NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT

THIS NOTIFICATION SERVICES SUBSCRIPTION AGREEMENT which includes this Services Order and Exhibits A and B (collectively, the "Exhibits"), attached hereto (collectively, the "Agreement") is made as of **_October 1, 2017_** (the "Effective Date"). This Agreement sets forth the terms and conditions under which Provider (as defined below) will provide and the City (as defined below) will receive access to the Notification Services (defined in Exhibit A).

WHEREAS, in June of 2006 the City of North Port ("City") contracted with Emergency Communications Network, Inc. ("ECN"), a leading Software-as-a-Service (SaaS) provider of critical event management and emergency notification systems, to acquire an emergency notification system called CodeRED; and

WHEREAS, CodeRED is a fully redundant platform which is designed to deliver millions of messages at a time to enable governmental entities to deliver geo-targeted, time-sensitive emergency information to those in need; and

WHEREAS, earlier this year, ECN announced it had acquired Send Word Now, a global leader in enterprise notification solutions, and had rebranded the combined companies as OnSolve; and

WHEREAS, OnSolve and the City desire to renew and refine their agreement to allow the City to continue to provide the valuable public safety service the CodeRED product provides to citizens and businesses, and have negotiated business terms and conditions agreeable to both parties.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, the parties agree as follows:

SERVICES ORDER

Provider Information: ("Provider")	**Provider Name:** **Entity Type:** **State of Incorporation:** **Provider Address:**	**ONSOLVE, LLC** **Limited Liability Company** **Delaware** **780 W. Granada Boulevard Ormond Beach, FL 32174**
City Information: ("City")	**City Name:** **Entity Type:** **State:**	City of North Port Florida Municipal Corporation Florida
City Business Contact:	**Contact/Title:** **City Address:** **Phone:**	Peter Lear/City Manager 4970 City Hall Boulevard North Port, FL 34286 (941) 429-7119
City Primary Contact:	**Contact/Title:** **Phone:** **Email:**	Richard Berman/Emergency Manager (941) 240-8189 rberman@cityofnorthport.com
EU or Swiss Personal Data (defined in Exhibit A)?	**Will the City transmit any EU or Swiss Personal Data to or through the Notification Services? Check one:** ☐ Yes ☒ No **If yes, the City must execute and comply with the Data Processing Addendum which will become part of this Agreement.**	

Payment Terms: Payment shall be in advance, within thirty (30) days from receipt of invoice, excluding any Fees billed in arrears. Unless City otherwise provides notice to Provider, Provider will send invoices to the City Business Contact address above.

Preferred method of receiving invoices: ☐ Email ☒ US Mail

SUBSCRIPTION PERIOD: <u>One (1) Year</u>
RENEWAL TERM: <u>One (1) Year</u>

Item Description	QTY	Annual Price	Period	Total
Notification Services				
CodeRED® - Standard – System Minutes Includes: • **<u>Unlimited</u>** Initiators • GIS (Target Recipients by Geographic Location): **<u>City of North Port, Florida</u>** ("Notification Area") • Upload of City-supplied shape file City may provide a custom shape file to Provider to be loaded into the Notification Service for the purpose of updating the Notification Area. The City may update its custom shape file up to four (4) times per year at no charge. It will be the sole responsibility of the City to provide the custom shape file and request the custom shape file updates. In the event more than four (4), annual updates are requested, the City shall be charged the Setup Fee, 1 hour minimum. • Custom Geocoder with two (2) annual updates The City may provide files up to two (2) times per year so that Provider may build a custom geocoder from same at no charge. It will be the sole responsibility of the City to provide the files for Provider's custom geocoder. In the event more than 2, annual updates are requested, the City shall be charged the Setup Fee, 2 hour minimum. • Unlimited City Organizations • Unlimited Contact Groups • Access to Shared Telephony Port Pool • Launcher App (iPhone and Android) • Community Notification Enrollment Page (self-registration) • One (1) Annual Live Web-based Remote Training(s) • Unlimited Pre-recorded Web-based Remote Trainings • System Maintenance and Notification Services Upgrades • Initial Commercial Data Upload Provider will perform Commercial Data accuracy updates 3 to 4 times per year. These updates ensure that the Commercial Data maintained by Provider undergoes periodic accuracy checks using Provider's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to the City. Accordingly, the Commercial Data shall remain the sole and exclusive property of Provider or its licensors. • Monthly Provider-Assisted Database Updates for the City data Monthly "Provider-Assisted Updates" will be performed by Provider upon request by the City at no charge. It will be the sole responsibility of the City to provide data and request the Provider-Assisted Database Updates. This update does not include any manual data entry (eg. editing excel spreadsheets). • **500** System Minutes for Testing System Minutes used for testing are deducted from the System Minute bank. Provided the City supplies Provider with a credit form (available from Provider) within 60 days from the date the System Minutes were used for testing, Provider will credit the City's System Minute bank with such System Minutes. Provider has the final right, with reasonable discretion, to determine whether the used System Minutes qualify as testing System Minutes.	1 Account	$ 7,000	1 Year	$ 7,000
Banks System Minutes are not transferable and do not carry over.				
System Minutes for the Notification Services System Minutes will be re-set yearly to the Annual amount specified.	40,000		Annual	Included
Transaction Fees*				

Additional System Minutes for the Notification Services In the event System Minutes are exhausted, Provider will immediately refill the System Minutes with a block of **4,000** System Minutes.	1 System Minute	$0.35		As Needed
Additional Features (will not be prorated for any partial year)				
GIS Custom Map (to be provided by the City, and hosted by Provider) GIS information must be in a standard format recognizable and electronically transferable to the Notification Services. A full GIS map must be provided to be used in the Notification Services	1 Custom Map	$2,500.00		Upon Request
Non-Recurring Services				
Setup Fee One (1) hour minimum. Set up is complimentary for the first 60 days from the Effective Date	1 Hour	$135.00		Waived for 60 Days
Additional Live Web-based Remote Trainings One (1) hour minimum	1 Hour	$150.00		Upon Request
Onsite Training - US and Canada One (1) trainer, for up to eight (8) hours. The City will pay for travel expenses in accordance with Exhibit A	1 Day	$1,500.00		Upon Request
Additional Provider-Assisted Database Updates or Manual Data Entry One (1) hour minimum.	1 Hour	$100.00		Upon Request
Professional Services - Requires a SOW				Upon Request
			Total:	$7,000.00

*Transaction Fees:

- "System Minute" means sixty (60) seconds of connected call time in the Notification Services. Call time will be deducted in six (6) second increments. Only connected calls including live, answering machine, voicemail and/or fax tone connections will result in call time deduction.
- CodeRED® Mobile Alert App, SMTP Text and Email Notifications will not be deducted from System Minutes.

Elements of Agreement and Conflicting Terms. This Agreement consists of a primary contract entitled Notification Subscription Services Agreement (NSSA), and two (2) exhibits, which are as follows:

> Exhibit A (Terms)
> Exhibit B (Acceptable Use Policy)

These Exhibits are attached hereto and are incorporated into the Agreement. In the event of a conflict between the terms and conditions provided in the body of the NSSA and any Exhibit, the provisions contained within the NSSA shall prevail, even to the exclusion of any contrary priority language in an Exhibit.

Taxes. City is exempt from Federal Excise and State Sales Taxes. Therefore, Provider is prohibited from charging or imposing any sales or service taxes on the City. Nothing herein shall affect Provider's normal tax liability. Provider shall be responsible for payment of federal, state, and local taxes which may be imposed upon Provider under applicable law to the extent that Provider is responsible for the payment of same under applicable law.

Public Entity Crimes. Provider has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and the requirement that Provider comply with it in all respects prior to and during the term of this Agreement.

Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "Applicable Law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

Governing Law, Jurisdiction and Venue. Provider consents and agrees that all legal proceedings related to the subject matter of this Agreement shall be governed by the laws of and maintained in courts sitting within the State

of Florida. Provider further consents and agrees that jurisdiction for such proceedings shall lie exclusively with such courts and venue shall be in Sarasota County, Florida or, if in federal court the Middle District of Florida, Tampa Division.

Attorney Fees and Costs. Each Party hereto shall be solely responsible for paying its attorney's fees and costs in any dispute, litigation, dispute resolution proceeding, appeal, settlement negotiation or pre-litigation negotiation arising under this Agreement notwithstanding the outcome of same.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto, and notwithstanding any derivative benefit sought or obtained by any other third party, no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

No Product Endorsement. Provider understands and agrees that as a governmental entity, City does not "endorse" any product or service offered by Provider over any other similar product or service, and Provider shall not represent or imply in its published materials any such endorsement.

Assignment and Subcontracting. The City has selected Provider for its stated skills, abilities and unique product offerings, as represented to the City by Provider's solicitation response and via other means. Provider has represented to the City that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement except as otherwise expressly set forth in this Agreement. Therefore, except in the case of a sale, transfer or assignment of all or substantially all of the assets of Provider to a successor who has asserted its intent to continue the business of Provider, Provider shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the City. In the unlikely event Provider asserts it is necessary to subcontract for the services of third parties to perform any service or provide any product under this Agreement not already provided for therein, Provider shall first obtain prior written approval of the City. Approval to utilize any third party shall not relieve Provider from any direct liability or responsibility to the City pursuant to the provisions of this Agreement, or obligate City to make any payments other than payments due to Provider as outlined in this Agreement.

Maintenance of Records; Audits; Licenses.

Provider shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by City during the Term of the Agreement to assure proper accounting of funds and compliance with the provisions of this Agreement.

In addition to the audit provisions contained in § 2.4 of Exhibit "A" to the NSSA, Provider shall provide City upon reasonable notice all information, reports, records and documents required by this Agreement or by City ordinances, rules or procedures, or as needed by City to monitor and evaluate Provider's performance. Such materials shall also be made available to City for auditing. Inspection or copying will occur during normal business hours, and as often as City may deem necessary. The City shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or Provider made by any local, state or federal agency. To the extent such materials are in the possession of a third party, Provider must obtain them from that third party, or certify to City why it was unable to do so. Provider shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

Provider shall obtain any licenses required to provide the City's order, statement of work, or scope of services (however characterized) and maintain full compliance with any licensure requirements during the Term of the Agreement. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to City within ten (10) days after receipt by Provider if so requested by the City. Provider shall immediately notify City if any required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

Notice. As provided for in § 13.5 of Exhibit "A" to the NSSA, any notice required by this Agreement shall be in writing, by certified mail, to the address provided by each Party for the receipt of notice, or at such other address as may hereafter be designated by either Party in writing. The transmission of courtesy notice via e mail or by voice does not satisfy the notice requirement.

Public Records Act Compliance. Pursuant to and to the extent required by Florida Statutes § 119.0701, Provider will comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the City to perform the service.

   a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/).

   b. "Public records" means and includes those items specified in Florida Statutes § 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Provider's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.

2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

3. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the contractor does not transfer the records to the City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in Provider's possession or keep and maintain public records required by the City to perform the service. If Provider transfers all public records to the City upon completion of the contract, Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Provider keeps and maintains public records upon the completion of the contract, Provider shall meet all applicable requirements for retaining public records.

5. **IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941-429-7270; E-MAIL: padkins@cityofnorthport.com.**

Non-Discrimination. Provider shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

Amendment. This Agreement may not be modified or amended except in writing, signed by both parties.

This Agreement includes the <u>Services Order and Exhibits A and B</u>, attached hereto (and if applicable the Data Processing Addendum).

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

<u>ONSOLVE, LLC</u>

Signed:_____

Printed Name:_____ Dominic Bongo _____

Title:_____ Executive Vice President of Finance

Date:_____ 9/22/17 _____

<u>CITY OF NORTH PORT, FLORIDA</u>

Signed:_____

Printed Name:_____

Title:_____

Date:_____

ATTEST:

By:_____
Patsy C. Adkins, City Clerk, MMC

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Amber L. Slayton, City Attorney

EXHIBIT A - TERMS

1. Certain Definitions.

1.1 "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.

1.2 "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law.

1.3 "Data Processing Addendum" means a data processing addendum in the form provided by Provider and executed by the Parties that is applicable to the processing of data under this Agreement.

1.4 "Documentation" means any official, applicable documentation that Provider provides to the City (electronic or written, as available in the Notification Services' resource library).

1.5 "Emergency" or "Emergencies" means any matter regarding immediate harm to life and/or property.

1.6 "EU or Swiss Personal Data" means Personal Data of any European Economic Area (EEA) resident as defined under Directive 95/46/EC, and any successor thereto, or of any Swiss resident as the Swiss Federal Data Protection Act of 1992, and any successor thereto.

1.7 "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.

1.8 "Initiator" means an individual person or application capable of creating and issuing Notifications through the Services.

1.9 "Notifications" means messages issued by an Initiator through the Notification Services, whether or not responded to by Recipient.

1.10 "Notification Content" means all content, data, text, messages and other material contained in a Notification.

1.11 "Notification Services" means Provider's System-based, Internet-accessed notification services to set up and send Notifications, as listed on the Services Order.

1.12 "Recipient" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own user profile.

1.13 "Representatives" means the City's employees and consultants and the City's Affiliates and its employees.

1.14 "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.

1.15 "Services" means the Notification Services and related services provided by Provider under this Agreement.

1.16 "Services Order" means the order attached hereto.

1.17 "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.

1.18 "Subscription Fee" means the fees for access to and use of the Notification Services.

1.19 "Subscription Period" means the subscription period specified on the Services Order.

1.20 "System" means the software, hardware, and infrastructure collectively used by the Notification Services, which may include third-party components.

1.21 "Term" means the Subscription Period and all Renewal Terms.

1.22 "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.

1.23 "User(s)" is the collective term for Initiator(s) and Recipient(s). User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

2. SCOPE OF THE SERVICES.

2.1 **Notification Services.** Subject to the terms of this Agreement, Provider will provide the City with access to use the Notification Services for communicating matters involving Emergencies and information of public interest and concern, and only in accordance with the Provider's Documentation. Only the City and its Representatives may act as Initiators. All use of the Notification Services through the City's account, whether by the City or its Representatives or due to the City or its Representatives' failure to maintain account security, are subject to the restrictions set forth in this Agreement, and the City shall be responsible for (i) all Fees accruing from the use of the Notification Services as described herein, and (ii) all actions made through its account as described herein. City may not, and may not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access the Notification Services, whether as a service bureau or otherwise, or remove, alter or obscure any product identification, copyright or other notices. The City agrees that all communications with Provider under this Agreement will be with the City only; the City will be responsible for all contact with Affiliates covered by this Agreement.

2.2 **Support for the Notification Services.** Provider will provide to the City the technical support, maintenance, and generally available updates for the Notification Services. The City shall not contract with or otherwise allow a third party to provide assistance or support for the Notification Services without the prior written consent of Provider.

2.3 **Service Components.** The City shall not, and shall not allow or assist any other entity to, decompile, disassemble, or otherwise reverse engineer or attempt to

discover any source code or underlying ideas of any component of the Notification Services, or modify any component of the Notification Services, except to the extent (but only to such extent) that applicable law prohibits such restrictions.

2.4 **Audit**. During the Term of this Agreement and for a period of four (4) years thereafter, each party shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to conduct or have a third party auditor conduct an inspection of each party's compliance (including any other persons or entities that are permitted to use or access the Notification Services) with this Agreement. Each party will, and shall cause its Representatives, to cooperate in good faith with such audit activities. In the event an audit uncovers a breach of this Agreement, the breaching party agrees to pay the non-breaching party the costs of such audit within ten (10) days of receipt of notice of the results of such audit and the costs therefor.

2.5 **Professional Services.** From time to time, the City may engage Provider to provide certain professional services ("Professional Services"), such as marketing, implementations, software testing and custom modifications, related to Provider's Notification Services. Each such engagement of Professional Services will be described in a statement of work ("SOW") that must be accepted in writing by an authorized representative of each party. In the event of a conflict between the terms provided in this Agreement and the terms of any SOW, the terms of this Agreement will prevail, except that the terms of the SOW shall prevail over conflicting terms of this Agreement (but only with respect to such SOW) where the SOW explicitly identifies such conflicting terms and confirms the intent of the parties to supersede or modify the conflicting term of this Agreement.

3. **FEES AND PAYMENT.**

3.1 **Fees and Expenses.** City shall pay the Fees and expenses as set forth in the Services Order. If applicable, all reasonable and customary travel related expenses, such as airfare, hotel, transportation, and meals will be billed to City for any on-site work performed under this Agreement. If travel expenses are incurred, Provider will make reasonable efforts to hold travel costs to a minimum.

3.2 **Payment and Taxes.** Unless otherwise specified on the Services Order, Provider will invoice City for all Fees and reimbursable expenses incurred under this Agreement as set forth on the Services Order, and all invoiced amounts will be due and payable thirty (30) days after the date of the invoice. Overdue amounts will be subject to a late payment charge at the lesser of one and one half percent (1.5%) per month or the highest rate permissible under applicable law for the actual number of days elapsed from the date due. All billing and payment will be in United States dollars only.

4. **TERM AND TERMINATION.**

4.1 **Term.** Unless earlier terminated in accordance with the terms of this Agreement, this Agreement will commence on the Effective Date and continue until the end of the Subscription Period listed on the Services Order. This Agreement will automatically renew for successive Renewal Terms listed on the Services Order unless either party

provides at least thirty (30) days' written notice (in accordance with the terms of this Agreement) that the Agreement will expire at the end of the Subscription Period or then-current Renewal Term. Renewal Terms shall be on the same terms and conditions as herein, except as otherwise specified on the Services Order.

4.2 **Termination.** If either party defaults in the performance of or compliance with any of its material obligations under this Agreement and such default has not been remedied or cured within thirty (30) days after written notice of such default, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3 **Suspension.** Provider may suspend the provision of the Notification Services to the City under this Agreement: (a) effective immediately upon notice if the City breaches any provision under Section 8. (City Restrictions); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice from Provider that payment is past due. Such suspension shall not otherwise modify or lengthen the Term of this Agreement, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4 **Effects of Termination.** Upon termination or expiration of this Agreement, (i) Provider will upon written request of the City, erase the City data from the production servers controlled by Provider to provide the Notification Services; provided, however, that data from production servers is backed up nightly to back-up servers that automatically store such data for up to seven years after it is transferred to the back-up servers from the production servers, (ii) the City will immediately pay to Provider all amounts due and payable prior to the date of such termination and, except in the event of termination by the City due to breach by Provider, all unpaid Subscription Fees that would become due under the then-current Subscription Period or Renewal Term if such termination did not occur, (iii) Provider shall retain any Subscription Fees paid to date, except in the event of termination by the City due to breach by Provider, wherein Provider will refund an amount equal to the prorated amount of Subscription Fees paid for the remainder of the Term, less any expenses for Transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees on the Services Order, (iv) the City shall immediately cease all use of the Notification Services and return or destroy all copies, extracts, derivatives and reflections of the Notification Services, and upon Provider's request, provide a written notice signed by an executive officer authorized to bind the City that certifies that the City has fully complied with this clause, and (v) remedies for breach, rights to accrued payments and Sections 1 (Certain Definitions), 2.4 (Audit), 3. (Fees and Payment), 4.4 (Effects of Termination), 5 (Ownership), 7 (Confidentiality and Data Security), 8.2 (Liability for Content), 11 (Indemnification and Responsibility), 12 (Limitation of Liability), and 13 (General) will survive.

5. **OWNERSHIP.** All rights not expressly granted to the City herein are expressly reserved by Provider. As between the parties, the Notification Services and the System are and will remain exclusive property of Provider and its licensors.

Provider shall own any and all developments, inventions and work product created under any Professional Services. Notification Content shall be owned by the City. Provider shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Notifications Services or System any suggestions, enhancement requests, recommendations or other feedback provided by the City, including Users, relating to the Notification Services or System. Users are subject to Provider's terms of service and privacy policy available on Provider's website.

6. **SYSTEM MONITORING.** Provider expressly reserves the right to monitor any and all use of the Notification Services. Provider may gather System data for the purpose of optimizing the Notification Services. This information includes, but is not limited to, data regarding memory usage, connection speed and efficiency. Provider shall have no obligation to monitor the Notification Content, but reserves the right to monitor the Notification Services for purposes of verifying compliance with the terms of this Agreement.

7. **CONFIDENTIALITY AND DATA SECURITY.**

7.1   **Confidential Information**. During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the System, or by any other media ("Confidential Information"). Any information related to the Notification Services or System shall be deemed to be the Confidential Information of Provider, and any Notification Content shall be deemed to be the Confidential Information of City. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use the Confidential Information provided hereunder only for the purpose for which it was provided, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if such information: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where

reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information.

7.2   **Data Restrictions. The terms of this Section apply notwithstanding anything else.**

(a)   The City acknowledges and agrees that Provider does not require or "pull" any specific data from the City, that the City controls which data and content is input through the use of the Notification Services and which data is sent and to whom such data is sent, and that Provider has no obligation to monitor the content of any data or content. The City shall be responsible for procuring any necessary consents and making any notifications under Applicable Law with respect to the provision of the data to Provider and the processing of such data by Provider through the Notification Services. Upon request of Provider, the City will provide Provider with documentation to support such consent.

(b)   The City acknowledges and agrees that (i) Provider's System and Notification Services are not intended to transmit Sensitive Data, or health-related or financial-related information (including nonpublic information collected by financial institutions subject to regulations specific to the conduct of financial services), and (ii) that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data.

(c)   The City agrees that it shall not, under any circumstances, transmit or store any Sensitive Data to or through the Notification Services.

(d)   The City shall not transmit or store any EU or Swiss Personal Data to or through the Notification Services unless the City has executed the Data Processing Addendum with Provider, and in such case the City shall fully comply with the Data Processing Addendum.

(e)   The City understands and agrees that private citizens and other persons may voluntarily contribute their contact information to Provider for use in the Notification Services, and that certain individuals may designate that this data be transferred to the City (such designated data, the "Resident Data"). Provider agrees that it will, upon termination of this Agreement and the request of the City, provided all Fees due hereunder are paid in full, transmit the Resident Data, one (1) time, to the City at no charge. The City acknowledges and agrees that, in addition to the Resident Data, Provider shall use its own commercially available data sources (the "Commercial Data") in the Notification Services and that such Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership of such Commercial Data to the City. Accordingly, the Commercial Data shall remain the sole and exclusive property of Provider or its licensors.

(f)   Upon written request of the City, Provider will erase City data from the production servers controlled by Provider to provide the Notification Services; provided, however, that the City understands and agrees that data from production servers is backed up nightly to back-up servers that automatically store such data after it is

transferred to the back-up servers from the production servers.

7.3 **Hosted Security**. Provider maintains, and will continue to maintain throughout the Term of this Agreement, security measures to protect the City data and prevent unauthorized access in accordance with its then-current policies.

7.4 **Data Processing Addendum**. If executed by each party, each party shall comply with the Data Processing Addendum.

8. **CITY RESTRICTIONS.** This Section includes pass-through terms from certain Provider vendors to provide telephony, facsimile, GIS and/or Short Message Service (SMS) Transactions to the City and as such, Provider may modify these terms upon thirty (30) days written notice to the City if reasonably necessitated due to changes by the third party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's suppliers which would impact all of Provider's customers; thus, in the event that the City breaches any of such terms or conditions, Provider may suspend the provision of the Notification Services if, in Provider's reasonable determination, suspension is reasonably necessary to avoid liability or termination of a contract with one of Provider's suppliers.

8.1 **Acceptable Use Policy.** The City shall use the Notification Services in compliance with all Applicable Laws. The Notification Services may be used solely for the transmission of Notifications. The City shall comply with the terms set forth in Exhibit B (Acceptable Use Policy) attached hereto.

8.2 **Liability for Content.** The City shall be responsible for, and under no circumstances will Provider or Provider's Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Notification Content, including any mistakes contained in the Notification Content or the use or subject matter of the Notification Content. Further, the City is responsible for any Notifications that are sent through its accounts (other than if caused by the System itself or breaches by Provider).

8.3 **Security of Account.** The City agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Notification Services. If the City's account ID or password are stolen, or otherwise compromised The City is obligated to immediately change the password and inform Provider of the compromise.

9. **LIMITED WARRANTY AND DISCLAIMER.** Provider warrants that: (a) the Notification Services will perform materially in accordance with its Documentation; and (b) Provider shall provide the Services in a professional and diligent manner. In the event the Notification Services fail to perform materially in accordance with its Documentation (a "Program Error"), Provider agrees, for the Term of this Agreement, to use commercially reasonable efforts to correct, cure or otherwise remedy, at Provider's option, such Program Error at Provider's sole expense, provided such Program Error was not caused due to the City's failure to use the Notification Services in accordance with the terms of this Agreement. The City agrees to cooperate and work closely with Provider in a prompt and reasonable manner in connection with Provider's correction efforts. The

City's sole remedy for any breach of warranty under this Section will be to have Provider use its commercially reasonable efforts to cure such breach as provided herein. If Provider fails to remedy the breach within one (1) month, the City may terminate this Agreement and Provider will promptly refund any unused portions of prepaid Subscription Fees, if any (less any expenses for usage accrued prior to the date of termination). EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND SYSTEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES OR SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SYSTEM WILL BE PROVIDED ERROR FREE OR WITHOUT INTERRUPTION, THAT ALL NOTIFICATIONS WILL BE DELIVERED, OR THAT THE NOTIFICATION SERVICES WILL WORK WITH, OR BE SUPPORTED WITH RESPECT TO, ALL PROTOCOLS, NETWORKS OR OPERATING SYSTEMS OR ENVIRONMENTS.

10. **CHANGES TO THE NOTIFICATION SERVICES.** Provider may modify or delete any features of the Notification Services in any manner that (i) does not have an adverse impact on the Notification Services or (ii) may be necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands. Provider shall notify the City at least fifteen (15) days in advance of such changes to the Notification Services under clause (ii) that have an adverse impact on the Notification Services.

11. **INDEMNIFICATION AND RESPONSIBILITY.**

11.1 **Provider IP Indemnification.** Provider will defend, indemnify, and hold harmless the City and its employees (collectively, "City Indemnitees"), from and against any and all actions, claims or assertions brought against them by a third party ("Claims"), and all liabilities, awards, damages, settlements, fees, penalties, costs and expenses (including reasonable attorney's fees) owing to third parties (including for avoidance of doubt, government and regulatory agencies) in connection therewith (collectively, "Liabilities") arising from any infringement of any third party's patent, copyright, trademark, or trade secret rights by the Notification Services or the System provided by Provider under this Agreement (other than to the extent based on any Notification Content or any modifications to the Notification Services or System made by the City).The foregoing obligation of indemnification does not apply with respect to the Notification Services or the System or portions or components thereof (i) that Provider did not supply, (ii) that are combined with other products, processes or materials where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination, (iii) to the extent that the City continues allegedly infringing activity after being provided modifications that would have avoided the alleged infringement, or (iv) where the City's use of the Notification Services or System is not strictly in accordance with this

Agreement. In the event Provider believes that the System or Notification Services are, or are likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for the City the right to continue using the Notification Services under this Agreement, (2) replace or modify the System or Notification Services so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are reasonably feasible in spite of Provider's reasonable efforts, terminate this Agreement and the rights granted herein and refund a prorated portion of the Subscription Fees based on the remaining unused portion of the prepaid Subscription Period, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the System or Notification Services.

11.2 **Provider General Indemnification.** Provider will defend, indemnify, and hold harmless the City Indemnitees from and against any and all Claims, and all Liabilities in connection therewith, arising from any gross negligence or willful misconduct by Provider.

11.3 **Provider Data Security Indemnification.** Provider will defend, indemnify, and hold harmless the City Indemnitees from and against any and all Claims, and all Liabilities in connection therewith, arising from any breach of Section 7 (Confidentiality and Data Security) by Provider.

11.4 **City Responsibility.** The City will be solely responsible for any and all Claims, and Liabilities in connection therewith, arising from: (i) any gross negligence or willful misconduct by the City; (ii) any breach of Section 7 (Confidentiality and Data Security) by the City, including any failure by the City to procure appropriate consents or any use of the Notification Services to transmit or store any Sensitive Data; (iii) any breach of Section 8 (City Restrictions) by the City; and/or (iv) City's and its Users' use of the Notification Services or any component thereof, including any Notification Content.

11.5 **Indemnification Procedures.** In the event the City seeks indemnification hereunder, the City shall provide Provider with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense. In any proceeding the City shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the Provider may not enter into a settlement of a claim that involves a remedy other than the payment of money by the City without the City's written consent

12. **LIMITATION OF LIABILITY.**

12.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO OBLIGATIONS UNDER SECTION 11 (INDEMNIFICATION AND RESPONSIBILITY), OR FOR ANY BREACH OF SECTION 7 (CONFIDENTIALITY AND DATA SECURITY) OR SECTION 8 (CITY RESTRICTIONS), (I) NEITHER PARTY (OR ITS AFFILIATES, OR ITS OR THEIR LICENSORS OR SUPPLIERS) WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR LOSS OF PROFIT OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) EXCEPT AS SET FORTH HEREIN, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED (IN THE CASE OF PROVIDER LIABILITY) ANY FEES PAID BY THE CITY TO PROVIDER, OR (IN THE CASE OF CITY LIABILITY) ANY FEES PAID OR OWED BY THE CITY UNDER THIS AGREEMENT, DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY EITHER PARTY REFERENCING THE RELEVANT CLAIM HEREUNDER.

12.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PROVIDER'S TOTAL CUMULATIVE LIABILITY UNDER SECTION 11.3 (PROVIDER DATA SECURITY INDEMNIFICATION) OR FOR ANY BREACH OF SECTION 7 (CONFIDENTIALITY AND DATA SECURITY) EXCEED THREE TIMES (3X) THE FEES PAID BY CITY UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY THE CITY REFERENCING THE RELEVANT CLAIM HEREUNDER. City understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

13. **GENERAL.**

13.1 **Export Compliance.** The Notification Services, System, and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. The City represents that it is not named on any U.S. government denied-party list. The City will not permit any User to access or use the Notification Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

13.2 **Force Majeure.** Neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, or any act or failure to act by the other party, its employees, agents or contractors; provided, however, that the foregoing shall not excuse any failure of Provider to maintain its redundant hosted sites, unless such event impacts all redundant site locations. The parties will promptly inform and consult with each other as to any of the above causes, which in their

judgment may or could be the cause of a substantial delay in the performance of this Agreement.

13.3 **General.** Each party to this Agreement agrees that, in the event of any dispute arising under this Agreement, the parties shall use their best efforts to settle such dispute by consulting and negotiating with each other, in good faith, prior to the initiation of any litigation. At the written request of either party containing notice of dispute, each party will appoint a senior management representative, both of which shall use commercially reasonable efforts to resolve the dispute without the need for litigation. Litigation for the resolution of any dispute may not be commenced until sixty (60) days have passed since the initial notification regarding the dispute was made, or such longer period as the parties may mutually agree. Notwithstanding anything herein, either party may seek injunctive relief and the enforcement of judgments in any court of competent jurisdiction, no matter where located. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover costs and expenses whether in a court of first jurisdiction and any courts of appeal.

13.4 **Independent Contractors.** The City and Provider are independent contractors and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

13.5 **Notices.** All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to the appropriate party listed below and, if not indicated, at the address set forth on the Services Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

To Provider:	
Provider:	ONSOLVE, LLC
Attention:	Legal Notices
Address:	780 W. Granada Boulevard
City, State, Zip:	Ormond Beach, FL 32174
Phone:	866-939-0911
Fax:	386-676-1127
To City:	
City:	See City Business Contact on Services Order
Attention:	
Address:	
City, State, Zip:	
Phone:	
Fax:	

13.6 **U.S. Government End Users.** As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. The City will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

13.7 **Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby and the illegal, invalid, or unenforceable provision will be deemed modified such that it is legal, valid, and enforceable and accomplishes the intention of the parties to the fullest extent possible.

13.8 **Waivers.** The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

13.9 **Entire Agreement.** As of the Effective Date, this Agreement supersedes all prior discussions, understandings and agreements with respect to the subject matter, including but not limited to that certain CodeRED® Services Agreement by and between City and Emergency Communications Network, Inc., signed by the City on June 12, 2006 (the "Prior Agreement"), which was previously and rightfully assigned to, and assumed by Provider f/k/a Emergency Communications Network, LLC; provided however, that all fees due under the Prior Agreement prior to the Effective Date herein shall be paid in full to Provider, and that a failure to pay same shall constitute a breach of this Agreement. This Agreement shall take precedence over any conflicting terms in a purchase order and related documentation such as order acknowledgement forms. Only a further writing that is duly executed by both parties may modify this Agreement. Counterparts.

13.10 **Counterparts.** This Agreement may be executed in facsimile and in counterparts.

13.11 **Construction.** The headings contained in this Agreement shall not affect the interpretation of this Agreement and are for convenience only. City agrees that this Agreement shall not be construed against Provider as the drafter, and that the City has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.

13.12 **Signatures.** Provider and the City each represent and warrant that the individual signing on behalf of such party has full authority to cause such party to enter into and be bound by the terms of this Agreement and that the execution of this Agreement has been properly made in accordance with any Applicable Laws, ordinances, rules, regulations, and governing documents by which such party may be bound.

End Exhibit A

City Initials_____

EXHIBIT B – ACCEPTABLE USE POLICY

1. General Terms.

1.1   All Notification Content is City's sole responsibility. The City is solely responsible for the integrity and quality of the Notification Content.

1.2   The City shall be responsible for procuring any necessary consents with respect to the provision of any data transmitted through the Notification Services or System.

1.3   The City shall use any data it uploads into the Notification Services in accordance with any and all restrictions applicable to such Data and all Applicable Laws.

1.4   The City will use and permit its Users to use the Notification Services in accordance with this Agreement and all Applicable Laws, including without limitation the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5   The City will include, at the beginning of each Notification, its official business or government name. The City will include, at the end of each Notification, a telephone number for the City.

1.6   The City will not send any Notifications to mobile devices owned by a User unless the City has obtained such User's "opt-in" consent to receive pre-recorded, telephone and text Notifications using automated dialing equipment. The Services include a website that allows for Users to opt-in.

1.7   The City must provide Users with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe. Provider's website includes a link to opt-out.

1.8   The City will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9   The City will not send any Notification Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of the City or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.10 The City will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Notification Services; (ii) use the Notification Services in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Notification Content to be transmitted in the Notification Services which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.11 In the event the Notification Services include SMS Texts, the City may send SMS Texts in text format only.

1.12 The City acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. The City acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.13 The City acknowledges that Provider may block Notifications (eg. based on instructions from Users, carriers, aggregators, government agencies, etc.). In the event that the City requests that Provider permit Notifications to go to any such blocked numbers, the City shall indemnify and, at Provider's request, defend Provider with respect to any claim made by a third party with respect to such Notifications.

1.14 Commercial, landline data supplied by Provider for use in the Notification Services may be used for emergency Notifications and non-commercial, informational Notifications only.

2. Third Party Terms. The City agrees to the terms set forth in documents found at the following links, as applicable:
   (i)   Google's Legal Notices (http://maps.google.com/help/legalnotices_maps.html);
   (ii)   Google's Acceptable Use Policy (AUP) (http://maps.google.com/help/legalnotices_maps.html);
   (iii)   Google's Maps Terms (http://maps.google.com/help/terms_maps.html)
   (iv)   Google's Maps and Earth Enterprise Universal Acceptable Use Policy (https://enterprise.google.com/maps/terms/universal_aup.html)
   (v)   ESRI Terms (http://www.esri.com/legal)
   (vi)   National Weather Service Disclaimer (http://www.weather.gov/disclaimer)
   (vii)   Microsoft Services Agreement (https://www.microsoft.com/en-us/servicesagreement)
   (viii) Microsoft Translator Privacy Statement
           (https://www.microsoft.com/EN-US/privacystatement/Translator/Default.aspx)

End Exhibit B