

## ReadyOp License Agreement

This License Agreement ("Agreement") is entered into as of the last date signed below (the "Effective Date") by and between Cleartronic, Inc. d/b/a ReadyOp Communications, Inc. ("RCI") and Lexington-Fayette Urban County Government ("You"). The ReadyOp and Alastar platforms ("ReadyOp Solutions") are secure web-based applications that integrate multiple databases and a communications platform to support planning, response, operations and communications for client organizations. The ReadyOp Solutions are the sole property of RCI. The ReadyOp Solutions are offered as licensed services for use only under the terms of this license. RCI, the license provider, reserves all rights not expressly granted in this Agreement.

Client Organization: Lexington-Fayette Urban County Government

ReadyOp Planned Service Start Date: January 31, 2025

1. RCI will grant a license to your organization to use the ReadyOp Solutions for the period of one year. This Agreement and the license granted to You hereunder will automatically renew each year for an additional twelve (12) month period. Notwithstanding anything to the contrary herein, either party may terminate this Agreement upon thirty (30) days prior written notice. You agree that use in your organization will be in accordance with the ReadyOp Solutions End User License Agreement included below. The start date for your annual service will be the date when RCI provides the login credentials to you for your ReadyOp Solutions site unless otherwise agreed between RCI and You.
2. RCI Responsibilities. RCI shall: (i) provide our basic support for the ReadyOp Solutions to You at no additional charge, (ii) use commercially reasonable efforts to make the ReadyOp Solutions available 24 hours a day, 7 days a week and (iii) provide the ReadyOp Solutions only in accordance with applicable laws and government regulations.
3. RCI Protection of Your Data. We shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 8.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.
4. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users within the Lexington-Fayette Urban County Government unless approved in advance by RCI, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.
5. RCI will provide your organization with the ability to create secure login credentials for the the ReadyOp Solutions for your organization. You agree to maintain the security and

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confidentiality of all ReadyOp login credentials. You will be granted a maximum number of annual User Licenses per your payment, as applicable, and agreement with RCI. As applicable, if your organization grants licenses in excess of the maximum number paid for by You, You agree to pay to RCI within 30 days the amount as specified in Quote for Services offered to You by RCI.

6. The ReadyOp Solutions are an Internet-based service. As such, RCI cannot and does not guarantee access at all times to ReadyOp or Alastar. RCI will endeavor to have the ReadyOp Solutions platform operational and accessible at all times; however, as the website is accessed via the Internet and public communications systems, RCI cannot and does not guarantee access to the ReadyOp and/or Alastar sites at all times by all users. Likewise, RCI cannot and does not guarantee absolute security of its platform or of your data stored at the ReadyOp Solutions website. We will do our best to secure both the ReadyOp and Alastar site and your data, but we cannot guarantee success against current and future cyberattacks or other attacks by individuals outside RCI.
7. Confidentiality: During the term of this Agreement, confidential or proprietary information will be transmitted or otherwise provided by or on behalf of one Party (the "Discloser") to the other Party (the "Recipient"). Both Parties shall maintain and preserve to the maximum extent permitted by law the confidentiality of any such information and shall be entitled to obtain injunctive relief as required to enforce these provisions. Notwithstanding anything to the contrary, RCI agrees that it will not use or disclose any "nonpublic personal information" on a member or employee of your organization or any of its affiliates that is made available to or provided by you, excluding "nonpublic personal information" already in Recipient's possession from other sources, for any purpose other than as required for the performance of the obligations under this Agreement. RCI will take all reasonable measures, including without limitation such measures as it takes to safeguard its own confidential information, to (i) ensure the security and confidentiality of all such personal identifying information (PII), (ii) protect against anticipated threats or hazards to the security or integrity of such PII, and (iii) protect against unauthorized access to or use of such PII, including but not limited to the proper disposal of such information. RCI further agrees to promptly notify you in the event that any PII is accessed by any unauthorized person while in the custody of ReadyOp. In addition, RCI, including its affiliates, will not disclose such PII to any third party unless the Recipient obtains the prior written consent from your organization, except as otherwise required by law.

We want you and your organization to enjoy the use of the ReadyOp Solutions and to employ its capabilities to support your organization and its activities. Our goal is to provide you with effective and efficient tools for your use. Please contact us if you experience any issues or have any questions. We will endeavor to do our best to support you and the authorized ReadyOp Solutions users in your organization.

For ReadyOp Communications, Inc.:



Name/Title: Marc Moore/CEO \_\_\_\_\_

Date: 11/7/24

For Lexington-Fayette Urban County Government:



Name/Title \_\_\_\_\_

Date: \_\_\_\_\_

## **ReadyOp and Alastar End User License Agreement**

The ReadyOp and Alastar programs are the sole property of ReadyOp Communications, Inc ("RCI"). ReadyOp and/or Alastar are offered to you as licensed services for use only under the terms of this license. Neither ReadyOp nor Alastar have not and will not be sold to You. RCI, the license provider, reserves all rights not expressly granted to You. ReadyOp and Alastar are referred to in this License Agreement as the ReadyOp Solutions or the "Licensed Applications."

1. **Scope of License:** This license granted to You for the ReadyOp Solutions by RCI is a nontransferable license to use the ReadyOp Solutions on any computer device You own or control. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of ReadyOp, any updates, or any part thereof. Any attempt to do so is a violation of the rights of RCI. If You breach this restriction, You may be subject to prosecution and damages. The terms of the license will govern any upgrades provided by RCI that replace and/or supplement the ReadyOp Solutions, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.
2. **Termination.** The license is effective until terminated by You or RCI. Your rights under this license will terminate automatically without notice from RCI if You fail to comply with any term(s) of this license. Upon termination of the license, You shall cease all use of the ReadyOp Solutions.
3. **Services. Third Party Materials.** The ReadyOp Solutions may enable access to RCI's and third party services and web sites (collectively and individually, "Services"). Use of the Services may require Internet access and that You accept additional terms of service.

You understand that by using any of the Licensed Applications, You may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, You agree to use the Services at Your sole risk and that RCI shall not have any liability to You for content that may be found to be offensive; indecent, or objectionable.

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, You acknowledge and agree that RCI is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. RCI does not warrant or endorse and does not assume and will not have any liability or responsibility to You or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to You. Financial information displayed by any Services is for general informational purposes only and is not intended to be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the Services, You should consult with a financial professional. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither RCI, nor any of its content providers,

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You agree that Services may contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that You will not use such proprietary content information or materials in anyway whatsoever except for permitted use of the Services. You agree to not exploit the Services in any unauthorized way whatsoever, including but not limited to, by-trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that RCI is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using any of the Services.

In addition, third party Services and Third Party Materials may not be available in all languages or in all countries. RCI makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent You choose to access such Services or Materials, You do so at Your own initiative and are responsible for compliance with any-applicable laws, including but not limited to applicable local laws. RCI, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice if RCI, in good faith, reasonably believes that You are violating the terms of this Agreement. In no event will RCI be liable for the removal of or disabling of access to any-such Services. RCI may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

NO WARRANTY: YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE READYOP SOLUTIONS IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE READYOP SOLUTIONS AND ANY SERVICES PERFORMED OR PROVIDED BY READYOP ("READYOP SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND RCI HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE READYOP SOLUTIONS AND ANY READYOP SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. RCI DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE READYOP SOLUTIONS, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE READYOP SOLUTIONS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE READYOP SOLUTIONS OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE READYOP SOLUTIONS OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RCI OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE READYOP SOLUTIONS OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. EXCEPT WHERE ARISING OUT OF RCI'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ILLEGAL ACTS AND TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL RCI BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS

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OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE READYOP SOLUTIONS, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF RCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. Except where arising out of RCI's gross negligence, willful misconduct, or illegal acts, in no event (during the period that the products and services are being offered to You at no cost) shall RCI's total liability to you for all damages (other than as maybe required by applicable law in cases involving personal injury) exceed the amount of one hundred dollars (\$100.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

You may not use or otherwise export or re-export the ReadyOp Solutions except as authorized by United States law and the laws of the jurisdiction in which the ReadyOp Solutions were obtained. In particular, but without limitation, the ReadyOp SOLUTIONS may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the US. Department of Commerce Denied Person's List or Entity List. By using any ReadyOp Solutions, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

The laws of the Commonwealth of Kentucky, excluding its conflicts of law rules, govern this license and your use of ReadyOp. Any and all disputes arising out of or in connection with this Agreement shall be resolved in the courts in and for said state, with venue in Fayette County, Kentucky. Your use of ReadyOp may also be subject to other local, state, national, or international laws.