



End2End Public Safety
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Support Subscription Services Agreement for ARMS
2024-2025

1. Scope of Agreement

During the term of this Agreement, as set forth in Section 2, End2End Public Safety DBA ARMS, a Mississippi registered LLC with a principal place of business at 2627 W. Oxford Loop, STE F, Oxford MS 38655 ("Licensor") agrees to provide software support and maintenance as set forth in Section 3 for the computer program(s) (collectively "Software"), as specified in the invoice, to the Licensee of Software ordering this support ("Licensee"), as specified in the invoice.

2. Term

- a. The period of support shall be from the effective dates shown on invoice.
- b. Renewal. The Support Subscription Service Agreement can be renewed annually in advance by the Licensee commencing on the anniversary date of the Software Acceptance. Payment of this fee will renew this Agreement for the period of one year.

3. Software Support and Maintenance Services

Scope of Services. During the term of this Agreement, Licensor will provide Licensee the following Software Support and Maintenance services for the Software:

- a. Corrections of substantial defects in the software so that the Software will operate as described in the electronic documents supplied with Software.
- b. Periodic updates of the Software that may incorporate (a) corrections of any substantial defects, (b) fixes of minor bugs, and (c) at the sole discretion of Licensor, enhancements to the Software.
- c. Telephone and electronic mail support to permit the Licensee to report problems and seek assistance in using the Software.
- d. Internet accessible files containing patches and other released defect corrections to the Software.
- e. Internet accessible files containing new versions of Software made generally available during the support term.
- f. Services Not Included. Standard Maintenance Services do not include: (i) Charged-For-Enhancements that are offered, at Licensor's sole discretion, to Licensees upon payment of a license fee; (ii) on-site support; (iii) training; (iv) hardware and related supplies, (v) any errors, data file damage, or other malfunctions resulting from the licensee failing to follow proper procedures and directions as outlined in documentation provided in the manuals and technical bulletins.

4. Charged-For-Enhancements

From time to time, at Licensor's sole discretion, Licensor may make available to Licensee Charged-For-Enhancements to the Software that Licensee may license from Licensor upon payment of the license fee established by Licensor.

5. Obligations of Licensee

- a. **Technical Contact.** Licensee shall notify Licensor of Licensee's designated Technical Contact. Licensee shall designate a contact with sufficient technical background to report Software problems and receive support under the terms of Section 3. To the maximum extent practicable, Licensee communications with Licensor will be through Licensee's Technical Contact.
- b. **No Modification of Software.** Licensee agrees not to modify, enhance, or otherwise alter the Software, unless and only to the extent specifically authorized in the Software documentation or the prior written consent of Licensor is obtained.
- c. **Error Documentation.** Upon detection of any error in the Software, Licensee, as requested by Licensor, agrees to provide data that the Licensor may reasonably request in order to reproduce operating conditions similar to those present when the error occurred. Licensee agrees to identify and document for Licensor currently installed releases of and all changes to operating and language support software that Software requires for its successful operation, as determined by Licensor. Error documents will be provided to Licensee as requested.
- d. **Access.** If deemed necessary by Licensor, Licensee agrees to provide Licensor remote access to Software via Internet or other means to correct any problem with Software. If remote access is not available due to reasons acceptable to Licensor, required files must be provided to Licensor via uploading to Licensor's designated Internet site.
- e. **Interface to other Applications:** This agreement includes support for the interface to other application software that is part of the original contract. This support DOES NOT cover changes made by other vendor in their product, which causes the interface to not function as outlined in original contract.

7. Termination

Licensor shall have the right to terminate this Agreement and all services provided pursuant to this Agreement (a) upon termination of the Licensee's Software License Agreement by either party for any reason, and (b) if Licensee or its employees or agents violate any provision of this Agreement and Licensee fails to cure such violation within thirty (30) days after receipt of written notice from Licensor.

8. Ownership

Licensee acknowledges that Licensor owns all proprietary rights, including patent, copyright, trade secret, and other proprietary rights, in and to the Software and corrections, bug fixes, enhancements, updates, or other modifications to the Software.

9. Infringement of Third Party Rights - Section Removed

10. Limitations

No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises. Neither party shall be liable to the other for lost profits or indirect, special, or consequential damages arising out of this Agreement, even if the party has been notified of the possibility of such damages. Under no circumstances will liability exceed the amounts paid by Licensee to Licensor under this Agreement.

11. General Provisions

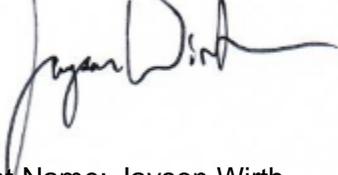
- a. Assignment. Licensee will not assign or sublicense, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld.
- b. Complete Agreement Amendment. This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by both parties.
- c. Waiver. The waiver or failure of Licensor to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
- d. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- e. Governing Law. This agreement is to be construed in accordance with the law of the State of Alabama.

LICENSOR:

Licensee

END2END PUBLIC SAFETY

By:



Print Name: Jayson Wirth

Title: Support Manager