



## Software Terms of Service

Powered by **IRIS™**

This *IRIS* Software Terms of Service ("Agreement") is entered into between TechRadium, Inc. ("TechRadium") and You for Your use of the *IRIS* Software. The Software is licensed, not sold. TechRadium is providing the Software as a "Software as a Service" (SaaS). TechRadium and You agree as follows:

**1.0 License / Unlimited Use:** TechRadium hereby grants You a non-exclusive license (the "License") for unlimited use of the Software for the number of Authorized Seats, unless otherwise restricted as described in the section titled "Additional Services / Provisions." You are also entitled to Software upgrades, if any, at no additional cost. TechRadium remains the owner of all right, title, and interest in the Software and associated documentation.

**2.0 Satisfaction Guarantee:** During the first year of service, if you are unsatisfied with the performance of the Software and We are unable to resolve any issue that You have brought to Our attention in writing and had a reasonable opportunity to correct, then We will allow You to terminate the remainder of the Software License and refund any portion of the Software License Fee that you have previously paid.

### 3.0 Party(ies) / Definitions:

**Licensor** ("TechRadium," "We," "Us," and "Our(s)"):

TechRadium, Inc.  
P. O. Box 337  
Missouri City, TX 77489  
Phone: 281-263-6300  
Fax: 281-263-6395

**Licensee** ("You" and "Your"):

Name: Cleveland County, OK  
Address: 201 S. Jones Avenue, Suite 260  
Norman Oklahoma, 73069

Phone: 405-366-0200  
Fax: 405-366-0618  
Email: [itsupport@clevelandcountyyok.com](mailto:itsupport@clevelandcountyyok.com)

### Licensee's Billing Point of Contact:

Name/Title: Cleveland County – IT Department  
Address: Same as Above

Phone: 405-366-0200  
Fax: 405-366-0618  
Email: [itsupport@clevelandcountyyok.com](mailto:itsupport@clevelandcountyyok.com)

### Licensee's Technology Point of Contact:

Name/Title: Cleveland County – IT Department  
Address: Same as Above

Phone: 405-366-0200  
Fax: 405-366-0618  
Email: [itsupport@clevelandcountyyok.com](mailto:itsupport@clevelandcountyyok.com)

**Authorized Seats:** Each person who sends ("Administrator") or receives ("Recipient") an *IRIS* message is required to hold an Authorized Seat. Each Administrator and Recipient is considered a User.

**4.0 Software:** TechRadium owns the software which is a collection of programs and other intellectual properties known as Immediate Response Information System, or "*IRIS*™," including the associated online, electronic and/or printed media, materials, and documentation and updates (if any) (collectively "Software").

**5.0 Purpose:** The *IRIS* Software and service is an internet based digital notification and response system designed to improve communications between Administrators and Recipients for emergency or cautionary conditions or other general informational notifications. The Software has an Administrator interface that allows an Administrator to author and broadcast prioritized messages to various Recipients on multiple devices using an existing internet connection or dedicated telephone number. The messages are delivered to multiple Recipient devices through simultaneous gateways using grouping information, contact device information and priority order and allows for the return of a response.

**6.0 Software License Fee / Term of License / Effective Date:** You agree to pay to TechRadium a Software License Fee (USD) as follows:

**Term of License ("Term"):** ..... 1 Year

**Effective Date:** ..... 7-1-2026

### Software License Fee:

Rate: Software License Fee per Seat  
(Connection) per Year: ..... .97 cents

**Seats:** Number of Seats (Connections): ... 600

**Annual Service Fee:** ..... \$0.00

**Total Software License Fee per Year:** ..... \$582.00

**Billing Period:** ..... Annual

### Software License Fee due each

**Billing Period:** ..... \$582.00

### Additional Services:

1.) Initial Set-up Fee: ..... WAIVED

2.) Additional Services  
(see section titled "Additional  
Services / Provisions): ..... N/A

### Total Fees Due Upon Execution of Agreement

(Software License Fee due each Billing  
Period + Additional Services) ..... \$582.00

In the event You exceed the number of Authorized Seats described above during any billing period, then You agree to pay to TechRadium an additional Software License Fee equal to the number of Authorized Seats exceeding the original number of Authorized Seats multiplied by the rate per Authorized Seat. The increased number of Authorized Seats shall then become the new contracted number of Authorized Seats for the remainder of the Term.

**Billing / Invoice:** The Software License Fee will be collected by TechRadium from You on each Billing Period described above with the first payment due and payable upon execution of this Agreement and subsequent payments due on each Billing Period anniversary thereafter for the remainder of the Term. You will receive an invoice

from TechRadium for each payment due. Invoice disputes not submitted to TechRadium in writing within 30 days after receipt are waived.

**Interest:** You agree that TechRadium may charge interest at the lesser of the maximum rate allowed by law or 1% per month on all payments due to TechRadium from You which are not paid on or before the forty-sixth (46<sup>th</sup>) day after You receive an invoice.

**7.0 Term Of License – Additional Provisions:** This License will be for the Term described above beginning on the Effective Date. If at any time after termination of this Agreement, You upload data to the Software or log into your account, then You agree to the terms, conditions, and pricing then in effect for a period of one year from the date of upload. After the initial Term, the License will be automatically renewed (absent notice of non-renewal) for successive one-year Terms under TechRadium's then current pricing as provided to you in writing. After the initial Term, either Party may decline to renew this Software License for any reason by providing the other Party with written notice no less than thirty (30) days before the end of the then current Term.

**8.0 Start-Up, Data Upload Format, And Availability:** Efficient use and function of the *IRIS* Software requires that all data and data updates used by the Software be uploaded by You to TechRadium in "XLS", "XLSX", "CSV", or "tab delimited" formats only and only through FTP or HTTPS methods.

Information on how to upload user data in proper format can be found in the Software Documentation (Home Page; Options; Upload a User Data File; Data Template. Information on how to use the Data Template is found under the Data Format Guidelines link.)

**9.0 Training / Support:** TechRadium will provide Your Administrator(s) unlimited training on the Software by web conference telephone and unlimited Customer Support through Our telephone Customer Support at 1-800-716-6521. Technical support is also available to You by: 1) Accessing the *IRIS* website at [www.irisdispatch.com](http://www.irisdispatch.com); 2) Email at [support@useiris.com](mailto:support@useiris.com); and 3) through the online Software documentation available at [www.irisdispatch.com](http://www.irisdispatch.com).

**10.0 Limited Warranty:** TechRadium warrants to You that We have the right to grant the Software License; and that, to the best of Our knowledge, Your use of the Software will not, in and of itself, infringe any third-party's copyright, patent, or other intellectual property right.

To the extent permitted by applicable law, and except to the extent of TechRadium's indemnity obligations below, **THE FOREGOING LIMITED WARRANTY IS IN LIEU OF, AND TECHRADIIUM DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS, (EXPRESS OR IMPLIED, ORAL OR WRITTEN) AND, TECHRADIIUM DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING.**

**IN ADDITION, TECHRADIIUM EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN YOU WITH RESPECT TO THE SOFTWARE OR ANY PART THEREOF.**

**11.0 Limited Remedy: Breach/Notice/Cure/Termination:** In the event of a breach of any warranty, covenant, or other provision of this Agreement, the following notice and cure procedures shall apply:

- a) The Party not in breach shall give the Party in breach written notice describing the breach;
- b) The Party in breach shall then have forty-five (45) calendar days after the date the notice is received in which to cure the breach.

If the Software does not perform as described in the online Software documentation and We are unable to resolve any issue that You have brought to Our attention in writing and had a reasonable opportunity to correct, then Your sole remedy shall be to terminate this Agreement by providing written notice to TechRadium.

If TechRadium does not receive your Software License Fee within sixty (60) days of the invoice date, TechRadium has the right to terminate Your access to the Software upon written notice to You. Termination of Your access to the Software shall not terminate Your obligation of payment of past due invoices.

**12.0 No Incidental Or Consequential Damages: IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM OR CONNECTED WITH THIS AGREEMENT OR YOUR USE OF THE SOFTWARE.**

### **13.0 Responsibility / Indemnity:**

#### **Your Responsibility / Indemnity to TechRadium:**

Independent of the foregoing provisions, You understand and agree that TechRadium shall not be responsible for, and You agree to defend and indemnify (to the extent permitted by law) TechRadium against and hold TechRadium harmless from, any and all claims, damages, losses, and expenses of any kind arising from or connected with:

1. Your operation of Your business, including, but not limited to:
  - a. Any power failure, computer malfunction, or internet connection loss or interruption;
  - b. Your Administrator failing to send an appropriate notification to appropriate Recipients in a timely manner or at all;
  - c. Your Recipient not receiving, reacting or responding to the notification through no fault of TechRadium; or
  - d. Your notifications sent improperly or erroneously by You resulting in damages to any person or property.
2. Your action or failure to act, or other responsibility of Yours relating to the content of the notification, dispersing notifications, or ensuring that notifications will be sent or ensuring that notifications will be sent to the proper parties.
3. Your sole responsibility and discretion to broadcast appropriate notifications at appropriate times to Your intended Recipients.

**TechRadium's Indemnity to You:** TechRadium will, at TechRadium's expense, indemnify, defend and hold You harmless from all liability, loss, or expense (including reasonable attorneys' fees and costs) incurred by You in connection with any claim that the Software infringes, violates or misappropriates any intellectual property right of any third-party. TechRadium reserves the right to either defend or settle any such claim or to obtain the right for You to continue using the Software or replace or modify the Software to be non-infringing and of equivalent functionality.

**14.0 Intellectual Property:** Patents #7130389; 7174005; 7362852; 7418085; 7496183; 7519165; 7624171; 7684548; 7685245; 7769495; 7769496; 7773729; 7869576, 7904208, and 8,165,274 cover the Software and other TechRadium technology. All rights and title to all intellectual property, including but not limited to patents, copyrights, trademarks, trade names, and service marks, in and relating to the Software and any modifications thereof are owned or licensed by TechRadium. All rights not expressly granted are reserved by TechRadium. TechRadium has multiple

additional patents pending before the United States Patent and Trademark Office.

**15.0 Force Majeure:** Neither Party shall be liable for any loss or delay or failure to perform any obligation under this Agreement resulting from any force majeure event, which the affected Party is unable to overcome by the exercise of its reasonable diligence, including but not limited to acts of God, fire, natural disaster, federal, state or local government agency, war or military hostilities, terrorism, civil disturbance, labor disputes, stoppage or shortages, electrical, mechanical or telecommunications breakdown, inability of carriers to make scheduled deliveries, or any other cause beyond the reasonable control of that Party.

**16.0 Notices:** All notices required under this Agreement shall be in writing delivered by Certified Mail Return Receipt Requested, proper postage prepaid, and delivered to the Party's address listed herein, and will be effective on the date actually received. Notices to TechRadium shall be sent to the attention of TechRadium's General Counsel.

**17.0 Use Of Personal Data:** TechRadium agrees that it will not sell or distribute any customer identifiable personal data or other customer identifiable information and shall take appropriate steps to protect the confidentiality of such data and information.

**18.0 Availability:** TechRadium will make the Software available, as measured over the course of each calendar month, 99.999% of the time, excluding unavailability as a result of the Exceptions described below (the "Availability Percentage"). "Available" means the Software is available for access and use by You over the Internet and operating in material accordance with the Software documentation. In the event the Software is not Available for the Availability Percentage during any calendar month, then, at Your request, the Term of the License Agreement shall be automatically extended by the amount of time the Software was not Available. In order to receive this credit, You must send a written request to TechRadium no later than thirty (30) days after the end of the

calendar month in which the Availability Percentage was not met. For purposes of calculating the Availability Percentage, the following are "Exceptions" to the service level requirement, and the Software shall not be considered unavailable, even if not actually accessible to You, if any such inaccessibility is due to: (i) Your acts or omissions; (ii) Your Internet connectivity; (iii) Internet traffic problems not under TechRadium's reasonable control; (iv) Your failure to meet minimum hardware and/or software requirements set forth in the Agreement, if any; (v) Your hardware, software, or other equipment; (vi) any hardware, software, service, or other equipment used by You to access the Software; (vii) failure of services provided by You, or a third-party under contract to You for provision of such services, that are incorporated into the Software, if any, due to no fault of TechRadium, (viii) unavailability as the result of scheduled maintenance, for which You were notified at least 30 days in advance, (ix) any Force Majeure event, or (x) any other cause beyond the reasonable control of TechRadium.

**19.0 Licensee's Grant Of License:** You authorize TechRadium to display Your name and logo in TechRadium's client list.

**20.0 Additional Services / Provisions:**

1. **Restrictions On Use:** You may use the Software to broadcast messages only to continental United States based telephone numbers.
2. Additional Software Terms of Service are available online at [https://www.irisdispatch.com/public/iris\\_sts.cfm](https://www.irisdispatch.com/public/iris_sts.cfm).
3. **Additional Services:**
  - a. None
  - Or
  - b. [All API Customization / Other Customization must be approved by Project management and Legal.]

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**Agreed, Accepted, and Executed** the dates written below, to be effective as of the Effective Date described above.

**LICENSOR:**

TechRadium, Inc.

Date: 6-24-2026

By: *Ryan S Rodkey*

Printed Name and Title: Ryan Rodkey - Sales

**LICENSEE:**

\_\_\_\_\_  
Printed Name of Licensee

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

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name and Title

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