

[ERRC LOGO]

PERMIT AUTHORITY PRO, LLC

ERRC Division — Emergency Responder Radio Coverage Systems

NON-DISCLOSURE, NON-USE & SOFTWARE LICENSE AGREEMENT

PRINT & SIGN VERSION — Print, sign, scan, and email to permits@permitauthoritypro.com

This Non-Disclosure, Non-Use & Software License Agreement ("Agreement") is entered into as of:

Effective Date

Between:

Permit Authority Pro, LLC, a Colorado limited liability company ("Disclosing Party" / "Licensor"),
and:

Receiving Party / Licensee — Full Legal Name

LICENSE TYPE SELECTION

Select one of the following license options. This Agreement and all obligations herein apply to the selected license term.

Pay-Per-Use License — \$3,500 per permit package

Single authorized use only. NDA applies to each submission. No recurring fee.

Annual Unlimited License — \$35,000 per year

Unlimited permit packages for one (1) named authorized user. License valid for one (1) year from Effective Date. Includes all software updates released during the license term.

Regardless of license type, this Agreement governs all access to and use of Permit Authority Pro's ERRC permit automation software, systems, documentation, and generated outputs.

1. PURPOSE

The Receiving Party seeks access to Permit Authority Pro's proprietary ERRC permit automation software platform, which generates AHJ-ready permit packages from uploaded ERRC system designs.

Access is granted solely for the Permitted Purpose: evaluation, demonstration, testing, or licensed use under the terms of this Agreement.

2. DESCRIPTION OF LICENSED SOFTWARE

The Permit Authority Pro ERRC platform is a proprietary automated software system that:

- Accepts ERRC system design inputs from the user
- Automatically generates complete, Authority Having Jurisdiction (AHJ)-ready permit packages
- Produces formatted documentation, compliance checklists, and submission-ready outputs
- Eliminates manual permit assembly and reduces submission time by 24+ hours per project

The software, its underlying logic, workflows, templates, outputs, and any updates or enhancements constitute proprietary intellectual property of Permit Authority Pro, LLC and are protected accordingly.

3. CONFIDENTIAL INFORMATION

“Confidential Information” includes all non-public information disclosed, observed, accessed, generated, or derived in connection with the Permitted Purpose, including but not limited to:

- ERRC permit automation software, source code, logic, workflows, and templates
- AHJ compliance formats, documentation structures, and submission protocols
- Design inputs, system configurations, and all generated outputs
- Complete or partial permit packages and supporting documentation
- Business processes, pricing, operational methods, and system architecture
- Any insights, knowledge, or learnings derived from use of the platform

Confidential Information includes all materials whether provided directly or generated through use of the system.

4. NON-USE & NON-DISCLOSURE

The Receiving Party agrees to:

- Use Confidential Information solely for the Permitted Purpose under this Agreement
- Not disclose Confidential Information to any third party without prior written consent from Permit Authority Pro
- Protect Confidential Information using at minimum the same safeguards applied to its own proprietary information
- Not copy, scrape, download, screenshot, or extract system data beyond intended licensed use

- Not reverse engineer, decompile, or analyze outputs to infer system design, logic, or methodology

5. SINGLE-USER LICENSE RESTRICTION

This license is issued exclusively to the named Receiving Party and is non-transferable. The Receiving Party shall not:

- Share login credentials, access links, or system access with any other individual or entity
- Allow any other person, contractor, or employee to use the platform under this license
- Sublicense, resell, or transfer any rights granted under this Agreement

Any use of the platform by an unlicensed individual or entity shall constitute a material breach of this Agreement and may constitute intellectual property fraud, subjecting the violating party to civil liability, injunctive relief, and all remedies available at law.

6. INTELLECTUAL PROPERTY & IP FRAUD

All permit packages, documentation, and outputs generated through the Permit Authority Pro platform are derived from proprietary licensed software and constitute protected intellectual property of Permit Authority Pro, LLC.

The following acts are strictly prohibited and constitute intellectual property fraud:

- Filing permit documents generated by the platform without a valid, active license
- Representing platform-generated outputs as independently created work product
- Using outputs generated under this Agreement in any submission after the license term has expired
- Allowing unlicensed parties to benefit from, use, or rely upon platform-generated permit packages

Permit Authority Pro reserves the right to pursue all available civil and equitable remedies against any party engaging in unauthorized use of its licensed outputs, including but not limited to claims for fraud, misappropriation of intellectual property, and unjust enrichment.

7. ERRC-SPECIFIC RESTRICTIONS

The Receiving Party shall not:

- Replicate Permit Authority Pro workflows, templates, or output structures
- Use generated outputs as templates for independent, unlicensed permit systems
- Reuse, distribute, or repurpose permit documentation outside of authorized submissions
- Represent Permit Authority Pro-generated outputs as its own independently developed work

8. NON-COMPETITIVE USE & AI RESTRICTIONS

The Receiving Party shall not use Confidential Information to:

- Develop, replicate, or enhance any competing software or permit automation system

- Train, validate, fine-tune, or improve any artificial intelligence or machine learning model or tool
- Create derivative tools, platforms, or workflows that replicate or approximate Permit Authority Pro functionality

9. NON-CIRCUMVENTION

The Receiving Party agrees not to bypass or circumvent Permit Authority Pro, LLC by recreating its processes independently, through third parties, or through any derivative system built in whole or in part upon knowledge, observation, or use of the platform.

10. RESIDUALS RESTRICTION

The Receiving Party may not rely on memory, notes, or retained knowledge of Confidential Information to develop similar systems, workflows, templates, or outputs. This restriction applies during the term of this Agreement and for a period of one (1) year following its expiration or termination.

11. SECURITY & AUDIT

The Receiving Party shall maintain commercially reasonable safeguards to protect Confidential Information from unauthorized access, disclosure, or use. Upon reasonable written request, the Receiving Party shall confirm in writing its compliance with this Agreement.

12. TERM & LICENSE DURATION

This Agreement shall remain in effect for one (1) year from the Effective Date, consistent with the license term selected above. All confidentiality and non-use obligations shall survive expiration or termination of this Agreement.

Software updates released during the active license term are included at no additional charge. Updates released after expiration of the license term require renewal.

13. RETURN OR DESTRUCTION

Upon expiration, termination, or written request, the Receiving Party shall promptly return or permanently destroy all Confidential Information in its possession and provide written confirmation of such destruction to Permit Authority Pro within five (5) business days.

14. NO LICENSE OR TRANSFER

Except as expressly stated herein, nothing in this Agreement grants any ownership interest, intellectual property license, or other rights to the Receiving Party. All rights not expressly granted are reserved by Permit Authority Pro, LLC.

15. INJUNCTIVE RELIEF

The Receiving Party acknowledges that any unauthorized use or disclosure of Confidential Information, or any breach of the IP restrictions set forth herein, would cause irreparable harm to Permit Authority Pro for which monetary damages alone would be an inadequate remedy. Permit Authority Pro shall be entitled to seek immediate injunctive or other equitable relief in any court of competent jurisdiction without the requirement of posting bond, in addition to all other available remedies.

16. LIQUIDATED DAMAGES

The parties agree that actual damages from unauthorized use or disclosure would be difficult to quantify precisely. The Receiving Party therefore agrees to pay liquidated damages of \$25,000 per breach, which the parties agree represents a reasonable estimate of harm and not a penalty. Liquidated damages are in addition to, and not in lieu of, any other available legal or equitable remedies.

17. GOVERNMENT ENTITY COMPLIANCE

If the Receiving Party is a governmental or public entity, it agrees to comply with this Agreement to the fullest extent permitted by applicable law. Any provision that conflicts with applicable law shall be modified only to the minimum extent necessary to achieve compliance, without invalidating the remainder of this Agreement.

18. GOVERNING LAW & VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles. Any dispute arising from or related to this Agreement shall be resolved exclusively in the state or federal courts located in Colorado. Each party consents to personal jurisdiction in such courts.

19. ATTORNEYS' FEES

In any action to enforce this Agreement or arising from a breach hereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs, and related expenses from the non-prevailing party.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, representations, negotiations, or understandings, whether oral or written. This Agreement may not be modified except by a written amendment signed by both parties.

RECEIVING PARTY INFORMATION

Please complete all fields. All fields are required.

Full Legal Name

Company (if applicable)

Title / Role (if applicable)

Email Address

Full Mailing Address

LICENSE SELECTION CONFIRMATION

I confirm my selection above:

- Pay-Per-Use License — \$3,500
 - Annual Unlimited License — \$35,000
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SIGNATURE — RECEIVING PARTY

Sign below. Print, scan, and email the completed agreement to permits@permitauthoritypro.com with the subject line: ERRC NDA Submission.

Signature

Printed Name

Date

PERMIT AUTHORITY PRO, LLC — AUTHORIZED REPRESENTATIVE

Authorized Representative
Brian Thompson

Signature

Date

SUBMISSION INSTRUCTIONS

Return completed agreement to:

permits@permitauthoritypro.com

Subject Line: ERRC NDA Submission

Printed and physically signed document required. Scan and email as PDF.