

CITIZEN CONNECT TERMS OF USE ADDENDUM

This Citizen Connect Terms of Use Addendum (“**Addendum**”) is subject to and made part of the Carbyne Terms and Conditions or, if applicable, a mutually agreed upon agreement which governs your use of the Solution (“**Agreement**”). Capitalized terms in this Addendum will have the same meaning as set forth in the Agreement, unless otherwise expressly specified in this Addendum. Additional definitions are set forth below.

We offer a feature in the Solution which is designed to enable automatic sharing of a caller’s information, such as health information, with an Emergency Service Provider (“**ESP**”) which uses the Solution when the caller makes an emergency call to the ESP (such feature referred to in this Addendum as the “**Service**” and such individual referred to in this Addendum as a “**Caller**”). If enabled, the Service will also provide an automated notification to emergency contacts designated by a Caller, and location and/or video shared by the Caller, when that Caller makes an emergency call to the ESP. This Addendum addresses the terms and conditions under which you may access and use the Service and make it available to individuals in your jurisdiction.

1. Use of the Service

- 1.1. Subject to the terms and conditions of this Addendum and payment of applicable fees for the Service and any related services, you will: (i) have the right to make the Service available to Callers such as by sharing a link or QR code for Callers to sign up; and (ii) use the Service in compliance with all applicable laws and regulations.
- 1.2. 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 Callers when inviting them to sign up for the Service that the Service is a “notification software-based service” and not a security service.
- 1.3. You are responsible for ensuring that Callers who register for the Service are 18 years or older and any information submitted by the Caller to the Service includes personal information of minors under the age of 18 such Caller has the legal authority and right to provide such information. We do not knowingly collect personal information from minors, and if we learn of any inadvertently obtained information in violation of these terms or applicable laws, we will promptly delete such information.

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 or quote issued by us (“**Quote**”). All Quotes are subject to this Agreement. Unless otherwise set forth in the applicable Quote, delivery of the Service occurs when we make the Service available to you. You acknowledge you are responsible for all communications with the Caller including, but not limited to, informing the Caller of any changes to, or termination or expiration of the Caller’s subscription to the Service.
- 2.2. You agree to pay the fees set forth on the applicable Quote in accordance with the payment term set forth in the Agreement. We may also invoice you for additional fees if you exceed the permitted use.
- 2.3. If you fail to pay any fees in accordance with the terms of this Addendum and the applicable Quote, 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.

3. Caller Data

- 3.1. In connection with access and use of the Service, a Caller who registers for the Service may submit personal information (such as name and contact information of the Caller and the Caller’s emergency contacts) and other personal information such as health information through the Service itself. If enabled, the Caller may share location and/or video during the emergency call with you as the ESP and the Caller’s emergency contacts. All such information, location and video are collectively referred to as, “**Caller 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 Caller Data and to share Caller Data with us as necessary for us to provide the Service and any related services to you and your Callers. Without limiting the generality of the foregoing, you shall deliver to each Caller a privacy policy which complies with all requirements under applicable data protection and privacy laws (“Data Protection Laws”) to carry out any Processing. You will ensure that neither Caller Data, nor Processing of Caller Data through the Service, nor our use of Caller 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, which may include the Telephone Consumer Protection Act (“TCPA”) and verifying phone numbers against the FCC’s Reassigned Numbers Database. You are responsible for your compliance with any applicable laws, including the TCPA and data privacy and data retention laws. For more information about the Caller Data we obtain and how we use it, please see our Privacy Policy.

- 3.2. In order for us to legally Process Caller Data in the manner necessary to provide the Service, you must grant us certain rights with respect to Caller 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 Caller Data in order to display it to you and to store, process and distribute Caller Data in order to provide the Service to you and the Caller. Accordingly, you appoint us as your processor and/or sub-processor as applicable in accordance with the Data Protection Laws to Process the Caller Data which you or your Callers share with us only for the purpose of providing the Service to you and your Callers, as provided under the applicable Privacy Notice delivered to the Callers and for no other purpose.
- 3.3. We have implemented and will maintain administrative, physical, and technical safeguards designed to prevent unauthorized access, use, modification, deletion and disclosure of Caller Data by our personnel. We will only share Caller Data in accordance with our Privacy Policy and only with our third-party sub-processors that contractually agree to our same or similar data protection practices. Also, you acknowledge and agree that you are the sole controller of the personal data of the Callers and are bound to the obligations applicable to controllers for adequate security, protection and backup of Caller Data in terms of the applicable Data Protection Law.

4. Disclaimers

- 4.1. **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, CALLERS, 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 CALLERS; OR (IV) ANY THIRD PARTY CLAIM, INVESTIGATION OR PROCEEDING ARISING OUT OF OR RELATED TO YOUR OR YOUR CALLERS’ USE OF THE SERVICE OR ANY SOFTWARE, PRODUCT OR SERVICE OFFERED BY CARBYNE IN CONNECTION WITH THE SERVICE.**
- 4.2. **YOU ACKNOWLEDGE THAT THE SERVICE MAY NOT BE AVAILABLE IN ALL GEOGRAPHIES AT ALL TIMES AND NOT ALL ESPs HAVE ACCESS TO OR UTILIZE THE SERVICE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICE IS FULLY AVAILABLE OR USED AT ALL ESPs. FURTHERMORE, WE DO NOT GUARANTEE ALL ESPs WILL USE THE CALLER DATA SHARED WITH SUCH ESP THROUGH THE SERVICE. YOU ACKNOWLEDGE THAT PROVISION OF THE SERVICE IS ONLY FOR YOUR AND YOUR CALLERS’ BENEFIT, AND NOT FOR ANY OTHER THIRD PARTY, INCLUDING ANY ESP.**

5. **Your Responsibility.** You are responsible for any claims, suits or proceedings arising out of or relating to your (or your Callers'): (i) Caller Data; (ii) violation of any third party rights (including privacy rights); and (iii) your breach of the terms of this Addendum, including your breach of your obligations in Section 3 (Caller Data).
6. **Limitation of Liability.** This Addendum is subject to liability caps and limitations in the Agreement.
7. **Termination.** Upon expiration of the subscription term, termination of the Quote or termination of this Addendum, any outstanding fees shall become due and payable, and you will immediately cease use of the Service. Termination of the Agreement shall automatically terminate this Addendum. In addition to all sections under the Agreement which survive, Sections 4, 5, 6, 7 and 8 of this Addendum shall survive any expiration or termination of this Addendum.
8. **General.** The Agreement and this Addendum 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 Addendum 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. Terms of the Agreement shall apply to this Addendum, except to the extent addressed in this Addendum. For purposes of this Addendum, "Solution" or "Platform" as used in the Agreement shall refer to the Services and "Your Data" shall refer to Caller Data. If there is a conflict between this Addendum and the Agreement, this Addendum will take precedence to the extent of such conflict only with respect to the Service.