

SIEMENS STANDARD TERMS AND CONDITIONS

Mass Notification Services Addendum

The terms and conditions of this Addendum are applicable only to the Mass Notification (“MN”) services identified in the Proposal and supplements and modifies the Standard Terms and Conditions with the following additional Articles:

MN Article 1: Definitions

- 1.1 “*Buyer Content*” means the Contact List and/or any messages, communications, information, data, text, sound, sender or recipient information sent via MN and any other Buyer materials.
- 1.2 “*Contact List*” means a list containing contact information for Buyer's employees, agents, authorized representatives, or other individuals to be used by Siemens and its Service Providers in connection with the provision of MN.
- 1.3 “*Scope of Control*” means those areas of functionality and technology, including hardware and software used in the provision of MN that are under the direct control of a party (excluding Third Party Factors).
- 1.4 “*Service Provider(s)*” means telecommunications carriers and any other third party providers that Siemens uses for the delivery of MN to its subscribers.
- 1.5 “*Third Party Factors*” means the facilities, networks, connectivity, or any acts and/or omissions of Service Providers

MN Article 2: Buyer Obligations

2.1 Buyer shall be responsible for providing the Contact List. Buyer shall make all reasonable efforts to ensure that the Contact List contains accurate and complete information, and that the Contact List is updated and maintained on a timely basis (including without limitation conflicts with the National Do Not Call Registry, or similar registry, if any).

2.2 All Buyer Content is the property of Buyer. Buyer is solely responsible for the content of all messages sent from Buyer's account, and for the accuracy, integrity, completeness, and appropriateness (including offensiveness, indecency, or objectionable nature) of Buyer Content. Buyer acknowledges that the MN System is simply a passive conduit for the distribution and transmission of Buyer Content. Under no circumstances shall Siemens or any Service Provider be liable in any way for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Buyer Content, or for any loss or damage of any kind incurred as a result of the use of any Buyer Content sent, accessed, posted, or otherwise transmitted via the MN System.

2.3 Buyer hereby grants Siemens and its Service Providers a license to use Buyer Content solely in connection with MN, specifically, to communicate with and coordinate individuals on the Contact List and/or to assist with managing the flow of information before, during and after an expected or unexpected situation.

2.4 Buyer shall promptly inform Siemens of any actual or potential unauthorized access to, or use of, MN of which Buyer has knowledge.

MN Article 3 Third Party Factors and Scope of Control

Buyer acknowledges that Siemens' provision of MN is dependent Third Party Factors. Buyer acknowledges that the performance of MN may be affected by such Third Party Factors. SIEMENS AND ITS SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY REDUCTION, INTERRUPTION, TERMINATION OR SUSPENSION OF MN RELATED TO ANY ISSUES OUTSIDE SUCH PARTY'S SCOPE OF CONTROL, INCLUDING BUT NOT LIMITED TO ILLEGAL ACTS OF THIRD PARTIES (INCLUDING BUT NOT LIMITED TO THIRD PARTY FACTORS). Buyer shall be liable to Siemens for any additional labor or material costs, expenses or charges arising out of software, technology or communication issues relating to the operation of the MN system.

MN Article 4 Data Privacy

4.1 Buyer acknowledges that the portion of the locations (of Siemens or its Service Providers) through which content shall pass and the servers on which content shall be stored may not be segregated or in a separate physical location from servers on which Siemens' (or its Service Providers') other Buyer Content is or shall be transmitted or stored.

4.2 Each party shall abide by all applicable local, state, national and international laws, treaties, rules and regulations, including those related to data privacy, international communications and the transmission of technical or personal data, and the terms and conditions of its privacy policy in connection with its use of MN and its collection of data in the Contact List.

MN Article 5 Unlawful or Prohibited Conduct

Buyer covenants that it shall only use MN pursuant to these Terms and Conditions and shall not knowingly use MN in connection with any unlawful or prohibited activity and/or in connection with Buyer's transmission or other association with spam or other unsolicited messaging activities. Such activities can cause harm to Siemens (and its customer base) by damaging the brand name and reputation of Siemens, its customers, and Service Providers. Any such unlawful or prohibited use of MN shall entitle Siemens to suspend and/or terminate this Agreement.

MN Article 6 Siemens Practices

6.1 Buyer acknowledges, as applicable, that either (1) MN is a fully hosted application; or (2) MN is part of a combined system that includes a fully hosted application; or (3) MN is a premised based system only.

6.2 In the event that Siemens believes that Buyer is abusing MN, Siemens shall notify the Buyer of the abuse in writing and shall have the right to immediately suspend MN Services. If such abuse is not remedied or corrected within thirty (30) days, Siemens shall have the right to terminate its provision of MN Services.

6.3 Siemens shall not wrongfully or negligently disclose, modify, copy, display, distribute, transfer, provide access to, or sell Buyer Content to any third party, other than to government and law enforcement officials when required by law (e.g., in compliance with a subpoena or court order) and to Service Providers in order to provide MN. Siemens shall notify Buyer as soon as practicable upon receipt of a subpoena or court or governmental order requiring Siemens to disclose confidential Buyer Content with the intention of providing Buyer with the opportunity to oppose the disclosure. Siemens shall never sell, lease, barter or share any identifiable information (names, addresses, and contact device identifiers) from any account and safeguards the privacy of each and every Buyer. Siemens shall preclude the use or knowing disclosure of the Buyer Content within Siemens own organization or its Service Providers, except as necessary to perform MN.

MN Article 7 Buyer Representations and Warranties

Buyer represents and warrants that: (i) it will not make any unauthorized representation or warranty relating to MN to any user that accesses MN through Buyer or to any third party; (ii) it has the right and authority to provide to Siemens and its Service Providers all of the individual information that appears in the Contact List and to authorize Siemens and its Service Providers to use such information in connection with Siemens provision of MN; and (iii) it shall abide by the use restrictions with respect to MN set forth in this Agreement.

MN Article 8 Siemens Representations and Warranties

8.1 Siemens represents and warrants that: (i) MN will conform in all material respects to Siemens published user documentation; (ii) all support and training to be performed hereunder in connection with Siemens provision of MN shall be performed in a professional manner consistent with industry standards; (iii) it has put in place commercially reasonable procedures to protect Buyer privacy.

8.2 EXCEPT AS OTHERWISE PROVIDED HEREIN, MN IS PROVIDED "AS IS." EXCEPT AS OTHERWISE PROVIDED HEREIN, SIEMENS DOES NOT MAKE ON BEHALF OF ITSELF OR ITS SERVICE PROVIDERS ANY, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS, CONDITIONS, OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE ARISING FROM COURSE OF DEALING OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, REGARDING MN OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT.

MN Article 9 Text Messages

Under no circumstances shall Siemens be liable to Buyer, to any individual on the Contact List, or to any other person for any charges that arise from a Buyer's or an individual person's receipt of a text message.

MN Article 10 Indemnification

10.1 Buyer agrees to indemnify, defend, and hold harmless Siemens, the Service Providers, and each of its and their officers, directors, owners, employees, agents, or vendors, from and against all third party actions, suits, losses, liabilities, claims, expenses, damages, and costs of every kind and description including reasonable legal fees (collectively, "Losses") arising out of or in connection with (i) a breach of this Agreement by Buyer, (ii) Buyer's use of MN (except to the extent of Siemens indemnification obligations below), and (iii) a claim that the Buyer Content, or any use of such content by Siemens or a Service Provider in connection with the performance of MN, violates a third party's intellectual property, proprietary, or other rights, including, without limitation, the right of publicity and the right of privacy.

10.2 To the extent that Siemens is providing the MN via connection through a third-party system which has not been installed by Siemens, Siemens disclaims any and liability to the extent that such third-party system malfunctions during or following commissioning of MN with the exception that Siemens' indemnity obligations shall apply if Siemens acted negligently in such installation and such negligence caused the Buyer damage.

MN Article 11 Limitation of Liability

IN NO EVENT SHALL THE COLLECTIVE LIABILITY OF SIEMENS, ITS AFFILIATES, SERVICE PROVIDERS, AND ITS AND THEIR DIRECTORS, OFFICERS, AND EMPLOYEES FOR ANY DAMAGES INCURRED BY BUYER EXCEED THE GREATER OF \$1000 OR 10% OF THE TOTAL FEES ACTUALLY PAID BY BUYER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE TIME AT WHICH THE DAMAGES AROSE, REGARDLESS OF THE FORM OF ACTION.