

CODERED® EMERGENCY NOTIFICATION SERVICE AGREEMENT

Global Connect/ECN Conversion Agreement with Upgrade
Unlimited

This CodeRED® Emergency Notification Service Agreement ("Agreement") is made and effective as of June 1, 2014 (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company, located at 780 W. Granada Boulevard, Suite 200, Ormond Beach, FL 32174 ("Licensor") and:

Licensee: Village of Orland Park, Illinois
Address: 14700 South Ravinia Avenue
(hereinafter, "Licensee")

Contact Person: Mary Klinger
City: Orland Park State: IL Zip: 60462

Licensor is the owner of a service identified as "CodeRED® Emergency Notification Service" (the "Service"). Licensee desires to utilize the Service for the purpose of communicating Emergency information to groups within the affected area. The parties agree as follows:

- License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service in accordance with the terms of this Agreement. To access the Service via an Internet connection, Licensor will provide Licensee with up to five (5) unique user name(s) and password(s).
- Functionality:** Licensee shall only place notifications within the geographic boundaries of the Village of Orland Park, Illinois (the "Area"). Licensee may only place calls and/or text messages to telephone numbers assigned within the 48 contiguous United States of America. International rates may be set by separate agreement. Any additional Service functions will be charged at the rates on the Exhibit A. Licensee agrees to pay Licensor, at its then-current rates, for Licensee's use of the Service beyond those set forth in this Agreement.
- Costs for the Service:** Licensee agrees to pay all costs and fees for utilizing the Service, as described on Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that the pricing set forth on Exhibit A is predicated on \$0.75 per business/household, based upon a minimum number of business/households of 27,757; and \$1.00 per employee/volunteer, based upon a minimum number of employees/volunteers of 150. Payment is due and payable upon receipt of invoice (ROI). Licensee further understands and agrees that Licensor may review the number of households, businesses, employees, or volunteers in the Service (collectively, the "Recipients") on a month to month basis, and that Licensee shall pay Licensor increased pricing, which shall not be prorated, in the event that the number of Recipients exceeds the amount set forth in this paragraph, provided however, no refunds will be provided in the event the number of Recipients decreases.
- Term and Termination:** This Agreement will continue for a period of one (1) year (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined) (the Initial Term and any Renewal Term, collectively, the "Term"), or as set forth herein, Licensee's access to the Service will be terminated. Licensee or Licensor may terminate this Agreement at the completion of the Initial Term or the then-current Renewal Term by providing Licensor with no less than 30 days advance written notice prior to the end of the Term. Licensee understands and agrees that failure to provide notice as set forth herein shall result in automatic renewal. Licensor, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, Licensor will refund to Licensee an amount equal to the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement less the rate of \$0.09 cents per each minute and text message used by Licensee; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Licensee, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, no fees paid hereunder shall be refunded; or b) immediately, and without further notice, as a result of Licensor's breach of this Agreement, and in such case, Licensor will refund to Licensee an amount equal to the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement less the rate of \$0.09 cents per each minute and text message used by Licensee. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service and Licensee will return all Confidential Information and copies to Licensor.
- Discount Contract Extension:** Upon completion of the Initial Term or any Renewal Term (as hereinafter defined), the Term of this Agreement will automatically extend for an additional one-year period (each a "Renewal Term"),

except as otherwise set forth herein. This renewal provision will extend the Agreement by one (1) additional year at the end of each Initial Term or Renewal Term. **Either party may cancel this renewal provision by submitting written notice to the other no less than 30 days prior to the end of the then-current Initial Term or Renewal Term.** In the event the Agreement is extended: a) Licensor will update its systems to extend the License for one (1) additional year of use; and b) Licensor will invoice Licensee for one (1) additional year(s) of Service at the rates set forth on Exhibit A, the total of which shall be paid upon commencement of the Renewal Term, and Licensee agrees to pay the annual fee for each Renewal Term upon ROI, subject to the terms set forth in paragraph 3.

6. **Appropriate Use of The Service:** Federal and State law and regulations prohibit: a) sending messages through the Service before 8:00 am and after 9:00 pm; b) from contacting persons or businesses with whom the Licensee does not have a prior business relationship, unless the call or message is business to business, political, or for Emergency purposes; or c) from hanging up on live answers. An Emergency is an event which can result in immediate harm to life or property. Licensee agrees to maintain its user name(s) and password(s) as confidential information. Licensee assumes full responsibility for use of the Service by anyone who uses the Service through Licensee's access codes. Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. Licensee agrees to use the Service in a way that conforms with all applicable federal, state and local laws and regulations, including but not limited to all telemarketing and prerecorded message laws.
7. **Security and Data:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web utilizing public utility services which may not be secure. Licensee agrees that any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee. Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network and that Licensor cannot guarantee the delivery of email and text messages. Licensee understands and agrees that the data it supplies to Licensor for use in the Service may be subject to calling and other restrictions. Licensee understands and agrees that: (a) absent separate purchase from Licensor, Licensee is responsible to provide data to Licensor for use in the Service, and that Licensor shall in no way be responsible for any delays in Licensee's ability to use the Service due to Licensee's failure to provide data; (b) the data Licensee supplies to Licensor for use in the Service may be subject to calling and other restrictions, and Licensee agrees to use the Service in accordance with any such restrictions.
8. **Ownership:** Licensee agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any associated materials. The License confers no title or ownership in the Service or its underlying technology or data and any information maintained by Licensor relating to the Service, including but not limited to, the source or object code.
9. **Representations and Warranties:** Licensee acknowledges and agrees that: (a) software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); and (c) the individual signing on behalf of Licensee has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.
10. **Disclaimer:** Licensee understands Licensor simply provides access to the Service, and all Service functions are controlled by Licensee without any interference by Licensor. Accordingly, Licensee agrees Licensor shall not be liable for the content of message(s) created and/or sent by Licensee or by those who access the Service using Licensee's codes. Licensee agrees to defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, whether brought by a third party, arising from any violation of any laws or this Agreement by Licensee; from the content, placement, or transmission of any messages sent through Licensee's accounts, or use of the Service through Licensee's account. In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members, employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with the existence, furnishing, function, or Licensee's use of the Service or this

Agreement. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service shall not exceed the most recent payment made by Licensee to Licensor. The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose.

- 11. **Confidentiality:** Licensee understands and agrees that persons in the Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop a database of such information, along with other information licensed to Licensor (the "Data"). Licensee agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall make no ownership claims regarding such Data. Licensee further acknowledges that Licensor may disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, diagrams, manuals, specifications, design documents, marketing information, user data, Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. Licensee will promptly notify the Licensor of the receipt of any subpoena or similar order and of any request under a Public Information Act or similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to the extent required by Licensor.
- 12. **Notices:** All notices hereunder shall be in writing and shall be deemed delivered upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; or (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as set forth on page 1 of the Agreement. Either party may change the address provided herein by providing notice as set forth in this paragraph.
- 13. **General:** (a) This Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided unless mutually agreed to via written signature by both parties, including additional terms contained in standard purchase order documents and third party application terms. (b) Each party to this Agreement agrees that any dispute arising hereunder shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted thereunder may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right in this Agreement, whether in arbitration, a Court of first jurisdiction and all Courts of Appeal. (c) In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding with the same effect as though the void provision(s) had been limited or deleted, as applicable. (d) This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel. (e) Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee: Village of Orland Park, Illinois

Licensor: **Emergency Communications Network, LLC**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

One (1) year CodeRED Emergency Notification Service Agreement

Price Per Household/Business: \$ 0.75 x 27,757 \$ 20,817.75

Additional households/businesses may be individually added by Licensee or through the community notification enrollment page, subject to the provisions set forth in paragraph 3.

Price Per Employee/ Volunteer: \$ 1.00 x 150 \$ 150.00

Additional employees/volunteers may be added in blocks of 50 employees/volunteers at the pricing set forth herein. Licensee may request such additional employee/volunteer blocks by calling Licensor.

One-time conversion discount for Initial Term Only (\$ 2,817.75)

Total: **\$ 18,150.00**

Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: Emergency Communications Network, LLC at 780 W. Granada Boulevard, Suite 200, Ormond Beach, FL 32174.

Unlimited CodeRED System Minutes **\$ Included**

Email and SMS Texting **\$ No Charge**

Up to 5 CodeRED user pass codes **\$ Included**

Additional Pass codes may be purchased for an annual fee of \$250.00 per pass code.

One (1) CodeRED distance training session **\$ Included**

Additional distance training sessions may be purchased for \$150.00 per hour (one hour minimum)
In-person training sessions may be purchased for \$1,500.00 per trainer, per day, plus all travel and lodging

Standard CodeRED data collection website **\$ No Charge**

Standard CodeRED mapping interface and data layers **\$ No Charge**

Initial Upload of Licensee Supplied Database provided Annually **\$ Waived**

All data undergoes cleansing and processing by Licensor. After the initial, annual upload, a service fee of \$150.00/hour will be billed to Licensee for the cleansing and processing of any additional database(s) supplied to Licensor.

Commercial and Residential Data Upload **\$ Call for Pricing**

Turbo Feature - Transmit at double the capacity of Licensee's prior Global Connect system **\$ Call for Pricing**

The line count will be set to the number of lines provided in the prior Global Connect system. System capacity may be increased by contacting Licensor

Annual System Maintenance, including all Software Upgrades **\$ No Charge**