any other federal, state, or local law and represents and warrants that Subscriber's use of ECM2 will not cause ECM2 to violate these or other similar laws.
- Subscriber understands that the Federal Trade Commission Telemarketing Sales Rule prohibits the transmission of pre-recorded phone calls that are part of a plan, program or campaign which is conducted to induce the purchase of goods or services or charitable contributions. The Federal Trade Commission Telemarketing Sales Rule provides that calls may be permissible provided calls are placed only to consumers who have provided their prior expressed signed written consent to receive such calls. Use of ECM2 Service for the delivery or transmission of pre-recorded phone calls that are part of a plan, program or campaign which is conducted to induce the purchase of goods or services or charitable contributions not in compliance with applicable law is strictly prohibited. Notwithstanding the language contained in this paragraph calls initiated and placed by the Subscriber specifically to consumers who have provided the Subscriber with their prior expressed signed written consent to receive such calls as provided by the Federal Trade Commission Telemarketing Sales Rule at 16 CFR Part 310 and any amendments thereof shall not be deemed prohibited. Subscriber understands that compliance with federal, state and local law is solely the responsibility of the Subscriber.
- Subscriber is fully and solely responsible to be aware of, understand, and comply with the anti-solicitation provisions of the Federal Telephone Consumer Protection Act of 1991, and any amendments thereto, at 47 U.S.C. § 227, the Federal Communications Commission implementing regulations, at 47 CFR § 64.1200 et seq., the Federal Trade Commission's Telemarketing Sales Rule at 16 CFR Part 310 and any amendments and any similar laws, the Controlling the Assault of Non-Solicited Pornography and Marketing Act and any other similar laws. Subscriber agrees not to violate these, or any other applicable federal, state, or local anti-solicitation laws, and represents and warrants that its use of ECM2 Service will not cause ECM2 to violate these or other similar laws.
- Subscriber agrees that it is the sole responsibility of the Subscriber to abide by any laws defined by the State or Federal Government in which Services will be applicable. Subscriber understands and agrees that ECM2 will not be held responsible for damages to the Subscriber or any third party incurred due to Subscriber's failure to abide by state and/or federal laws and will seek indemnification from Subscriber for damages it sustains from Subscriber's breach of this provision as per Section 8 of this document. Please refer to the Telephone Consumer Protection Act of 1991, the Telemarketing Sales Rule, the Controlling the Assault of Non-Solicited Pornography and Marketing Act. You may visit the Federal Communications Commission website at <http://www.fcc.gov> and the Federal Trade Commission website at <http://www.ftc.gov> and or refer to the appropriate State Attorney General's office or other applicable offices for rules and or regulations pertaining to your intended application and use of the Service.

ADDITIONAL TERMS AND CONDITIONS FOR ECM2 MONTHLY RECURRING SERVICE

- Subscriber may not transfer, port, sell, assign or make any claim that it has the right to do so with regard to any ECM2 Account.
- Subscriber understands that all ECM2 recurring Services is for the contracted term. This Agreement has the contracted term from the date you signed up ("Sign-up Date") for the recurring Service.15. PAYMENT FOR RECURRING SERVICES
- In the event payment is denied, or not received ECM2 may discontinue Service immediately. Payment must be made within 5 business days or Service may be terminated and a \$50 cancellation fee will apply.

CANCELLATION OF RECURRING SERVICE

- Subscriber's account Service including but not limited to text messaging may be canceled (1) with a written notice or cancellation request 180 day prior to renewal date, during which time normal monthly Service fees will apply or (2) with a written notice or **cancellation request** asking for immediate cancellation, for which any applicable additional minute or additional text message usage charges will apply.

GENERAL

- This Agreement merges all prior written and oral communications and defines the entire agreement of the parties concerning the Services.
- In the event any portion of this Agreement shall be held illegal, void, or ineffective, the remaining portions hereof shall remain in full force and effect and such illegal, void or ineffective provisions shall be construed, as nearly as possible, to reflect the intentions of the parties.
- All notices under this Agreement shall be in writing and delivered by email.
- This Agreement shall be construed in accordance with State and Federal law without regard to its conflict of legal provisions. ECM2 and the individual Subscriber and, if applicable, the Subscriber's company will submit to the jurisdiction of the State and Federal courts.
- Subscriber agrees and acknowledges that any breach of the provisions regarding ownership contained in this Agreement shall cause ECM2 irreparable harm and ECM2 may obtain injunctive relief as well as seek all other remedies available to ECM2 in law and in equity.
- Subscriber shall not assign its rights under this Agreement. This Agreement shall be binding on and inure to the benefit of the parties, their successors, and permitted assigns and legal representatives.
- The failure of ECM2 to exercise its rights under this Agreement will not be construed as a waiver of such rights, nor will it any way affect the validity of this Agreement. Sections 5, 6, 7, and 8, shall survive termination or expiration of this Agreement for any reason.