

Order Form

This contract will be effective for a period of 12 months, July 1, 2021 - June 31, 2022

Subscription Pricing

Product: Share911 Critical Event Management

Quantity: 1,100

Annual Cost: \$27.00

Total Annual Cost: \$29,700

Payment & Terms

The client agrees to be bound and abide by all of the terms, conditions, restrictions, and other provisions of the OnScene Technologies Terms and Conditions of Use (Located at <https://share911.com/conditions-of-use.html>), which are hereby expressly incorporated herein by this reference. To the extent the provisions of this Agreement are in conflict with the provisions of the OnScene Technologies Terms and Conditions of Use as amended from time to time, the provisions hereof shall control.

Term

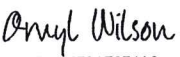
The term of this agreement shall commence upon the acceptance and, subject to OnScene Technologies, Inc. timely receipt of all fees owed, shall continue for the period set forth above in the Order Form and shall thereafter automatically renew for subsequent terms (each a "Renewal Term") unless one party provides written notice to the other party of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Initial Term or Renewal Term. Notwithstanding the foregoing, OnScene Technologies reserves the right to terminate this Agreement at any time if the services provided to Franklin Township Schools are being used in a manner that violates the OnScene Technologies, Inc. Terms and Conditions of Use (Located at <https://share911.com/conditions-of-use.html>)

Payment Terms

Payment terms are outlined on your quote and invoices

Mutual Warranties

Each party represents and warrants that it has the legal power to accept and enter into this Agreement; that the signatory hereto has the authority to bind the applicable organization; and when accepted, this Agreement will constitute the legal, valid, and binding obligation of each party, enforceable in accordance with its terms.

DocuSigned by:

CEC611731F074A2

Customer Signature

Name: Orvyl Wilson

Company: Franklin Township Public Schools School District

Title: Director of School Management

Date Signed: 6/7/2021

DocuSigned by:

A42D896CCB0740E...

OnScene Technologies, Inc Signature

Name: Erik Endress

Title: CEO

Date Signed: 6/7/2021

ONSCENE TECHNOLOGIES, INC.
TERMS AND CONDITIONS OF USE

The following Terms and Conditions of Use ("Conditions of Use") along with the additional terms and conditions and policies available herein by hyperlink together set forth the legally binding agreement for any use of any websites, applications, services, data, information and tools offered by OnScene Technologies, Inc., a Delaware corporation (collectively referred to herein as "OnScene Technologies", "we", "our", or the "Company") including <https://share911.com> and <http://about.share911.com> (collectively, and together with all services available through such sites, the "Site"). The Site may only be used in a manner consistent with these Conditions of Use.

By using the Site in any manner, including but not limited to visiting or browsing the Site, you ("User" or "you") represent that you have read, understand and agree to be bound by these Conditions of Use, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. We may change these Conditions of Use at any time by posting the changes to the Site. Your use of the Site constitutes your agreement to the most recent version of these Conditions of Use. The Privacy Policy applicable to this Site is available here: [Privacy Policy](#).

1. User Eligibility

Age and Residence: The Site is available only to, and may only be used by, individuals who are 18 years of age and older who can form legally binding contracts under applicable law. You represent and warrant that you are at least 18 years old and that any registration information you submit is accurate and truthful. OnScene Technologies may, in its sole discretion, refuse to offer access to or use of the Site to any person or entity and change its eligibility criteria at any time.

Compliance: You agree to comply with all local laws regarding online conduct and acceptable content. In addition, you must abide by our policies as stated in these Conditions of Use as well as all other operating rules, policies and procedures that may be published from time to time on the Site by OnScene Technologies, each of which is incorporated herein by reference and each of which may be updated by OnScene Technologies from time to time without notice to you.

Password: Once you select a password to access the Site, you must keep your password secure. You are fully responsible for all activity, liability and damage resulting from your failure to maintain password confidentiality. You agree to immediately notify OnScene Technologies of any unauthorized use of your account or password or any breach of security. You also agree that OnScene Technologies cannot and will not be liable for any loss or damage arising from your failure to keep your password secure.

Limited License: OnScene Technologies grants you a personal, limited, non-exclusive, revocable and non-transferable license to utilize and access the Site pursuant to the requirements and restrictions contained in these Conditions of Use. OnScene Technologies may, in its sole discretion, change, suspend or discontinue any aspect of the Site at any time. We may also impose limits on certain services or restrict access to all or certain portions of the Site, without prior notice or liability to you or any third party.

Account Transfer: Your limited license to use the Site is personal to you. You may not allow access, transfer or sell your OnScene Technologies account or User ID to another party.

Right to Refuse Service: Our services are not available to temporarily or indefinitely suspended Users. OnScene Technologies reserves the right, in our sole discretion, to cancel unconfirmed or inactive accounts. OnScene Technologies reserves the right to refuse, suspend or terminate service to anyone, for any reason, at any time.

2. Permitted Use

You agree that you are authorized to use the Site solely for matters related to your employment or your status as a volunteer member of an emergency service or public safety agency. You are prohibited from duplicating, downloading, publishing, sharing, modifying or otherwise distributing, in whole or in part, any Content (as hereinafter defined) or materials on the Site without the express written consent of OnScene Technologies. All Content, pages and material contained on the Site are the property of OnScene Technologies, or are owned by a third party and are used by OnScene Technologies under license, and are protected by U.S. copyright and other intellectual property laws.

3. Prohibited, Questionable and Infringing Items and Activities

You are solely responsible for your conduct and activities on and regarding the Site and any and all data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links (together, "Content") that you submit, post, and display on the Site. We do not endorse Content submitted to the Site, or any opinion, recommendation or advice expressed by Users. We expressly disclaim any and all liability in connection with Content submitted by Users.

Restricted Activities: Your Content and your use of the Site shall not:

1. Be false, inaccurate or misleading;
2. Be fraudulent;

3. Infringe upon any third-party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy ;
4. Violate these Conditions of Use , any Site policy or community guidelines, or any applicable law, statute, ordinance or regulation;
5. Be defamatory, trade libelous, unlawfully threaten, unlawfully harass, impersonate or intimidate any person (including OnScene Technologies staff or other Users), or falsely state or otherwise misrepresent your identity or affiliation with any person;
6. Be obscene or contain pornography;
7. Contain or transmit any code of a destructive nature that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
8. Modify, adapt or hack the Site or modify another website so as to falsely imply that it is associated with OnScene Technologies;
9. Appear to create liability for OnScene Technologies or cause OnScene Technologies to lose (in whole or in part) the services of our ISPs or other suppliers;

OnScene Technologies may, in its sole discretion, remove or delete any Content that violates these Conditions of Use or that we find otherwise objectionable.

4. Content

License: If you choose to submit any Content to us, or otherwise make available any Content through the Site, you hereby grant OnScene Technologies a non-exclusive, worldwide, perpetual, irrevocable, royalty-free and non-transferable right to reproduce, use, display, perform, distribute, create derivative works from the Content you supply to OnScene Technologies, in any medium now known or not currently known, all in accordance with the [Privacy Policy](#) . You agree to allow OnScene Technologies to store or re-format your Content on the Site and display your Content on the Site in any way or manner OnScene Technologies may choose from time to time in good faith, in accordance with the [Privacy Policy](#) and good business practices.

Idea Submissions: OnScene Technologies considers any unsolicited suggestions, ideas, proposals or other material submitted to it by Users via the Site or otherwise (collectively, the "Idea Submissions") to be non-confidential and non-proprietary, and OnScene Technologies shall not be liable for the disclosure or use of such Idea Submissions. If, at our request, any User sends an Idea Submission to market or improve the Site (for example through forums, comments or to customer support), OnScene Technologies will also consider that Idea Submission to be non-confidential and non-proprietary and OnScene Technologies will not be liable for use or disclosure of any Idea Submissions. You hereby grant to OnScene Technologies a non-exclusive, worldwide, perpetual, irrevocable, royalty-free and non-transferable right to reproduce, use, display, perform, distribute, create derivative works from the Idea Submission and otherwise exploit it for any purpose whatsoever, commercial or otherwise, without compensation or accounting to you and without further recourse by you.

5. Information Control

Accuracy of Information: Please use caution and common sense when using the Site. OnScene Technologies makes no representations or warranties regarding the truthfulness, accuracy, completeness, timeliness or reliability of any information on the Site.

By using the Site, you agree to accept the risks of using the Site and further agree that neither OnScene Technologies nor our officers, directors, agents, parents, subsidiaries, joint venturers or employees are responsible for all or any acts or omissions of Users on the Site.

Other Resources: OnScene Technologies is not responsible for the availability of outside websites or resources linked to or referenced on the Site. OnScene Technologies does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You agree that OnScene Technologies shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or resources. Access to third party websites from the Site is done at your own risk.

6. Our Intellectual Property

"ONSCENE TECHNOLOGIES", "SHARE911", "SW911" and other OnScene Technologies graphics, logos, designs, page headers, button icons, scripts, and service names are trademarks, trade names and/or trade dress of OnScene Technologies, Inc. in the U.S. The "look" and "feel" of the Site (including color combinations, button shapes, layout, design and all graphical elements) are protected by U.S. copyright and trademark law. You may not use our trademarks and trade dress for any purpose whatsoever, including as part of trademarks and/or as part of domain names or email addresses, in connection with any product or service in any manner that is likely to cause confusion.

7. Access and Interference

You agree that you will not use any robot, spider, scraper or other automated means to access OnScene Technologies for any purpose whatsoever, except to the extent expressly permitted by and in compliance with these Conditions of Use. Additionally, you agree that you will not:

1. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our electronic infrastructure;
2. Copy, reproduce, modify, create derivative works from, distribute or publicly display any OnScene Technologies Content except to the extent expressly permitted by and in compliance with the Conditions of Use;
3. Interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site;
4. Attempt to probe, scan or test the vulnerability of any OnScene Technologies systems or networks or to breach security or authentication measures without proper authorization; or
5. Reverse engineer, decompile or disassemble any of the software used to provide this Site.

8. Breach

Without limiting any other remedies, OnScene Technologies may, without notice, and without refunding any fees, delay or immediately remove Content, warn our community of a User's actions, issue a warning to a User, temporarily suspend a User, temporarily or indefinitely suspend a User's account privileges, terminate a User's account, prohibit access to the Site, and take technical and legal steps to keep a User off the Site and refuse to provide services to a User if any of the following apply:

OnScene Technologies suspects or knows (by information, investigation, conviction, settlement, insurance or escrow investigation, or otherwise) a User has breached these Conditions of Use, the [Privacy Policy](#) or other OnScene Technologies policies and community guidelines incorporated herein; OnScene Technologies is unable to verify or authenticate any of your personal information or Content; or OnScene Technologies believes that a User is acting inconsistently with the letter or spirit of our policies, has engaged in improper or fraudulent activity in connection with OnScene Technologies or the actions may cause legal liability or financial loss to other Users or to OnScene Technologies.

9. Privacy

Our [Privacy Policy](#), as amended from time to time, is hereby incorporated into these Conditions of Use by reference.

10. No Warranty

USER AGREES THAT ONSCENE TECHNOLOGIES MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE AND THE SERVICES IT PROVIDES. USER AGREES THAT THE VERY NATURE OF SUCH SERVICES INVOLVE SITUATIONS THAT ENTAIL UNCERTAINTY, RISK AND POSSIBLE SERIOUS INJURY, DISABILITY OR DEATH, FOR WHICH USER SHALL NOT ATTEMPT TO HOLD ONSCENE TECHNOLOGIES RESPONSIBLE OR LIABLE. NEITHER THE SITE NOR THE SERVICES ARE FOOLPROOF AND MAY EXPERIENCE SIGNAL TRANSMISSION FAILURES OR DELAYS FOR ANY NUMBER OF REASONS AND THE ACTUAL TIME REQUIRED FOR EMERGENCY RESPONDERS TO ARRIVE AT USER'S PREMISES AND/OR TO TRANSPORT ANY PERSON REQUIRING MEDICAL ATTENTION IS UNPREDICTABLE WITH MANY CONTRIBUTING FACTORS OUTSIDE THE CONTROL OF ONSCENE TECHNOLOGIES.

ONSCENE TECHNOLOGIES PROVIDES THE SITE AND SERVICES, DATA, INFORMATION, AND TOOLS VIA THE SITE "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. ONSCENE TECHNOLOGIES, ONSCENE TECHNOLOGIES' PARENTS, SUBSIDIARIES, MEMBERS, MANAGERS, OFFICERS, DIRECTORS AND EMPLOYEES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM ONSCENE TECHNOLOGIES SHALL CREATE ANY WARRANTY.

USE OF THE SITE IS AT YOUR SOLE RISK. ONSCENE TECHNOLOGIES DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE SITE AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT YOU WILL HAVE INTERNET ACCESS, BATTERY POWER OR ELECTRICAL POWER AT THE TIME OR LOCATION YOU ATTEMPT TO ACCESS THE SITE; THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE SITE IS FREE OF INACCURACIES, MISREPRESENTATIONS BY USERS, VIRUSES OR OTHER HARMFUL COMPONENTS.

11. Liability Limit; Covenant Not to Sue

ONSCENE TECHNOLOGIES' SITE AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE THREATS TO PERSONAL SAFETY, INCLUDING, BUT NOT LIMITED TO THREATS TO SCHOOL SAFETY, FIRES, FLOODS, BURGLARIES, TERRORISM, OR MEDICAL PROBLEMS. ONSCENE TECHNOLOGIES MAKES NO GUARANTY OR WARRANTY THAT THE SITE OR SERVICES PROVIDED WILL DETECT OR AVERT SUCH INCIDENTS OR THEIR CONSEQUENCES.

ONSCENE TECHNOLOGIES AND (AS AND TO THE FULL EXTENT APPLICABLE) ONSCENE TECHNOLOGIES' MEMBERS, MANAGERS, PARENTS, SUBSIDIARIES, OFFICERS, DIRECTORS OR EMPLOYEES SHALL NOT BE LIABLE TO USER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF ONSCENE TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE RELATIONSHIP OF ONSCENE TECHNOLOGIES AND THE USER, BREACH OF THESE CONDITIONS OF USE, OR ARISING FROM ANY OTHER PROVISION OF THESE CONDITIONS OF USE, INCLUDING DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY (COLLECTIVELY, "DISCLAIMED DAMAGES").

YOU RELEASE, WAIVE, DISCHARGE AND PROMISE NOT TO SUE OR BRING ANY CLAIM OF ANY TYPE AGAINST ONSCENE TECHNOLOGIES FOR LOSS, DAMAGE OR INJURY RELATING IN ANY WAY TO THE SITE OR SERVICES PROVIDED BY ONSCENE TECHNOLOGIES. UNDER NO CIRCUMSTANCES WILL YOU ATTEMPT TO HOLD ONSCENE TECHNOLOGIES LIABLE FOR ANY DISCLAIMED DAMAGES. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH 11, ONSCENE TECHNOLOGIES IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SITE OR SERVICES PROVIDED BY ONSCENE TECHNOLOGIES, ONSCENE TECHNOLOGIES' LIABILITY TO YOU SHALL BE LIMITED TO THE AMOUNT OF FEES RECEIVED BY ONSCENE TECHNOLOGIES ATTRIBUTABLE TO SUCH USER IN THE SIX (6) MONTHS PRIOR TO THE ACTION OR CLAIM GIVING RISE TO LIABILITY OR \$500, WHICHEVER IS GREATER.

12. Indemnity

User shall indemnify, defend and hold OnScene Technologies and its parents, subsidiaries, officers, directors, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses (including attorney's fees) imposed on, or incurred or sustained by or asserted against OnScene Technologies by any person or persons whatsoever, based upon or arising from such User's violation or infringement of any copyright, trade name, trademark or patent (or any application of the foregoing). No limitation of liability of User contained in any other writing shall be binding on or effective against OnScene Technologies.

13. No Guarantees

OnScene Technologies does not guarantee continuous, uninterrupted access to the Site, and operation of the Site may be interfered with by numerous factors outside our control. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site, or any part thereof, with or without notice. The Site will also undergo periodic scheduled and unscheduled maintenance. OnScene Technologies assumes no liability for business interruption or lost sales in the event User is not able to access the Site, or the operation of the Site is interrupted for any reason.

The Site may contain typographical errors or inaccuracies and may not be complete or current. We reserve the right to correct any such errors, inaccuracies or omissions and to change or update information at any time without prior notice, even after a charge has been processed or accepted.

14. Legal Compliance

You will comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Site and any OnScene Technologies service.

15. Severability

The invalidity or unenforceability of any portion or provision of these Conditions of Use shall in no way affect the validity or enforceability of any other portion or provision of the Conditions of Use. Any invalid or unenforceable portion or provision shall be deemed severed from the Conditions of Use and the remainder of the Conditions of Use shall be construed and enforced as if the Conditions of Use did not contain such invalid or unenforceable portion or provision.

16. No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Conditions of Use.

17. OnScene Technologies Service

OnScene Technologies reserves the right to modify or terminate the OnScene Technologies service for any reason, without notice, at any time. OnScene Technologies reserves the right to alter these Conditions of Use or other Site policies at any time, so please review the policies frequently. If OnScene Technologies makes a material change we will notify you here, by email, by means of a notice on our home page, or other places OnScene Technologies deems appropriate. What constitutes a "material change" will be determined at our sole discretion, in good faith.

18. Governing Law

The Site is operated and administered from within the United States of America. These Conditions of Use and the legal relations between the parties hereto shall be governed by and interpreted in accordance with the law of the State of New Jersey without regard to its conflict of law principles, regardless of User's location or the location in which any marketing, programming or other activities related to these Conditions of Use have taken place. The federal and state courts located in New Jersey shall have exclusive jurisdiction to adjudicate any dispute arising out of these Conditions of Use. Each party expressly consents to (i) the personal jurisdiction of the federal and state courts located in New Jersey, and (ii) service of process being effectuated upon it by registered mail to the address provided to OnScene Technologies, in the case of User, or as posted on the Site, in the case of OnScene Technologies.

19. Survival

Section 2 (Permitted Use), Section 4 (Content), Section 5 (Information Control), Section 6 (Our Intellectual Property), Section 7 (Access and Interference), Section 8 (Breach), Section 9 (Privacy), Section 10 (No Warranty), Section 11 (Liability Limit; Covenant Not to Sue), Section 12 (Indemnity), Section 13 (No Guarantees), Section 15 (Severability), Section 16 (No Agency), Section 18 (Governing Law), and this Section 19 (Survival) shall survive any termination or expiration of these Conditions of Use and any termination, suspension, expiration or cancelation of your account with OnScene Technologies.

20. Notices

Except as expressly stated in these Conditions of Use, any notices you send to OnScene Technologies shall be given by e-mail to admin@share911.com. You agree to accept notices sent to you at the email address you, your employer or your emergency response organization provide to OnScene Technologies during the registration process, or as you, your employer or your emergency response organization may update it from time to time. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid.

21. Controlling Terms

These Conditions of Use and those additional terms and conditions and policies referenced herein represent the complete agreement and understanding with respect to the subject matter of these Conditions of Use. Different or additional terms or conditions in any prior or subsequent communication (whether by email or any other form of communication) shall not add to, modify, or otherwise change the terms and conditions of these Conditions of Use.