



**ResponseVision Software Applications
and
Emergency Visions Website
Privacy, Security, and Terms of Use Policy**

Revised: November 1, 2006

Proprietary and Confidential

Privacy, Security, and Terms of Use Policy for ResponseVision Software Applications and the EV Website

BY ACCESSING AND USING RESPONSEVISION SOFTWARE APPLICATIONS, OR BY ACCESSING AND USING THE EV WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE ANY RESPONSEVISION SOFTWARE APPLICATIONS, AND/OR THE EV WEBSITE.

AGREEMENT BETWEEN USER AND EMERGENCY VISIONS:

Overview

Emergency Visions ("EV") is committed to protecting the privacy and security of the users of its software applications, and its website. EV's goal is to provide you with secured access to our software applications and to our website in a manner that delivers the information, resources and services that are most relevant and helpful to you. EV operates under the following set of strict privacy principles:

- The only information EV obtains about individual users via either the ResponseVision Software Applications or the EV Website is that supplied voluntarily by users.
- In cases when EV may need personal information to provide users with access to ResponseVision Software Applications, to customized website content, or to inform them about new features or services, users are explicitly asked for that information.
- Personally identifiable information provided by users (name, home address, etc.) will not be disclosed to anyone unless users indicate that EV may do so, or unless required by law, in conjunction with a government inquiry, or in litigation or dispute resolution. The only exception is with ResponseVision Software Applications where software system administrators for the organization for whom an individual is an "authorized user" will have access to personally identifiable information in order to provide software system support for the software licensee.
- Only statistical information about ResponseVision Software Applications Application users, or EV Website users, as a group (usage habits, demographics) may be shared with any affiliate, subsidiary, sponsor, advertiser or partner of EV, unless an appropriate confidentiality agreement is in place. EV employs strict security measures to safeguard online transactions. All personal information is stored in a secured database.

The following discloses EV's Privacy and Security Policy related to information gathering, sharing, and dissemination practices for the access and utilization of the ResponseVision Software Applications and the EV Website. Additional terms and conditions, if any, regarding the collection and use of your information may also be provided to you before you sign up for a particular service. Here you will learn what personally identifiable information of yours is collected, how and when EV might use your information, how EV protects and secures your information, who has access to your information, and how you can correct any inaccuracies in the information.

What Information is Collected

EV collects certain information from its users in two ways: (a) from ResponseVision system software logs, and (b) User supplied information.

(a) System Software Logs

ResponseVision Software Applications log user access to the applications, and actions taken by the user with our applications, down to the field level. All actions are time-stamped, logged, and associated to a specific user ID for audit purposes. Further, EV logs the IP address assigned to your computer whenever you access ResponseVision Software Applications over the Internet. EV collects IP addresses in order to conduct system administration, report aggregate information to affiliates, subsidiaries, sponsors, advertisers or partners, and to conduct site analysis. EV will also use IP addresses to identify any users who refuse to comply with EV's Software License Agreement and Privacy and Security Policy, and to identify users who threaten EV's service, site, user, clients or others.

(b) User-Supplied Information

Access to, and use of, ResponseVision Software Applications requires authorized users to give EV some contact information such as their name, work phone number, e-mail address, and other demographic information such as organization and title/role, and work address. The user's contact information is used for EV to contact the user when necessary, and for local use by system administrators for the organization for whom the individual is an authorized user. Users may also choose (opt-in) to provide personally identifiable information such as personal contact information (e.g., home address, home phone number), or confidential/sensitive information (e.g., drivers license number, state ID number) to the ResponseVision Software Applications, but such information will not be disclosed to other users (other than local system administrators) without the user's prior consent.

External Links from ResponseVision Software Applications, or from the EV Website

In order to provide users with greater value, EV may provide links to various third party Web sites. However, even if a third-party affiliation exists between EV and that destination site, EV exercises no authority over linked sites, each of which maintains independent privacy and data collection policies and procedures. EV assumes no responsibility or liability for these independent methods or actions and is not responsible for the independent policies or procedures of destination sites. Similarly, EV cannot take responsibility for the privacy initiatives or the content of such Web sites. These destination links are provided only for your convenience, and as such, you access them at your own risk.

Third Party Advertising Services on the EV Website

EV may utilize certain third-party advertising services to display advertising for its business partners. If selected by the user on an opt-in basis (by clicking on the advertisement), these third-party services may place a cookie on your computer for the purposes of ad tracking and presentation. EV does not share personally identifiable user information with its advertising services.

Data Security

EV hereby represents and warrants that it will utilize commercially reasonable efforts to implement administrative, technical, and physical safeguards to safeguard all data stored in ResponseVision Software Applications and the EV Website from and against tampering and unauthorized disclosures. This protection includes information submitted by a user (see "Submissions" in Item #7 below) even if such data is made anonymous by removing any identifying information. Further, EV will use security/access software and/or procedures sufficient to reasonably protect against unauthorized access. To that extent, EV shall maintain the confidentiality of passwords and other codes required for accessing ResponseVision Software Applications and the EV Website. Finally, EV will closely monitor the emerging national privacy and security standards, and will use best efforts to comply with these standards as they become available.

Collection of Information on EV Website

The Emergency Visions website contains sections where visitors and registered users are asked for contact and/or demographic information. This information is used to contact the user when necessary, and to provide information and services on an opt-in basis. Users may opt-out of receiving information and future contact from EV; see the opt-in section below. Demographic and profile data is also collected at the EV Website. This information may be shared with affiliates, subsidiaries, sponsors, advertisers or partners on an aggregate basis, but it does not indicate the identity of individual users.

E-Commerce on the EV Website

Some EV Website features may use applications to collect data to facilitate an e-commerce transaction, such as a software license or services purchase. EV will ask your explicit permission to transfer this data to a third party (e.g., conference coordinator) to facilitate this transaction. EV may store this information to verify the transaction for customer service and accounting reasons. EV may also share this information with other third parties on an aggregate basis, but it does not indicate the identity of individual users. See the External Links section above for additional disclaimers regarding third-party Web sites.

Security on the EV Website

The EV Website has security measures in place to protect the loss, misuse and alteration of the information under EV's control. EV employs strict security measures to safeguard online transactions. All personal information is stored in a secured database.

Children's Privacy Protection

The EV Website covered by this Terms of Use policy is not designed for, or targeted at children. EV will not knowingly collect and maintain personally identifiable information from children 13 years of age or younger.

Opt-In

The EV Website gives users the opportunity to opt-in to receive communications and information from EV at the point where EV requests information about the user. This website also gives users the options listed below for removing their information from EV's database in order to stop receiving communications, information, or services; for reviewing, changing and modifying information previously provided. In addition, the ResponseVision Software Applications give authorized users the opportunity to opt-in to access and utilize the software. The ResponseVision Software Applications also give authorized users the opportunities listed below for removing their information from the software and associated software databases, or for changing and modifying their information. If you have any questions about this Terms of Use statement, the practices of the EV Website or your interaction with the EV Website, or the practices of the ResponseVision Software Applications or your interaction with the ResponseVision Software Applications:

- You can send e-mail to: webmaster@emergencyvisions.com (for the EV Website) or to support@emergencyvisions.com (for the ResponseVision Software Applications).
- You can contact your local system administrator (for the ResponseVision Software Applications)

- You can send mail to the following postal address:
Emergency Visions
2110 Spring Hill Court
Smyrna, GA 30080
Attn: Customer Support

- You can call the following telephone number: (770) 436-2474

EV reserves the right to change the terms, conditions, and notices under which the ResponseVision Software Applications and the EV Website is offered. You are responsible for regularly reviewing these terms and conditions. However, please note that we will give users the opportunity to opt-out or prohibit new/unrelated uses of their personal information.

Effective Date: August 1, 2006

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Terms of Use for ResponseVision Software Applications and the EV Website

BY ACCESSING AND USING RESPONSEVISION SOFTWARE APPLICATIONS, OR BY ACCESSING AND USING THE EV WEBSITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE ANY RESPONSEVISION SOFTWARE APPLICATIONS, AND/OR THE EV WEBSITE.

AGREEMENT BETWEEN USER AND EMERGENCY VISIONS

1. Restrictions on Use.

The ResponseVision Software Applications and the Emergency Visions Website is owned and operated by Emergency Visions ("EV"). Access to the ResponseVision Software Applications and/or the EV Website is offered to you conditioned upon your acceptance without modification of the terms, conditions, and notices contained herein (the "Agreement"). Access to, and utilization of, the ResponseVision Software Applications is also contingent upon the terms and conditions of the Software License Agreement and your status as an "authorized user" of the organization licensed under that agreement. Your use of the ResponseVision Software Applications and/or the EV Website constitutes your agreement to all such terms, conditions and notices, as set forth below and in all links to this Agreement.

2. Modification of These Terms of Use.

EV reserves the right to change the terms, conditions, and notices under which the ResponseVision Software Applications and the EV Website is offered, including but not limited to any charges associated with the use of the ResponseVision Software Applications or the EV Website now or in the future. You are responsible for regularly reviewing these terms and conditions.

3. Personal and Non-commercial Use Limitation.

Unless otherwise specified, the EV Website is for your personal and non-commercial use, and the ResponseVision Software Applications is for your personal use and for the commercial use of the organization that owns the software license for which you are an "authorized user", subject to the terms of that organization's software license agreement with EV. With respect to the EV Website, you may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products or services obtained from the EV Website. Subject to any applicable terms in addition to this Agreement, you may download information, software, products or services obtained from the EV Website for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices.

4. Links to Third Party Sites / Business Relationships.

EV makes no representations whatsoever about any other website which you may access through the ResponseVision Software Applications or the EV Website. When you access a non-EV Web site, even one that may contain the Emergency Visions logo or other Emergency Visions trademark, service mark or trade name, please understand that it is independent from EV, and that EV has no control over the content on that Web site. EV is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. EV is not responsible for webcasting or any other form of transmission received from any Linked Site. EV is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by EV of the site or any association with its operators. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature.

5. No Unlawful or Prohibited Use.

As a condition of your use of the ResponseVision Software Applications or the EV Website, you warrant to EV that you will not use the ResponseVision Software Applications or the EV Website for any purpose that is unlawful or prohibited

by these terms, conditions, and notices. You may not use the ResponseVision Software Applications or the EV Website in any manner which could damage, disable, overburden, or impair the ResponseVision Software Applications or the EV Website or interfere with any other party's use and enjoyment of the ResponseVision Software Applications or the EV Website.

6. Use of Communication and Collaboration Services.

The ResponseVision Software Applications or the EV Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, shared storage spaces, physical and human resource databases, graphical resource and incident management facilities, and/or other message, communication, information sharing, and/or collaboration facilities designed to enable you to communicate, share information, and collaborate with individuals, a group of individuals, or the public at large (collectively, "Communication and Collaboration Services"). You agree to use the Communication and Collaboration Services only to search, view, enter, share, send and receive messages and material that are proper and related to the particular Communication and Collaboration Service. By way of example, and not as a limitation, you agree that when using a Communication and Collaboration Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication and Collaboration Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication and Collaboration Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Falsify, or inappropriately enter or modify, information that can be shared with, viewed by, and/or utilized by other users.
- Restrict or inhibit any other user from using and enjoying the Communication and Collaboration Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication and Collaboration Service.
- Harvest or otherwise collect personal information about others, including e-mail addresses, without their consent.
- Harvest or otherwise inappropriately collect any human or physical resource information, without the consent of the owner of that specific resource record.
- Violate any applicable laws or regulations.

Your participation in the Communication and Collaboration Services may be edited, censored or otherwise controlled by EV; however, EV has no obligation to monitor the Communication and Collaboration Services. EV reserves the right to review materials posted to any Communication and Collaboration Service, and to remove any materials in its sole discretion. EV reserves the right to terminate your access to any or all of the Communication and Collaboration Services at any time without notice for any reason whatsoever; provided, however, that any such termination be subject to the terms of any applicable agreements with EV. EV reserves complete and sole discretion with respect to the operation of the ResponseVision Software Applications and the EV Website.

EV reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in EV's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication and Collaboration Service. EV does not control or endorse the content, messages or information found in any Communication and Collaboration Service and, therefore, EV specifically disclaims any liability with regard to the Communication and Collaboration Services within the ResponseVision Software Applications and the EV Website and any actions resulting from your participation in any Communication and Collaboration Service within the ResponseVision Software Applications and the EV Website.

Materials uploaded to a Communication and Collaboration Service may be subject to posted limitations on usage, reproduction, and/or dissemination, and you are responsible for adhering to such limitations if you download the materials.

7. Materials Provided to EV, Entered into ResponseVision Software Applications, or Posted on the EV Website.

EV may, in its sole discretion, audit and review any type of information (without limitation) provided to EV, entered into a ResponseVision Software Applications application, or posted on the EV Website, and may authorize restrictions on access thereto.

EV does not claim ownership of the materials you provide to EV, enter into ResponseVision Software Applications, or post, upload, input or submit to the EV Website or its associated services (collectively "Submissions"). By entering, posting, uploading, inputting, providing or submitting your Submission you are granting EV and its necessary sublicensees a royalty free, irrevocable, perpetual, non-exclusive, unrestricted, worldwide license to use your Submission in connection with the operation of the ResponseVision Software Applications, the EV Website, or other EV Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. EV is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in EV's sole discretion. EV will not release your name or otherwise publicize the fact that you submitted materials or other information to it unless: (a) For the ResponseVision Software Applications, EV obtains your permission to use your name (or via opt-in you have elected to display or share your name and/or other personal information); or (b) For the EV Website, EV first notifies you that the materials or other information you submit to a particular part of the EV Website will be published or otherwise used with your name on it; or (c) EV is required to do so by law.

By entering, posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, enter, post, upload, input or submit the Submission.

When accessing secure areas on the EV Website requiring authentication, and upon login to any ResponseVision Software Applications application (which requires authentication), you are responsible for the additional terms and conditions of any agreements between EV and you or your employer, software license holder, client, or other associate to the extent the agreements apply to you.

8. ResponseVision Software Applications and Software Available on the EV Website.

Any ResponseVision Software Applications application, and any software that is made available to access or download from the EV Website ("Software"), excluding software that may be made available by end-users through a Communication and Collaboration Service, is the copyrighted work of EV and/or its suppliers. Your use of the ResponseVision Software Applications is governed by the terms of the software license agreement for the organization to which you are an "authorized user". Your use of Software accessed or downloaded from the EV Website is governed by the terms of the end user software license agreement, if any, which accompanies or is included with the Software ("License Agreement"). You may not install or use any Software that is accompanied by or includes a License Agreement unless you first agree to the License Agreement terms.

For any Software not accompanied by a License Agreement, Emergency Visions hereby grants to you, the user, a personal, non-transferable license to use the Software for viewing and otherwise using the EV Website in accordance with these Terms of Use, and for no other purpose provided that you keep intact all copyright and other proprietary notices. No other license is granted. You shall not modify, alter, decompile, reverse engineer or otherwise change Software. You shall not provide remote processing or service bureau services, or allow any third party to implement, access, or operate the Software. All Software is owned by EV and/or its suppliers and is protected by copyright laws and international treaty provisions. Any reproduction or redistribution of the Software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT. You acknowledge that the Software, and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the U.S.A. You agree not to export or re-export the Software, directly or indirectly, to any countries that are subject to U.S.A. export restrictions.

9. Liability Disclaimer.

THE INFORMATION, SOFTWARE, SOLUTIONS, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH RESPONSEVISION SOFTWARE APPLICATIONS AND THE EV WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. EV AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE RESPONSEVISION SOFTWARE APPLICATIONS AND THE EV WEB SITE AT ANY TIME. INFORMATION AND/OR ADVICE RECEIVED VIA THE RESPONSEVISION SOFTWARE APPLICATIONS OR THE EV WEBSITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL, TECHNICAL, OPERATIONAL, OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. FURTHER, EV SHALL HAVE NO RESPONSIBILITY WHATSOEVER FOR THE PERSONAL OR BUSINESS CONDUCT OF USERS OF THE RESPONSEVISION SOFTWARE APPLICATIONS OR THE EV WEBSITE, INCLUDING POLICIES AND PROCEDURES RELATED TO EMERGENCY PREPAREDNESS, RESPONSE, AND RECOVERY. USER AGREES THAT ANY RELIANCE UPON THE RESPONSEVISION SOFTWARE APPLICATIONS OR THE EV WEBSITE IN THE PERFORMANCE OF ACTIONS RELATED TO EMERGENCY PREPAREDNESS, RESPONSE, AND RECOVERY SHALL NOT DIMINISH THIS USER'S DIRECT RESPONSIBILITY FOR THE POSITIVE OR NEGATIVE RESULTS ASSOCIATED WITH SUCH ACTIONS.

EV AND ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED IN THE RESPONSEVISION SOFTWARE APPLICATIONS OR ON THE EV WEBSITE FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FURTHER, INFORMATION ENTERED, POSTED, DISSEMINATED, AND SHARED IN THE RESPONSEVISION SOFTWARE APPLICATIONS AND THE EV WEBSITE MAY BE CONSIDERED OR CONSTRUED TO BE OF A PRIVATE AND/OR CONFIDENTIAL NATURE. THE DECISION ABOUT WHICH INFORMATION TO ENTER, DISSEMINATE, OR SHARE IS SOLELY THAT OF THE USER PERFORMING THESE ACTIONS. EV DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THE EXISTENCE, CONFIDENTIALITY, ACCURACY, OR VALIDITY OF ANY DATA ENTERED INTO RESPONSEVISION SOFTWARE APPLICATIONS OR POSTED TO THE EV WEBSITE. FURTHER, THE USER WHO PERFORMS THESE ACTIONS ACCEPTS SOLE RESPONSIBILITY FOR COMPLYING WITH ANY APPLICABLE LOCAL, STATE, OR FEDERAL PRIVACY LAWS, ORDINANCES, OR STATUTES.

EV AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, SOLUTIONS, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

IN NO EVENT SHALL EV, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, BUSINESS PARTNERS, AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE RESPONSEVISION SOFTWARE APPLICATIONS OR THE EV WEBSITE, WITH THE DELAY OR INABILITY TO USE THE RESPONSEVISION SOFTWARE APPLICATIONS OR THE EV WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE RESPONSEVISION SOFTWARE APPLICATIONS OR THE EV WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE RESPONSEVISION SOFTWARE APPLICATIONS OR THE EV WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF EV OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE RESPONSEVISION SOFTWARE APPLICATIONS OR THE EV WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE RESPONSEVISION SOFTWARE APPLICATIONS OR THE EV WEBSITE.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, THE TOTAL LIABILITY OF EV, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS, BUSINESS PARTNERS, AND SUPPLIERS, IF ANY, FOR LOSSES OR DAMAGES SHALL NOT EXCEED THE FEES PAID BY THE USER FOR THE PARTICULAR INFORMATION OR SERVICE PROVIDED.

10. Service Contact.

For the EV Website, send an email to: webmaster@emergencyvisions.com , and for the ResponseVision Software Applications, send an email to: support@emergencyvisions.com

11. Copyright and Trademark Notices.

All contents of the ResponseVision Software Applications and the EV Website are: Copyright 2006. EV Corporation,

2110 Spring Hill Court, Smyrna, GA 30080, U.S.A. All rights reserved. Material contained in the ResponseVision Software Applications and on the EV Website contains the valuable properties of EV, embodying substantial creative efforts, no part of which may be reproduced or transmitted in any form or by any means, or retained in any storage or retrieval system, without the express written permission of EV.

EV reserves all rights in its trademarks, service marks and trade names.

12. Notices and Procedure for Making Claims of Copyright Infringement.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to:

Jeffrey W. Wheelock, Corporate Counsel for Emergency Visions
Dickenson and Wheelock

2110 Spring Hill Court
Smyrna, GA 30080

13. Privacy Policy.

EV considers its user's privacy to be of the utmost importance. This Privacy, Security, and Terms of Use Policy is subject to revision based on emerging national privacy standards. Please contact EV for additional information, and for Policy revisions.

14. User Representations.

You represent and warrant that you are at least eighteen (18) years of age and that you possess the legal right and ability to enter into this Agreement and to use the ResponseVision Software Applications or the EV Website in accordance with this Agreement. You agree to be financially responsible for your use of the ResponseVision Software Applications or the EV Website (as well as for use of any account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement. If you have agreed to allow your minor child, or a child for whom you are legal guardian (a "Minor"), to use the ResponseVision Software Applications or the EV Website or to register as a member of the EV Website services, you agree that you shall be solely responsible for: (a) the online conduct of such Minor; (b) monitoring such Minor's access to and use of the ResponseVision Software Applications or the EV Website; and (c) the consequences of any use of the Services by such Minor.

15. Indemnification.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS EV, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS, BUSINESS PARTNERS, AND SUPPLIERS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT OR ANY ACTIVITY RELATED TO YOUR USE OF THE RESPONSEVISION SOFTWARE APPLICATIONS OR THE EV WEBSITE AND ANY ACCOUNT YOU MIGHT HAVE (INCLUDING INFRINGEMENT OF THIRD PARTIES' WORLDWIDE INTELLECTUAL PROPERTY RIGHTS, MISAPPROPRIATION OF TRADE SECRETS OR OTHER PROPRIETARY RIGHTS OR NEGLIGENT OR WRONGFUL CONDUCT) BY YOU OR ANY OTHER PERSON ACCESSING THE RESPONSEVISION SOFTWARE APPLICATIONS OR THE EV WEBSITE.

16. Waiver, Release and Limitation of Liability.

YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST EV, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS, BUSINESS PARTNERS, OR SUPPLIERS FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THE RESPONSEVISION SOFTWARE APPLICATIONS OR THE EV WEBSITE.

17. Term & Termination.

Either you or EV may terminate your right to use the ResponseVision Software Applications or the EV Website at any time, with or without cause, upon notice; provided, however, that any such termination be subject to the terms of your agreement with EV, if any. EV also reserves the right to terminate or suspend any ResponseVision user account or any EV Website membership or account without prior notice, but EV will confirm such termination or suspension by subsequent notice. In addition, EV may withdraw, suspend or discontinue any functionality or feature of the ResponseVision Software Applications or the EV Website; provided, however, that if your agreement with EV provides for the continued use of any functionality or feature, EV will continue to provide that respective functionality or feature to you subject to the provisions of such agreement. The provisions concerning Copyrights, Indemnification, Waiver, Release and Limitation of Liability, and General shall survive any termination of this Agreement.

18. General.

This agreement is governed by the laws of the State of Georgia, U.S.A. You hereby consent to the exclusive jurisdiction and venue of courts in Cobb County, Georgia, U.S.A. in all disputes arising out of or relating to the use of the ResponseVision Software Applications or the EV Website. Use of the ResponseVision Software Applications or the EV

Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. Any cause of action or claim you may have with respect to EV must be commenced within one (1) year after the claim or cause of action arises. EV's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. EV may assign its rights and duties under this Agreement to any party at any time without notice to you.

You agree that no joint venture, partnership, employment or agency relationship exists between you and EV as a result of this Agreement or use of the ResponseVision Software Applications or the EV Website. EV's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of EV's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the ResponseVision Software Applications or the EV Website, or information provided to or gathered by EV with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect. Unless otherwise specified herein, this Agreement constitutes the entire agreement between the user and EV with respect to the EV Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and EV with respect to the EV Website; provided, however, that any separate agreement between the user and EV to access secure areas of the EV Website remain in full force and effect. Unless otherwise specified herein, this Agreement is an additional agreement between the user and EV with respect to the ResponseVision Software Applications. For ResponseVision Software Applications, the software license agreement between EV and the organization to which you are an "authorized user" also provides terms and conditions to which you must adhere and comply.

19. Notice.

EV may deliver notice to you under this Agreement by means of electronic mail, a general notice on the EV Website, or by written communication delivered by first class U. S. mail to your address on record in EV's account information. You may give notice to EV at any time via electronic mail to webmaster@emergencyvisions.com (for EV Website issues) or to support@emergencyvisions.com (for ResponseVision Software Applications issues), or by letter delivered by first class postage prepaid U. S. mail or overnight courier to the following address:

Emergency Visions
2110 Spring Hill Court
Smyrna, GA 30080
Attn: Customer Support