

Intrado End User Terms

Intrado Life & Safety, Inc. is the provider of emergency routing services, software licenses, and/or support and maintenance services to the end customer (“End User”) purchasing through an Intrado-approved reseller. Intrado’s products and services are subject to the following terms. The End User’s purchase and use of Intrado’s products and services constitute acceptance of these terms.

1. Product and Service Descriptions

The following product and service descriptions at www.intrado.com/legal-privacy/terms/enterprise will apply, as applicable to the Intrado product or service purchased by the End User, and are incorporated into this Agreement. These may be updated from time to time:

- Emergency Routing Service (ERS) for USA Service Guide
- Emergency Routing Service (ERS) for Canada Service Guide
- Desk Alert Data Sheet
- Phone Discovery Manager Data Sheet
- Emergency Gateway Data Sheet
- Technical Support, License, Maintenance, and Implementation Service Guide
 - Emergency Gateway Maintenance Plus Service Addendum

2. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA, OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF INTRADO FOR ANY REASON WILL BE LIMITED TO THE AMOUNT PAID BY END USER UNDER THE RELEVANT ORDER IN THE SIX MONTHS PRIOR TO THE CLAIM. THESE LIMITS ON LIABILITY APPLY WHETHER THE CLAIM ARISES OUT OF BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY, AND EVEN IF THE DAMAGES ARE POSSIBLE OR FORESEEABLE.

INTRADO DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, DATA ACCURACY, CONDITION OF DATA, OR LOSS OF DATA, NETWORK CONNECTIVITY, INTEROPERABILITY, OR THAT SERVICES, PRODUCTS OR RELATED SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE.

3. Indemnity

Customer agrees to defend, indemnify, and hold Intrado and its affiliates, as well as their respective directors, officers, and employees, harmless from any losses, liabilities, damages, fines, penalties, actions, claims, or expenses (collectively referred to as “Claims”), (including reasonable lawyer’s fees and court costs) that Intrado may suffer or incur as a result of a Claim brought or asserted against Intrado by any third party, to the extent arising out of, relating to, or caused by any act or omission of Customer or a user (including Customer’s or a user’s failure to provide Intrado with accurate data) which prevents a 9-1-1 call made by Customer or one of its users from being successfully routed by Intrado, except to the extent caused by Intrado’s gross negligence or reckless or willful misconduct.

4. General Provisions

No waiver by either party of any breach of any term or condition of the terms and conditions set out herein by the other party will be deemed to constitute a waiver of any other breach, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy hereunder operate as a waiver thereof. No waiver given by a party hereunder will be binding upon such party unless expressed in writing and signed by such party.

These terms will be governed by and construed in accordance with the laws of the State of Colorado. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these terms or to any dispute arising therefrom.