



# *Firefighter Response System Terms of Service*

U.S. Patent No. 7,898,410

By signing into the Firefighter Response System (FFRS) service or using any part or service of FFRS, you agree that you have read, understand, and consent to be bound by this Agreement. If you do not agree to all the terms of this agreement, do not sign into FFRS or use any part or service of FFRS.

## **1. Your relationship with FFRS, LLC**

Your use of the FFRS application (referred to collectively as the "Services") and its services is subject to these Terms of Service, which are a legal agreement between you and FFRS, LLC, providers of FFRS. Nothing contained in these Terms of Service shall create or be deemed to create any relationship of agency, joint venture or partnership between FFRS, LLC and you.

## **2. Accepting the Terms**

In order to use FFRS and its services, you must first agree to the Terms of Service. By signing into FFRS and using the service, you understand and agree that FFRS, LLC will treat your use of FFRS as acceptance of the Terms of Service from that point onwards. You should print off or save a copy for your records. If you are unable to print off a copy and would like one, you may request one from FFRS, LLC. You may not use FFRS and may not accept the Terms of Service if you are not of legal age to form a binding contract with FFRS, LLC.

## **3. Use of the Services**

*Use.* The terms that come with any FFRS, LLC software associated with the Service apply to your use of that software. Your right to use the software ends when your right to use the service terminates or expires.

*Scope of License.* Patent, Copyright and other intellectual property laws and treaties protect the software. The software is licensed, on a non-exclusive revocable basis. It is not purchased or sold. This Agreement only gives you limited rights to use the software in accordance with these Terms of Service hereafter. FFRS, LLC reserves all other rights. Without limiting the generality of the foregoing, you may not:

work around any technical limitations in the software,

reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits it, despite this limitation,

publish the software for others to copy,

use the software in any way that is against the law, rent,

lease, sublicense or lend the software, or

*Export Laws.* The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users, and end use.

## **4. Intended Use**

The Services provided hereunder are to be used solely as a supplement to your existing protocols and procedures and shall not be used to replace your existing dispatch system used for emergency alerting during an actual emergency. FFRS, LLC makes no guarantees or warranties as FFRS, LLC, cannot control the speed or reliability of messages sent or received by the FFRS application to your devices. This service is not to be relied upon under any circumstances as the primary means of notification, and is designed only for general, non-emergency notifications.

## **5. Warranty**

THE FFRS SYSTEM IS PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. FFRS, LLC, MAKES NO GUARANTEE ABOUT THE RELIABILITY AND ACCURACY OF THE SERVICE. THE SERVICE IS PROVIDED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE."

You may have additional rights under applicable local law that this agreement cannot change. The preceding warranty provisions shall apply to the maximum extent permitted under applicable law.

## **6. Liability Limitation**

IN NO EVENT SHALL FFRS, LLC, BE LIABLE FOR DAMAGES EXCEEDING THE SUM PAID BY YOU FOR ONE (1) YEARS WORTH OF SERVICE PROVIDED BY FFRS, LLC, TO YOU. FFRS, LLC, SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH DAMAGES ARE ALLEGED IN TORT, CONTRACT, INDEMNITY, OR OTHERWISE, EVEN IF FFRS, LLC, HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

You may have additional rights under applicable local law that this agreement cannot change. The preceding liability limitation provisions shall apply to the maximum extent permitted under applicable law.

## 7. Intellectual Property Rights

FFRS, LLC, retains all rights, title and interest in and to the Services, including all copyrights, patents, trade secrets, trademarks, and other intellectual property rights. FFRS, LLC, reserves all rights not expressly granted. This agreement does not grant or imply any rights to any FFRS, LLC, trademarks, service marks, trade names, or logos. The Firefighter Response System is covered by U.S. Patent No. 7,898,410

## 8. Feedback

If you give feedback and suggestions about the FFRS Service to FFRS, LLC, you give FFRS, LLC, without charge, the right to use, share, and commercialize your feedback in any way and for any purpose. You also give third parties, without charge, any patent rights needed for their products, technologies, and service to use or interface with any specific parts of the Service that includes the feedback. You will not give feedback that is subject to a license that requires FFRS, LLC to license its software or documentation to third parties. These rights survive this Agreement.

## 9. Privacy

You may have access to certain information, the ownership and confidential status of which is highly important to FFRS, LLC and is treated or designated as confidential. You will not disclose FFRS, LLC's confidential information, directly or indirectly under any circumstances, to any third party without the prior written consent of FFRS, LLC, and you will not copy, transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the confidential information. You will exercise the highest degree of care in safeguarding the confidential information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality.

## 10. Dispute Resolution; Attorney Fees; Applicable Law

Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation or breach thereof, or to the existence, validity, or scope of this agreement or this arbitration agreement, shall be resolved by binding and final arbitration in accordance with the then effective arbitration rules of the American Arbitration Association, and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Notwithstanding any provision of the arbitration rules of the American Arbitration Association, the arbitration shall be held in Oregon, United States of America. THE PARTIES UNDERSTAND AND AGREE THAT BY AGREEING TO THIS ARBITRATION PROVISION, THEY ARE WAIVING THEIR RIGHT TO HAVE A TRIAL BY JURY. THE PARTIES UNDERSTAND AND AGREE THAT BY AGREEING TO THIS ARBITRATION PROVISION, THEIR OPPORTUNITIES FOR COURT AND APPELLATE REVIEW OF ACTIONS AND DECISIONS BY AN ARBITRATOR ARE SHARPLY LIMITED.

In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement and/or any Related Agreement(s), or that arise out of or relate to this Agreement and/or any Related Agreement(s), the prevailing party shall be entitled to reasonable attorney fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or enjoin arbitration or to stay litigation or that hears any exceptions or objections to, or requests to modify, correct or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees incurred in such court proceedings)

This Agreement shall be governed by and construed in accordance with the laws and decisions of the state of Oregon, United States of America, without regard to the conflict of laws rules of such state or any other country, nation, treaty, or other international law.

## 11. Contract Interpretation

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then that part will be replaced with Terms that most closely match the intent of the part that FFRS, LLC, cannot enforce. The remainder of this Agreement shall not be affected by such holding, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

## 12. Assignment

FFRS, LLC may assign this Agreement, in whole or part, at any time in its sole and absolute discretion. You may only assign this agreement with the prior written consent of FFRS, LLC, or its successor, which consent may be withheld in FFRS, LLC's sole and absolute discretion.

## 13. Indemnification

You will indemnify, hold harmless, and defend FFRS, LLC, its officers, directors, parent and/or affiliated companies, employees, agents and subcontractors from liabilities, claims, or damages and expenses whatsoever (including reasonable attorney's fees) arising out of or in connection with use and/or end-users or third parties sharing of the Service(s). Your indemnification obligations apply to claims for damages to real or tangible personal property or for bodily injury or death related to interrupted service(s) errors in the services, network unavailability or any other problems pertaining to FFRS and its services. This indemnification obligation shall survive termination of this Agreement.

## 14. Modifications

Technological changes and improvements may occur during the term of this Agreement. FFRS, LLC may amend this Agreement and/or modify the Service at any time, with or without notice to you. You are responsible to review the most current version of the Firefighter Response System Terms of Service prior to signing in to the Service.

## 15. Force Majeure

FFRS, LLC will not be liable for any loss or damage or be deemed to be in breach of this contract due to any event or circumstance beyond its reasonable control, including war, invasion, electrical shortages, fuel shortages, terrorist attacks, earthquakes, or acts of God.

## 16. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

## 17. Copyright Notice

All contents of the Services are Copyright © 2007 - 2015 FFRS, LLC or its suppliers, 1620 Central Ave Suite 202, Cheyenne, WY 82001, U.S.A. All Rights Reserved. U.S. Patent No. 7,898,410

## 18. Patent

The Firefighter Response System is covered by U.S. Patent No. 7,898,410