

RapidSOS Paid Modules Order Form

<p>RapidSOS Contact Information RapidSOS, Inc. 3 Park Ave, Floor 22 New York, NY 10016 United States</p> <p>Name: Angela Paulini Title: Regional Sales Manager, Midwest Email: apaulini@rapidsos.com Phone: (216) 276-3395</p>	<p>Customer Contact Information State of South Dakota 710 N 12th St, APT 3 Spearfish, SD 57783 United States</p> <p>Jason Husby, State 911 Coordinator jason.husby@state.sd.us 605-900-7198</p>
<p>Effective Date: Date on which this Order Form is fully executed by both parties</p>	
<p>Initial Term (in months): 24 from Subscription Start Date</p>	
<p>Subscription Start Date: The earlier of (a) go-live of first Purchased Module(s), as determined by RapidSOS, or (b) 90 days from the Effective Date</p>	
<p>Renewal: Upon the expiration of the Initial Term, the subscription will automatically renew for three (3) additional 12-month periods (each, a “Renewal Term” and together with the Initial Term, the “Term”), unless either party provides the other party with notice of non-renewal at least ninety (90) days prior to expiration of the then- current Term via email to the RapidSOS individual identified in the working documents between the parties. Verbal cancellations for upcoming Renewal Terms shall not be accepted.</p>	
<p>Subscription Product Invoice Terms:</p> <ul style="list-style-type: none"> ● Annual upon anniversary of Subscription Start Date ● Net 30 	
<p>Additional Payment Terms:</p> <ul style="list-style-type: none"> ● One-time Services fees due net 30 days of the Effective Date ● Invoices issued thirty (30) days before Subscription Start Date (for the Initial Term) and up to thirty (30) days prior to the start of each anniversary the Subscription Start Date ● Payments will be made electronically 	

Product	Annual License Price	License Count	Term (mo)	Discount	Total Cost
GIS Incident Mapping - RapidSOS hosted	\$3,600	60	24	20.83%	\$171,000
The GIS module incorporates locally authoritative GIS data into RapidSOS UNITE, streamlining workflows and enhancing resilience during outages. Includes: - Integration of an agency-specific basemap - Integration of a geocoder based on local GIS data - Ability to integrate with NENA EPRC or locally flown aerial imagery					

One-time Services	One Time Price Per ECC	Quantity	Discount	Total Cost
GIS set-up fee	\$2,500	29	100%	\$0
One-Time Total				\$0

Total Contract Value	\$342,000
-----------------------------	-----------

Terms and Conditions

This order ("Order") is entered into by and between RapidSOS, Inc. ("RapidSOS") and the Customer identified in the signature block. This Order, together with the annexes, is governed by the terms and conditions of RapidSOS's Master Services Agreement with the State of South Dakota, attached hereto as Annex I, including its exhibits, references, and/or addenda (collectively, the "Agreement"). By purchasing the above services ("Purchased Module(s)"), the Customer acknowledges and agrees to adhere to the End User License Agreement (EULA) and/ or Addendum terms specific to each product listed in the Annexes attached to this Order.

Annexes. The following Annexes are appended to and a made a part of this Order:

- o Annex I - Master Services Agreement with State of South Dakota
- o Annex II - RapidSOS GIS - RapidSOS-hosted Statement of Work

Except as expressly provided herein, the terms and conditions of the Agreement remain in full force and effect as to any services previously purchased. Customer is responsible for complying with the requirements of the Statement of Work ("SOW"), if any, which is incorporated by reference into this Order Form.

Customer's access to RapidSOS Purchased Module(s) will not be provided by RapidSOS until RapidSOS has received this signed Order Form from Subscriber, together with the Budgetary Quote and the final SOW.

Option for County or Local Agency Purchase of Additional Modules

The Parties agree that in addition to the Purchased Modules of this Order, county or local agencies within the State of South Dakota may purchase licenses for additional Purchased Modules sold by RapidSOS under the terms of the RapidSOS Master Services Agreement with the State of South Dakota as attached hereto as Annex I and any additional product-specific EULA and/ or SOW.

Additional Modules can be purchased by county or local agencies within the State of South Dakota (“Local Purchasing”) for the pricing and discounts in Appendix I. To purchase additional Modules, Agencies will utilize the template order form in Appendix II.

Signature Line

The signatories to this Order represent that they are duly authorized to execute this Order Form and the Agreement on behalf of the party they represent.

ORDER EFFECTIVE DATE: Effective Date Upon Signature hereof.

<p>STATE OF SOUTH DAKOTA SIGNATURE:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>RAPIDSOS SIGNATURE:</p> <p>Name: Chad Somodi</p> <p>Title: VP, Public Sector Sales</p> <p>Date: _____</p>
--	---

Appendix I - Price List to County and Local Agencies for Local Purchasing

Optional Agency-Funded Modules for Individual Agencies

Subscription	Annual License Price	License Count	Term (mo)	% Discount	Total Cost
GIS - RapidSOS hosted	\$3,600.00	1	24	20.83%	\$2,850.00
<p>The GIS module incorporates locally authoritative GIS data into RapidSOS UNITE, streamlining workflows and enhancing resilience during outages.</p> <p>Includes:</p> <ul style="list-style-type: none"> - Integration of an agency-specific basemap - Integration of a geocoder based on local GIS data - Ability to integrate with NENA EPRC or locally flown aerial imagery - Single Sign-On (SSO) allows Agency and Agency Permitted Users to access RapidSOS UNITE with one login <p>SSO may be offered via third-party services. RapidSOS and its SSO Providers may share and manage account information. By using SSO, Agency and Agency Permitted Users: 1) grant RapidSOS and its SSO Providers the rights to use, copy, store, and modify any user-submitted content, 2) agree to keep their login credentials confidential and notify RapidSOS of any security breaches, 3) can only access SSO through their employing agency and must have authority to create accounts on the agency's behalf</p>					
Alarm Call Automation	\$1,800.00	1	24	15%	\$1,530.00
<p>The Alarm Call Automation module uses AI to answer & process traditional 10-digit alarm calls as Digital Alerts within RapidSOS UNITE</p> <p>Includes:</p> <ul style="list-style-type: none"> - New 10-digit phone line powered by RapidSOS HARMONY - Agency-specific configuration to gather data for ECC alarm protocols - Built-in transfer mechanism to escalate calls to telecommunicators as needed 					
Communicator	\$2,400.00	1	24	15%	\$2,040.00
<p>The Communicator module adds intelligence to maximize text and video communication within RapidSOS UNITE</p> <p>Includes:</p> <ul style="list-style-type: none"> - Real-time language translation for text and chat in 175+ languages - Video on-screen transcription with audio translation in 65+ languages - Unlimited configurable quick-reply templates to save time - Text, Video and Multimedia storage and retrieval for up to 7 years 					
Intelligent Analyst	\$4,000.00	1	24	15%	\$3,400.00
<p>The Intelligent Analyst module leverages RapidSOS UNITE data to provide a holistic view of calls, texts and sensor-based alerts.</p> <p>Includes:</p> <ul style="list-style-type: none"> - Reporting on 911 call metrics from an agency's CDR data - Additional analytics for texts and admin calls included in CDR data and Digital Alerts - Implementation and configuration for agency's CDR data <p>Intelligent Analyst Multi-Agency Connection module compiles, analyzes and shares data insights across your region or state.</p>					

Field (<100 incidents/yr)	\$305.00	1	24	15%	\$259.00
Field (>100 incidents/yr)	\$810.00	1	24	15%	\$688.00

The Field module enhances first responder situational awareness with the power of connected data from RapidSOS UNITE

Includes:

- Field responder application with bidirectional data sharing
- Integration options with an agency's CAD
- Ability to view location and status of field units in RapidSOS UNITE

One-time Services	One Time Price Per ECC	Quantity	Term	% Discount	Total Cost
GIS Set-Up Fee	\$2,500.00	1	N/A	0%	\$2,500.00
Alarm Call Automation set-up fee	\$1,500.00	1	N/A	0%	\$1,500.00
Communicator set-up fee	\$1,500.00	1	N/A	0%	\$1,500.00
Intelligent Analyst set-up fee	\$2,500.00	1	N/A	0%	\$2,500.00

Appendix II - TEMPLATE South Dakota Add-On Order Form

<p>RapidSOS Contact Information</p> <p>3 Park Ave Floor 22 New York, NY 10016</p> <p>Regional Manager Name: Regional Manager Title: Regional Manager Email: Regional Manager Phone:</p>	<p>Customer Contact Information</p> <p>Agency Name: Agency Address:</p> <p>Agency Contact 1: (Name, title, email, phone) Agency Contact 2: (Name, Title, email, phone)</p>
<p>Effective Date: Date on which this Order Form is fully executed by both parties</p>	
<p>Add-On Initial Term (in months): [X] from Add-On Subscription Start Date</p>	
<p>Add-On Subscription Start Date: Effective Date</p>	
<p>Renewal: Upon the expiration of the Initial Term, the subscription will automatically renew for three (3) additional 12-month periods (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either party provides the other party with notice of non-renewal at least sixty (60) days prior to expiration of the then- current Term via email to the RapidSOS individual identified in the working documents between the parties. Verbal cancellations for upcoming Renewal Terms shall not be accepted.</p>	
<p>Subscription Product Invoice Terms:</p> <ul style="list-style-type: none"> ● Partial Term will be invoiced following Effective Date and due Net 30 ● Annual upon anniversary of Add-On Subscription Start Date ● Net 30 	
<p>Additional Payment Terms:</p> <ul style="list-style-type: none"> ● One-time Services fees due net 30 days of the Effective Date ● Invoices issued thirty (30) days before Subscription Start Date (for the Initial Term) and up to thirty (30) days prior to the start of each anniversary the Subscription Start Date ● Payments will be made electronically 	

Add-On Product	Annual License Price	License Count	Term	Discount	Total Cost
----------------	----------------------	---------------	------	----------	------------

One-time Add-On Services	One Time Price Per ECC	Quantity	Discount	Total Cost
--------------------------	------------------------	----------	----------	------------

Total Add-On Contract Value	
------------------------------------	--

Terms and Conditions

This order for additional Purchased Module(s) ("Add-On Order") is entered into by and between RapidSOS, Inc. ("RapidSOS") and the Customer identified in the signature block. This Add-On Order, together with the annexes, is governed by the terms and conditions of the RapidSOS Master Services Agreement with South Dakota, which remain in full force and effect. These terms are incorporated by reference into this order form and govern this transaction.

Annexes. The following Annexes are appended to and a made a part of this Order:

- o Annex II - EULA(s)
- o Annex III - SOW(s)

Customer is responsible for complying with the requirements of the Statement of Work ("SOW"), if any, which is incorporated by reference into this Add-On Order Form.

Customer's access to RapidSOS Purchased Module(s) will not be provided by RapidSOS until RapidSOS has received this signed Add-On Order Form from Subscriber, together with the Budgetary Quote, if any, and the final SOW.

Signature Line

The signatories to this Order represent that they are duly authorized to execute this Order Form and the Agreement on behalf of the party they represent.

ORDER EFFECTIVE DATE: Effective Date Upon Signature hereof.

<p>[AGENCY NAME] SIGNATURE:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>RAPIDSOS SIGNATURE:</p> <p>Name: Chad Somodi</p> <p>Title: VP, Public Sector Sales</p> <p>Date: _____</p>
--	---