



Understanding the Annual Implementation and Maintenance Services

The initial delivery and successful implementation of your Collaborative Response Graphics® (CRGs) with area first responders ensure that your products are accurate and accessible in the event of an incident. Our annual services consist of two main components: updating any structural or label changes that take place in and around your buildings, and the re implementation of your CRGs with area first responders and 911 answering points to address system and personnel changes. Even if no changes take place, it is vital that your maps are verified as accurate and that we offer training each year so emergency responders remain proficient in the use of CRGs.



✓ Annual Site Visits, Updates, and Enhancements

We conduct an in-person or virtual map review every year to ensure your CRGs remain accurate. We will update and redistribute maps following any site changes, whether those are moving room labels, relocating an AED, or conducting major structural renovations. Maps may also be periodically enhanced based on updated templates or standards.

✓ Implementation with your 911 Communication Center

One of the most difficult challenges faced by 911 personnel is receiving emergency calls from locations inside unfamiliar, complex buildings, and needing to relay this information to first responders. Your maps are made accessible to your Emergency Communication Center so that when an emergency call is received from a mapped site, a 911 dispatcher will now be able to quickly reference location information using the CRG. We work with 911 answering points to support and maintain integrations that allow for geolocation of callers and other internal technology systems.



✓ Implementation with Law Enforcement and Fire Service

Your building has multiple public safety departments that provide emergency services to your site. We distribute the maps to your law enforcement agency, fire service, and other specialized units like tactical teams. Each of these agencies may use a different technology platform, like a computer-aided dispatch (CAD) system, to access maps; we offer various file types to support integrations that make the CRGs of your building accessible on first responder systems. We also offer annual CRG training free of cost to these agencies. In accordance with best practices regarding first responder training, annual refreshers ensure the first responder communities remain proficient in the access and use of CRG's.



✓ Compatibility with Third Party Vendors

If you have a video management system, a panic alert system, or any other technology platform that allows you to access map layers, we will work with you and that third party to offer mapping data that is viewable on that platform. We can also produce CRGs in formats that are usable for IT data management or other site-internal purposes. We offer our data to support integrations with your internal systems, such as video management systems and emergency alert applications. We can also provide CRGs in formats that are usable for IT data management, or other internal purposes.



CRITICAL RESPONSE GROUP
America's Common Operating Picture™

QUOTE

Critical Response Group

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Suite 113

Hamilton, New Jersey 08619
United States

732-779-4393
www.crgplans.com

BILL TO
**PA Warren - Warren County School
District**

Brandon Deppen
6820 Market Street
Russell, PA 16345
deppenb@wcsdpa.org

Estimate Number: WCSD71724

Estimate Date: 07/17/2024

Expires On: 10/31/2024

Grand Total (USD): \$4,365.00

Services	Quantity	Price	Amount
Annual Implementation and Maintenance Subscription (Per Site)	9	\$485.00	\$4,365.00
The Annual Implementation and Maintenance plan ensures that Collaborative Response Graphics® remain accurate depictions of the facilities/grounds, distributed to first responders, and available in various formats to support integration into applicable public safety systems, including your Emergency Communication Center through systems which allow emergency calls to be geolocated on the CRGs for your building. Included in this plan is an annual on-site walk-through or virtual map review to ensure the accuracy of our products.			
Implementation and Maintenance Term: October 2024-September 2025			

Total: \$4,365.00

Grand Total (USD): \$4,365.00



Proposal from Critical Response Group

Accepted and Agreed By:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

The information and pricing contained in this proposal are strictly confidential. Signature above acknowledges that the parties stipulate to the Terms and Conditions set forth here: <http://www.crgplans.com/terms-and-conditions> and that Critical Response Group, Inc. is to begin work.



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TERMS AND CONDITIONS

In General

These Terms and Conditions (this "Agreement") shall be effective between the Customer and Critical Response Group, Inc., a New Jersey corporation ("CRG") and governs the purchase and use of the Services by Customer. By execution of one or more Service Orders, Customer accepts the terms of this Agreement and thereby agrees to be bound by the terms and conditions set forth in this Agreement.

1. Definitions; Construction

1.1. Definitions.

"Agreement" means these CRG Terms and Conditions.

"Collaborative Response Graphic" means a proprietary planning and communication product that assigns ground-control-points and critical feature labeling to building schematics, exterior features, pre-planned locations and/or geographic locations to transform them into geo-relevant discrete data sets.

"CRG Technology" means the software applications, tools, application programming interfaces (APIs), connectors, programs, networks and equipment that CRG uses to make its products and related services available to its customers.

"Customer" means the entity or organization identified on a Service Order.



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"Effective Date" means the date on which the Customer executes the first Service Order.

"First Responder Organizations" means a Federal, State, and local governmental and nongovernmental emergency public safety, fire, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities.

"Intellectual Property Rights" means all (a) trade secrets, proprietary information ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, (b) design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, (c) United States patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the United States.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Services" means the CRG products and/or professional services, including any Collaborative Response Graphics, described in one or more Service Orders executed by the Customer.

"Service and Implementation Subscription" means an annual subscription service to maintain and update Collaborative Response Graphics, including their use, storage and distribution, as



not designated a "Service Order", specifying the Services the Customer is purchasing from CRG, as such Service Order may be amended from time to time as mutually agreed by the Customer and CRG. Service Orders shall not include Customer's purchase order forms.

1.2. Construction. This Agreement applies to the provision of all products and Services. The parties may enter into one or more Service Orders that contain additional terms and conditions applicable to the provision of certain Services. Upon execution by the Customer, each Service Order will be incorporated into this Agreement. In the event of any conflict between the provisions of this Agreement and any Service Order, the provisions of the Service Order will prevail, but only to the extent of such conflict.

2. Services

2.1. Services. CRG will (a) make the Services available to Customer pursuant to this Agreement and any applicable Service Orders, (b) provide applicable standard of care and support for the Services at no additional charge (or such other level of support specified in a Service Order), (c) use commercially reasonable efforts, using applicable current industry practices, to ensure the Services do not contain or transmit any Malicious Code, and (d) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime (of which CRG will give advance notice).

2.2 Service and Implementation Subscription. Annual Service and Implementation Subscriptions ensure Collaborative Response Graphics remain accurate and up to date for First Responder Organizations. The Service and Implementation Plan includes the following (3) components:

(a) Enhancements –Collaborative Response Graphics will be updated with new design features, enhancements, technical upgrades and functions, and (if available) new imagery.



made, shared with the Customer and (when approved) distributed. Standard labeling conventions include: (i) rooms, (ii) hallway and wings, (iv) exterior doors, (v) roof access points, (vi) key utility locations (gas shut-off, water/sprinkler shut-off, fire department connections, main electrical shut-off, main fire alarm control panel), (vii) swipe/key fob access points, (ix) Knox box or security box locations, (x) trauma kit and AED locations. Where extensive changes occur at a facility that requires additional Collaborative Response Graphics to be created (i.e. New buildings or additions), or the Customer requests additional labeling features to be included (i.e. Sensors or Security Cameras), an additional fee will incur as determined and an updated the scope of work will be prepared.

(c) Distribution – CRG will interface with First Responder Organizations and third-party vendors identified by the Customer and the relevant First Responder Organizations. CRG may require third-party vendors and First Responder Organizations to enter into additional licensing agreements with CRG for access to and use of the Services on behalf of the Customer. CRG must approve any third-party vendor and may deny access to the Services by any third-party vendor for any reason. Upon the request of the Customer and after any third-party licensing agreements required by CRG are in place, Collaborative Response Graphics contained in Service Orders will be prepared in file formats for integration into software systems for the facility or grounds identified in a Service Order, however, CRG does not warrant or guarantee the capabilities of those software systems, or their ability to ingest or display products. Nothing in this Agreement prevents or restricts CRG from entering into separate licensing agreements with any third-party vendor at any time and charging a separate licensing fee to any third-party vendor for its access to and use of any Collaborative Response Graphics.

(d) Training and Support – Critical Response Group will provide annual training and disseminate recommendations for implementation of Collaborative Response Graphics to the Customer and applicable First Responder Organizations. With forty-five (45) days advance notice, Critical Response Group will support pre-planned emergency response drills conducted by Customer to ensure Collaborative Response Graphics are implemented correctly. The Service and



(e) Payment for the Service and Implementation Subscription is required 30 days in advance of the annual expiration date as determined by the initial delivery date of the Collaborative Response Graphics as listed in the Customer's original Service Order.

(f) If the Customer does not opt into the annual Service and Implementation Subscription, any future changes to Collaborative Response Graphics will require a new Service Order at the full original price.

2.3. Customer Responsibilities. Customer will be responsible for (a) ensuring Customer and its employees or representatives comply with terms and conditions of this Agreement and each Service Order, (b) providing digital floor plans and other data or information needed to meet the terms of a Service Order, (c) making final verification and approval of products prior to distribution, (d) identifying public safety and third party vendors, (e) distributing Collaborative Response Graphics to their appropriate public safety and security agencies, (f) making notifications of any changes to the buildings or grounds of a facility listed in a Service Order, (g) ensuring the accuracy, quality and legality of the Customer Data, the means by which the Customer obtained the Customer Data and Customer's use of the Customer Data in connection with the Services, (h) using the Services only in accordance with this Agreement, any applicable Service Orders and applicable laws and government regulations, (i) immediately notifying Customer's third party vendors to cease the use of products when a Service and Implementation Subscription expires, and (j) allocating the necessary resources and personnel to cooperate with CRG staff in a timely manner to allow the Services to be performed. By contracting with CRG, Customer authorizes the dissemination of Customer Data contained in the Collaborative Response Graphics identified in a Service Order to First Responder Organizations and to various third parties for use in connection with servicing First Responder Organizations and other public safety purposes, which Collaborative Response Graphics may be further disseminated for public safety purposes. .

2.4. Restrictions. Customer will not:



purposes, unless otherwise agreed in writing by the parties,

(b) sell, resell, license, sublicense, share, distribute, give, make available, rent or lease any of the Services, or include any of the Services in a service or outsourcing offering, or provide access to any of the Services to third party vendors, unless otherwise agreed in writing by the parties,

(c) modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof,

(d) frame, imitate or mirror any part of the Services, other than framing on Customer's own intranets or otherwise for Customer's own internal purposes,

(e) access the Services for the purpose of building, selling or marketing a competitive or commercial product or service or copying any Collaborative Response Graphics,

(f) remove or obscure the copyright, trademark, labels, logos or any other proprietary rights or notices included within Collaborative Response Graphics, the Services, CRG Technology, or any documentation or training materials,

(g) disassemble, reverse engineer, or decompile the Services, including CRG Technology or otherwise attempt to obtain or perceive the source code of CRG Technology, or

(h) use the Services in a manner which violates any applicable laws.

2.6. Modifications to Services. The Services may be modified by CRG from time to time as it deems necessary to address changes in technology and the needs of its customers, provided that any such modification will not degrade the functionality of the Services in any material manner, unless required by applicable law. CRG will notify Customer in advance of any material modifications.



content provided in a Third Party Offering. CRG makes no representations, warranties or guarantees with respect the Third-Party Offerings or any content contained therein. CRG may discontinue access to any Third Party Offering through the Services, with or without notice, if the relevant agreement with the applicable third party no longer permits CRG to provide such access.

3. Proprietary Rights and Licenses

3.1. Use of Services. Subject to the terms and conditions of this Agreement, including the Customer responsibilities and restrictions in Sections 2.3 and 2.4, CRG hereby grants to Customer a limited, non-exclusive, non-transferable and non-sublicensable license to use Services listed in the Service Order solely for Customer's operations in its ordinary course of business.

3.2 Use of Services, Third Party Vendors, Service and Maintenance Subscription. Collaborative Response Graphics are a life safety tool shared with First Responder Organizations and multiple associated public safety and security agencies, and third-party vendors who service such agencies, and contain version control standards that are crucial to ensure effective communication and coordination during an emergency. CRG shall not be responsible for any failure of Customer to use the most recent version of the relevant Collaborative Response Graphic(s) or uses of Collaborative Response Graphics that are not updated in accordance with CRG's Implementation and Maintenance plan, and Customer hereby agrees to use any outdated versions at its sole risk.

3.3. Limited License to Use Customer Data. Customer hereby grants to CRG a non-exclusive, sub-licensable royalty-free right and license to aggregate, compile, and otherwise use the Customer Data and associated schematical and measurement information CRG may obtain in connection with its performance of the Services, as necessary to develop the Collaborative Response Graphics and perform the Services necessary to fulfill the customer's order and to



3.4. Statistical Data and Anonymized Data. Without limitation as to its rights in Section 3.3, CRG tracks and collects certain information about how Customers use its Services and uses the information collected to obtain general statistics regarding the use of those Services (collectively, "Statistical Data"). CRG may use Statistical Data for CRG's internal analytical purposes, including the improvement and enhancement of the Services and CRG's other offerings. At times, CRG may review the Statistical Data of multiple customers and may combine, in a non-personally-identifiable format, the Statistical Data with Statistical Data derived from other customers and users to create aggregate, anonymized data regarding usage history and statistics (collectively, "Anonymized Data"). Anonymized Data will not contain information that identifies or could be used to identify Customer or its Users. Customer agrees that Anonymized Data is not Confidential Information of Customer. CRG may use Anonymized Data to create reports that it may use and disclose for CRG's commercial or other purposes.

3.4. Reservation of Rights. No rights or licenses are granted except as expressly set forth herein. Subject to the limited rights expressly granted in this Section 3, all right, title and interest (including all related Intellectual Property Rights) in and to (a) the Services, the Collaborative Response Graphics, and the CRG Technology is retained by CRG, and (b) the Customer Data is retained by Customer.

4. Fees

4.1. Fees. Customer will pay CRG all fees specified in a Service Order. If Customer requests additional work not specified in an initial Service Order, an amended proposal will be prepared for approval by Customer before work begins. Except as otherwise specified in this Agreement or in a Service Order Form, payment obligations are non-cancelable, and fees paid are non-refundable

4.2. Payment Terms. Fees set forth in each Service Order are due within thirty (30) days of receipt of the invoice referencing such Service Order.



Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order or in any way be deemed to modify, alter, supersede or supplement any Service Order or this Agreement.

4.4. Taxes. The fees set forth in each Service Order do not reflect any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). CRG acknowledges and agrees Customer is a political subdivision of the state of origin not subject to taxation. Upon request by CRG, Customer may provide documentation of its tax exempt status.

4.6. Suspension of Services. If any amount owed by Customer is more than 30 days overdue, CRG may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full.

4.7. Payment Disputes. CRG will not exercise its rights under Section 4.6 so long as Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5. Confidentiality

5.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Confidential Information of each party includes the terms and conditions of this Agreement and all Service Orders (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b)



Receiving Party.

5.2. Obligations. The Receiving Party will use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and allied public safety officials who need access for purposes consistent with this Agreement.

5.3. Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. Customer Data

6.1. Data Protection. CRG will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data to the extent it constitutes Confidential Information. Those safeguards will include measures for preventing access, use, modification or disclosure of Customer Data by CRG personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as contemplated in Section 3.3, and (c) as compelled by applicable law. Customer acknowledges and agrees that it is commercially reasonable for CRG to rely upon the security processes and measures utilized by CRG's cloud infrastructure providers.

6.2. Data Breach Notification. CRG will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within custody and control (a "Security Breach") within 72 hours of CRG's confirmation of the nature and extent of the same or when



6.3. Data Retention and Destruction. Except as otherwise required by applicable law, CRG will have no obligation to maintain, update, or provide any Customer Data or Services more than ninety (90) days after the expiration or termination of this Agreement.

7. Term; Termination

7.1. Term of Agreement. Subject to earlier termination as provided below, this Agreement begins on the Effective Date and continues until the last Service Order has expired or has been terminated.

7.2. Termination for Breach. A party may terminate this Agreement or any Service Order (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period,

7.3. Subscription Term and Renewal. The term of each subscription for Services will be as specified in the applicable Service Order. At least 30 days prior to the expiration of a Service Order, CRG will send a new Service Order notifying Customer of the pricing applicable to a renewal subscription for a period equal to the expiring subscription term or one year (whichever is shorter). The new Service Order shall be deemed to be effective if (a) Customer returns the executed Service Order or related purchase order to CRG, (b) Customer remits payment to CRG of the fees set forth in the invoice referencing the Service Order.

7.4. Effect of Termination. Upon termination of this Agreement for any reason, Customer will no longer receive the products and services set forth in the applicable Service Order, all of Customer's third-party vendors must cease access to and use of the Services and remove any Collaborative Response Graphics, CRG Technology, or other materials comprised of and/or describing the CRG Services from their systems, and, except for CRG's right to receive accrued but unpaid fees and as provided in Section 11.12 (Survival), all rights and obligations of the parties hereunder will automatically cease. Notwithstanding the foregoing, termination will not



7.5. Suspension. CRG may suspend Customer's right to use any portion of the Services of the CRG if it determines that Customer's use of the Services (a) poses a security risk to the Services, CRG or any third party, (b) does not comply with this Agreement, a Service Order or applicable law, or (c) may subject CRG or any third party to liability. CRG will endeavor to provide as much notice as is reasonably practicable under the circumstances, and to reinstate the Services as soon as reasonably practicable following resolution of the issue.

8. Representation and Warranties; Disclaimers

8.1. CRG represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement, and to grant the licenses and rights granted to Customer in this Agreement; (b) this Agreement is the legal, valid, and binding obligation of CRG, enforceable against it in accordance with the terms hereof, except to the extent such enforceability may be limited by bankruptcy, reorganization, insolvency or similar laws of general applicability governing the enforcement of the rights of creditors or by the general principles of equity (regardless of whether considered in a proceeding at law or in equity); (c) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement; (d) this Agreement does not conflict with any other contract or obligation to which it is a party or by which it is bound; and (e) it will perform the Services in accordance with this Agreement in a timely, professional and workmanlike manner and that Services shall be free from defects in materials and workmanship and shall conform in all material respect to the Services specifications during the Term of the Agreement. CRG GRANTS NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.2. Customer. Customer represents and warrants that (a) it has the full power and authority to enter into this Agreement, to perform its obligations under this Agreement; (b) this Agreement is the legal, valid, and binding obligation of Customer, enforceable against it in accordance with the terms hereof; (c) it will comply with all applicable laws relating to its performance and/or obligations under this Agreement; and (d) it has authority to provide Customer Data made



8.3. Disclaimer of Implied Warranties. THE WARRANTIES SET FORTH IN SECTION 8.1 AND 8.2 ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY CRG AND CUSTOMER, HEREUNDER, RESPECTIVELY. EACH OF CRG AND CUSTOMER EXPRESSLY DISCLAIMS, AND THE OTHER PARTY HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, UNINTERRUPTED ACCESS, THAT THE SERVICES ARE SECURE, OR THAT THE SERVICES WILL BE AVAILABLE CONSTANTLY AND IN AN UNINTERRUPTED MANNER AND ANY OTHER IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, ALL THIRD-PARTY OFFERINGS ARE PROVIDED "AS-IS" AND CRG MAKES NO REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM. CRG MAKES NO WARRANTY THAT THE SERVICES WILL COMPLY WITH THE LAWS (INCLUDING WITHOUT LIMITATION ANY LAWS RESPECTING DATA PRIVACY) OF ANY JURISDICTION OUTSIDE OF THE UNITED STATES OF AMERICA.

9. Indemnification

9.1. CRG will defend Customer from and against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Services infringe or misappropriate such third party's Intellectual Property Rights, provided CRG is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement. The foregoing obligations do not apply with respect to any infringement resulting from the modification of the Services or combination of the Services with software, hardware, data, or processes not provided by CRG, the continued use of the Services by Customer after being notified of the alleged infringement or after being informed of modifications that would have avoided the infringement, or Customer's use of the Services in violation of this Agreement or the applicable Service Order.



Property Rights, (b) in connection with Customer's violation of any applicable laws, or (c) in connection with a dispute between a User and Customer, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.

9.3. General. To the extent permitted by applicable law, Customer agrees to indemnify, save, and hold harmless Critical Response Group, and its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, demands, judgments, settlement, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (a) any act or omission by any of its officers, directors, employees, or agents; and/or (b) the inaccuracy or breach of any of the covenants, representations, and warranties made in this Agreement. Each party shall promptly notify the other party upon receipt of any claim or legal action referenced in this Section. The provisions of this Section shall survive any termination or expiration of this Agreement.

9.4. Exclusive Remedy. This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. Limitation of Liability.

10.1. Exclusion of Certain Claims. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, COST OF COVER, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING LOSS OF LIFE, BUSINESS, REVENUE OR ANTICIPATED PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF



10.2. Limitation of Liability. EXCEPT WITH REGARD TO LIABILITY FOR THE INDEMNITY OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION) AND THE INTENTIONALLY WRONGFUL ACTS OF EITHER PARTY, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, EXCEED THE SUM OF ALL AMOUNTS REQUIRED TO BE PAID BY CUSTOMER TO CRG IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY.

11. General Provisions

11.1. Entire Agreement. This Agreement and any Service Orders executed by Customer constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto. This Agreement (excluding the Service Orders) may be modified or amended from time to time at the discretion of CRG, and CRG will post the most current version of this Agreement at www.CRG.com/terms-and-conditions. Any Service Order executed or amended, or any subscription term specified in any Service Order which is renewed or otherwise extended, shall be subject to the terms and conditions of this Agreement, as so modified or amended

11.2. No Waiver. The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision.

11.3. Assignment. This Agreement is not assignable, transferable or sublicensable by Customer except with CRG's prior written consent. CRG may assign this Agreement without Customer's consent to a parent, subsidiary, an acquirer of all or substantially all of the assets of CRG or a successor by merger or other business combination. This Agreement shall be binding upon and



11.4. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision will be deemed stricken from the Agreement and the remaining provisions of this Agreement will remain in full force and effect.

11.5. Relationship of Parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect whatsoever.

11.6. Publicity. Unless otherwise provided in the applicable Service Order, CRG with prior written consent from Customer, identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

11.7. No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.8. Resolution of Disputes. Any dispute arising from or relating to the subject matter of the Terms that cannot be resolved within a period of thirty (30) days after written notice of same has been given by one Party hereunder to the other (the "Mediation Date") shall be subject to mediation at the request of either party. School District and Care Solace expressly agree that mediation shall be a condition precedent to the initiation of any litigation arising out of such disputes. Disputes for injunctive relief shall not be subject to this Section..

The parties shall endeavor to resolve their disputes by mediation. Requests for mediation shall be filed in writing with the other party to the Contract. In the event that the parties are unable to agree on a mediator, then the parties shall jointly request the appointment of a neutral mediator by a District Judge in the county in which School District's main administrative office is located.

The parties shall share the mediator's fee equally and, if any filing fee is required, shall share said fee equally. Mediation shall be held within the county where the School District's main administrative office is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, considered for approval by the



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Notwithstanding anything to the contrary in this Agreement or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

Notwithstanding the foregoing, (a) each Party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief at any time, and (b) the language to be used in any and all proceedings arising out of or related to the Terms shall be English.

11.9. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given (a) when received, if personally delivered; (b) when receipt is electronically confirmed, if transmitted by facsimile or e-mail; (c) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and (d) upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be given using the contact information with respect to each party set forth in the applicable Service Order or such other contact information as may be designated by a party by giving written notice to the other party pursuant to this Section 11.9.

11.10. Force Majeure. Neither party will be liable for failure to perform its obligations hereunder, except the obligation to make payment due, to the extent that its performance is prevented, hindered or delayed as a result of strikes, riots, fires, explosions, acts of God, acts of terrorism, war, governmental action, labor conditions, internet service interruptions or slowdowns, vandalism or cyber-attacks, or any other cause beyond the reasonable control of such party.

11.11. Electronic Signatures; Counterparts. Signatures and other express indications of agreement sent by electronic means (facsimile or scanned and sent via e-mail or signed by electronic signature service where legally permitted) will be deemed original signatures. This Agreement may be signed in multiple counterparts, each of which will be deemed an original and which will together constitute one agreement.



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(Section 3.3), the restrictions on Customer's use of the Services (Section 2.4), confidentiality obligations, warranty disclaimers, and limitations of liability.



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