

Marshall County E911  
Attn: Sheila Day  
Assistant Director  
50 Judicial Drive  
Benton, Kentucky 42025

January 28, 2022

Dear Assistant Director Day,

Let me begin by saying RapidDeploy greatly appreciates your partnership, the opportunity to work with Marshall County E911 ("MCE911"), and with each of the committed and talented MCE911 team members.

Despite a tremendous amount of effort by all parties and measurable progress along the way, there is still a lot of work to be done and we have made the tough decision to pause all CAD development efforts.

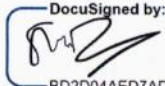
As discussed on December 22, 2021, RapidDeploy's Director of Sales Jason Fuqua and Director of Finance Peter Nagy will work diligently with MCE911 to process a full refund in the amount of \$43,200.00. This includes monies invested in the implementation of RapidDeploy's Nimbus CAD.

In addition, the RapidDeploy Project Team will provide all relevant project data that would assist MCE911 in transitioning to another CAD provider.

Please consider this RapidDeploy's written notice of intent to cease providing all features and functionalities of our Nimbus Cloud Aided Dispatch services effective thirty (30) days from today, which constitutes a material, detrimental modification to the Services under Section 1.8 of the Software-as-a-Service Agreement entered into by MCE911 and RapidDeploy on March 19, 2021 (the "SaaS Agreement"). Under Section 1.8, MCE911 may terminate the SaaS Agreement by notifying RapidDeploy in writing within the next thirty days. Such termination will be effective as of: (a) the date RapidDeploy receives such notice, (b) any later date specified within the notice, but not more than ninety (90) days after receipt of this letter by MCE911, unless an otherwise agreed to by MCE911 and RapidDeploy. Upon receipt of such notice, RapidDeploy will return all prepaid fees as set forth above.

In light of the foregoing, RapidDeploy proposes without prejudice to process the above refund payment and, if mutually agreed upon by MCE911, terminate the SaaS Agreement as of the date of execution of the attached Mutual Termination Agreement. Please review the attached, and if acceptable to MCE911, sign via the separately emailed DocuSign envelope.

Sincerely,

DocuSigned by:  
  
BD2D04AED7AD42E...  
Steven Raucher  
CEO

MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement (this "Agreement") is dated \_\_\_\_\_ (the "Effective Date" hereof) by and among RapidDeploy, Inc. located at 720 Brazos Street, Suite 110 Austin, TX 78701 ("RapidDeploy") and Marshall County E911, located at 50 Judicial Drive, Benton, Kentucky 42025 ("Client").

WHEREAS, RapidDeploy and Client entered into a Software-as-a-Service Agreement dated March 19, 2021 (the "Contract");

WHEREAS, RapidDeploy and Client have mutually agreed to terminate the Contract.

NOW, THEREFORE, pursuant to Section 1.8 of the Contract, RapidDeploy and Client, for good and valuable consideration, including, without limitation, a reimbursement by RapidDeploy to Client of prepaid funds in the amount of \$43,200.00, the receipt, adequacy and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. Capital terms used herein that are not otherwise defined shall have the meanings as given to them in the Contract.
2. The Contract is terminated as of the Effective Date. The effect of termination shall be as set forth in Section 6.4 of the Contract.
3. Client hereby releases RapidDeploy, its officers, employees, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, demands, costs and expenses attributable to, or arising out of, in any way the Contract.
4. RapidDeploy hereby releases Client, their officers, employees, directors, agents and representatives from and against any and all claims, losses, damages, liabilities, demands, costs and expenses attributable to, or arising out of, in any way the Contract.
5. This Agreement shall be governed and interpreted, and all rights and obligations of the parties shall be determined, in accordance with the laws of the State of Kentucky, without regard to its conflict of laws rules. The U.N. Convention on Contracts for the International Sale of Goods does not apply.
6. This Agreement may be signed in one or more counterparts, which together will form a single agreement.
7. The Agreement states the entire agreement among the parties hereto about the termination of the Contract, and supersedes all and all prior agreements, commitments, communications, negotiations, offers (whether in writing or oral), representations, statements, understandings and writings pertaining thereto, and may not be amended or modified except by written instrument duly executed and delivered by all of the parties hereto.

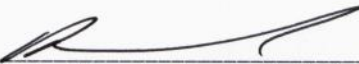
IN WITNESS WHEREOF, this Mutual Termination Agreement has been duly executed and delivered by their duly authorized representatives to be effective as of the Effective Date.

SIGNED by the parties as follows:

**RapidDeploy**

**Marshall County E911**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

By:   
(Authorized Agent or Representative)

\_\_\_\_\_  
(Name)

Kevin Neal  
(Name)

\_\_\_\_\_  
(Title)

Judge / Executive  
(Title)

\_\_\_\_\_  
(Date)

February 1, 2022  
(Date)