IntelliComm Guidecard eBook

Subscription Agreement

This Subscription Agreement ("Agreement") is entered into by and between Association of Public-Safety Communications Officials International, Inc., a non-profit corporation with offices at 1426 Prince St, Alexandria, VA 22314 ("APCO"), and the purchasing organization identified on the invoice Jeffcom 911 Communications at 81 Elkins Rd, Port Hadlock, WA 98339-9700. This Agreement governs Agency's purchase of the IntelliComm Guidecard eBook subscription.

1. Definitions

1.1 "IntelliComm Guidecard eBook" or "eBook" means APCO's proprietary guidecard content provided in Adobe PDF format.

1.2 "Position" means a single operational seat or workstation within the Agency's communications center that is staffed by one or more call-takers, dispatchers, or telecommunicators during rotating shifts. A Position is tied to the workstation itself rather than the individual employees who occupy it.

1.3 "Subscription Term" means one (1) year beginning on the date APCO publishes and delivers the eBook to Agency (the "Subscription Start Date").

2. Product Delivery & Access

2.1 Delivery Method. APCO will deliver the eBook by email or via e-signature delivery method (e.g., through an e-sign platform).

2.2 Access Start. Agency's access and the Subscription Term begin on the date the eBook is published and delivered to Agency.

2.3 No Printing. Printing of the eBook is not permitted.

3. License Grant & Use Scope

3.1 License. Subject to this Agreement and payment of applicable fees, APCO grants Agency a limited, non-exclusive, non-transferable license to use the eBook internally within Agency and only in connection with Agency's licensed Positions.

3.2 Position-Based Licensing. Agency selects the number of Positions at purchase. Licenses are intended for use at Agency's Positions, not for personal, shared-outside, or general distribution.

3.3 Prohibitions. Agency shall not, and shall not permit any third party to:

- print, publish, post, or distribute the eBook outside Agency;
- sublicense, sell, rent, lease, loan, or otherwise transfer the eBook or any rights to it;
- copy or share the eBook outside Agency or with affiliates, vendors, or partner entities;

- remove or alter proprietary notices;
- reverse engineer, decompile, or attempt to derive underlying content structure or compilation methods;
- adapt or convert the eBook for use within software or on technology platforms;
- use the eBook to create derivative works or a competing product;
- data mine, scrape, or use the eBook to train AI models;
- circumvent any access controls, watermarking, or similar protections.

3.4 Compliance. Agency agrees to comply with APCO fact-finding efforts digitally, or on-site in the rare case, if APCO reasonably believes the Agency has violated the above prohibitions or circumvented controls on eBook access to enable utilization beyond expiration.

3.5 All Rights Reserved. Agency acknowledges that APCO retains complete ownership of the IntelliComm Guidecard eBook and all intellectual property residing therein and that this Agreement shall not be construed as a transfer of any right, title, and interest by APCO in and to the eBook, its content, structure, templates, methodologies, and all related intellectual property.

3.6 Customer-Supplied Content. Agency retains use of content it provides for edits; the compiled eBook and all APCO IP remain APCO's property.

3.7 EMD Obligations. If subscribing to a version of the Emergency Medical Dispatch (EMD) eBook, Agency agrees EMD shall be conducted by Agency in strict compliance with the requirements provided in the implementation guide for the APCO EMD program ("Implementation Guide"), including but not limited to training of instructors and employees, re-certification, and engaging a local medical director to assist Agency in the configuration of EMD-related guidecards.

4. Term, Renewal & Changes to Positions

4.1 Term. The Subscription Term is one (1) year from the Subscription Start Date.

4.2 Renewal. The subscription does not auto-renew. Agency must renew and pay the renewal fees prior to the end of the Subscription Term. Access expires on the Subscription End Date if renewal payment is not received. No grace period applies.

4.3 Position Adjustments. During the Subscription Term, Agency may add or remove Positions:

- Adds are pro-rated monthly based on the number of full months remaining in the Subscription Term.
- Removals do not entitle Agency to any refund or credit.

5. Fees, Billing & Taxes

5.1 Fees. Per-Position annual fees are set forth in APCO's then-current price list or applicable invoice. Fees for Positions added mid-term are pro-rated monthly. Fees for removed Positions are not refunded.

5.2 Invoicing & Payment Terms. Agency will be invoiced with Net 30 payment terms. Access begins upon publication/delivery (Section 2.2).

5.3 No Refunds. All fees are non-refundable, except pursuant to certain remedies otherwise specified in this Agreement.

5.4 Taxes. Unless Agency is an exempt entity, Agency shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, federal, state, or otherwise, however designated which are levied or imposed by reason of the transactions contemplated by this Agreement. Agency agrees to promptly pay to APCO an amount equal to any such items actually paid, or required to be collected or paid by APCO. If Agency is an exempt entity, Agency will provide APCO with proof of exemption in writing within thirty (30) days of APCO's written request of such proof.

6. Edits & Revisions

6.1 Included Edits. Each Agency subscription includes two (2) edits per Subscription Term, per Agency (not per Position).

6.2 Definition of Edit. Any requested change, regardless of size or complexity, counts as one (1) edit.

6.3 Submission Process. Agency shall submit edit requests by email to sales@apcointl.org.

6.4 Turnaround. APCO performs edits on a best-effort basis with no guaranteed timeframe.

6.5 Revision Edits. After APCO implements an edit, Agency may review and either approve or request up to three (3) revision edits related to that same original edit request.

6.6 Additional Edits. Additional edits beyond the included two (2) may be purchased priced upon request based on complexity.

6.7 No Rollover. Unused edits do not roll over to future Subscription Terms.

7. Warranties & Disclaimers

7.1 APCO warrants that it will support the Agency with delivery of the eBook in a professional and workman like manner consistent with general industry standards and the eBook will perform substantially in accordance with the specifications provided to Agency.

7.2 APCO EXPRESSLY DISCLAIMS TO THE EXTENT PERMITTED BY APPLICABLE LAWS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8. Mutual Indemnity and Limitation of Liability

8.1 To the extent permitted by applicable laws, APCO and Agency shall each indemnify and defend the other party against all losses, liabilities, claims, causes of action and other expenses, including

reasonable attorneys' fees, arising from activities of the indemnifying party that result from the negligence of the indemnifying party or its agents.

8.2 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY AGAINST WHICH A CLAIM IS MADE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ABOVE NOTWITHSTANDING, APCO's LIABILITY SHALL BE LIMITED TO (i) THE AMOUNT PAID BY AGENCY UNDER THIS AGREEMENT OR (ii) THE COVERAGE LIMITS IN THE CASE OF DAMAGES FOR WHICH INDEMNITY COVERAGE IS PROVIDED BY APCO'S INSURANCE CARRIERS.

9. Termination

9.1 Termination for Cause. Either party may terminate this Agreement if the other party materially breaches any provision and fails to cure such breach within thirty (30) days after receiving written notice of the breach.

9.2 Effect of Termination. Upon termination, Agency's access to the eBook shall immediately cease. Fees are non-refundable.

10. Force Majeure

Neither party shall be deemed in breach of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted, or prevented by reason of any acts of God, of any government, of war, terrorism, civil disturbance, riots, natural disaster, fire, floods, unusually severe weather conditions, epidemics, quarantine restrictions, lockouts, strikes, freight embargoes, communication line or power failures or any other act or condition beyond the reasonable control of the party in question.

11. General Provisions

11.1. Notices. All notices and other communication hereunder shall be in writing to the receiving party's address herein or as a party may later designate, and shall be deemed to have been given if (i) by hand, at the time of delivery thereof, (ii) by e-mail, at the time of transmission, or (iii) by overnight courier, on the next business day following pickup.

11.2. Waiver. Any failure or delay by either party to enforce any right or provision of this Agreement shall not constitute a waiver of that right or provision.

11.3. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

11.4**.** Choice of Law. The parties agree that this Agreement shall be governed and construed in accordance with the laws of the defending party without regard to conflicts of laws principles. The parties hereby agree that in the event of any litigation between them, such proceeding shall be brought

exclusively within the courts of the defending party and the parties irrevocably consent and submit to the jurisdiction of, and venue in, the aforementioned courts, and further waive any claim that a proceeding brought therein has been brought in an inconvenient forum.

11.5. Attorneys' Fees. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs reasonably incurred, including but not limited to, reasonable attorneys' fees, whether incurred in settlement, at trial, on appeal, or in bankruptcy.

11.6. Assignment. Agency may not assign, transfer, delegate, or sublicense this Agreement, in whole or in part, without APCO's prior written consent, which shall not be unreasonably withheld. Any attempted assignment without such consent is null and void. APCO may assign, delegate or transfer any of its rights or obligations hereunder provided such designee is able, willing and agrees to fulfill the applicable terms of the Agreement.

11.7. Entire Agreement. This Agreement (including invoices, exhibits, schedules, embedded hyperlinks) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, communications, representations, or understandings, whether written or oral.

12. Signatures

IN WITNESS WHEREOF, the parties by and through their undersigned representatives, possessing full right, authority, and approval to enter into this Agreement, have executed this Agreement as of the date of the last signatory below.

Jeffcom 911 Communications:

Signature:

_____

Name: Matt Stewart

Title: Director

Date: _____

APCO International:

Signature:

_____

Name: Mel Maier

Title: CEO & Executive Director

Date: _____

Approved as to Form:



Eric T. Quinn, Attorney at Law