

# Premium License Agreement

Effective Date: December 14, 2022

## **Definitions:**

- **RapidSOS:** means RapidSOS, Inc., a provider of emergency communications services, located at 3 Park Avenue, 22nd Floor, New York, NY 10016, and its affiliates and subsidiaries.
- **Agency:** means a Public Safety Answering Point (PSAP), as defined in Section 20.3 of the rules of the Federal Communications Commission (FCC), requesting access to RapidSOS Emergency Information.
- **RapidSOS Emergency Information:** means information received by RapidSOS from RapidSOS Emergency Information Providers and provided by RapidSOS to Agency, or exchanged via an authorized third-party integration, or provided directly by the Agency or an authorized third-party, including but not limited to supplemental 9-1-1 caller location data, profile data associated with a 9-1-1 caller, or other 9-1-1 incident data.
- **Credentials:** means unique electronic credentials that allow Agency to access RapidSOS Emergency Information.
- **RapidSOS Emergency Information Provider:** means any person that provides RapidSOS Emergency Information to RapidSOS via wire or radio communications, including without limitation manufacturers of smartphones or other connected devices, operating systems service providers, application service providers, etc.

## **RapidSOS Emergency Information Terms of Use**

Agency explicitly acknowledges that the RapidSOS Emergency Information is provided for informational purposes only and is supplemental to location and incident data provided from other sources and displayed in call handling and computer-aided dispatch systems, and that RapidSOS Emergency Information should not replace other emergency location information and should not be exclusively relied upon in an emergency scenario. RapidSOS Emergency Information will only be used by Agency to respond to 9-1-1 emergency events. Agency will not use the RapidSOS Emergency Information in any manner or for any purpose that violates any applicable local, state, national, or international law, any right of any person, or use the RapidSOS Emergency Information for any illegal, unauthorized or other improper purposes. Agency specifically authorizes RapidSOS, and each RapidSOS Emergency Information Provider, to provide the other emergency communications services contemplated herein to provision RapidSOS Emergency Information to Agency. RapidSOS shall be permitted to share RapidSOS Emergency Information with authorized third-parties for the purposes of delivering services as necessary for response to emergency events.

Agency acknowledges and agrees that RapidSOS may from time to time collect and analyze data arising from the use of the RapidSOS Emergency Information in order to facilitate the delivery of the RapidSOS Emergency Information, improve RapidSOS's delivery of the RapidSOS Emergency Information and Agency's experience, provide anonymized data to current and potential Emergency Information Providers, and improve or develop RapidSOS services. RapidSOS shall not share this data with any third person except as explained in this End User License Agreement, as authorized by Agency, and for the purposes of delivering the RapidSOS Emergency Information or to the extent required by a subpoena, court order, agency action, or any other legal or regulatory requirement.

**Credentials to Access RapidSOS Emergency Information**

Agency hereby requests a unique set of credentials assigned to Agency that will allow Agency to access RapidSOS Emergency Information. Agency acknowledges that Agency is responsible for proper safekeeping of those credentials, and will immediately notify RapidSOS electronically to support@rapidsos.com should these unique credentials ever get exposed to unauthorized personnel or otherwise compromised. For security reasons, RapidSOS reserves the right to disable credentials and re-issue new credentials at their sole discretion. In such case, Agency or Agency vendor will be notified by RapidSOS.

**Modifications**

RapidSOS may modify the terms of this EULA at any time, with the modifications becoming effective upon publishing of this EULA. Agency will ensure that its Users agree at all times to the most recent EULA provided by RapidSOS.