

Subscriber Terms

Last Updated: December 13, 2017

1. This Subscriber Agreement (the "Subscriber Agreement") is between Clearpath EPM / EPM Strategies and Clearpath Alerts, LLC ("Clearpath") and the entity accepting to these terms ("Customer"). This Subscriber Agreement controls Customer's access to Clearpath's services (the "Service") and its associated applications and website. By clicking "I Agree," or using the Service as a subscriber, Customer agrees to the terms of this Subscriber Agreement. If an individual is accepting this Subscriber Agreement on behalf of an entity such entity shall be deemed the Customer hereunder and such individual hereby represents and warrants that he/she has the power and authority required to bind such entity to this Subscriber Agreement. IF CUSTOMERS REGISTER FOR A FREE TRIAL OR ARE OTHERWISE GIVEN EVALUATION ACCESS OF CLEARPATH'S SERVICES, THIS AGREEMENT WILL ALSO APPLY.

CUSTOMER ACKNOWLEDGE THAT CLEARPATH'S SERVICES ARE GENERIC AND LIMITED, DESIGNED TO ONLY ASSIST CUSTOMER IN THE PREPARATION AND MANAGING OF CUSTOMER'S OWN EMERGENCY PLANNING AND COMMUNICATION PROCESS, AND THAT CLEARPATH'S SERVICES ARE NOT INTENDED TO BE A SUBSTITUTE FOR CUSTOMER'S ACTUAL DETAILED, CUSTOMIZED OR COMPREHENSIVE EMERGENCY PLANS. THE FOREGOING SHALL SPECIFICALLY INCLUDE, BUT NOT BE LIMITED TO, THE DURESS AND VIDEO/PICTURE CAPTURE FUNCTIONALITY.

Provision of Limited Services and Content. As a part of the Services and Content, Customer will receive potentially helpful and useful emergency planning and preparation ideas and concepts. Customer may also receive access to the EPM Dashboard, which is web-based emergency planning management tool, which has been designed to allow Customer to conduct a self-guided and thought-provoking emergency planning exploration for Customer's organization, as well as central place to more easily and usefully store, track and update a variety of Customer's customized planning information. While Clearpath strives to assist Customer in emergency planning and preparation, Customer acknowledge that Clearpath Services and Content are general and generic in nature, limited in scope, and can in no way be considered a replacement for a comprehensive or detailed crisis or emergency plan or implementation. No matter which of Clearpath's subscription packages Customer selects, Clearpath strongly recommend that Customer independently engage qualified law enforcement or security experts who are familiar with Customer's locale and circumstances to assist Customer with customized emergency plan development. Clearpath cautions to that Services are strictly preparatory in nature, and in no way are they intended to be used during an actual ongoing crisis situation, incident, or emergency. Furthermore, Customer understands that Customer alone (and not Clearpath) is solely responsible for the creation of Customer's emergency planning.

2. The Service and Associated Software. Customer and users of the Service under Customer's account ("End Users") may access and use the Services in accordance with this Subscriber Agreement and Clearpath's User Terms of Use, a current copy of which can be found at <http://clearpathalerts.com>, and Privacy & Data Protection Policy, a current copy of which can be found at <http://clearpathalerts.com/>. Clearpath may update or modify the Services from time to time. If, in Clearpath's reasonable judgment, any such modification to the Service materially reduces the Service's functionality, Clearpath will inform Customer via the email address associated with Customer's account no less than twenty (20) days prior to such change. Clearpath will use technical and enterprise security measures to protect the integrity of Customer Data and to guard against the unauthorized or unlawful access to, use of or processing of such Customer Data. For purposes of this Subscriber Agreement, "Customer Data" shall mean the structured data and any files or attachments submitted to the Service by Customer, as well as the account and contact information submitted to the Service by Customer and its End Users. Clearpath will take steps to protect the Service from any viruses, backdoors, Trojans, or other computer code that is designed to disrupt, disable or harm the operation of the Service. If Customer has engaged a third-party purchasing agent to purchase Services on its behalf, such purchasing agent is not the Customer, and Customer agrees that Customer is still solely responsible for compliance with this Subscriber Agreement.
3. Customer Obligations.
 - a. Administration of Customer's Account. Customer may specify one or more administrators (each an "Administrator") to manage its account. Administrators have the ability to access, monitor, use, export and disclose all content posted by End Users in accordance with applicable local laws. Customer is responsible for: (i) the selection of its Administrator(s); (ii) maintaining the confidentiality of passwords and Administrator accounts; (iii) managing access to Administrator accounts; and (iv) ensuring that each Administrator's use of the Service complies with this Subscriber Agreement. Clearpath shall not be held liable for any actions on the part of Customer's Administrator(s).
 - b. End User Conduct; Compliance. Customer is responsible for use of the Service by its End Users and for their compliance with Clearpath's User Terms of Use. Customer is also responsible for providing any notice and obtaining any consents and authorizations necessary: (i) to allow the Administrator to access, monitor, use, and disclose the content posted by the End Users on the Service; and (ii) to allow Clearpath to provide the Administrator with access to such End User content. The Service is not authorized for use by persons under the age of 13 and Customer will ensure that it does not allow any person under 13 to use the Service. Customer will promptly notify Clearpath if it becomes aware of any unauthorized access to Customer's account or the Service.

- c. Restrictions. Customer will not: (i) rent, sell, resell or lease the Service to any third party; (ii) use the Service for any purpose where either the use or the failure of the Service might lead to personal injury, death or physical damage; or (iii) disassemble, decompile or reverse engineer the Service or attempt or assist anyone else to do so, unless such restriction is prohibited by law.
 - d. Suspension. Clearpath may request that Customer suspend the account of any End User who: (i) violates the User Terms of Use or (ii) is using the Service in a manner that Clearpath reasonably believes may cause a security risk, a disruption to others' use of the Service, or liability for Clearpath. If Customer fails to promptly suspend or terminate such End User's account, Clearpath reserves the right to do so.
 - e. Customer's Use of Third Party Services. Clearpath does not warrant or support any third party service (e.g., a service that utilizes the Clearpath API in connection with Customer's use of the Service) and will not be responsible for any act or omission on the part of such third party or its service.
4. Intellectual Property Rights.
- a. Limited License to Use Customer Content. Customer hereby grants to Clearpath a limited, nonexclusive and nontransferable (except in connection with the sale or transfer of its business) license to access, use, copy, reproduce, process, adapt, publish, transmit and display the Customer Data for the limited purpose of (i) providing the Service and associated customer support to Customer; (ii) displaying the Customer Data to the End Users; and (iii) analyzing and improving the Service.
 - b. Reservation of Rights. Except as expressly set forth herein, this Subscriber Agreement does not (i) grant Clearpath any rights or interest in or to the Customer Data or any Customer Intellectual Property; or (ii) grant Customer any rights or interest in or to the Service or any Clearpath Intellectual Property. For purposes hereof, the term "Intellectual Property" shall mean any current or future worldwide rights under any patent, copyright, trademark, or trade secret; any moral rights or any similar rights.
 - c. Use of Customer Suggestions. Clearpath may incorporate into the Service any suggestions or feedback received from Customer without any obligation to Customer and any such modifications to the Service shall be the sole and exclusive property of Clearpath. Clearpath may also share and publish aggregate, anonymized data about the use of our Service by our customers.
 - d. Clearpath Customer List. Clearpath may include Customer's name in a list of Clearpath's Customers online and in print and electronic marketing materials.
 - e. Fees and Payment. By subscribing to the Service and providing payment account information, Customer agrees to these payment terms and conditions. If Customer subscribes to the Service under any promotional subscription fee, some additional restrictions may apply. Free or discounted introductory offers are only available to new users of the Service, except where expressly stated. Fees are non-refundable except as required by law or as explicitly set forth herein. Customer will pay all applicable fees when due and, if such fees are being paid via credit card or other electronic means, Customer authorizes Clearpath to charge such fees using Customer's selected payment method. By default, customer accounts are set to auto-renew and require recurring payments. Fees will be charged on an annual or monthly basis based on Customer's subscription. Clearpath may automatically charge Customer for such renewal on or after the renewal date associated with Customer's account unless Customer has terminated the Service or Clearpath terminates the Service. Customer must cancel the Service prior to its renewal date in order to avoid billing of the next period's fee. If Customer chooses to cancel the Service, Customer may use the Service until the end of the current period but will not be issued a refund for the most recently (or any previously) charged fees. Customer can cancel Service anytime online by going into the Customer's account settings prior to its renewal date if Customer has a monthly plan.

Subscriptions. Unless otherwise provided in the applicable Order, (a) Services and Content are purchased at a one-year subscription minimum, (b) subscription months may be added at current pricing levels on a prorated basis, (c) periods may be added on a multi-year period up to five (5) years at current pricing levels, (d) subscription periods must run continuously, and any break of subscription service coverage will likely result in loss of Your previously entered data.

Usage Limits. Services and Content subscription packages are subject to usage limits. Usage limits are based on Customer's Order. Generally, usage limits are based on factors that include the size of your facility, the location of your facility, the dispersion of facilities, and number and type of anticipated Users. Pricing discounts can be arranged for multiple locations or enterprise versions. Multiple facility offerings must be directly owned or closely affiliated with Customer, and Services cannot be shared, re-sold or leased to separate organizations or to any form of bureau service.

From time to time, Beta versions of Services or a portion thereof may be made available. If and the extent such Beta versions are offered, they will be marked as "Beta" and will be provided without warranty of any kind to Customer and on an AS IS basis. Uses of Beta Services are entirely voluntarily, and unless otherwise specified in writing, are free of charge. Clearpath provides Beta versions of Services to variously assist Clearpath with testing functionality, determining their utility, and gathering general feedback on certain features of the Services. However, by their nature Customer understands that Beta Services are highly likely to contain defects, and that should Customer's Users elect to work with Beta Services, that they may encounter serious performance problems and/or loss of data. Clearpath may discontinue Beta

Services at any time in our sole discretion. We will have no liability for any harm or damage arising out of or in connection with use of a Beta Service.

Clearpath may revise fee rates and/or the billable amount structure for the Service from time to time and will provide Customer's designated administrator(s) with email notice of any changes in fees at least thirty (30) days prior. Customer is responsible for providing complete and accurate billing information to Clearpath. Clearpath may suspend or terminate Customer's use of the Service if fees become past due. Customer is responsible for all taxes (excluding taxes on Clearpath's net income) and Clearpath will charge tax when required to do so by law.

Customer will pay all fees as specified in Customer's Order. Except as otherwise specified herein or in an Order, (i) fees are based on Services and Content purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, (iii) new members (and lapsed members whose subscriptions have been expired or unpaid for 45 or more days) are subject to specified one-time Set-Up fees, (iv) any promotional or other discounts must be applied at the time of the Orders and not in arrears, and (v) Services and Content that are not specifically included in an Orders may be available for additional fees, and may be subject to discounts for follow-on or existing customers. The pricing of fees are subject to change by Clearpath at any time.

Invoicing and Payment. Clearpath will invoice Customer in accordance with the terms of the Order of the Services. Unless otherwise stated in the Order, invoiced charges are due in full and net 30 days from the invoice date. Alternatively, Clearpath can accept credit card payments. If Customer provides credit card information to Clearpath, Customer authorizes Clearpath to charge such credit card for all Purchased Services listed in the Order for the initial subscription term and any renewal subscription term(s) as set forth below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order.

The term of each subscription shall be as specified in the applicable Order. Except as otherwise specified in an Order, subscriptions will automatically renew for additional of one year period at the expiration of the existing subscription, unless You provide 21 days written notice prior to end of the scheduled subscription term. Subscriptions may be upgraded or downgraded on a pro-rated basis, if applicable.

Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder.

Other Charges. We are not responsible for any other fees or charges that you may incur directly or indirectly in connection with use of Our Services. You are solely responsible for any and all other fees, which may include but are not limited to any telecommunications fees, local or long distance phone charges, local internet costs or access fees, and any other charges.

Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

If Customer requires the use of a purchase order or purchase order number, Customer (a) must provide the purchase order number at the time of purchase; and (b) agrees that, except for any amendments to this Subscriber Agreement that are clearly marked as such on the face of the Purchase Order, any terms and conditions on a Customer purchase order that conflict with this Subscriber Agreement will not apply and are null and void.

5. **Term and Termination.** This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated. A party may terminate this Agreement (i) upon 21 days written notice to the other party, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. We reserve the right to terminate this Agreement, and the right to terminate Your or any User's use the Services or Dashboard, or both, for any breaches of the terms of this Agreement by You or the User. Subscription fees following Termination are not refundable in accordance with Section 5.1 (Fees). In the event that this Subscriber Agreement is terminated, (i) the rights granted to Customer pursuant to this Subscriber Agreement (except as specifically set forth in this section) will cease immediately; and (ii) any premium features provided to Customer will cease to be provided. The following sections will survive expiration or termination of this Subscriber Agreement: Sections 4(b) and (c), 6-9, 12, and 13.
6. **Confidentiality.**

- a. Confidentiality. During the course of their performance under this Subscriber Agreement, each party may make available to the other party information that is not generally known to the public and at time of disclosure is either identified as, or should reasonably be understood by the receiving party to be, proprietary or confidential (the "Confidential Information"). Confidential Information shall include, but shall not be limited to: business plans, strategies, forecasts, projects and analyses; financial information and fee structures; business processes, methods and models; employee, customer and supplier information; sales and marketing information. With respect to the Customer, Confidential Information also includes the Customer Data.
- b. Obligations. Except as otherwise expressly permitted under this Services Agreement, with the express prior written consent of the disclosing party, or as required by law, the receiving party will not disclose, transmit or otherwise disseminate to a third party any Confidential Information of the disclosing party. The receiving party will use the same care and discretion with respect to the Confidential Information received from the disclosing party as it uses with its own similar information, but in no event less than a reasonable degree of care. Clearpath may disclose Customer's Confidential Information to its employees, consultants, agents or advisors who have a strict need to know such Confidential Information solely for the purpose of performing Clearpath's obligations under this Agreement and only to those who are obligated to maintain the confidentiality of such Confidential Information upon terms at least as protective as those contained in this Agreement. Customer may disclose Clearpath's Confidential Information to its employees, consultants, agents or advisors who have a strict need to know such Confidential Information and are obligated to maintain the confidentiality of such Confidential Information upon terms at least as protective as those contained in this Agreement.
- c. Exclusions. The obligations set forth in Section 7(b) above shall not apply to any Confidential Information that the receiving party can demonstrate: (i) the receiving party possessed, without any obligation of confidentiality, prior to disclosure by the disclosing party; (ii) is or becomes publicly available without breach of this Agreement by the receiving party; (iii) is or was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (iv) is or was received by the receiving party from a third party that does not have an obligation of confidentiality to the disclosing party or its affiliates. Either party may disclose the terms of this Agreement to potential parties to an acquisition or similar transaction to facilitate due diligence and closing of the transaction, provided that potential party is subject to written non-disclosure obligations and limitations on use only for the prospected transaction. The receiving party may disclose Confidential Information of the disclosing party if legally required to do so in connection with any legal or regulatory proceeding, provided, however, that in such event the receiving party will, if lawfully permitted to do so, notify the disclosing party within a reasonable time prior to disclosure so as to allow the disclosing party an opportunity to seek appropriate protective measures.

7. Indemnification.

- a. By Customer. Customer hereby agrees to indemnify, defend and hold harmless Clearpath, its licensees and licensors, and their respective employees, contractors, agents, officers and directors (together, the "Clearpath Affiliates"), from and against any and all liabilities, damages, obligations, losses, costs and expenses (including but not limited to reasonable attorney's fees) (together, the "Losses") arising from or as a result of any claim by a third party against Clearpath or the Clearpath Affiliates regarding: (i) use of or access to the Service by Customer or its End Users in violation of this Subscriber Agreement or our User Terms of Use; or (ii) any data or Customer Data transmitted or received through, or posted or stored in, Customer's account.
- b. By Clearpath. Clearpath hereby agrees to indemnify, defend and hold harmless Customer and its employees, contractors, agents, officers and directors (together the "Customer Affiliates"), from and against any and all Losses arising from or as a result of any claim by a third party against Customer or the Customer Affiliates to the extent based on an allegation that the Service or Clearpath's technology used to provide the Service infringes or misappropriates any copyright, trade secret, U.S. patent, or trademark right of the third party. In no event will Clearpath have any obligations or liability under this section arising from: (i) use of the Service in a modified form or in combination with materials not furnished by Clearpath; (ii) use of any third party app developed using Clearpath's API; or (iii) any content, information, or data provided by Customer, End Users, or other third parties. THIS INDEMNITY IS CUSTOMER'S ONLY REMEDY UNDER THIS SUBSCRIBER AGREEMENT FOR ANY VIOLATION BY CLEARPATH OF ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- c. Infringement Claims. If the Service becomes, or in Clearpath's reasonable judgment is likely to become, the subject of a claim of infringement, then Clearpath may: (i) obtain the right, at Clearpath's expense, for Customer to continue using the Service; (ii) provide a non-infringing functionally equivalent replacement; (iii) modify the Service so that it is no longer infringing. If Clearpath, in its sole and reasonable judgment, determines that none of the above options are commercially reasonable, then Clearpath may suspend or terminate Customer's use of the Service and provide Customer with a pro rata refund of prepaid fees.

- d. Process. The party seeking indemnification will provide prompt notice concerning the existence of an indemnifiable claim and cooperate fully with the indemnifying party in defending the claim. Failure to give prompt notice shall not constitute a waiver of a party's right to indemnification and shall affect the indemnifying party's obligations hereunder only to the extent that the indemnifying party's rights are materially prejudiced by such failure or delay. The indemnifying party will have full control and authority over the defense of any claim; provided, however, that: (i) the indemnified party may join in the defense at its own expense using counsel of its choice; and (ii) any settlement requiring the party seeking indemnification to admit liability or make any financial payment will require such party's prior written consent, not to be unreasonably withheld or delayed.
8. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT IN CONNECTION WITH THEIR RESPECTIVE INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES OR SUPPLIERS BE LIABLE UNDER THIS SUBSCRIBER AGREEMENT FOR (I) ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES; OR (II) LOSS OF USE, DATA, BUSINESS REVENUES, PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), GOODWILL, OR OTHER INTANGIBLE LOSSES. UNDER NO CIRCUMSTANCES WILL CLEARPATH BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR CUSTOMER'S ACCOUNT OR THE INFORMATION CONTAINED THEREIN BY ANY THIRD PARTY. THESE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER A PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. EXCEPT IN CONNECTION WITH ITS INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL CLEARPATH BE LIABLE TO CUSTOMER FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT PAID BY CUSTOMER TO CLEARPATH HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.
9. Hosting of the Service; Export Restrictions. The Service is controlled and operated from facilities in the United States. Clearpath makes no representations that the Service is appropriate or available for use in other locations. Customers who access or use the Service from other jurisdictions (or who allow their End Users to do so) do so of their own volition and are responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. If Customer is located outside of the United States, Customer agrees that Clearpath may transfer, store and process Customer Data in locations other than Customer's country. The export and re-export of Content via the Service may be controlled by the United States Export Administration Regulations or other applicable export restrictions or embargo. The Service may not be used in any country that is subject to an embargo by the United States and Customer may not use the Service in violation of any export restriction or embargo by the United States or any other applicable jurisdiction. In addition, Customer must ensure that the Service is not made available for use by persons or entities blocked or denied by the United States government.
10. Modifications. Clearpath may revise this Subscriber Agreement from time to time by posting the modified version on its website at least twenty (20) days prior to the effective date of the modifications being made; provided, however, that no such modification shall include a reduction in Customer's rights or Clearpath's obligations unless affirmatively agreed to by Customer in advance. If, in Clearpath's sole and reasonable discretion, the modifications being proposed are material, Clearpath will notify Customer of such proposed modifications via email to the email address associated with Customer's account. By continuing to access or use the Service after the posted effective date of modifications to this Subscriber Agreement that do not include a reduction in Customer's rights or Clearpath's obligations hereunder, Customer agrees to be bound by such modifications.
11. Governing Law; Binding Arbitration and Class Action Waiver. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. This Subscriber Agreement will be governed by the laws of the State of Florida without regard to its conflict of laws provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Claims relating to this Agreement or the Service will be resolved through final and binding arbitration, except as set forth below. The parties agree that the Subscriber Agreement affects interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions. Initial Dispute Resolution: The parties agree that most disputes can be resolved without resort to litigation. The parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with each other, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration. Accordingly, before initiating a lawsuit or arbitration, Customer Agrees to contact Clearpath to attempt to resolve the dispute in good faith. Binding Arbitration & Class Action Waiver: If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time the informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to the Agreement (including its formation, performance and breach), the parties' relationship with each other and/or your use of the Services shall be finally settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, excluding any rules or procedures governing or permitting class actions. Thus, THE

PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims or controversies will not be subject to arbitration and must be litigated in state or federal court located in Broward County, Florida. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of the Subscriber Agreement, including, but not limited to any claim that all or any part of the Subscriber Agreement is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the Parties and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration will be held in Broward County, Florida. If any court or arbitrator determines that this arbitration provision is void or unenforceable for any reason or that the parties are not bound to arbitrate their claims, then the disputes, claims or controversies deemed not to be subject to arbitration must be litigated in state or federal court located in Broward County, Florida. Exception: Litigation of Intellectual Property Claims: Notwithstanding the foregoing, disputes, claims, or controversies concerning (1) either party's patents, copyrights, moral rights, trademarks, and trade secrets or (2) claims of piracy or unauthorized use of the Services (collectively, "IP Claims") shall not be subject to arbitration.

12. Miscellaneous

- a. Relationship of the Parties. The parties are and shall be independent contractors with respect to all services provided under this Subscriber Agreement.
- b. Force Majeure. Except for payment obligations, neither Clearpath nor Customer will be liable for inadequate performance to the extent caused by a condition that is beyond the party's reasonable control, including but not limited to natural disaster, civil disturbance, acts of terrorism or war, labor conditions, governmental actions and interruption or failure of the Internet or any utility service.
- c. Assignment. Neither this Subscriber Agreement nor any of the rights and licenses granted hereunder, may be transferred or assigned by either party without the other party's express written consent; provided, however, that either party may assign this Subscriber Agreement without the other party's consent to an affiliate or in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets. Any other attempt to transfer or assign this Subscriber Agreement will be null and void.
- d. Entire Agreement. This Subscriber Agreement, together with any Customer purchase order or order form associated herewith (as limited by Section 6), constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter hereof. If a court of competent jurisdiction deems any provision of this Subscriber Agreement invalid, the invalidity of such provision shall not affect the validity of the remaining provisions hereof, which shall remain in full force and effect.
- e. No Waiver. No waiver of any term of this Subscriber Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Subscriber Agreement shall not constitute a waiver of such right or provision.
- f. Communications from Clearpath. You agree to receive electronically all communications, agreements, documents, notices, and disclosures that we provide in connection with the Service ("Communications"). We may provide Communications in a variety of ways, including by e-mail, text, in-app notifications, or by posting them on the Clearpath website or through the Service. You agree that all Communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

For questions about these or any Clearpath terms or policies, email us at terms-questions@clearpathalerts.com.