SIEMENS STANDARD TERMS AND CONDITIONS
Shooter Detection Addendum

This Addendum applies to the following products (the "Products") manufactured by Shooter Detection Systems, LLC ("SDS") and sold to you by Siemens Industry, Inc. ("Siemens"):

- Guardian Indoor Active Shooter Detection System;
- Guardian Gateway System

For the purposes of this Addendum, "Sales Agreement" shall mean any agreement for sale of the Products between Siemens and the customer who is the Products end user ("End User").

In addition to the terms and conditions set forth in the Sales Agreement, the sale of the Products to the End User is governed by the terms and conditions of this Addendum. In the event of any conflict or inconsistency between the terms of the Sales Agreement and the terms of the Addendum, the terms of the Addendum shall take priority with regard to the Products only.

TERMS

1. The Products include SDS' proprietary software ("Software"). The End User's use of the Software is subject to the terms of the End User License and Annual Subscription Agreement, Attachment 1 hereto.

2. Products Warranty and Disclaimers.

   The Products may contain remanufactured parts that are equivalent to new in performance and appearance. The Products are warranted to the End User to be free from material defects in materials and workmanship and, provided they are not damaged or modified in a manner inconsistent with the Products documented form, fit or function by End Users, or external sources, will function under normal use and circumstances, materially in accordance with the documentation provided with the Products for a period of fifteen (15) months from the date of shipment by SDS. All repair and replacement Products furnished to End User under this limited warranty shall be new or reconditioned to be functionally equivalent to new. Each repair or replacement Product is warranted to be free of defects in material or workmanship for the remainder of the limited product warranty period of the original Product plus a period of time equal to the time elapsed between the date the deficient Product was returned to SDS or Siemens and the date the repaired or replacement Product was returned to Siemens. All defective Products which have been replaced shall become the property of SDS. SDS shall pay return freight costs associated with defective Product returned under warranty. Method and means of shipment shall be at the exclusive discretion of SDS.

   SIEMENS AND SDS DO NOT REPRESENT THAT: (A) THE PRODUCTS, INCLUDING HARDWARE AND SOFTWARE, WILL BE ERROR-FREE, OR (B) THE PRODUCTS, INCLUDING HARDWARE AND SOFTWARE, WILL MEET END USER'S REQUIREMENTS, OR (C) ALL ERRORS IN THE PRODUCTS, INCLUDING HARDWARE AND SOFTWARE, WILL BE CORRECTED, OR (D) THE SYSTEMS THAT MAKE THE PRODUCTS AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND END USER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

   THE WARRANTIES STATED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SDS. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR

IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF FITNESS FOR HIGH RISK PURPOSES REQUIRING FAIL-SAFE PERFORMANCE ARE HEREBY EXPRESSLY DISCLAIMED.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMERS, THE PRODUCTS ARE NOT DESIGNED, SOLD, OR INTENDED TO BE USED TO DETECT, INTERCEPT, TRANSMIT OR RECORD ORAL OR OTHER COMMUNICATIONS OF ANY KIND, AND ACCORDINGLY, NEITHER SDS NOR SIEMENS SHALL BE RESPONSIBLE FOR ANY USE OF THE PRODUCTS THAT VIOLATE THE PRIVACY RIGHTS OF THIRD PARTIES.

REGARDLESS OF ANY PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALINGS BY ANY SIEMENS OR SDS REPRESENTATIVES, NEITHER SIEMENS NOR SDS WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE PRODUCTS OR THEIR USE WILL RESULT IN THE PREVENTION OF CRIME OR HOSTILE ENEMY ACTION, APPREHENSION OR CONVICTION OF ANY PERPETRATOR OF ANY CRIME, MILITARY PROSECUTION OF ANY ENEMY FORCE, OR DETECTION OR NEUTRALIZATION OF ANY CRIMINAL, COMBATANT OR THREAT; PREVENT ANY LOSS, DEATH, INJURY, OR DAMAGE TO PROPERTY DUE TO THE DISCHARGE OF A FIREARM OR OTHER WEAPON; OR THAT THE PRODUCTS WILL REMAIN IN OPERATION AT ALL TIMES OR UNDER ALL CONDITIONS.

SIEMENS AND SDS EXPRESSLY DISCLAIM, AND DO NOT UNDERTAKE OR ASSUME ANY DUTY, OBLIGATION OR RESPONSIBILITY FOR ANY DECISIONS, ACTIONS, REACTIONS, RESPONSES, FAILURE TO ACT, OR INACTION, BY END USER AS A RESULT OF OR IN RELIANCE ON, IN WHOLE OR IN PART, THE PRODUCT, OR FOR ANY CONSEQUENCES OR OUTCOMES, INCLUDING ANY DEATH, INJURY, OR LOSS OR DAMAGE TO ANY PROPERTY, ARISING FROM OR CAUSED BY ANY SUCH DECISIONS, ACTIONS, REACTIONS, RESPONSES, FAILURE TO ACT, OR INACTION. IT SHALL BE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE END USER TO DETERMINE APPROPRIATE DECISIONS, ACTIONS, REACTIONS OR RESPONSES, INCLUDING WHETHER OR NOT TO DISPATCH EMERGENCY RESPONDER RESOURCES. THE END USER HEREBY EXPRESSLY ASSUMES ALL RISKS AND LIABILITY ASSOCIATED WITH ANY AND ALL ACTION, REACTION, RESPONSE, AND DISPATCH DECISIONS, AND FOR ALL CONSEQUENCES AND OUTCOMES ARISING FROM OR CAUSED BY ANY DECISIONS MADE OR NOT MADE BY THE END USER IN RELIANCE, IN WHOLE OR IN PART, ON THE PRODUCT, INCLUDING ANY DEATH, INJURY, OR LOSS OR DAMAGE TO ANY PROPERTY.

SIEMENS AND SDS MAKE NO WARRANTIES THAT ANY MESSAGES, ALERTS OR TEXTS SENT VIA THE PRODUCT WILL BE ACCURATE, TIMELY OR THE PRODUCTS DO NOT CAUSE AND CANNOT ELIMINATE OCCURENCES OF THE EVENTS THEY ARE INTENDED TO DETECT. SIEMENS AND SDS SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE PRODUCTS ARE INTENDED TO DETECT.

ATTACHMENT 1

SHOOTER DETECTION SYSTEMS

END USER LICENSE AND ANNUAL SUBSCRIPTION AGREEMENT

This End User License and Annual Subscription Agreement (the "Agreement"), effective the ___ day of [_____] 2018 (the "Effective Date"), is made by and between Shooter Detection Systems, LLC, a Massachusetts limited liability company with its principal place of business at 300 Newburyport Turnpike, Rowley, MA 01969 (hereinafter "SDS"), and [_____], with offices at INSERT STREET ADDRESS, INSERT CITY, INSERT STATE, INSERT ZIP, (hereinafter "SUBSCRIBER"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

DEFINITIONS

Documentation means the documentation for the SOFTWARE generally supplied by SDS to assist its customers in the use of the SOFTWARE, including user and system administrator guides and manuals and other written materials, including the software functional specifications

Fees means the fees set forth and described on the Order to be paid by SUBSCRIBER to SDS or its authorized dealer or reseller, as the case may be, for use of the SOFTWARE.

Hardware means that equipment provided by SDS set forth and described on an Order and may include sensors, computers, servers, cameras and similar equipment

Order means each ordering document signed by SDS or one of its authorized dealers or resellers and SUBSCRIBER which references this Agreement, identifies the specific SOFTWARE ordered by Customer from SDS, sets forth the prices to be paid by SUBSCRIBER for the SOFTWARE, lists the Subscription Term and sets forth any other applicable terms and conditions.

Permitted Capacity means system resource limitations of SUBSCRIBER's subscription license to the SOFTWARE and may include but is not limited to number of hardware sensors, hardware devices, number and type of supported external applications, number and type of supported users. *SOFTWARE* means the software products provided by SDS to SUBSCRIBER and which are listed on an Order and all updates, enhancements, bug fixes and new releases thereto that SDS makes available to SUBSCRIBER hereunder during the Subscription Term.

Subscription Term means the specific term of SUBCRIBER's subscription license to the SOFTWARE. The Subscription Term shall be set forth on the Order.

GRANT OF LICENSE.

Subject to the provisions contained in this Agreement, and timely payment of the applicable fees, SDS hereby grants to SUBSCRIBER a non-exclusive, non-transferable license, solely during the applicable Subscription Term, to use the SOFWARE identified in the Order, solely in object code and solely for SUBSCRIBER's internal business purposes up to the Permitted Capacity set forth in the Order. Subject to compliance with the terms and conditions of this Agreement, SUBSCRIBER may relocate or transfer the SOFTWARE for use on a different server within its location. SUBSCRIBER shall not, and shall not permit, anyone else to copy the SOFTWARE, other than copies authorized in this Agreement. SUBSCRIBER understands that its right to use the SOFTWARE is limited by the Permitted Capacity purchased, and SUBSCRIBER'S use may in no event exceed the Permitted Capacity authorized under the applicable Order. If SUBSCRIBER's use exceeds the Permitted Capacity, SUBSCRIBER must purchase additional Permitted Capacity sufficient for the balance of the then-current Subscription Term to cover the excess use.

FEES.

SUBSCRIBER agrees to pay SDS (or if applicable its authorized dealer or reseller as set forth on the Order) the Fees in the amounts specified in the Order. Such FEES are not refundable and cannot be applied towards the purchase of other products or services. SDS reserves the right to change FEES and terms of this Agreement for any renewal Subscription Term, and will give the SUBSCRIBER prior written notice of any such changes.

OWNERSHIP OF SOFTWARE.

SDS shall at all times retain title to and ownership of the SOFTWARE, including any adaptations or copies of the SOFTWARE, regardless of the form or media in or on which the original and other copies may exist. The SOFTWARE is protected by

copyright laws and international copyright treaties and SDS may incorporate certain measures in the SOFTWARE to prevent unauthorized use. SUBSCRIBER acknowledges and agrees that any and all suggestions regarding features, functionality or performance that SDS may elect to adopt for any of its products including the SOFTWARE (expressly excluding SUBSCRIBER Confidential Information), such features, functionality and performance shall be deemed to be automatically assigned to SDS under this Agreement, and shall become the sole and exclusive property of SDS.

RESTRICTIONS.

SUBSCRIBER will not and will not allow any third party to: (a) copy or use the SOFTWARE in any manner except as expressly permitted in this Agreement; (b) use or deploy the SOFTWARE in excess of the Permitted Capacity number for which SUBSCRIBER has paid the applicable Fee; (c) transfer, sell, rent, lease, lend, distribute, or sublicense the SOFTWARE to any third party; (d) use the SOFTWARE for providing time-sharing services, service bureau services or as part of an application services provider or as a service offering primarily designed to offer the functionality of the SOFTWARE; (e) reverse engineer, disassemble, or decompile the SOFTWARE or otherwise attempt to reduce the SOFTWARE from object code to source code or reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the SOFTWARE by any means whatsoever; (f) alter, modify, enhance or prepare any derivative work from or of the SOFTWARE;
(g) use the SOFTWARE to develop any works which are functionally compatible or competitive to the SOFTWARE or create any works which are derived from the SOFTWARE (using the SOFTWARE to produce reports or other tasks permitted by the SOFTWARE are not deemed to be works derived from the SOFTWARE) (h) alter or remove any proprietary notices in the SOFTWARE; (i) utilize any equipment, device, software, or other means designed to circumvent or remove any security mechanisms or form of copy or usage protection used by SDS in connection with the SOFTWARE; or publicly disseminate or disclose performance information or analysis on the SOFTWARE, including any results of benchmark tests run on the SOFTWARE; or (j) use the SOFTWARE in any manner that violates any applicable law or regulation, including, without limitation, any third party copyright , intellectual property or proprietary right law, or U.S. Department of Commerce export administration rules. If SUBSCRIBER does not comply with the license terms or the foregoing restrictions, SDS may immediately terminate or suspend SUBSCRIBER'S license to the SOFTWARE (without refund or credit) until SUBSCRIBER comes into compliance with such terms and restrictions in accordance with the terms of this Agreement. SDS reserves all rights not expressly granted to SUBSCRIBER in this Agreement.

SUBSCRIBER agrees to use the SOFTWARE only on the SUBSCRIBER'S computer(s). SUBSCRIBER may, subject to any applicable export requirements, change the computer(s) on which SUBSCRIBER is authorized to use the SOFTWARE to other computer(s) within SUBSCRIBER'S organization. If SUBSCRIBER changes the computer(s) on which SUBSCRIBER is using the SOFTWARE, SUBSCRIBER may no longer use the SOFTWARE on the former computer(s).

THIRD PARTY SOFTWARE

If the Software licensed under this Agreement contains Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software
Licenses governing SUBSCRIBER's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by SUBSCRIBER, SDS will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found).

CONTACT INFORMATION.

SUBSCRIBER shall be responsible for ensuring SDS has the most current SUBSCRIBER contact and billing information as it pertains to this Agreement.

VERIFICATION.

SUBSCRIBER acknowledges and agrees that SDS may, upon reasonable notice to SUBSCRIBER and no more than once per year, request records to verify SUBSCRIBER'S use of the SOFTWARE complies with the terms of this Agreement. If SDS, on a reasonable basis, believes that such report is not correctly disclosing information of SUBSCRIBER'S SOFTWARE usage, SDS will conduct an audit at SUBSCRIBER'S business premises to verify that SUBSCRIBER'S use of the SOFTWARE complies with this Agreement. Such audit will be carried out during business hours and in accordance with your reasonable site security requirements. If the audit shows that SUBSCRIBER is in violation of this Agreement, SUBSCRIBER will reimburse SDS for its reasonable expenses related to the audit and will pay any appropriate additional fees.

DISASTER RECOVERY AND FAILOVER.

SUBSCRIBER may install additional copies of the SOFTWARE on one or more non-production servers designated for disaster recovery or failover purposes. Such additional copies may only be run on non-production server(s) and may only be used to carry out the designated purpose

associated with the non-production server(s).

DELIVERY; SOFTWARE SUBSCRIPTION KEYS AND USE MANAGER.

The SOFTWARE is only available electronically via download and, unless specifically agreed to by SDS, will not be available in any other format. The SOFTWARE shall be deemed delivered to SUBSCRIBER upon SDS making available to SUBSCRIBER the SOFTWARE Subscription Key. SUBSCRIBER understands and agrees that a SOFTWARE Subscription Key provided by SDS is required to enable the SOFTWARE and that SOFTWARE Subscription Keys are valid only during the applicable Subscription Term. SUBSCRIBER further understands and agrees that:(i) SUBSCRIBER will be provided with a temporary SOFTWARE Subscription Key upon invoicing, and upon receipt by SDS (or its authorized dealer or reseller, as the case may be) of payment in full for the then-current Subscription Term, SUBSCRIBER will be provided with a SOFTWARE Subscription Key that is effective for the duration of such Subscription Term;(ii) in case of breach by SUBSCRIBER of the payment terms stipulated in this Agreement, SDS will have the right to suspend the SOFTWARE Subscription and such suspension will not give rise to any modification of the amount of the SOFTWARE Subscription fee or to any extension of the Subscription Term;(iii) the SOFTWARE will, in the absence of any renewal of the Subscription Term, be disabled automatically upon the termination or expiration of the Subscription Term or due to non-payment of the fees during the Subscription Term and (iv) the SOFTWARE Subscription Key will automatically prevent the use of the SOFTWARE in violation of the applicable restrictions, as set forth in the Order Form. SUBSCRIBER understands and agrees that activation of the SOFTWARE will include providing certain information to SDS regarding the system environment in which the SOFTWARE is operating. Information will include SUBSCRIBER name, license type, license resource limitations, Operating System, amount of RAM, MAC address and other machine resource information. Upon activation of the SOFTWARE a software module ("Use Manager") will monitor and limit resources to the levels in the Subscription. The Use Manager will provide SUBSCRIBER with information and notifications including the remaining duration of the Subscription period, usage statistics and attempts to exceed resource limitations. SUBSCRIBER can enable these notifications to be provided to SDS for external monitoring of Subscription, but external monitoring not required.

ACTIVATION.

SUBSCRIBER is required to take certain steps to activate the SOFTWARE or validate SUBSCRIBER'S subscription. Failure to activate or register the SOFTWARE, validate the subscription, or a determination by SDS of fraudulent or unauthorized use of the SOFTWARE may result in reduced functionality, inoperability of the SOFTWARE, or a termination or suspension of the SOFTWARE Subscription.

UPDATES:

At any time during the Subscription Term, SDS may provide SOFTWARE upgrades to SUBSCRIBER who has paid the then- applicable Subscription Fee. From time to time, SDS may make improvements to the SOFTWARE. At SDS sole discretion, releases containing minor improvements to the SOFTWARE will be provided to the SUBSCRIBER at no additional charge. However, releases that incorporate major performance improvements or additional functionality not found in the original SOFTWARE may be offered to SUBSCRIBER at an additional charge. The additional charge will be separately quoted to SUBSCRIBER.

SUBSCRIPTION TERM.

 This Agreement will become effective ninety (90) days from the date of Order until the end of the Subscription Term length set forth thereon. Unless otherwise specified in the Order, the Subscription Term will be twelve (12) months from the effective date. The Subscription Term will automatically renew thereafter for successive periods of twelve (12) months each unless either party notifies the other party in writing at least sixty (60) days prior to the then current expiration date of the Subscription Term that it has elected not to renew the Order. In addition, to the foregoing SDS may terminate this Agreement upon breach of the terms of this Agreement by SUBSCRIBER, including failure to make full payment of the Fees when due.

THE SOFTWARE CONTAINS TECHNOLOGY THAT ALLOWS SDS TO TERMINATE SUBSCRIBER'S USE OF THE SOFTWARE IN THE EVENT SUBSCRIBER MATERIALLY BREACHES THE TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO SUBSCRIBER'S FAILURE TO PAY FEES WHEN DUE. SUBSCRIBER SHALL BE SOLELY AND EXCLUSIVELY LIABLE FOR ANY ACT OR FAILURE TO ACT OR ANY OTHER RESULT DUE TO SUBSCRIBER'S BREACH OF THIS AGREEMENT AND TERMINATION OF SUBSCRIBER'S USE OF THE SOFTWARE.

Upon expiration of the Subscription Term or the termination of the Agreement as provided above, SUBSCRIBER shall promptly destroy the SOFTWARE and any back-up copy of the SOFTWARE. SUBSCRIBER shall also promptly return all materials provided by SDS in connection with the SOFTWARE. Except as expressly provided herein, termination of this Agreement by SDS will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of SDS. All rights and obligations of the parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Order.

PAYMENT TERMS.

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Unless specified otherwise, all FEES due hereunder shall be paid annually in advance. FEES will be due in full within thirty (30) days after the date of invoice. The first annual Subscription Fee will be invoiced promptly after the Effective Date. Subsequent annual Subscription Fees will be invoiced at least thirty (30) days prior to the anniversary of the Subscription Term, and are due in full no later than the anniversary of the Subscription Term. All payments shall be in US dollars and shall be made to SDS or, if applicable, the authorized SDS dealer or reseller as set forth on the applicable Order. Any amount not paid when due shall bear a late payment charge, until paid, at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less.

SUBSCRIBER agrees to reimburse SDS for all costs (including attorneys' fees) incurred in collecting late payments. TAXES.

All payments required by the Order and Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes), and SUBSCRIBER agrees to bear and be responsible for the payment of all such charges, excluding taxes based upon SDS' or its dealer's or reseller's net income.

CONFIDENTIAL INFORMATION.

SUBSCRIBER will regard any information provided to it by SDS and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). Confidential Information shall also include information, which, to a reasonable person familiar with the SDS' business and the industry in which it operates, is of a confidential or proprietary nature. SUBSCRIBER shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity except to a director, officer, employee, outside consultant, or advisor (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for SUBSCRIBER and who are bound by a duty of confidentiality no less protective of SDS' Confidential Information than this Agreement. The SUBSCRIBER and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of SDS. SUBSCRIBER accepts full responsibility for the actions of its Representatives and shall protect SDS Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The parties expressly agree that the terms of this Agreement and any associated pricing or fees are Confidential Information and the SOFTWARE is SDS's Confidential Information. SUBSCRIBER shall promptly notify SDS upon becoming aware of a breach or threatened breach hereunder, and shall cooperate with any reasonable request of the disclosing party in enforcing its rights.

Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from SDS, without any obligation of confidentiality; (ii) becomes known to SUBSCRIBER directly or indirectly from a source other than one having an obligation of confidentiality to SDS; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) is independently developed by SUBSCRIBER without use of SDS Confidential Information. SUBSCRIBER may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives SDS reasonable prior written notice to permit SDS to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

Notwithstanding any other provision of this Agreement, SUBSCRIBER acknowledges that any use of the SDS Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the SDS irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, SUBSCRIBER agrees that, in addition to any other remedy to which SDS may be entitled hereunder, at law or equity, SDS shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

NO IMPLIED LICENSE.

Except for the limited rights and licenses expressly granted hereunder, no other license is granted by implication, estoppel or otherwise and no other use is permitted.

PURCHASE THROUGH RESELLERS.

In the event SUBSCRIBER purchases a license to the SOFTWARE through an authorized dealer or reseller of SDS, the terms and conditions of this Agreement shall apply and supersede any other agreements except for any terms and conditions related to pricing, payment or taxes. Such terms and conditions shall be negotiated solely by and between SUBSCRIBER and such authorized dealer or reseller. In the event SUBSCRIBER ceases to pay the applicable dealer or reseller any applicable Fees, or terminates its agreement with the dealer or Reseller, SDS shall have the right to a) terminate SUBSCRIBER's access to the SOFTWARE at any time upon thirty (30) days' prior written notice to SUBSCRIBER or b) mutually agree otherwise with SUBSCRIBER.

SOFTWARE WARRANTY.

SDS hereby grants to SUBSCRIBER a ninety (90) day limited SOFTWARE Warranty, as defined below, commencing on the initial date the SOFTWARE is first delivered to SUBSCRIBER by SDS (the "Warranty Period"). SDS warrants that during the Warranty Period the SOFTWARE will perform in accordance with the then-current Documentation in all material respects (the "Software Warranty"). This Software Warranty does not cover any copy of the SOFTWARE, which has been altered or changed in any way by a party other than SDS.

SOFTWARE WARRANTY REMEDY.

 SUBSCRIBER'S sole and exclusive remedy for any breach of the Software Warranty shall be to have SDS or its authorized representatives, at their option, modify such SOFTWARE to correct the defect giving rise to such breach within a reasonable period, not to exceed thirty (30) days from SDS receipt of written notification of such defect from SUBSCRIBER (the "Cure Period"). If, within the Cure Period as defined above, SDS is unable to modify the defective SOFTWARE in such a way as to correct the said defect, then, unless SDS is able to provide SUBSCRIBER with another method of achieving the desired effect, SUBSCRIBER shall be entitled to terminate this Agreement and return the SOFTWARE to SDS within ten (10) days following the end of the Cure Period. In such event, SUBSCRIBER shall be entitled to a refund, of any Fees paid by SUBSCRIBER and received by SDS for such defective SOFTWARE.

EXCLUSIONS AND CONTINGENCIES.

SUBSCRIBER'S remedy and SDS liability under this Section are expressly contingent upon: (i) SUBSCRIBER notifying SDS in writing of the claim within the Warranty Period and furnishing SDS with adequate supporting documentation and details to substantiate the claim and to assist SDS with the identification and detection of the cause of the problem, and (ii) the problem being capable of reproduction on properly functioning equipment by SDS; (iii) the SOFTWARE has not been altered or changed in any way by a party other than SDS; (iv) the SOFTWARE has been properly installed and operated in accordance with the Documentation; and (v) the SOFTWARE has not experienced interference from products, applications, or configurations provided by SUBSCRIBER.

SDS is not responsible for problems caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the SOFTWARE is procured, nor is SDS responsible for problems which result from the use of the SOFTWARE in conjunction with software of third parties or with hardware which is incompatible with the operating system for which the SOFTWARE is being procured. This limited warranty shall not apply to (a) Software used in violation of this Agreement, or (b) used, handled, operated, maintained or stored improperly, or in any manner not in accord with the Documentation, industry standard practice or SUBSCRIBER instructions or recommendations.

SDS DOES NOT REPRESENT THAT THE SOFTWARE WILL BE ERROR-FREE OR THAT THE SOFTWARE WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SOFTWARE WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SDS SOFTWARE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SDS. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SUBSCRIBER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SOFTWARE IS SUFFICIENT FOR SUBSCRIBER'S PURPOSES. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF FITNESS FOR HIGH RISK PURPOSES REQUIRING FAIL-SAFE PERFORMANCE ARE HEREBY EXPRESSLY DISCLAIMED.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMERS, WHILE THE SOFTWARE IS NOT DESIGNED, SOLD, OR INTENDED TO BE USED TO DETECT, INTERCEPT, TRANSMIT OR RECORD ORAL OR OTHER COMMUNICATIONS OF ANY KIND, SDS CANNOT CONTROL HOW THE SOFTWARE IS USED, AND, ACCORDINGLY, SDS DOES NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT USE OF THE

SOFTWARE WILL COMPLY OR CONFORM TO THE REQUIREMENTS OF FEDERAL, STATE OR LOCAL STATUTES, ORDINANCES AND LAWS, OR THAT USE OF THE SOFTWARE WILL NOT VIOLATE THE PRIVACY RIGHTS OF THIRD PARTIES. SUBSCRIBER SHALL BE SOLELY RESPONSIBLE FOR USING THE SOFTWARE IN FULL COMPLIANCE WITH APPLICABLE LAW AND THE RIGHTS OF THIRD PERSONS. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SOFTWARE IS NOT A CONSUMER GOOD, AND IS NOT INTENDED FOR SALE TO OR USE BY OR FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

FURTHER, REGARDLESS OF ANY PRIOR STATEMENTS, REPRESENTATIONS, OR COURSE OF DEALINGS BY ANY SDS REPRESENTATIVES, SDS DOES NOT WARRANT OR REPRESENT, EXPRESSLY OR IMPLICITLY, THAT THE SDS SOFTWARE OR ITS USE WILL: RESULT IN THE PREVENTION OF CRIME OR HOSTILE ENEMY ACTION, APPREHENSION OR CONVICTION OF ANY PERPETRATOR OF ANY CRIME, MILITARY PROSECUTION OF ANY ENEMY FORCE, OR DETECTION OR NEUTRALIZATION OF ANY CRIMINAL, COMBATANT OR THREAT; PREVENT ANY LOSS, DEATH, INJURY, OR DAMAGE TO PROPERTY DUE TO THE DISCHARGE OF A FIREARM OR OTHER WEAPON; OR THAT THE SOFTWARE WILL REMAIN IN OPERATION AT ALL TIMES OR UNDER ALL CONDITIONS.

SDS, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SUPPLIERS, LICENSORS, RESELLERS, AND/OR DISTRIBUTORS EXPRESSLY DISCLAIM, AND DO NOT UNDERTAKE OR ASSUME ANY DUTY, OBLIGATION OR RESPONSIBILITY FOR ANY DECISIONS, ACTIONS, REACTIONS, RESPONSES, FAILURE TO ACT, OR INACTION, BY SUBSCRIBER AS A RESULT OF OR IN RELIANCE ON, IN WHOLE OR IN PART, THE SOFTWARE PROVIDED BY SDS, OR FOR ANY CONSEQUENCES OR   OUTCOMES, INCLUDING ANY DEATH, INJURY, OR LOSS OR DAMAGE TO ANY

PROPERTY, ARISING FROM OR CAUSED BY ANY SUCH DECISIONS, ACTIONS, REACTIONS, RESPONSES, FAILURE TO ACT, OR INACTION. IT SHALL BE THE SOLE AND EXCLUSIVE RESPONSIBILITY OF SUBSCRIBER TO DETERMINE APPROPRIATE DECISIONS, ACTIONS, REACTIONS OR RESPONSES, INCLUDING WHETHER OR NOT TO DISPATCH EMERGENCY RESPONDER RESOURCES. SUBSCRIBER HEREBY EXPRESSLY ASSUMES ALL RISKS AND LIABILITY ASSOCIATED WITH ANY AND ALL ACTION, REACTION, RESPONSE, AND DISPATCH DECISIONS, AND FOR ALL CONSEQUENCES AND OUTCOMES ARISING FROM OR CAUSED BY ANY DECISIONS MADE OR NOT MADE BY SUBSCRIBER IN RELIANCE, IN WHOLE OR IN PART, ON THE SOFTWARE, INCLUDING ANY DEATH, INJURY, OR LOSS OR DAMAGE TO ANY PROPERTY.

SDS MAKES NO WARRANTIES THAT ANY MESSAGES, ALERTS OR TEXTS SENT VIA THE SOFTWARE WILL BE ACCURATE, TIMELY OR SUCCESSFULLY SENT, DELIVERED OR RECEIVED.

SUBSCRIBER CONTENT.

SUBSCRIBER acknowledges and understands that the SOFTWARE relies on SUBSCRIBER Content. SUBSCRIBER Content is SUBSCRIBER'S sole and exclusive responsibility including but not limited to accuracy, and making and keeping back-up copies of SUBSCRIBER Content. SUBSCRIBER shall be solely responsible for any claims or causes of action that may arise in connection with such use, reliance upon, and distribution of SUBSCRIBER Content. Notwithstanding anything to the contrary herein, SDS has no responsibility or liability for the accuracy or deletion of SUBSCRIBER Content or any other content, the failure to store, transmit or receive transmission of SUBSCRIBER Content or any other content, or the security, privacy, storage, or transmission of other communications originating with or involving use of the SOFTWARE.

LIMITATION OF LIABILITY.

IN NO EVENT WILL SDS, ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, AGENTS, SUPPLIERS, LICENSORS, DEALERS, RESELLERS, AND/OR DISTRIBUTORS BE LIABLE FOR ANY LOST PROFITS OR FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA, ARISING FROM OR RELATING TO THE SOFTWARE OR THIS AGREEMENT, EVEN IF SDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SDS TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SOFTWARE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED $1,000. SUBSCRIBER ACKNOWLEDGES THAT THIS PROVISION REFLECTS THE AGREED UPON ALLOCATION OF RISK FOR THIS AGREEMENT AND THAT SDS WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

INDEMNIFICATION.

 SUBSCRIBER hereby agrees to indemnify SDS, its affiliates, assignees, dealers and resellers and hold them harmless, and to defend SDS, its affiliates, assignees, dealers and resellers, at SDS's, its affiliates', assignees' dealers' and resellers' request, against any loss, damage or expense (including without limitation reasonable attorney's fees) that may be suffered or incurred by SUBSCRIBER, its affiliates and assignees, and claims that may be made against SDS, its affiliates, assignees, dealers and

resellers by any person, as a direct or indirect result of SUBSCRIBER'S use of the SOFTWARE by SUBSCRIBER, any negligence or misconduct by SUBSCRIBER, any breach of SUBSCRIBER'S covenants contained herein, the infringement of any trademark or other proprietary rights claimed by a third party (other than the Software), the violation of any laws, directives or standards applicable to the SOFTWARE, the insolvency of the SUBSCRIBER or any act or omission of the SUBSCRIBER. The provisions of this Section shall survive any termination of this Agreement.

COMPLIANCE WITH LAWS.

SUBSCRIBER shall comply with all laws, regulations, rules, ordinances and orders applicable to its use of the Software.

U.S. GOVERNMENT END USERS.

 The SOFTWARE is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48
C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth therein.

ENTIRE AGREEMENT AND CONTROLLING DOCUMENTS.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement and is duly signed by both authorized representatives of both parties may amend this Agreement. The terms and conditions contained in any purchase order

issued by SUBSCRIBER shall be of no force or effect, even if the order is accepted. In the event of a conflict in terms among the Agreement and any ordering instrument, the Agreement shall control. This Agreement shall apply to all SOFTWARE ordered by SUBSCRIBER or delivered to SUBSCRIBER, except for services which are explicitly supplied under a separate written services agreement between the parties.

ASSIGNMENT.

This Agreement shall be binding upon and for the benefit of SDS and SUBSCRIBER and their respective legal representatives, successors, and assigns; provided, that SUBSCRIBER shall not assign or otherwise transfer any of its rights or obligations under this Agreement without SDS' prior written consent.

DISPUTE RESOLUTION, WAIVER OF COLLECTIVE OR CLASS ACTION, CHOICE OF LAW, STATUTE OF LIMITATIONS.

Any cause of action or claim arising out of or relating to this Agreement or the breach thereof, including without limitation, the validity, enforceability, or scope of this Agreement, shall be settled by binding arbitration in Boston, Massachusetts pursuant to this section and the applicable rules of either J.A.M.S/Endispute (Boston, Massachusetts) or the National Arbitration Forum in effect at the time the claim is filed. Judgment upon the award rendered by the arbitrator may be entered into any court having jurisdiction thereof. In addition, SUBSCRIBER agrees that any cause of action or claim will be arbitrated individually and that SUBSCRIBER will not consolidate or seek class treatment for any claims, unless previously agreed to by the Parties. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to (i) its conflict of law provisions, and (ii) the applicability, if any, of the United Nations Convention on Contracts for the International Sale of Goods. ANY CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM, MUST BE BROUGHT NO MORE THAN ONE (1) YEAR AFTER IT AROSE. OTHERWISE THE CLAIM OR CAUSE OF ACTION SHALL BE BARRED, EXCEPT THAT THE FOREGOING LIMITATION AND THE ARBITRATION PROVISION SHALL NOT APPLY TO THE ENFORCEMENT BY SDS OF SUBSCRIBER PAYMENT OBLIGATIONS AND ANY SDS INTELLECTUAL PROPERTY RIGHTS.

HEADINGS, COUNTERPARTS.

The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument.

RELATIONSHIP OF THE PARTIES.

 SDS and SUBSCRIBER are independent contractors, and nothing in this Agreement shall be construed as making them partners or as creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other party's name or on its behalf.

FORCE MAJEURE.

 Except for the obligation to make payments, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

NOTICES.

Any demand, notice, consent, or other communication required by this Agreement to be given in writing shall be given either (i) by being hand-delivered to the receiving party, or (ii) by being deposited in the mail (registered or certified) or delivered to a recognized private express common carrier, postage or freight prepaid, addressed to the receiving party at its common address. Electronic mail may be acceptance, if agreed upon in advance by both parties.

WAIVER AND SEVERABILITY.

The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of the subject right or any further right under this Agreement. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event the parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision.

SIEMENS STANDARD TERMS AND CONDITIONS
Shooter Detection Addendum

USE OF NAME.

SUBSCRIBER agrees that SDS may use SUBSCRIBER's name and may disclose that SUBSCRIBER is a customer of SDS in SDS advertising, press, promotion and similar public disclosures upon the prior written consent of SUBSCRIBER (such consent not to be unreasonably withheld or delayed). SUBSCRIBER also hereby grants SDS a non-exclusive license during the term of this Agreement to list SUBSCRIBER's name and display SUBSCRIBER's logo in the "partner" "customer" or similar section of SDS website and customer lists.

SDS :   **SUBSCRIBER:**

SHOOTER DETECTION SYSTEMS, LLC   **(INSERT LEGAL NAME)**

By : _____   By : _____

   Duly Authorized Signatory   Duly Authorized Signatory

Name : _____   Name : _____

Title : _____   Title : _____

Date: _____   Date: _____