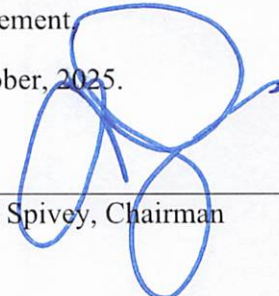


Resolution 004-25

***A Resolution authorizing the execution of an Agreement with
RapidSOS, Inc.***

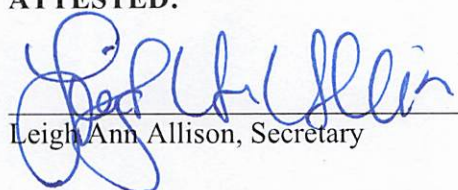
THEREFORE BE IT RESOLVED by the Irondale Emergency Management Communication District, in regular meeting duly assembled, a quorum being present, that April Dausch, or her designee, is hereby authorized to execute an agreement with RapidSOS, Inc. (in substantially the form attached hereto as **Exhibit A**) for a UNITE End User License and to execute any document(s) necessary to effectuate such agreement.

ADOPTED & APPROVED: This 7th day of October, 2025.



David Spivey, Chairman

ATTESTED:



Leigh Ann Allison, Secretary

CERTIFICATION

I, Secretary of the Irondale Emergency Management Communication District, hereby certify the above to be a true and correct copy of a resolution adopted by District at its meeting held on October 7th, 2025, as same appears in the minutes of record of said meeting.



Leigh Ann Allison, Secretary

Exhibit A

UNITE End User License Agreement

Last updated: May 21, 2024

This Unite End User License Agreement governs all use by you ("**you**") of the RapidSOS, Inc. ("**RapidSOS**", "**we**," or "**us**") Unite platform and any related online services and APIs (collectively, the "**Service(s)**"), unless a separate written agreement is in effect that specifically governs the subject matter hereof. The Services are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, the [RapidSOS Emergency-Related Services Privacy Policy](#) ("**Privacy Policy**") and procedures that may be published from time to time by RapidSOS (collectively, this "**Agreement**"), which are made a part of and incorporated by reference herein.

USE OF THE SERVICES IS SUBJECT TO THE TERMS SET FORTH BELOW. BY USING THE SERVICES, YOU ARE CONSENTING TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICES.

If you are entering into this Agreement on behalf of an Agency, you represent that you have the authority to bind such Agency to these terms and conditions, in which case the terms "you" or "your" shall refer to such Agency. If you do not have such authority, or if you do not agree with these terms and conditions, you may not use or login to the Services.

By agreeing to the terms of this Agreement, you represent and warrant that: (a) you have not previously been suspended or removed from access to any RapidSOS services, and (b) your registration and use of the Services complies with all applicable laws and regulations. By using the Services, you acknowledge that you are responsible for compliance with this Policy, including for violations of this Policy by any Authorized User. You must ensure that your Authorized Users are aware of and understand this information.

1. **SERVICES OVERVIEW.** The Services provide you with access to RapidSOS Emergency Information used by you, your Agency (as applicable), or authorized third parties to assist in responding to emergency events.

2. **DEFINITIONS.**

a. **"Agency"** means a Public Safety Answering Point (PSAP) or Emergency Communications Center (ECC), as defined by the Federal Communications Commission (FCC), requesting access to RapidSOS Emergency Information.

b. **"Authorized User"** means those individuals authorized to access the Services through your account.

c. **"RapidSOS Emergency Information"** includes but is not limited to supplemental 9-1-1 caller location data, profile data, including health data, associated with a 9-1-1 caller, or other 9-1-1 incident data. In certain instances, RapidSOS Emergency Information does not provide 9-1-1 call routing or associated information, like automatic number information or automatic location information, as such terms are defined by the FCC and acts as supplemental information.

d. **"RapidSOS Emergency Information Provider"** is any person that provides RapidSOS Emergency Information to RapidSOS, including without limitation manufacturers of smartphones or other connected devices, connected vehicles, operating systems service providers, application service providers, and monitoring companies.

e. **"Software"** means any software provided to you as part of the Services.

3. **LICENSE GRANT.** Subject to your and your Agency's (as applicable) strict compliance with this Agreement, RapidSOS grants to you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Services. All rights not expressly granted to you are reserved by RapidSOS and its licensors.

a. *Authorized Users.* The license granted to you under this Agreement permits use of the Services by your Authorized Users solely in furtherance of your internal business purposes. You are responsible for (i) each Authorized User's compliance with this Agreement; (ii) notifying each Authorized User of the obligations set forth herein; and (iii) each Authorized User's actions while using the Services.

b. *License Termination.* Your license will terminate immediately when you cease to be authorized to use the Services. All licenses granted to you in this Agreement are conditional on your and your Agency's (as applicable) continued compliance with this Agreement, and will immediately and automatically terminate if, in RapidSOS's sole

discretion, you or your Agency (as applicable) do not comply with any term or condition of this Agreement.

c. Use Restrictions and Prohibited Acts. You may not use the Services in any manner or for any purpose other than as expressly permitted by this Agreement. You agree not to: (a) use the Services for any unlawful purpose; (b) use the Services for any purpose or in any manner prohibited by this Agreement; (c) engage in any conduct that RapidSOS, in its sole discretion, believes is or may be harmful to RapidSOS, another user or to any other party, directly or indirectly, or which infringes the rights of another user or any third party; (d) violate any foreign, federal, state or local law or regulation, including without limitation regulations promulgated by the U.S. Securities and Exchange Commission, and rules of any national or regional securities exchange; (e) use the Services in a manner that could impair, disable, overburden or damage any RapidSOS server, or the network(s) connected to any RapidSOS server, or interfere with, inhibit, or restrict any other party's use of the Services; (f) attempt to gain unauthorized access to the Services, other accounts, computer systems or networks connected to any RapidSOS server or to any of the Services, through hacking, password mining or any other means; (g) decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from or sublicense any Software; (h) loan, rent, lease, sublicense, distribute, sell or otherwise transfer all or any portion of the Services to third parties; (i) violate any code of conduct or other guidelines which may apply to any particular Service; (j) collect information about others outside of your organization, including email addresses; (k) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Services or Software; (l) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or Services or any part thereof; or (m) combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs; (n) upload or otherwise disseminate virus, adware, spyware, worm, or other malicious code; (o) make any unsolicited offer or advertisement to another user of the Platform or the RapidSOS Service.

d. Access to ALI. You acknowledge and agree that in order to use automatic location identification data ("**ALI Data**") within the Services, you may be required to install hardware, as determined by RapidSOS. You further acknowledge and agree to grant RapidSOS access to all ALI Data generated by you or your Agency (as applicable) through such installed hardware or such other means directed by RapidSOS (your "**ALI Feed**"), for use by you, your Authorized Users and your Agency (as applicable) within the Services for emergency incident response. RapidSOS will not be responsible for any deficiencies or failure in access to ALI Data or the provision of the Services if you do not have all requisite hardware installed or do not grant RapidSOS access to your

ALI Feed. You or your Agency (as applicable) retain all right, title and interest in and to your ALI Feed. You hereby grant RapidSOS a non-exclusive, royalty-free, irrevocable, worldwide license to use and share ALI Data and perform all acts as may be necessary for RapidSOS to provide the Services to you, your Agency (as applicable), and other RapidSOS Emergency Information Providers and users of the Services, such as geocoding services.

e. Monitoring. In its sole discretion, RapidSOS reserves the right to review and refuse to post, remove, or edit any materials posted to the Services, in whole or in part, or disclose any information it deems necessary or appropriate to satisfy any applicable law, regulation, legal process or governmental request.

4. **ACCEPTABLE USES.** Agency explicitly acknowledges that the RapidSOS Emergency Information is provided for informational purposes only and is supplemental to location data provided from other sources, 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 you and your Agency to respond to 9-1-1 emergency events. You and your 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 for any illegal, unauthorized or other improper purposes. You specifically authorize RapidSOS, and each RapidSOS Emergency Information Provider, to provide the other emergency communications services contemplated herein to provision RapidSOS Emergency Information to you.

a. Digital Alerts. You acknowledge that during your use of the Services you may receive relevant alert types via Digital Alerts, unless you disable this feature. For purposes of this Agreement, "Digital Alerts" means alerts from monitoring companies and third parties for specific critical events such as active assailants, train derailments, and alarms, which may also include RapidSOS Emergency Information. With Digital Alerts, the alert notifying you of an applicable emergency event may be displayed concurrently with a phone call from a safety agent or other method.

For any use of Digital Alerts, you acknowledge and agree:

i. You are specifically requesting data to be presented through the Digital Alerts function of the Services and receipt of such data may require changes to your operational workflow when responding to an emergency. RapidSOS shall be held harmless for any liability arising from such use or failure to use.

ii. You acknowledge that RapidSOS is not transmitting a 9-1-1 call, and is only transmitting the data rather than originating the data. Therefore, RapidSOS cannot

guarantee the accuracy of data provided or originated by a third party and shall be held harmless for any liability arising from any use or reliance on such data.

iii. You acknowledge that RapidSOS will make reasonable efforts to digitally display requests for dispatch of emergency services and that a phone call request may not be placed.

iv. You acknowledge that some Digital Alerts may utilize Artificial Intelligence (AI) to assist with the capture and display of an alert.

v. You have been trained on how to use and respond to the Digital Alerts function of the Services. This is separate and distinct from the Supplemental Alerts function of the Services, where a phone call remains the primary request for service.

vi. You acknowledge that RapidSOS does not warrant or represent that all digitally displayed requests through Digital Alerts shall be free of error. You further acknowledge that an act, omission, or failure may occur that prevents notification of a request from being received by you. Where an error, act, omission, or failure occurs that prevents notification of a request from being received, RapidSOS shall not be held liable.

vii. You acknowledge that false alarms may occur and that RapidSOS makes no warranties or representations, express, implied, or otherwise, as to the validity, accuracy, completeness, or performance of a request for dispatch displayed through the Digital Alerts function of the Services. ALL DATA RELATING TO THE DIGITAL ALERTS SERVICE IS PROVIDED "AS IS."

viii. You agree that RapidSOS may identify your Agency as capable of receiving Digital Alerts, and that RapidSOS may use the name of your Agency on RapidSOS materials indicating agencies that may receive Digital Alerts.

b. *RapidSOS Field Responder SMS Services.* As part of the Services, you may have the ability to send an outbound SMS from a dedicated short-code to field responders with a link to critical data for emergency response.

i. You can cancel the SMS service at any time. Just text "STOP" to the short code. After you send the SMS message "STOP", you will receive an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages as part of this program. If you want to join again, sign up as you did the first time and you will receive SMS messages again.

ii. If you are experiencing issues with the messaging program you can reply with the keyword HELP for more assistance, or you can get help

directly at support@rapidsos.com.

iii. Carriers are not liable for delayed or undelivered messages.

iv. Message and data rates may apply for any messages sent. Message frequency varies. If you have any questions about your text plan or data plan, contact your wireless provider.

v. If you have any questions regarding privacy, please read the RapidSOS Privacy Policy.

c. *Text-from-911; Video-from-911*. You acknowledge that during your use of the Services, you have Text-from-911 (TF911) and Video-from-911 (VF911), which may be provided through RapidSOS or one of its partners, enabled unless you disable this feature. You acknowledge and agree that RapidSOS cannot control whether a text is delivered to a phone number. Furthermore, RapidSOS is not responsible for the content of any text message or video you send or receive.

5. THIRD-PARTY MATERIALS. The Services may include software, content, data, or other materials, including related documentation, that are owned by persons other than RapidSOS and that are provided to you on licensee terms that are in addition to and/or different from those contained in this Agreement ("**Third-Party Licenses**"). You are bound by and shall comply with all Third-Party Licenses. Any breach by you or any of your Authorized Users of any Third-Party License is also a breach of this Agreement.

6. BETA SERVICES. RapidSOS may make available to you a trial or evaluation use of the Services, including services, software or features that may not yet be generally available, including pre-release or beta versions of the foregoing which may not operate correctly (collectively, "**Beta Services**"). You may use such Beta Services solely for the purpose of evaluating and testing such Beta Services, and for no other purpose. You acknowledge and agree that all Beta Services are offered "as is" and without any representations or warranties or other commitments or protections from RapidSOS. RapidSOS will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and RapidSOS may discontinue any Beta Service at any time. You acknowledge that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

7. CREDENTIAL ACCESS. RapidSOS will assign and provide you with a unique set of credentials to access the Services. You acknowledge that you are 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 are otherwise compromised. For security reasons, RapidSOS reserves the right to disable credentials and re-issue new

credentials at their sole discretion. In such a case, you will be notified by RapidSOS. You are further responsible for managing your Authorized Users' credentials and are responsible for any access to your account and use of the Services under your account, with or without your knowledge or consent.

8. **PROPRIETARY RIGHTS.**

a. RapidSOS owns and retains all right title and interest in and to the Services and Software. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Services ("**Materials**") provided to you by RapidSOS pursuant to this Agreement are protected by intellectual property and other laws. All Materials contained in the RapidSOS Service are the property of RapidSOS or our third-party licensors or subcontractors. RapidSOS reserves all rights to the Materials not granted expressly in Section 3 of this Agreement.

b. You acknowledge and agree that any feedback, comments, or suggestions you may provide to us regarding the Services ("**Feedback**") will be the sole and exclusive property of RapidSOS, and you hereby irrevocably assign to us all of your right, title, and interest in and to all Feedback.

c. You acknowledge and agree that RapidSOS may from time to time monitor, collect, and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and the use of the RapidSOS Emergency Information, including, but not limited to, the receipt of requests for dispatch of emergency services, and/or records of actions taken by you or your Agency, as applicable, and configuration, performance, usage, and consumption data relating to the use of the Services. Company will be free (during and after the term hereof) to use such data and information to (a) facilitate or improve the delivery of RapidSOS Emergency Information or the Services; (b) improve RapidSOS Emergency Information and the Services; (c) provide anonymized data and analytics to current and potential RapidSOS Emergency Information Providers; and (d) ensure your compliance with the terms of this Agreement. Any such data that we generate from your usage of the Services will be owned by RapidSOS and will be handled subject to the terms of our Privacy Policy.

d. You or your Agency (as applicable) shall own all right, title and interest in and to all non-public data provided by you to RapidSOS to enable the provision of the Services ("**Agency Data**"). Notwithstanding anything to the contrary herein, you expressly agree and hereby authorize RapidSOS to disclose Agency Data to RapidSOS Emergency Information Providers and such other third parties as is necessary to

enable RapidSOS to provide the Services to you, your Agency (as applicable) and all other users of the Services.

9. **CONFIDENTIALITY.** You acknowledge and agree that the Services, Software, and related documentation constitute and contain valuable confidential/proprietary information and trade secrets of RapidSOS, its licensors and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, you agree to treat (and ensure that your employees, agents and members treat) the Services, Software, and documentation as confidential, and to protect the confidentiality thereof, at all times exercising at least a reasonable degree of care in the protection of such confidential information. You shall not under any circumstances share with or permit access to the Services, or provide any images of, or information about the Services to any actual or potential competitor of RapidSOS.

10. **MODIFICATIONS.** This Agreement constitutes the entire agreement between RapidSOS and you concerning the subject matter hereof. RapidSOS may modify the terms of this Agreement at any time, with the modifications becoming effective upon the publication of this Agreement. You will ensure that your Authorized Users comply at all times with the most recently published Agreement provided by RapidSOS. Continued access to or use of the Services following such modifications will be deemed your acceptance of the modified Agreement. Disputes arising under this Agreement will be resolved in accordance with the version of this Agreement that were in effect at the time the dispute arose.

11. **DISCLAIMER. NO WARRANTIES.** BY USING THE SERVICES, YOU AGREE THAT RAPIDSOS CANNOT CONTROL THE MANNER IN WHICH EMERGENCY SERVICES ARE RENDERED. RAPIDSOS IS NOT RESPONSIBLE FOR THE ACTIONS OF ANY EMERGENCY SERVICE PROVIDER, NOTIFICATION PROVIDER, OR OTHER USERS OF THE SERVICES. RAPIDSOS DOES NOT GUARANTEE DELIVERY OF ANY MESSAGE OR INFORMATION AND IS NOT RESPONSIBLE FOR ANY ACT OR OMISSION BETWEEN OR AMONG USERS OF THE SERVICES. RAPIDSOS DOES NOT HAVE CONTROL OVER THE VOIP SERVICE, TELEPHONE SERVICE, INTERNET SERVICE PROVIDERS, OR OTHER EMERGENCY PROVIDERS' DATA SOURCES NECESSARY FOR PROVIDING THE SERVICES, AND ANY FAILURE DUE TO A THIRD-PARTY SERVICE PROVIDER IS NOT THE RESPONSIBILITY OF RAPIDSOS. RAPIDSOS IS NOT A TELEPHONE COMPANY, INTERNET PROVIDER, WIRELESS NETWORK PROVIDER, OR OTHER TELECOMMUNICATIONS SERVICE PROVIDER. YOU ARE SOLELY RESPONSIBLE FOR PROVIDING AND MAINTAINING THE COMMUNICATION SERVICES NEEDED FOR THE SERVICES. ADDITIONALLY, IT IS YOUR RESPONSIBILITY TO PROVIDE AND MAINTAIN A RELIABLE POWER SOURCE FOR ANY USE OF THE SERVICES.

THE SERVICES AND ALL DATA, MATERIALS, AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND, AND ON AN "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, RAPIDSOS DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES AND ALL DATA, MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICES, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. RAPIDSOS AND ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE LICENSORS DO NOT WARRANT THAT THE SERVICES, OR ANY DATA, MATERIALS OR CONTENT OFFERED THROUGH THE SERVICES, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

12. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

a. IN NO EVENT WILL RAPIDSOS OR ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE LICENSORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICES OR ANY DATA, MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT RAPIDSOS HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. YOU UNDERSTAND AND AGREE THAT RAPIDSOS IS NOT RESPONSIBLE FOR THE DISPATCH MEDICAL, FIRE, OR POLICE ASSISTANCE AND THAT RAPIDSOS SHALL HAVE NO LIABILITY FOR MEDICAL, FIRE, OR POLICE ASSISTANCE NOT RECEIVING NOTIFICATION OR NOT ACTING ON NOTIFICATION.

b. IN NO EVENT WILL RAPIDSOS AND ITS AFFILIATES, AND ANY OF THEIR RESPECTIVE LICENSORS COLLECTIVE AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES OR OTHERWISE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID DIRECTLY TO RAPIDSOS FOR ACCESS TO AND USE OF THE RAPIDSOS SERVICE IN THE 12 MONTHS PRIOR TO THE CLAIM; OR (B) \$100.

13. **TERMINATION.** This Agreement will continue for the duration of your use of the Services unless earlier terminated as provided in this Agreement. RapidSOS may

terminate your license to the Services immediately without notice to you for your failure to comply with any of the terms set forth herein or as otherwise determined by RapidSOS. Upon termination, you must immediately cease use of the Services.

14. **FORCE MAJEURE.** In no event shall RapidSOS be liable to you or your Agency (as applicable), or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond RapidSOS's reasonable control, including but not limited to: (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) shortage of adequate power or transportation facilities.

15. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

16. **ASSIGNMENT.** You may not assign this Agreement without RapidSOS's prior written consent. RapidSOS may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties' respective successors and assigns.

17. **WAIVER.** The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision later. All waivers by a party must be in writing.

18. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remaining provisions of this Agreement will nevertheless be given full force and effect.

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