CARBYNE CONNECT TERMS OF USE

This Carbyne Connect Terms of Use ("**Agreement**") is entered into as of the last date of signature below ("**Effective Date**") by and between the parties which sign below. "**Carbyne**", "**us**", "**we**" or "**our**" refers to the Carbyne entity indicated below, on behalf of itself and its Affiliates, and "**Customer**", "**you**" and "**your**" refers to the customer signing below. By signing below, you indicate you have read, understand and agree to the terms and conditions of this Agreement and the signatory is an authorized legal representative with sufficient authority to enter into this Agreement on your behalf, which authority has not been limited and/or revoked as of the date hereof.

We offer a service which is designed to provide a notification to emergency contacts designated by an End User and to enable automatic sharing of an End User's information, including health information (as specified by the End User) with a participating Emergency Service Provider when the End User makes an emergency call to the Emergency Service Provider (the "**Service**"). This Agreement addresses the terms and conditions under which you may access and use our Service. Defined terms are as set forth in this Agreement or in Exhibit A.

1. Use of the Service

1.1. Subject to the terms and conditions of this Agreement and payment of applicable fees for the Service and any related services, you will: (i) have the right to integrate with the API to interface with the Service and access and use the API, Service and Documentation for your internal business purposes; (ii) have the right to make the Service available to your End Users; (iii) use the API, Service and Documentation in compliance with all applicable laws and regulations; (iv) be responsible for (_x_) your End Users' use of the Service and Documentation in accordance with this Agreement and the End User Agreement; (_y_) your End Users' unauthorized use of the Service and Documentation; and (_z_) delivering to your End Users a compliant Privacy Notice, which is understood to be any document, in physical, electronic or any other format, you create in compliance with the Data Protection Law prior to the processing of your End Users' personal data to receive the Service.

1.2. We or our licensors retain all rights, title and interest, including intellectual property rights, in and to the API, Service, Documentation and any related services. You and your End Users shall not: (i) attempt to hack, reverse engineer, decompile, or disassemble the API, Service or any part thereof for any purpose; (ii) represent that you possess any proprietary interest in the API or the Service; (iii) directly or indirectly take any action to contest our Intellectual Property Rights or infringe the API or the Service in any way; (iv) copy any features, functions or graphics of the API or the Service or use them to build a competitive product or service.

1.3. You and your End Users shall not use the API or the Service: (i) for any illegal or fraudulent activity; (ii) to violate the rights of others; (iii) to threaten, incite, promote or actively encourage violence, terrorism or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send or facilitate the sending of unsolicited mass email or other messages, promotions, advertising or solicitations (or "spam"). You will not offer the Service as a "surveillance" "security" "protection" and/or any other similar term that might imply that the Service is a private security service. Rather, you must explain to your End Users that the Service is a "notification software–based service" and not a security service.

1.4. You are responsible for ensuring that End Users are 18 years or older and any information submitted to the Service does not include personal information of minors under the age of 18. The Service is not designed for use by minors. We do not knowingly collect personal information from minors, and if we learn of any inadvertently obtained information in violation of applicable laws, we will promptly delete such information.

1.5. As part of your and your End Users' use of the API and/or the Service, including support services, you may receive access to applications, materials, services, data and information, such as location, which are provided by a third party and is made available to you or your End User through use of the Service ("**Third Party Content**"). You are responsible for compliance, including compliance by your End Users, with any terms which apply to Third Party Content. You acknowledge we make any Third Party Content available "AS IS" without support (unless otherwise specified), representations or warranties of any kind. We may suspend or terminate provision or availability of any Third Party Content at any time without any liability, and such suspension or termination will not be deemed a breach of the Agreement.

2. Orders and Fees

2.1. Orders for the Service, and any related services, are placed when you agree in writing to an Order Form issued by us. Order Forms are subject to this Agreement. Unless otherwise set forth in the applicable Order Form, delivery of the Service occurs when we make the Service available to you. You may add End Users by submitting a request to register an End User through our portal or your integration with the API to the Service, which includes the name of the End User, End User email contact information, phone number, the start and end date of the End User's subscription and any other relevant information we reasonably require. You are responsible for the accuracy and completeness of information of any Order Form or such request you submit. All such requests to add an End User are subject to this Agreement. You acknowledge you are responsible for informing the End User of any termination of expiration of the End User's subscription to the Service.

2.2. You agree to pay the fees set forth on the applicable Order Form. We may also invoice you for additional fees if you exceed the permitted use. Fees are payable within 30 days of the date of the invoice we issue. All payments not made when due are subject to a late charge of 1.5% per month or the maximum amount allowed by law, compounded annually. You agree to pay fees by wire transfer or check to the account details provided by us in writing, or such other account as may be designated by us from time to time. Any fees specified on the Order Form are exclusive of applicable taxes.

2.3. If you fail to pay any fees in accordance with the terms of this Agreement and the applicable Order Form, in addition to any other rights and remedies available to us, we may suspend or limit your access to the Service until all outstanding fees have been paid.

2.4. You agree to pay (and to reimburse us or our authorized agent, if applicable, on request if we are required to pay on your behalf) any applicable taxes, assessments and duties of any kind and nature that is levied or imposed by any governmental authority on your use of the Service, or your receipt of support or other services, but not including taxes based on our net income. If you are exempt from taxes, then you must provide a valid exemption certificate or other government approved documentation to us.

3. Professional Services

3.1. You may request professional services, such as integration services, in connection with your use of the Service ("**Professional Services**"). A description of the Professional Services will be set forth in a Statement of Work ("**SOW**"), as mutually agreed in writing, which will be subject to this Agreement and the Professional Services Terms and Conditions. We will invoice any fees for Professional Services, and such fees are payable, in accordance with the applicable SOW or Order Form.

3.2. Any changes or modifications to Professional Services will be as mutually agreed in writing in an amendment to the SOW, including any associated changes to fees for Professional Services.

4. Support and Functionality

4.1. You may request support services as described in the Service Level Agreement.

4.2. We may at any time: (i) introduce new or additional products and services, (ii) update the Service to improve or add features or functionalities, or (iii) modify the Service to cease providing a feature or functionality. We will make available to you any additional terms applicable to new or enhanced products and services in advance. If we materially degrade or remove a functionality from the Service that affects your use of the Service, we will notify you as soon as reasonably practicable and you may terminate this Agreement by notifying us in writing no later than thirty (30) days after the date of such notice. If you terminate this Agreement as permitted in this Section, the termination will be effective as of the date specified in the notice and you will remain responsible for all fees incurred up to, and including, the effective date of such termination. We will refund any prepaid fees prorated from the effective date of the termination, less any applicable discounts not earned as of the effective date of the termination. Your continued use of the Service after the effective date of any change is deemed as acceptance of the modified Service. We may also share information about future enhancements or other changes to the Service in advance, but you should not rely upon this information when deciding to subscribe. Your decision to subscribe should be based upon the functionality available at the time you are making that decision and not on any potential future functionality.

5. Confidentiality

5.1. The receiving party agrees (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, employees, advisors, or consultants (collectively, its "Representatives") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than obligations described in this Agreement; (ii) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (iii) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, the receiving party may disclose disclosing party's Confidential Information in its possession to the extent required by legal process or applicable law, rule or regulation, provided prior to such disclosure, if legally allowed, receiving party gives prompt notice to the disclosing party to give disclosing party an opportunity to seek a protective order or other appropriate relief.

5.2. Confidential Information excludes any information that: (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party has in its possession without any duty of confidentiality prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of any confidentiality obligations; (iv) the receiving party has independently developed, without breach of this Agreement and/or without any use of or reference to the Confidential Information.

6. End User Data

6.1. In connection with access and use of the Service, you will provide us with End User personal information (such as name and contact information) and End Users may submit or provide personal data (including their own personal information and those of their designated emergency contacts) and other information such as health information through the Service itself (collectively, "**End User Data**"). You are responsible for obtaining all legally required express and written consents and rights that are necessary to collect, use, disclose, modify or store any personal data by any means, and which use includes accessing, handling, benefiting from, transferring or disposing of personal data ("**Process**" or "**Processing**") and End User Data and to share End User Data with us as necessary for us to provide the Service and any related services to

you and your End Users. Without limiting the generality of the foregoing, you shall deliver to each End User a compliant Privacy Notice whereby all the requirements under the Data Protection Law to carry out any Processing must be met. You will ensure that neither End User Data, nor Processing of End User Data through the Service, nor our use of End User Data to provide the Service or any related services, will infringe, misappropriate or violate a third party's rights of privacy or data protection, or result in the violation of any applicable law or regulation in this regard. You are responsible for your compliance with any applicable data privacy and data retention laws, including without limitation the Data Protection Law. For more information about the End User Data we obtain and how we use it, please see our Privacy Policy.

6.2. In order for us to legally Process End User Data in the manner necessary to provide the Service, you must grant us certain rights with respect to End User Data so that technical actions we take in operating the Service are not considered legal violations. For example, we need to be able to collect, process, transmit, store, copy and publish End User Data in order to display it to the emergency call center and to store, process and distribute End User Data in order to provide the Service to you and the End User. Accordingly, you appoint us as your processor and/or its sub-processor as applicable in accordance with the Data Protection Law to Process the End User Data which you or your End Users share with us only for the purpose of providing the Service to you and your End Users, as provided under the applicable Privacy Notice delivered to the End Users and for no other purpose.

6.3. We have implemented and will maintain administrative, physical, and technical safeguards designed to prevent unauthorized access, use, modification, deletion and disclosure of End User Data by our personnel. We will endeavor to only share End User Data, in accordance with the applicable Privacy Notice delivered by you to the End Users, our Privacy Policy and only with our third-party sub-processors that contractually agree to our same or similar data practices for maintaining the confidentiality and security of End User Data and preventing unauthorized access. Also, you acknowledge and agree that you are the sole controller of the personal data of the End Users and are bound to the obligations applicable to controllers for adequate security, protection and backup of End User Data in terms of the Data Protection Law.

6.4. We may create anonymized and aggregated statistical data from use of the Service by you and the End Users, which does not include End User's personal data. We may use such anonymized and aggregated data for our own purposes, such as to develop and improve the Service, to develop new services or products and to identify usage trends.

7. Compliance

7.1. You agree to use the Service in accordance with all applicable laws, including any applicable privacy and export laws. You agree to comply with all applicable sanctions (including embargoes) and re-export control laws and regulations including (to the extent applicable) those of the United States of America. We are not obligated to perform under this Agreement if doing so is in violation of national or international foreign trade or customs requirements or any embargoes or other sanctions.

7.2. You agree to report any known or suspected misuse of the Service to us. We have the right to monitor your use of the Service (but not End User Data) to verify compliance with this Agreement at any time. If we believe that you are using the Service in an unauthorized or improper manner, we may, without notice and at our sole discretion, without limiting any other remedy available to us, terminate or suspend your right to use the Service (or any feature, functionality or content which we determine is being used in violation of this Agreement) or take any other action we consider appropriate

8. Warranties; Disclaimers

8.1. Each party warrants it has the full capacity and authority and all necessary consents to enter into and perform its respective obligations under this Agreement.

8.2. You represent and warrant (i) that no third party agreement prevents you from using the Service as contemplated under this Agreement; (ii) you will manage, secure and protect from unauthorized use or disclosure, and keep confidential, all login credentials used by you and your End Users in connection with use of the Service.

8.3. **WE SHALL HAVE NO LIABILITY FOR ANY AND ALL CLAIMS, PENALTIES, DEMANDS, LOSSES, COSTS, EXPENSES, OBLIGATIONS, LIABILITIES AND DAMAGES OF WHATEVER NATURE AND KIND, ARISING FROM OR IN CONNECTION WITH: (I) ANY ACTS OR OMISSIONS, NEGLIGENCE, WILLFUL MISREPRESENTATION OR FRAUD BY YOU OR ANY OF YOUR END USERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS; (II) ANY BREACH OF YOUR REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS; (III) ANY REPRESENTATIONS OR WARRANTIES OR AGREEMENTS ENTERED INTO BETWEEN YOU AND YOUR END USERS; OR (IV) ANY THIRD PARTY CLAIM, INVESTIGATION OR PROCEEDING ARISING OUT OF OR RELATED TO YOUR OR YOUR END USERS' USE OF THE SERVICE OR ANY SOFTWARE, PRODUCT OR SERVICE OFFERED BY CARBYNE IN CONNECTION WITH THE SERVICE.**

8.4. **YOU ACKNOWLEDGE THAT THE SERVICE MAY NOT BE AVAILABLE IN ALL GEOGRAPHIES AT ALL TIMES AND NOT ALL EMERGENCY SERVICE PROVIDERS HAVE ACCESS TO OR UTILIZE THE SERVICE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICE IS FULLY AVAILABLE OR USED AT ALL EMERGENCY SERVICE PROVIDERS. FURTHERMORE, WE DO NOT GUARANTEE ALL EMERGENCY SERVICE PROVIDERS WILL USE THE END USER DATA SHARED WITH SUCH EMERGENCY SERVICE PROVIDERS THROUGH THE SERVICE. YOU ACKNOWLEDGE THAT PROVISION OF THE SERVICE IS ONLY FOR YOUR AND YOUR END USERS' BENEFIT, AND NOT FOR ANY OTHER THIRD PARTY, INCLUDING ANY EMERGENCY SERVICE PROVIDER.**

8.5. **YOU ACKNOWLEDGE WE DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, 911 SERVICES AND/OR ANY OTHER PRIVATE OR PUBLIC SECURITY SERVICE. WE MAKE NO REPRESENTATION THAT WE ARE AN INTERCONNECTED VOIP SERVICE OR A COVERED 911 SERVICE PROVIDER OR ANY OTHER PRIVATE OR PUBLIC SECURITY SERVICE, AND YOU AND YOUR END USERS MUST OBTAIN SUCH SERVICES FROM THE APPROPRIATE AUTHORIZED THIRD PARTY SERVICE PROVIDER.**

8.6. **EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE MAKE NO WARRANTY OR REPRESENTATION OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES – STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY. WE FURTHER DISCLAIM ANY WARRANTY THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.**

9. Indemnity.

9.1. Provided you comply with Section 9.2 below, we will defend you from any claims brought by a third party alleging your use of the Service in accordance with this Agreement infringes their Intellectual Property Rights ("IP Claim"). We will indemnify you from any amount finally awarded against you by a court of competent jurisdiction or amount which is agreed upon in settlement as a result of the IP Claim. This indemnity will not apply to the extent the underlying allegation arises from: (i) your breach of this Agreement or your negligence, or use of the API and/or the Service outside the scope of this Agreement; (ii) combination or use of the and API and/or the Service with third party equipment, hardware, materials, components or applications; or (iii) use of the Service after you become aware of the IP Claim (unless we agree you can continue to use it). Our entire obligation and liability in connection with any allegation that a person's intellectual property rights have been infringed are set forth in this Section 9.1.

9.2. To receive the benefit of Section 9.1, you shall (i) promptly notify us in writing of any IP Claim for which indemnity is claimed, provided that failure to so notify will not relieve us of our obligation except to the extent it is prejudiced by your delay in providing us with such notice, and (ii) allow us to solely control the investigation, defense and settlement of the IP Claim, (iii) provide us with reasonable cooperation and assistance in defending such claim (at our cost), and (iv) immediately cease use of the Software and Platform which is subject to the IP Claim.

9.3. You are responsible for any claims, suits or proceedings arising out of or relating to your (or your End Users'): (i) violation of any third party rights (including third party Intellectual Property Rights or privacy rights); (ii) your breach of the terms of this Agreement, including your breach of Section 1.4 and breach of your obligations in Section 6; and (iii) End User Data.

10. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR MAXIMUM AGGREGATE LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED US$10,000. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING END-USER INFORMATION), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Term; Termination.

11.1. The subscription term and start date are set forth on the Order Form. The subscription shall automatically renew for additional 12 month periods (each a "**Renewal Term**") after the initial subscription term, unless either party provides written notice of its desire to terminate to the other party at least 30 days prior to the expiration of the then applicable term, unless otherwise set forth in the Order Form or unless the Agreement is terminated in accordance with the terms of this Section 11.

11.2. Either party may terminate an Order Form or this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to remedy the breach (if capable of remedy) within thirty (30) days after receipt of written notice; (ii) the other party breaches any of its confidentiality obligations; (iii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party, or any petition by or on behalf of such party is filed under any bankruptcy or similar laws. Additionally, we may also terminate this Agreement if we reasonably believe you intend to undergo any of the foregoing or reasonably believe you are, or will be, unable to provide your services which require use of the Service. Outstanding Order Forms and End User subscriptions are automatically terminated upon termination of this Agreement.

11.3. Upon expiration of the subscription term or termination of the Order Form, any outstanding fees shall become due and payable, and you will immediately cease use of the affected Service. In the event of termination of this Agreement, you will also return or destroy, at our option, all Confidential Information in your possession (and certify in writing you have done so). Sections 1.2, 1.5, 2.2, 2.4, 5, 6.4, 8.3, 8.4, 8.5, 8.6, 9, 10, 11.3 and 12 shall survive any expiration or termination of this Agreement.

12. General

12.1. Neither party will be liable for events beyond its reasonable control or for delay or failure to perform any obligations under this Agreement (except with respect to any payment obligations) due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event.

12.2.   All notices shall be in writing and given in person, by an overnight courier service which provides tracking information to evidence delivery, by registered mail, or by email with confirmation of receipt, addressed to the address or email, as applicable, set forth in this Agreement or to such other address or email as a party may designate to the other in accordance with the notice procedure. All notices delivered in person or by courier service are deemed to have been given upon delivery, notices sent by registered mail are deemed given three calendar days after posting, and notices sent by email are deemed given when received and opened as validated by the read receipt.

12.3.   We may, with your prior approval, reference you as a customer or user of our products in our publicity or general marketing communications and activities.

12.4.   This Agreement constitutes the entire agreement between you and us and supersedes any previous agreements or representations, either oral or written, including any additional or preprinted terms on purchase orders, with respect to the subject matter of this Agreement. All amendments will be made only in writing. We may update, amend or modify this Agreement from time to time as required to comply with applicable law or as required by our licensors or vendors with thirty (30) days prior written notice. If there is a conflict between this Agreement and an Order Form, the Order Form will take precedence to the extent of such conflict. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the provision, right or remedy in that or any other instance.

12.5.   You may transfer or assign your rights or obligations under this Agreement to a third party only with prior written consent from us. Any purported assignment contrary to this section shall be void. We may assign this Agreement to any of our Affiliates or to a successor entity in the event of a merger or acquisition without your prior written consent, and we will provide you with written notice of such assignment.

12.6.   Some of our licensors and suppliers may be third-party beneficiaries under this Agreement.

12.7. If you provide any ideas or feedback regarding any products and services offered by us, such as suggestions for changes or enhancements, support requests (including any related information), and error corrections (collectively "Feedback"), we may use Feedback freely.

12.8.   This Agreement is governed by the laws of Mexico, without regard to its conflict of law principles, and the parties agree to submit to the exclusive jurisdiction of courts in Mexico City.

The parties by their duly-authorized representatives have caused this Agreement to be executed as of the later of the two signature dates below:

[CUSTOMER]	Carbyne911 México, S. de R.L. de C.V.
Address:	Address:
By:	By:
Name:	Name:

Title:	Title:
Date:	Date:

Exhibit A: Defined Terms

Affiliate	Any other person that directly or indirectly controls, or is controlled by or under common control with, a party, with 'control' as applied to any party being the direct or indirect ownership of more than fifty percent (50%) of the equity or voting interest in such party.
Agreement	This written agreement between Reseller and Customer for provision of the Service.
API	Our proprietary application program interface which will enable you to interface with the Service. Further description of the API is set forth in Exhibit C.
Data Protection Law	The Federal Law for the Protection of Personal Data in Possession of Individuals, its Regulations and the Guidelines, and any other applicable privacy laws.
Documentation	The then-current standard product sheet provided or made available by us with respect to the Service which describes its features and functionalities. Documentation specifically excludes marketing and promotional materials and proposals.
Emergency Service Provider	Safety and emergency response services, such as emergency call centers, emergency management providers and public health services.
End User	The individual who is authorized by you to use the Service such as your personnel.
End User Data	Personal data of End User (including those of the End User's designated emergency contacts) and other information such as health information submitted to the Service, and reports, recordings or files, including the content of any message, video, or chat sent or received using the Service, as further described in Section 6.1.
Intellectual Property Rights	Any and all intellectual property rights including patents, trademarks, design rights, copyright, rights in databases, know-how, look-and-feel, domain names and all similar rights (whether or not registered or capable of registration and whether subsisting in any part of the world), together with any and all goodwill relating or attached thereto, all derivative works and all extensions and renewals thereof.
Privacy Notice	Any document, in physical, electronic or any other format, created by you which you make available to the End Users prior to processing his/her personal data in compliance with the provisions of the Data Protection Law.
Privacy Policy	Our then-current Privacy Policy which we may update from time to time. As of the Effective Date, the Privacy Policy can be found at: https://carbyne.com/en/app-privacy-policy/.

Service	Our service offered to you under this Agreement as described in the Agreement. We will make certain features of the Service available as described in Exhibit C.
Service Level Agreement or SLA	Our then-current standard Service Level Agreement which describes the support service level agreement which applies to the Service and which we may update from time to time at our sole discretion. The current SLA is attached as Exhibit B.

EXHIBIT B – SERVICE LEVEL AGREEMENT

To request support services, you may email support@carbyne.com with a detailed description of the issue, including any steps taken to resolve the issue and other information which could be useful to resolve the issue) and we will assign the issue with a severity level and use commercially reasonable efforts to respond as follows:

Severity Level	Description	Anticipated Response Time (from receipt of required information)
P1	Complete System outage	within 24 hours
P2	Partial outage impacts more than one End User but not the entire Service	within 5 business days
P3	Partial outage impacting a single End User	within 10 business days

*An "outage" refers to our inability to provide the core functionality of the Service such as failure to notify emergency contact(s) or a Customer's or End User's inability to access some or all parts of the portal to the Service.

An issue is considered resolved when:

i. The Service conforms materially to its specifications as detailed in the Documentation; or

ii. We have advised you on how to correct or bypass the issue; or

iii. We have informed you that the correction to the issue will be available through a future upgrade or patch.

EXHIBIT C – API INTEGRATION AND SERVICE FEATURES

Subject to the terms of the Agreement, we will provide our API which will enable you to integrate with the Service and/or portal access to the Service and perform administrative tasks such as:

1. Adding, removing or editing End Users.
2. Submitting, removing or editing emergency contacts of End Users.
3. Submitting, removing or editing medical information of End Users.

The Service features will be made available in the following phases:

Phase 1 – Workflow validation for account registration of End Users. In this phase we will work with you to define the account registration criteria, including configuration and messaging to be presented to the End User in the Service.

Phase 2 – Delivery of emergency contact notification capability and account registration of End Users. In this phase we will make available a portal and/or APIs to you which will enable you to add End Users of the Service into the platform. Upon End User's registration of their account, the End User will be able to add emergency contacts who will be notified if and when the End User calls 911 in a covered area. The emergency contact will be notified through use of the Service via SMS and/or other communication methods, if available, that the End User has called 911.

Phase 3 – Sharing of Medical Information to the PSAP (contact centers). In this phase the End User may add additional medical information (such as allergies, prior medical conditions and/or any special medication) which will be shared with the call taker at the emergency call center when the End User makes a 911 call, as long as the call center is enabled to receive this information through the Service (e.g. the call center uses c-Live Universe).