## SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

This Software as a service Subscription Agreement (the "Agreement") is entered into and made effective as of _____3/1/2024____ the "Effective Date"), by and between HIEBA System Solutions, LLC, a Wisconsin limited liability company (HIEBA"), and _____ ("Subscriber").

## RECITALS

A. HIEBA has developed "Software" (as defined below) for use by subscribers that streamlines mutual aid box alarm systems.

B. Subscriber desires to subscribe to the Software and procure the Services all upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and schedules herein contained, and in return for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

## ARTICLE I.  DEFINITIONS

The following terms used herein shall have the meanings set forth below throughout this Agreement, except as expressly indicated to the contrary herein.

1.1 "Box Card" means the card that shows the available resources and dispatch protocol that Subscriber utilizes in the event emergency services are required.

1.2 "Documentation" means HIEBA's online help, user guide, installation guide and release notes for the Software, if any, whether in electronic and/or printed media.

1.3 "Effective Date" means the date that this Agreement is effective as set forth in the opening paragraph.

1.4 "Order Form" means Addendum B that lists the subscription term and amount.

1.5 "Intellectual Property Rights" means an effective copyright, trademark or patent, in each case existing under the laws of the United States of America.

1.6 "Third Party Software" means all software programs other than the Software.

1.7 "Software" means all computer programs provided hereunder in the form provided by HIEBA, that create the software as a service as described in Addendum A "Description of Services" and all Updates and Upgrades thereto.

1.8 "Update" means a new release of the most current version of the Software intended to correct material errors.

1.9 "Upgrade" means a new version of the Software. Generally, a new version is a release of Software with a version number containing a different figure on either side of the decimal point as compared to the previous version number.  For instance, version 3.5 is an Upgrade to version 3.0 and version 3.5.1 is an Update to version 3.5.  The term Upgrade does not include: (a) any new or supplemental software product, component or content released by and provided separately by HIEBA (except when such new or supplemental software is a replacement to the Software); or (b) any software, component or content which is designed for different operating systems or foreign language (other than English).

## ARTICLE II.  SUBSCRIPTION

2.1 Subscription.  HIEBA grants to Subscriber, and Subscriber accepts from HIEBA, a limited, non-exclusive, non-transferable license to access and use the Software through the Internet.  The initial term shall be _____ year(s) and is set forth on the Order Form in Addendum B. Subscriber agrees that its access to and use of the Software is subject to this Agreement.

2.2 Rights in Software.  HIEBA owns all right, title, and interest, including all intellectual property rights in the Software. Title and ownership rights to the Software shall remain in HIEBA, and HIEBA reserves all rights not expressly granted hereunder.  The subscription granted hereunder does not include the right to sublicense.  Although some tangible items may be delivered to Subscriber, this Agreement is primarily a license of intellectual property rights and not for the sale of goods, and not governed by the Uniform Commercial Code of any jurisdiction.  Subject to

hereof respecting Confidential Information of Subscriber, Subscriber acknowledges and agrees that HIEBA may use any ideas, concepts, modifications and information arising out of delivery of Services in the development and distribution of new products, services and/or enhancements thereof. HIEBA reserves the right to upgrade, modify, replace or reconfigure the Software at any time.

2.3 **Usage Information**.   HIEBA does not claim ownership of the usage information that Subscriber and its users provide as part of utilizing the Software.   HIEBA and its vendors may use such information to operate and administer the Software.   In addition, HIEBA may retain, analyze, use, and share such information in anonymous, filter, or aggregate form for general business purposes.

2.4 **Use of Software**.  The Software shall be used only by Subscriber and its employees, agents, and volunteers who are registered as users in compliance with HIEBA's policies, and may only use the Software as expressly permitted herein. Distribution or disclosure of the Software or Documentation, including derivative works, modifications or adaptations or permitting unauthorized access thereto is expressly prohibited both during the term of this Agreement and after.

2.5 **Prohibited Uses**.  Subscriber and its users shall not use the Software and Services for any purpose that is unlawful or prohibited by this Agreement. Subscriber may not use the Software in any manner that could damage, disable, overburden, or impair HIEBA's server, or the network(s) connected to HIEBA, or interfere with any other party's use and enjoyment of the Software. Subscriber and its users may not attempt to gain unauthorized access to any part of the Software, other accounts, computer systems or networks connected to any HIEBA server or to any part of the Software service, through hacking, password mining or any other means. Subscriber and its users may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Software. Except as expressly set forth herein, Subscriber and its users may not (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate the Software, or any associated applications, tools or data thereof; (ii) disassemble, decompile, or reverse engineer the software, or use a robot, spider, or any similar device to copy or catalog any materials or information made available through the Software; or (iii) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the Software control or security systems, or allow or assist a third party to do so.

2.6 **Internet and Security**.  HIEBA does not guarantee the security of any information transmitted to or from Subscriber or its users over the Internet, including through the use of e-mail.  Subscriber accepts full responsibility for failure of service due to Internet facilities, including related telecommunications or equipment.

2.7 **Modifications**.   HIEBA reserves the right to modify, upgrade, replace or reconfigure the Software at any time, provided that Subscriber shall be notified at least 30 days in advance for changes that *materially and adversely* affect any use of the Software.

2.8 **Suspension of Access**.   HIEBA may suspend Subscriber's access to the Software and/or disable login information in event of violation of these terms and conditions.  Grounds for doing so may include but are not limited to legal or regulatory reasons, investigation of suspicious activities, or action by authorities, or suspected violation of this Agreement.   HIEBA shall not be liable to Subscriber for suspension, regardless of the grounds.

## ARTICLE III.  SUPPORT SERVICES

3.1 **Support Services**.   HIEBA support services include (a) assistance and consultation to assist Subscriber in resolving errors in the performance of the Software, including the verification, diagnosis and correction of material errors and defects in the Software; and (b) Updates and Upgrades to the then current release of the Software and related Documentation; and (c) training, onboarding, integration of the Software with Subscriber data sources.

HIEBA provides remote service and support during normal business hours, as well as after hours emergency support.   HIEBA will use commercially reasonable efforts to keep the Software available on a 24 hours a day, 7 days a week basis, via website access utilizing the Minimum Configuration, subject to occasional scheduled downtime (during non-working hours, for short periods of time, typically on Saturdays or Sundays and communicated in advance) for maintenance purposes, unforeseen maintenance and systems outages, or routine testing of the Software.   As used herein, "Minimum Configuration" means the minimum configuration of client hardware and software required to access the Software Service.

**BSCRIBER REPRESENTATION**

4.1 General. Subscriber is responsible and liable for all uses of the Software through access thereto provided by Subscriber, directly or indirectly. Without limiting the generality, Subscriber is responsible for all actions and failures to take required actions with respect to the Software by its authorized users or by any other person to whom subscriber or any of its users may provide access whether permitted or in violation of this Agreement.

4.2 Box Cards. Subscriber is the owner of its own Box Cards and is responsible for creating and inputting the Box Cards into the Software System.

4.3 Access and Internet. Subscriber agrees to provide the necessary electric service, wiring, computer equipment, Internet, and communication line access (in accordance with UL standards) for access to the Software. Subscriber agrees to provide, install and maintain, at Subscriber's expense, data communication lines therefore, all pursuant to minimum specifications prescribed by HIEBA from time to time. Subscriber shall be responsible for ongoing charges for Subscriber's own use of such data communication lines.

4.4 Authorized Users. Subscriber shall only provide access to authorized individuals. Authorized individuals are defined as Subscriber's agents, employees, and volunteers. In the event an individual is no longer authorized for any reason including termination of employment, Subscriber shall deactivate the user. Subscriber and its users are responsible for maintaining the confidentiality of usernames and passwords. Subscriber shall notify HIEBA of any unauthorized use of Subscriber or user's accounts or any breach of security. HIEBA will not be liable for any loss that Subscriber may incur as a result of unauthorized use, whether with or without Subscriber or users' knowledge.

4.5 Alternative Method. The nature of the software is to aid in emergency scenarios. The Subscriber shall maintain a minimum of one alternative method of handling the said emergency scenarios.

4.6 Maintaining Records. Subscriber warrants that it is responsible for compliance with retaining records in accordance with requirements set forth by law or as part of a contractual agreement.

4.7 Onboarding Information and Data Sources. Subscriber is required to provide all necessary information to HIEBA for completion of onboarding. This includes but is not limited to information on stations, users, and resources.

## ARTICLE V. WARRANTY AND LIMITATIONS ON LIABILITY

5.1 WARRANTY DISCLAIMER. The Software is provided "AS IS " without warranty of any kind. To the maximum extent permitted under applicable law, HIEBA expressly disclaims all warranties, express or implied, including without limitation, those of merchantability and fitness for a particular purpose, accuracy, results or output. No Oral or written information or advice given by HIEBA or its employees shall create a warranty or in any way increase the scope of the Agreement. HIEBA does not warrant that: (a) the Software, Documentation, and/or Services are or will be free of bugs or errors; (b) the use of the Software, Documentation, and/or Services will be uninterrupted or error free; or (c) the Software, Documentation and/or Services will meet Subscriber's needs.

5.2 LIMITATION OF LIABILITY. HIEBA SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES ARISING OUT OF OR RESULTING IN ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOSS OF PROFIT, INTERRUPTION OF SERVICE, OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS. THE PARTIES AGREE THAT HIEBA'S MAXIMUM AGGREGATE LIABILITY TO SUBSCRIBER UNDER THIS AGREEMENT SHALL BE AN AMOUNT EQUAL TO THE FEES PAID OR PAYABLE BY SUBSCRIBER UNDER THIS AGREEMENT FOR THE TWELVE MONTH PERIOD PRECEDING THE CLAIM.

## ARTICLE VI. CONFIDENTIALITY

6.1 Confidential Information. Each party receiving or having access to Confidential Information of the other party agrees to maintain the confidentiality of such Confidential Information. Each party will protect the Confidential Information of the other party with the same degree of care it exercises relative to its own Confidential Information, but not less than reasonable care. Each party receiving Confidential Information of the other party agrees that it shall not sublicense, assign, transfer or otherwise display or disclose such Confidential Information to any third party and shall not reproduce, perform, display, prepare derivative works of, or distribute the Confidential Information except as expressly permitted in this Agreement. Each party shall make commercially

efforts to prevent the theft of any Confidential Information of the other party and/or the disclosure, copying, reproduction, performance, display, distribution and preparation of derivative works of the Confidential Information except as expressly authorized herein. Both parties agree to restrict access to the Confidential Information of the other only to employees and consultants who require access in the course of their assigned duties and responsibilities in connection with this Agreement. Notwithstanding the foregoing, Subscriber acknowledges and agrees that HIEBA or its affiliates may be in the business of providing services that are similar to Subscriber. Nothing contained in this Agreement shall restrict or limit HIEBA'S ability to provide such services so long as Subscriber's Confidential Information is not made known to or utilized by any personnel engaged, in any manner, with a business competing with the Subscriber, for any purpose except the performance of duties under this Agreement.

6.2 <u>Exceptions</u>. The obligations of the parties in respect of the Confidential Information of the other party shall not apply to any material or information that: (a) is or becomes a part of the public domain through no act or omission by the receiving party, (b) is independently developed by employees or consultants of the receiving party without use or reference to the Confidential Information of the other party as documented by competent written evidence; (c) is disclosed to the receiving party by a third party that, to the receiving party's knowledge, was not bound by a confidentiality obligation to the other party, or (d) is demanded by a lawful order from any court or any body empowered to issue such an order. Each party agrees to notify the other promptly of the receipt of any such order, provide the other with a copy of such order and to provide reasonable assistance to the disclosing party (at the disclosing party's expense in the case of reasonable out-of-pocket expenses) to object to such disclosure.

6.3 <u>Enforcement</u>. Each party agrees that in the event of a breach or threatened breach by it (including its employees, subcontractors, consultants or agents) of the provisions of this Article VI , the other party shall have no adequate remedy in money or damages and, accordingly, will be entitled to injunctive and other equitable relief for such breach in addition to and not in limitation of any other legal or equitable remedies to which it would otherwise be entitled.

Subscriber further acknowledges that the Software, Services, and materials provided in connection with the Software possess a special, unique and extraordinary character that makes it difficult to assess monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to HIEBA or the other Subscribers for which there would not be an adequate remedy in money or damages and, accordingly, will be entitled to injunctive and other equitable relief for such breach in addition to and not in limitation of any other legal or equitable remedies to which it would otherwise be entitled.

6.3 <u>Open Records</u>. Confidential Information may become subject to an Open Records request pursuant to Wis. Stat. § 19.21-19.39. The presumption is that the Confidential Information within the Software is exempt from disclosure as a computer program pursuant to Wis. Stat. § 19.36(4), trade secret pursuant to Wis. Stat. § 19.36(5) or under other potentially applicable terms and provisions. It is acknowledged that a computer program is not subject to open records, but material used as input or material produced may be subject to open records. As an independent contractor, HIEBA is not a proper recipient of an open records request. Confidential information may be disclosed in the event that a court of competent jurisdiction requires disclosure of previously denied requests.

## ARTICLE VII. INTELLECTUAL PROPERTY INDEMNITY

7.1 <u>Third Party Infringement</u>. HIEBA represents that the Software does not infringe any bona fide Intellectual Property Right of any third party.

7.2 <u>Indemnity</u>. HIEBA will defend or settle any suit brought by a third party against Subscriber alleging that the Software infringes any Intellectual Property Right of any third party and HIEBA shall indemnify Subscriber for damages awarded as a result of such infringement claim, provided that HIEBA is given prompt notice of any such claim and sole control of the defense of such claim, including negotiations, appeals, and settlements. Subscriber agrees to provide reasonable information and assistance to HIEBA in defending any claim. Notwithstanding the foregoing, HIEBA will not have liability for any claim to the extent that such claim results from: (a) any modification of the Software made by any party other than HIEBA; (b) a modification or enhancement to the Software pursuant to designs provided by Subscriber; (c) the combination, operation or use by Subscriber of any software,

or devices not supplied by HIEBA to the extent the claim would have been avoided if the Software were not used in such combination; or (d) failure of Subscriber to use an Update, Upgrade or modification to the Software provided by HIEBA to the extent the claim would have been avoided if the updated, upgraded or modified Software was used by Subscriber.

7.3 <u>Replacement of Software or Refund</u>. If the Software is held to infringe, or in HIEBA'S opinion the Software is likely to be held to infringe any Intellectual Property Rights of a third party, HIEBA may at its discretion and expense, either: (a) secure the right for Subscriber to continue use of the infringing Software; (b) replace or modify the infringing Software to make it noninfringing, provided such Software contains substantially similar functionality; or (c) terminate the access to the infringing Software granted hereunder. If HIEBA elects to terminate Software access under the foregoing provision, it shall refund to Subscriber pro-rata, unamortized portion of any prepaid subscription fees for the infringing Software.

## ARTICLE VIII.   DELIVERY AND EXPORT RESTRICTIONS

8.1 <u>Delivery</u>. At HIEBA'S sole discretion, unless otherwise provided in an Addendum, the Software shall be made available for Subscriber to access via the Internet.

8.2 <u>Export</u>. Subscriber acknowledges that the Software and all Documentation and other technical information delivered by HIEBA pursuant to this Agreement may be subject to export controls under United States laws including but not limited to the Export Administration Act and the regulations promulgated thereunder. Subscriber agrees to: (a) comply strictly with all legal requirements established under these controls; (b) cooperate fully with HIEBA in any official or unofficial audit or inspection that relates to these controls; and (c) not export, re-export, divert, transfer, or disclose directly or indirectly, any Software or Documentation to any country, or to the nationals of any such country, which the United States government determines is a country to which such export, re-export, diversion, transfer, or disclosure is restricted, without obtaining the prior written authorization of HIEBA and the applicable United States government agency. Any breach of this provision shall be considered a material breach of this Agreement.

## ARTICLE IX.  THIRD PARTY SOFTWARE

9.1 <u>Third Party Software</u>. Unless otherwise provided in an Addendum hereto, HIEBA shall not provide any Third Party Software to Subscriber. Third Party Software is licensed by the manufacturer thereof and is subject to the manufacturer's standard license agreement. If Third Party Software is provided by HIEBA, HIEBA will provide a copy of the Third Party manufacturer's license agreement upon request. Except to the extent indicated in the related Addendum, all maintenance charges for Third Party Software will be invoiced and collected by the Third Party or its agent.

9.2 <u>DISCLAIMER</u>. HIEBA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE REGARDING TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO ANY THIRD PARTY SOFTWARE OR THIRD PARTY WEBSITE IN ANY AND ALL EVENTS. HIEBA'S MAXIMUM LIABILITY TO SUBSCRIBER IN RESPECT OF THIRD PARTY SOFTWARE SHALL BE THE LICENSE FEES PAID BY SUBSCRIBER TO HIEBA IN RESPECT OF SUCH THIRD PARTY SOFTWARE, IF ANY.

## ARTICLE X.  TERM; TERMINATION

10.1 <u>Term</u>. The term of this Agreement (the "Term") shall commence upon the Effective Date and, subject to HIEBA's timely receipt of all fees owed herein, shall continue for the term of any applicable subscription period granted under this Agreement, unless terminated pursuant to the terms of this Agreement. The term of any particular Subscription to Software hereunder shall be automatically renewed for successive periods of one year each unless either HIEBA or Subscriber gives notice to the other at least thirty (30) days prior to the expiration date of the then current Term.

10.2 <u>Breach and Termination</u>. If either party breaches a provision of this Agreement, the other party shall give the breaching party written notice of such breach. If Subscriber is the breaching party and Subscriber fails to cure the breach (other than failure to pay) within thirty (30) days, HIEBA shall have the right to terminate this Agreement and all licenses and access granted hereunder. If the breach is a failure of Subscriber to pay any amount when due, HIEBA shall have the right to terminate this Agreement upon written notice to Subscriber. If HIEBA is the breaching party and HIEBA fails to cure the breach within thirty (30)

...criber shall have the right to terminate this Agreement upon written notice to HIEBA.

10.3 <u>Assignment</u>. Notwithstanding the provisions of Section 10.2, the subscription with respect to Software shall terminate upon HIEBA's written notice if Subscriber breaches the assignment provisions of Section 12.2 hereof.

10.4 <u>Survival</u>. Upon termination or expiration of this Agreement, Subscriber shall discontinue using the relevant server Software and remove the related Software from its system, if any, and return the Software and Documentation and all copies thereof to HIEBA, and upon HIEBA's request, shall execute and deliver to HIEBA a written certification that Subscriber has complied and no longer retains any material relating to the Software or Documentation. Obligations relating to Confidential Information and to pay amounts owing as of the termination or expiration date shall survive termination.

## ARTICLE XI. PAYMENT

11.1 <u>Payment and Invoices</u>. The Software subscription fees identified in any Addendum are due as described in such Addendum. All other amounts owed under this Agreement shall be due within thirty (30) days of HIEBA's invoice date. Amounts not timely paid shall bear interest at the rate of 1.5% per month (18% annum) or the then highest allowable legal rate per annum. HIEBA shall also be entitled to collect from Subscriber any costs of collection, including, but not limited to, reasonable attorney and paraprofessional fees.

11.2 <u>Address for Payments</u>. Payments made to HIEBA under this Agreement shall be made payable to HIEBA System Solutions, LLC and delivered to: P.O. 247 Clyman, Wisconsin 53016 or such other address provided to Subscriber in writing by HIEBA.
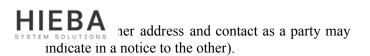
## ARTICLE XII. MISCELLANEOUS

12.1 <u>Titles</u>. Titles and paragraph headings are for the convenience of the parties and are not a part of this Agreement. Each Addendum to this Agreement is hereby incorporated herein by reference and constitutes a part of this Agreement.

12.2 <u>Assignment</u>. Subscriber shall not assign this Agreement, or any subscription or license granted hereunder for any reason (except for an assignment by operation of law in connection with a merger or similar transaction), without the prior express written consent of HIEBA. HIEBA shall have the right to require Subscriber or its purported assignee to pay an application extension fee based upon a mutual estimate of Subscriber's proportional extension of the subscriptions hereunder and any other amounts due to HIEBA by Subscriber hereunder as a condition to the assignment or extension of use. HIEBA may assign this Agreement to another entity provided that such entity assumes HIEBA's obligations under this Agreement. Any other attempt to sublicense, assign or transfer the Agreement or the subscriptions and licenses hereunder shall be void.

12.3 <u>Force Majeure</u>. Neither party will be responsible for any failure or delay in its performance (other than failure to pay) under this Agreement due to causes beyond its reasonable control which makes performance commercially impractical, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, Internet access, raw materials or supplies, war, riot, or act of God.

12.4 <u>Currency, Taxes and Other Charges</u>. All fees charged by HIEBA and payable by Subscriber are in U.S. dollars and do not include taxes. If HIEBA is required to pay any sales, use, value-added, import fees or duties or other taxes based on transactions under this Agreement (other than taxes based on HIEBA's income), such taxes shall be billed to and paid for by Subscriber.

12.6 <u>Collection and Use of Information</u>. Subscriber acknowledges that HIEBA may, directly or indirectly collect and store information regarding use of the Software and Services and about the equipment on which the Software is installed and/or accessed and used, through the provision. HIEBA may use such information for any purposes related to any use of the Software by Subscriber or its users.

12.7 <u>Notices</u>. In the case of any required notice to HIEBA under this Agreement, such notice shall be in writing and will be deemed to have been duly given when: (a) delivered by hand (with written confirmation); (b) when sent by a party if sent by nationally recognized overnight delivery service or First Class U.S. Mail (receipt requested); or (c) received by the recipient by any other reasonable method to extent the other party has evidence of the receiving party's receipt thereof. Notices to HIEBA shall be sent to: P.O. Box 247 Clyman, Wisconsin, Attention: Legal Department; and any notice to Subscriber hereunder shall be sent to:

Organization:
Address:
City, State Zip:
Attention:

**HIEBA** her address and contact as a party may indicate in a notice to the other).

**ARTICLE XIII.  ENTIRE AGREEMENT; PARTIAL INVALIDITY; CHOICE OF LAW**

13.1 <u>Entire Agreement</u>.  This Agreement and any addenda to this Agreement executed by both parties or incorporated herein by reference constitute the entire understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether oral or written.  There are no representations, promises, warranties or understandings relied upon by Subscriber which are not contained herein.  Any modifications to this Agreement must be in writing and signed by both parties.  The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not constitute a waiver of such right.

13.2 <u>Partial Invalidity</u>.  If any provision of this Agreement is held to be unenforceable, such decision shall not affect the validity or enforceability of all the remaining provisions.

13.3 <u>Choice of Law</u>.  This Agreement shall be governed by the internal laws of Wisconsin.  Any actions relating to this Agreement shall be brought only in the state of Wisconsin, and Subscriber consents to venue and jurisdiction therein and hereby waives any right to object to jurisdiction or venue or to request a transfer therefrom.

13.4 <u>Legal Fees</u>.  In any collection action or litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's and para-professional fees from the non-prevailing party.

13.5 <u>Counterparts</u>.  This Agreement may be signed in one or more original, electronic or facsimile counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement.

**IN WITNESS WHEREOF**, the parties acknowledge that they have read, understand and agree to the terms and conditions of this Agreement.

**SUBSCRIBER**

By:_____

_____
Printed Name and Title

Date_____

**HIEBA SYSTEM SOLUTIONS, LLC**

By:_____
Signature

_____
Printed Name and Title

Date_____

# HIEBA
SYSTEM SOLUTIONS

<u>**Addendum A**</u>

**Software as a Service - Description**

(1) DESCRIPTION. The Software is an Electronic Mutual Aid Box Card Alarm System (EMEBAS) that provides a dispatch and management tool for communities to streamline the deployment of personnel and tactical resources.  Mutual Aid Agreements are defined as agreements between agencies, organizations, and jurisdictions that provide a mechanism to quickly obtain emergency assistance in the form of personnel, equipment, materials, and other associated services.  The software allows Subscribers to create Box Cards based on these agreements in an electronic format that allows for a more efficient mechanism in obtaining the emergency assistance.

(2) BASIC MONITORING. The Software includes access by Subscriber through the Web-based Portal to the following features:

    a.   Master Data Management
    b.   Box Card Creation
    c.   Box Card Maintenance
    d.   Box Card Approvals
    e.   Box Card Dispatching
    f.   Box Card Analysis
    g.   Alerting
    h.   Messaging
    i.   Any additional features that HIEBA System Solutions determines to provide.

(3) HOSTING AND MANAGEMENT SERVICES. The Subscription includes the following managed services:

- Network administration, including communications between the Gateway and the network operations center through cellular wireless transmission or Subscriber provided Ethernet connection
- Software administration
- Data administration
- Periodic over-the-air firmware upgrades

(3) AUTHORIZED USER LICENSE (WEB PORTAL). The Subscription provides an Authorized User License for Subscriber's agents, employees and active volunteers.  Subscriber will be provided a username (user ID) and password, which enables use of the Software and Services.  Subscriber is prohibited from giving access to individuals that are not agents, employees, or current volunteers. The Software requires use of the following browser types: Firefox or Google Chrome.