#### **TERMS OF SERVICE**

Effective Date: 19 October 2025

**Last Updated:** 19 October 2025

### 1. Acceptance of Terms

Welcome to the website of NorthStar Innovation LLC ("NorthStar," "we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of our website located at https://www.northstarinnovation.tech (the "Site").

By accessing or using the Site, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Site.

#### 2. Description of Service

The Site provides information about NorthStar Innovation LLC and our products and services designed to empower first responders, emergency services, and organizations with mobile solutions. The Site allows visitors to learn about our company and contact us through our Contact Us form.

### 3. Eligibility

You must be at least 18 years old to use this Site. By using the Site, you represent and warrant that you are at least 18 years of age and have the legal capacity to enter into these Terms.

### 4. Modifications to Terms

We reserve the right to modify these Terms at any time. We will notify you of any changes by posting the updated Terms on this page and updating the "Last Updated" date. Your continued use of the Site after any modifications constitutes acceptance of the updated Terms.

#### 5. Use of the Site

#### 5.1 License

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site for lawful purposes only.

## **5.2 Prohibited Conduct**

You agree not to:

- Use the Site for any unlawful purpose or in violation of these Terms
- Attempt to gain unauthorized access to the Site or related systems
- Interfere with or disrupt the Site or servers or networks connected to the Site
- Use any robot, spider, scraper, or other automated means to access the Site
- Transmit any viruses, malware, or other malicious code
- Impersonate any person or entity or misrepresent your affiliation with any person or entity
- Collect or harvest any personally identifiable information from the Site
- Use the Site in any manner that could damage, disable, overburden, or impair the Site
- Remove, circumvent, or disable any copyright, trademark, or other proprietary notices
- Post or transmit any offensive, threatening, defamatory, or inappropriate content
- Violate any applicable local, state, national, or international law

### 5.3 Reservation of Rights

We reserve the right to refuse service, terminate accounts, or remove or edit content in our sole discretion.

## 6. Intellectual Property Rights

# 6.1 Ownership

The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, audio, design, selection and arrangement) are owned by NorthStar Innovation LLC, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws.

### 6.2 Trademarks

The NorthStar Innovation LLC name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of NorthStar Innovation LLC or its affiliates or licensors. You may not use such marks without our prior written permission.

### **6.3 Restrictions**

You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any material on our Site, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials
- You may store files that are automatically cached by your web browser for display enhancement purposes

• You may print or download one copy of a reasonable number of pages of the Site for your own personal, non-commercial use

#### 7. User Submissions

#### 7.1 Contact Form Submissions

When you submit information through our Contact Us form, you grant us the right to use that information in accordance with our Privacy Policy.

#### 7.2 Representations and Warranties

By submitting any information through the Site, you represent and warrant that:

- You own or control all rights to the information you submit
- The information is accurate and not misleading
- The information does not violate these Terms or any applicable law

### 8. Third-Party Links

The Site may contain links to third-party websites or services that are not owned or controlled by NorthStar Innovation LLC. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that we shall not be responsible or liable for any damage or loss caused by your use of any third-party websites or services.

### 9. Disclaimer of Warranties

THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, NORTHSTAR INNOVATION LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

#### WE DO NOT WARRANT THAT:

- THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE
- ANY DEFECTS OR ERRORS WILL BE CORRECTED
- THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS
- THE RESULTS OF USING THE SITE WILL MEET YOUR REQUIREMENTS

YOUR USE OF THE SITE IS AT YOUR SOLE RISK.

#### 10. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NORTHSTAR INNOVATION LLC, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SITE
- ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SITE
- ANY CONTENT OBTAINED FROM THE SITE
- UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT

WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

IN NO EVENT SHALL OUR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SITE EXCEED ONE HUNDRED DOLLARS (\$100.00).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### 11. Indemnification

You agree to defend, indemnify, and hold harmless NorthStar Innovation LLC and its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- Your violation of these Terms
- Your use of the Site
- Your violation of any third-party right, including any intellectual property right or privacy right
- Any claim that your submissions caused damage to a third party

## 12. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of law provisions.

Any legal action or proceeding arising out of or relating to these Terms or the Site shall be brought exclusively in the federal or state courts located in Hennepin County, Minnesota, and you consent to the personal jurisdiction and venue of such courts.

#### 13. Dispute Resolution

#### 13.1 Informal Resolution

If you have any dispute with us, you agree to first contact us and attempt to resolve the dispute informally. We will attempt to resolve the dispute informally by contacting you via email.

#### 13.2 Arbitration

If we cannot resolve the dispute within thirty (30) days, either party may initiate binding arbitration. Any arbitration shall be conducted in Minneapolis, Minnesota, in accordance with the rules of the American Arbitration Association.

#### 13.3 Class Action Waiver

YOU AND NORTHSTAR INNOVATION LLC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

### 14. Severability

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

#### 15. Waiver

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

### 16. Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and NorthStar Innovation LLC regarding the use of the Site and supersede any prior agreements between you and us relating to your use of the Site.

### 17. Assignment

You may not assign or transfer these Terms, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer these Terms without our consent will be null and void. We may freely assign or transfer these Terms. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

### 18. Notice to California Users

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please contact us at [insert contact information]. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

# 19. Digital Millennium Copyright Act (DMCA) Notice

If you believe that content on our Site infringes your copyright, please provide our designated copyright agent with the following information:

- A physical or electronic signature of the copyright owner
- Identification of the copyrighted work claimed to have been infringed
- Identification of the material that is claimed to be infringing
- Your contact information (address, telephone number, email)
- A statement that you have a good faith belief that use of the material is not authorized
- A statement that the information in the notification is accurate

Our designated copyright agent for notice of copyright infringement is:

Legal Department NorthStar Innovation LLC 8151 33<sup>rd</sup> Avenue South, Suite 609 Minneapolis, MN 55425 Email: legal@northstarinnovation.tech

# 20. Contact Information

If you have any questions about these Terms, please contact us:

### **NorthStar Innovation LLC**

8151 33<sup>rd</sup> Avenue South, Suite 609 Minneapolis, MN 55425

Email: legal@northstarinnovation.tech

Phone: (612) 217-2523

By using this Site, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.